

**BEFORE THE NATIONAL GREEN TRIBUNAL;
EASTERN ZONE BENCH; KOLKATA**

O.A. NO. 83/2025/EZ

Satam Patnaik

....**APPLICANT**

Vrs.

State of Odisha & Others

....**RESPONDENTS**

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Cuttack

Dt. 20 .11.2025


ADVOCATE FOR RESPONDENT NO.10
PRONOY MOHANTY
ENROLMENT NO.734/2016
MOBILE NO.8658525777



**BEFORE THE NATIONAL GREEN TRIBUNAL;
EASTERN ZONE BENCH; KOLKATA**

O.A. NO. 83/2025/EZ

Satam Patnaik

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Vrs.

State of Odisha & Others

....RESPONDENTS

**COUNTER AFFIDAVIT FILED ON BEHALF OF
RESPONDENT NO.10 (ODISHA INDUSTRIAL
INFRASTRUCTURE DEVELOPMENT CORPORATION)**

I, Sri Ipsit Kumar Sahoo, aged about- 39 years,
S/o- Golak Bihari Sahoo at present working as Land
Officer, Odisha Industrial Infrastructure Development
Corporation, (IDCO), Janpath, Bhubaneswar, Dist- Khurda, do
hereby solemnly affirm and state as follows:

1. That, I have been duly authorized to swear this affidavit on behalf of Respondent No.10 in this case.
2. That, I have gone through the contents of the original application and have understood the same. I am also otherwise acquainted with the facts of the case.
3. That, in the original application, the applicant has prayed for a direction to the Respondent No.1 & 3 to 10 to cancel the illegal lease granted to Respondent No.2 w.r.t. Khata No.1, Plot No.763, Area: 10.36 Acres in Jamunda Jungle Revenue Village, Banarpal Tahasil, Angul also to direct the respondents to initiate legal and disciplinary action against the erring officials responsible for the fraudulent assessment and unauthorized mining activities and also prayed for direction to

Pradipta
PRADIPTA KUMAR MOHANTY
NOTARY, CUTTACK TOWN
REGD.No-ON-04/1995

Ipsit Kumar Sahoo
Land Officer
IDCO, Bhubaneswar

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Respondent No.1 & 3 to 10 to restore the affected hill area and imposition of environmental compensation for the damage caused, on the basis of all misconceived facts and law, which are traversed in view of the averments made herein below, while in course of replying to the averments made in the appeal, in view of which the appeal is liable to be dismissed, being not sustainable in the eye of law.

4. That, in reply to the averments made in Para-1 to 6 of the O.A., it is humbly submitted that, as per provision of OIIDC Act, 1980, the sole aim of establishment of the Corporation is for the purpose of securing and assisting in the rapid and orderly establishment and organization of industries, trade and commerce in industrial areas and industrial estates in the State of Odisha.

For providing industrial infrastructure in the State for promotion of industries, IDCO files acquisition/alienation proposals before the Govt./District Administration for its sanction. The brief fact of this matter is as follows:

- a) On the request of M/s.Jindal Steel &Power Limited, IDCO had taken up land acquisition for setting up of 6MTPA ISP at Angul. However this land parcel acquired could not be leased out to M/s.JSPL because of Amended assessment of land for the project by IPICOL, pursuant to the Benchmarking Study report by MN Dastur &Co Ltd. duly commissioned by the Govt. of Odisha.
- b) M/s.JSPL vide letter dtd.08.08.2024 has submitted its willingness to transfer the said land parcel acquired in their favor and lying with IDCO to their 100% owned

Pradipta Kumar Mohanty
Land Officer
IDCO, Bhubaneswar

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subsidiary M/s.Jindal Steel Odisha Ltd for putting of up a 19.2 MTPA Steel making facility at Angul.

- c) The Collector, Angul vide sanction Order No.401 dtd.06.03.2023 had sanctioned land measuring Ac.10.36 in village Jamunda Jungle under Banarpal Tahasil in the District of Angul for establishment of industry. The Lease Deed had also been executed between Collector, Angul and IDCO vide Document No.10012304285 dtd.04.09.2023. Copies of the Sanction Order No.401 dtd.06.03.2023 & Lease Deed vide Document No.10012304285 dtd.04.09. 2023 are annexed herewith as **Annexures-A/10 & B/10 respectively.**
- d) IPICOL vide letter No.3248 Dtd.09.09.2022 had recommended for allotment of land measuring Ac.1432 for the proposed 19.2MTPA Integrated Steel Plant Project of M/s.Jindal Steel & Odisha Limited (M/s.JSOL). Copy of the Letter No.3248 Dtd.09.09. 2022 is annexed herewith as **Annexure-C/10.**
- e) Subsequent to which, M/s.JSOL vide letter No.JSPL/ BHU/IDCO/23/020 dtd.15.05.2023 requested IDCO to allot land parcel of Ac.460.74 which was acquired by IDCO in favour of M/s. Jindal Steel &Power Limited for setting up of 6MTPA Integrated Steel Plant at Angul. However, this said land parcel couldn't be leased out to JSPL because of amended assessment of land for the project by IPICOL, pursuant to the Benchmarking Study report by MNDstur &Co. Ltd. duly commissioned by Govt. of Odisha. M/s.JSPL has already submitted their

Pradipta Kumar Mohanty
Land Officer
IDCO, Bhubaneswar

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willingness to transfer the said land parcel acquired in their favour and lying with IDCO to their 100% owned subsidiary M/s. Jindal Steel Odisha Limited. for putting up a 19.2 MTPA Steel making facility at Angul. Copy of the Letter No.JSPL/ BHU/IDCO/ 23/020, dtd.15.05.2023 is annexed herewith as **Annexure-D/10.**

- f) On receipt of the request from M/s.JSOL, IDCO vide letter No.26669 Dtd.23.08.2023 has requested for according necessary approval for allotment/transfer of acquired private land and leased out Govt. land totalling to Ac.461.08 in favour of M/s.JSOL. Copy of the Letter No.26669 Dtd.23.08.2023 is annexed herewith as **Annexure-E/10.**
- g) Govt. in R&DM department vide letter No.32859 dtd.13.09.2023 has intimated IDCO about the land in question has already been acquired by IDCO and is with IDCO. So, IDCO can take its own decision as per law taking into account the terms and conditions enumerated in the lease and conveyance deed as the case may be. Copy of the Letter No.32859 dtd.13.09. 2023 is annexed herewith as **Annexure-F/10.**
- h) Accordingly, as per Circular No-15995 Dtd.23.07. 2016 for lease of Govt. Land, the present IPR rate and for Private land the latest BMV has to be considered. Land cost was fixed against the land in question. Copy of the Circular No-15995 Dtd.23.07.2016 is annexed herewith as **Annexure-G/10.**

Pradipta Kumar Mohanty
Land Officer
IDCO, Bhubaneswar

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PRADIPTA KUMAR MOHANTY
NOTARY, CUTTACK TOWN
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- i) Land Allotment Committee (LAC) in its meeting held on 14.11.2024 has approved in principle for allotment of land measuring Ac.457.49 in favour of M/s.JSOL. (Ac.10.36 in Jamunda Jungle was within the approved area). Copy of proceeding of the Land Allotment Committee (LAC) in its meeting dt.14.11. 2024 is annexed herewith as **Annexure-H/10**.
- j) IDCO vide letter No.1167 dtd.15.01.2025 & 9441 dtd.31.03.2025 has raised demand for allotment of land. In response to IDCO letter, the Project Proponent has not deposited the demand amount towards allotment of land. Copies of the Letters No.1167 dtd.15.01.2025 & 9441 dtd.31.03.2025 are annexed herewith as **Annexures-J/10 Series**.

In the facts and circumstances as enumerated above, the action of IDCO is lawful, correct and reasonable.

5. That, the averments made in Para-7 to 17 of the O.A. needs no reply.
6. That, the Petitioner has not come to this Hon'ble Tribunal with clean hands and is not entitled to get any equitable relief therefore. The original application is devoid of any merit and, therefore, is liable to be dismissed.
7. That, the rest of the averments which have not been specifically admitted in this affidavit, may be deemed to have been denied.
8. That, in view of the averments made, considering the facts and circumstances of the case, the O.A. being devoid of any merit, is liable to be dismissed with exemplary cost, for filing such

Ipsit Kumar Saha
 Land Officer
 IDCO, Bhubaneswar


 PRADIPTA KUMAR MOHANTY
 NOTARY, CUTTACK TOWN
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Ipsit Kumar Saha

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frivolous application and wasting the precious time of this Hon'ble Tribunal.

9. That, the deponent craves leave of this Hon'ble Tribunal, to file any such further affidavit, if so required, in the course of hearing, for proper adjudication of the matter.
10. That, the facts stated above are true to the best of my knowledge, belief & materials on record.

Pronoy
Advocate
Pronoy Mohanty

Ipsit Kumar Sahoo
DEPONENT
Land Officer
IDCO, Bhubaneswar

VERIFICATION

I, *Sri Ipsit Kumar Sahoo*, aged about *39* years, S/o- *Golak Bihari Sahoo*, at present working as Land Officer, Odisha Industrial Infrastructure Development Corporation, (IDCO), Janpath, Bhubaneswar, Dist- Khurda, do hereby verify that the contents of the above affidavit are true to my knowledge, belief and materials on record, and nothing has been concealed there from.

Verified at *Cuttack* on *20th* day of September, 2025.

Ipsit Kumar Sahoo

VERIFICANT

Land Officer
IDCO, Bhubaneswar

CERTIFICATE

Due to non-availability of Cartridge Papers, Plain thick white papers have been used in this matter.

Cuttack.

Dt. *20*.11.2025

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ADVOCATE

PRONOY MOHANTY

ENROLMENT NO.734/2016

MOBILE NO.8658525777

Solemnly sworn before *J. K. Sahoo*
me by.....*P. Mohanty Advocate*
being identified by.....
at *Cuttack Town* Dated *20/11/2025*

P.K. Mohanty, Notary, *Cuttack Town*
Regd. No-ON-64/1995



ANNEXURE A/10

DISTRICT OFFICE: ANGUL.

ORDER NO. 401 /Rev. Dt. 06-03-2023

In pursuance to G.O. No. 14424/R & D.M. Dt. 30.03.2012 of Govt. In R & D.M. Deptt. and In exercise of the powers conferred in G.O. No.28677/R. dt.27.08.81 of the Government in Revenue Department, sanction of lease of Government land to the extent of **Ac.10.36** as per schedule detailed below in Village- **Jamunda Jungle** under **Banarpal** Tahasil is accorded in favour of Chief General Manager (Land), IDCO, Bhubaneswar for establishment of Industries subject to the terms & conditions and payment of premium, ground rent and cess as mentioned below in addition to the terms and conditions prescribed in the lease deed issued in Revenue Department letter No.49639/R dt.09.09.81 and No.26678/R&DM Dt.9.7.2013.

1. The lessee shall have only the surface right over the land.
2. The demised land will be utilized for the purpose for which it is alienated and not diverted/transferred in favour of any individual or others for any purpose other than which it is leased out.
3. The land or any portion thereof shall revert to Government in Revenue Department free from all encumbrances and without payment of any cost thereof in case the same is not utilized for the purpose for which it is leased out.
4. The lessee shall get the lease deed executed and registered at its own cost within six months from the date of this order failing which the sanction order will cease to operate.
5. The lessee shall mark the boundaries of the demised land and the keep the same free from encroachments.
6. The **Premium** for **Ac.10.36** of the demised land for an amount of **Rs.62,16,000/-** (Rupees Sixty Two Lakh Sixteen Thousand) only @ Rs.6,00,000/- per acre as prescribed in the Industrial Policy Resolution, 2015 of Government Issued in the Industries Department Resolution No.26115/I dt.03.12.2001, No.17462/I Dt.18.09.2003 and No.2020/I dt.28.1.2003 Revenue Department circular letter No. GE (GL)-S-52/03-38528/R. dt.5.8.2003 will be paid by the lessee i.e., OIIDCO. Since the demised land is being sanctioned as per the IPR – 2015 resolution of Industries Department, the said Deptt. is required to ensure proper enforcement of the conditions of MOU as applicable.
7. The **Annual Ground Rent** for **Ac.10.36** for an amount of **Rs.62,160/-** (Rupees Sixty Two thousand One Hundred Sixty) only @ 1% of the IPR rate of the land i.e., Rs.6,00,000/- (Rupees Six lakh) only per acre and **Cess** of **Rs.46,620/-** (Rupees Forty Six thousand Six hundred Twenty) only @ 0.75% of the IPR rate as provided in the Industrial policy of Govt. issued by Industries Department and the Government in R & D.M. Department stated above will be paid by the lessee from the date from which the sanction is accorded in its favour till the land or any portion and/ or structures, if any, constructed thereof by transferred/allotted/ given on hire in favour any intending Industrial Entrepreneur, utilized by the lessee itself for which the land is/are taken. From the date of transfer/allotment on hire of the demised land or any portion thereof and/or building/shed, if any constructed thereof in favour of any Industrial Entrepreneur or utilization of the or any portion thereof by the lessee for the purpose for which it is alienated the annual ground rent will be realized @ 1% of the and cess will be realized @ 0.75% of the IPR value of the land and subject to enhancement from time to time.
8. The lessee will intimate to concerned Tahasildar and the undersigned the date of transfer/allotment/giving on hire of the demised land or any portion thereof and/or buildings/shed constructed there on or utilization of the land and/or buildings/sheds constructed there on by itself for the purpose for which it is leased out for charging of the rent at the enhanced rate as stated above.

9. The lessee shall make payment of the cost of the tree growth in accordance with the provisions laid down in the Forest Fisheries and A.H. Department Notification No.30957 dated 14-11-77 and **Rs. NIL** towards the cost of structures etc. (As there are no standing buildings on the proposed land) standing/laying there on before execution of the lease deed.
10. Tahasildar, **Banarpal** will verify tree growth, if any existing for the purpose before execution of the lease deed and take action accordingly.
11. Infringement of any of these condition and the terms and conditions provided in the lease deed will amount to violation of the terms and conditions of the lease and there upon the demised land shall revert back to Government in Revenue Department free from all encumbrances and without payment of any compensation either for the land or for the structures erected there on and for the improvement which might have been made to it.
12. The lessee shall make payment of **Rs.6,21,600/-** (Rupees Six Lakh Twenty One thousand Six Hundred) only towards incidental charges for Ac.10.36 (establishment cost) @ 10% of the premium as per OGLS (Amendment) Rules, 2013 vide Revenue & D.M. Deptt. Notification No.46106 Dt.4.12.2013.
13. If the demised land comes under the notification of C.B.A. (A&D) Act in future, the Lessee shall obtain necessary permission from Govt. of India Ministry of Coal for right of way in respect of the said demised land.
14. The lessee i.e., OIIDCO shall pay all the Govt. dues if any detected later on as per Govt. provisions.
15. The order will stand automatically cancelled, if any of the terms and conditions is violated.

LAND SCHEDULE

Village	Khata No.	Plot No.	Kisam	Area (In Ac.)
Jamunda Jungle	02/02 (AJA)	763	Patita	10.36
TOTAL				10.36

Memo No. 402 /Rev. Dt. 06.03.2023

Collector, Angul

Copy along with the Lease Case No.59/2006 along with 251/2009-10 & RMC No. 18/2021 returned to the Tahasildar, Banarpal for information and necessary follow up action.

Memo No. 403 /Rev. Dt. 06.03.2023

Collector, Angul

Copy forwarded to the Sub-Collector, Angul for information and necessary action.

Collector, Angul

Dr. Anshu Kumar

12304346

~~to~~
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ANNEXURE-B/10

Free Paid

A5(c) = 1,91,142/-

U/c = 250/-

TOTAL = 1,91,392/-

In pursuance of Order No.11142/RDM Dt.24.03.2023 of Revenue & Disaster Management Department. I recommend for full exemption of stamp duty under IPR-2022 vide Resolution No.12300/1 Dt.30.11.2022



Kumar Pappu

Managing Director,
IDCO, Bhubaneswar

Add. Land Officer
CO, Angul Division

ORIGINAL

DEED OF AGREEMENT UNDER SECTION 32 OF THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION ACT, 1980

THIS DEED made on this 4th day of September, 2023
(Two thousand Twenty-three) BETWEEN THE **GOVERNOR OF ODISHA** represented by the **Collector, Angul** (hereinafter referred to as "The State Government" which expression shall, unless excluded or repugnant to the context include, its successors, assignees and representatives) of the **ONE PART.**

AND

Collector. Angul.

REGISTERING OFFICER
ANGUL

Kumar Pappu
Add. Land Officer
IDCO, Angul Division

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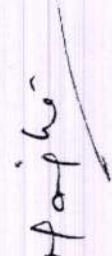
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THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION established under the Odisha Industrial Infrastructure Development Corporation Act, 1980 (Odisha Act, 1 of 1981) and having its office at IDCO TOWERS, Janpath, Sahidnagar, Bhubaneswar - 751022 represented by its authorized representative **Sri Manoj Kumar Majhi, OAS-A(JB), aged about 58 years, working as Additional Land Officer, IDCO, Angul Division** (hereinafter called "The Corporation" which expression shall, unless excluded or repugnant to the context, includes its successors, assignees and representatives) of the **OTHER PART**.

WITNESSETH as follows:-

(1) The Corporation has been established as a statutory Corporation having as one of its principal objects, rapid industrialization of the State of Odisha and the State Government have decided to place the Government land at the disposal of the Corporation for setting up industries, industrial areas and industrial estates and for development of all types of industries providing facilities connected with industrialization of the State.

(2) (i) In pursuance of the sanction contained in the Order No.401/Rev., Dtd.06.03.2023 of **Collector, Angul** and in consideration of the premium & rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained, the State Government hereby demises to the Corporation all the Government land measuring **Ac.10.36** in village **Jamunda Jungle** and more particularly described in the Schedule hereunder written (hereinafter referred to as "the demised land").


Collector. Angul.

Manoj Kumar Majhi
 Addl. Land Officer
 IDCO, Angul Division

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(ii) TO HOLD the said demised land to the Corporation from 4th Sep. 2023 for the term of **NINETY-NINE YEARS** paying therefor a total premium of **Rs.62,16,000/- (Rupees Sixty-two lakh sixteen thousand) only** being at the rate of **Rs.6,00,000/-** per acre in respect of **Ac.10.36** of land to be used for industrial purposes as shown in the Schedule of property and delineated in the map having the boundary in red but excluding the area specified as such in the Schedule.

(iii) The payment of premium amount of **Rs.62,16,000/- (Rupees Sixty-two lakh sixteen thousand) only** of the demised land and the ground rent amounting to Rs.62,160/- (Rupees Six-two thousand one hundred sixty) only at the rate of one percent of the premium and Cess of Rs.46,620/- (Rupees Forty-six thousand six hundred twenty) only @ 75% of the annual ground rent and Incidental charges of Rs.6,21,600/- (Rupees Six lakh twenty-one thousand six hundred) only for **Ac.10.36** land has already been transferred to the A/c. of **Tahasildar, Banarpal** through Cheque No.624177 Dtd.29.03.2023 and the same has been acknowledged vide **Money Receipt No.0719089, Dt.29.03.23**

(iv) The ground rent amounting to Rs.62,160/- (Rupees Six-two thousand one hundred sixty) only being one percent of the land cost and Cess of Rs.46,620/- (Rupees Forty-six thousand six hundred twenty) only shall also be payable in advance on the second day of January each year to the **Tahasildar, Banarpal**.

(v) The State Government reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the deed and the Corporation shall have the surface right over the land.

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Collector. Angul.

Manoj Kumar Singh

Addl. Land Officer
IDCO, Angul

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(vi) The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the deed.

PROVIDED THAT the Corporation paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or by any person whatsoever, provided that the rent hereby reserved shall be subject to revision at each settlement to coincide with the settlement of rent on agricultural lands in the area or at such other interval as may be ordered by Government.

3. The Corporation hereby covenants with the State Government as follows namely:-

- (i) That the Corporation shall, during the term hereby granted, pay to the State Government the yearly rent hereby reserved on the days and in the manner hereinbefore specified.
- (ii) That the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other officer authorized by him in this behalf.
- (iii) That, subject to the rights of the Corporation under clause 4(ii) hereunder the Corporation shall, at the expiration of the term hereby granted, quietly yield up the demised land on to the State Government in the same condition as it is now in.

Manoj Kumar
 Addl. Land Officer
 IDCO, Angul

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Collector, Angul.

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4. The State Government covenants with the Corporation as follows namely:-

- (i) That, the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and conditions herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.
- (ii) That, at the expiry of the term of **ninety-nine years** hereby reserved the State Government shall, upon request by the Corporation, consider a renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may, at the time of such renewal, be mutually agreed upon between the State Government and the Corporation.
- (iii) That, the Corporation shall be competent to develop the demised land and provide therein infrastructure for small, medium and large industries.

Provided that the infrastructure shall mean to include sheds, provisions of water, power, communications, sewerage, affluent discharges etc.

- (iv) That, the Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

Ramesh Kumar Singh

Addl. Land Officer
1000, Angul

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Collector. Angul.

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- (v) That, the Corporation shall be competent to allot, issue license and lease the demised land in accordance with the regulations, made under the Odisha Industrial Infrastructure Development Corporation Act, 1980.
- (vi) That, the Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.
- (vii) That, the Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the demised land for providing therein infrastructure for small, medium and large industries.
- (viii) That, the Corporation shall be competent to accord permission to the allottee or lessee to create mortgage in accordance with the principles laid down by the State Government by a general or a special order for such purpose, as and when required by the said allottee or lessee from time to time in respect of the demised/ allotted property i.e. land, shed etc. for securing loan for implementation of the project.

PROVIDED HOWEVER that at any point of time, the permission so issued by the Corporation shall be confined for creation of a specific mortgage by the allottee or lessee with any individual financier or consortium of financiers for the said patch of demised land and there can be no multiple mortgages with a single permission issued by the Corporation.

5. It is hereby mutually agreed by and between the parties hereto as follows:-

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Collector. Angul.

Name of K. Kumar
 Raju

Audit, Saini Officer
 IBEO, Angul

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- (i) That, if the said annual rent hereby reserved or any part thereof shall, at any time, be in arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not or if the Corporation shall go into liquidation except for the purpose of reconstruction or amalgamation), then and in any such case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation hereinbefore contained.
- (ii) That upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Government shall be entitled to re-enter and take possession of the demised land, and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks.

PROVIDED THAT before such re-entry the State Government shall give to the Corporation written notice of its intention so to do and the Corporation shall have the right to remedy the breach or non-observance complained of, within three months from the date of such notice in which event the State Government shall not be entitled to re-enter and take possession.

Collector, Angul.

Manoj Kumar Das

Addl. Land Officer
IDCO, Angul

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PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever for the demised land or the building and other structures erected thereon and the materials thereof, as well as the stores and stocks, but shall be at the liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

- (iii) That, any demand for payment or notice required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the post.
- (iv) That, should the demised land or any part thereof be at any time required by the State Government for any purpose declared by the State Government to be a public purpose, the State Government shall be entitled to resume the same on giving 6 (six) months' notice in writing and on the expiry of the said period may, through any officer or

Harraj Kumar Hapli

Addl. Land Officer
IOCO, Angul

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Collector. Angul.

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person authorized by the State Government in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon:

PROVIDED that unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided:

PROVIDED FURTHER THAT IN THE CASE OF SUCH RE-ENTRY, the Corporation shall be entitled to compensation for building/s or other structure/s erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the present market value of the buildings and other structures erected thereon.

PROVIDED ALSO THAT in the case of any dispute as to the amount of compensation fixed by the Collector, the Corporation shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and binding on the parties.

Manoj Kumar Singh

Addl. Land Officer
IDCO, Angul

sl

Collector. Angul.

9/4/23, 4:41 PM

Print Endorsement

-18-



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b). Fees Paid : A5(c)-191142 ,, User Charges-400 ,Total 191542

Date: 04/09/2023

Signature of Registering officer
REGISTERING OFFICER

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar ANGUL** between the hours of 10:00 AM and 1:30 PM on the **04/09/2023** by **THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION** **REPRESENTED BY SRI MANOJ KUMAR MAJHI**, son/daughter/wife of , of **IDCO,ANGUL,ANGUL**, by caste **GENERAL**, profession and finger prints affixed.

Signature of Registering officer.
REGISTERING OFFICER
ANGUL

Signature of Presenter / Date: 04/09/2023

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT)	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by Signature of the Registering officer	—
THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION REPRESENTED BY SRI MANOJ KUMAR MAJHI				04-Sep-2023

Identified by **SANATAN SUNDARAY** Son/Wife of **JAYARAM SUNDARAY** of **IDCO,ANGUL ANGUL** by profession **Cultivation**

~~202~~
- X -

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO

Name of the Village : Jamunda Jungle
 Name of the Police Station : Jarapada-59
 Name of the Tahasil : Banarpal
 Name of the District : Angul

SL No.	Khata No.	Plot No.	Area in Ac.	Kissam
1	02/02(AJA)	763	10.36	Patita
		TOTAL	10.36	

Rev. sup
 IN WITNESS WHEREOF the parties hereto have put their hands and seals the day and year first above written.

In the presence of
 (1)

*Asst. Collector Revenue
 Collector's Office Angul.*

*Tahasil
 Banarpal*

(2)

sl
 Signature of the Officer acting in the premises for and on behalf of the Governor of Odisha
(Collector, Angul)

Collector. Angul.

In the presence of

(1) *Sanatan Suresh
 Sr. Prof. IDCO,
 Angul*

(2) *Kalucharan Pattnaik
 DIPA - Angul*

Manoj Kumar Mahli
Add. Land Officer
 Signature of the Person(s) acting in the premises for and on behalf of the Corporation
(Additional Land Officer, IDCO, Angul Division)

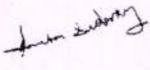
Prepared by -

*Managabinda Pradhan
 Advocate, Angul*

Enrolment No. 0-885/2013

152

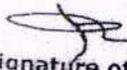
- 20 -

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SANATAN SUNDARAY		 42966411		04-Sep-2023

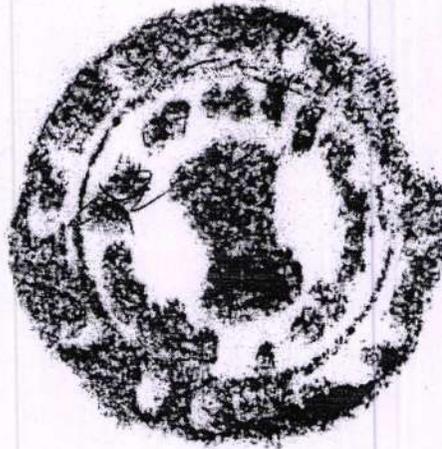
Date: 04/09/2023

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, ANGUL
 Book Number : 1 || Volume Number : 88
 Document Number : 10012304285
 For the year : 2023
 Seal :
 Date: 04/09/2023


 Signature of Registering officer
REGISTERING OFFICER
ANGUL


 Signature of Registering officer
REGISTERING OFFICER
ANGUL

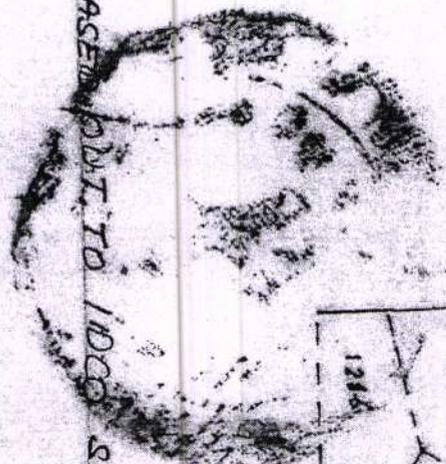
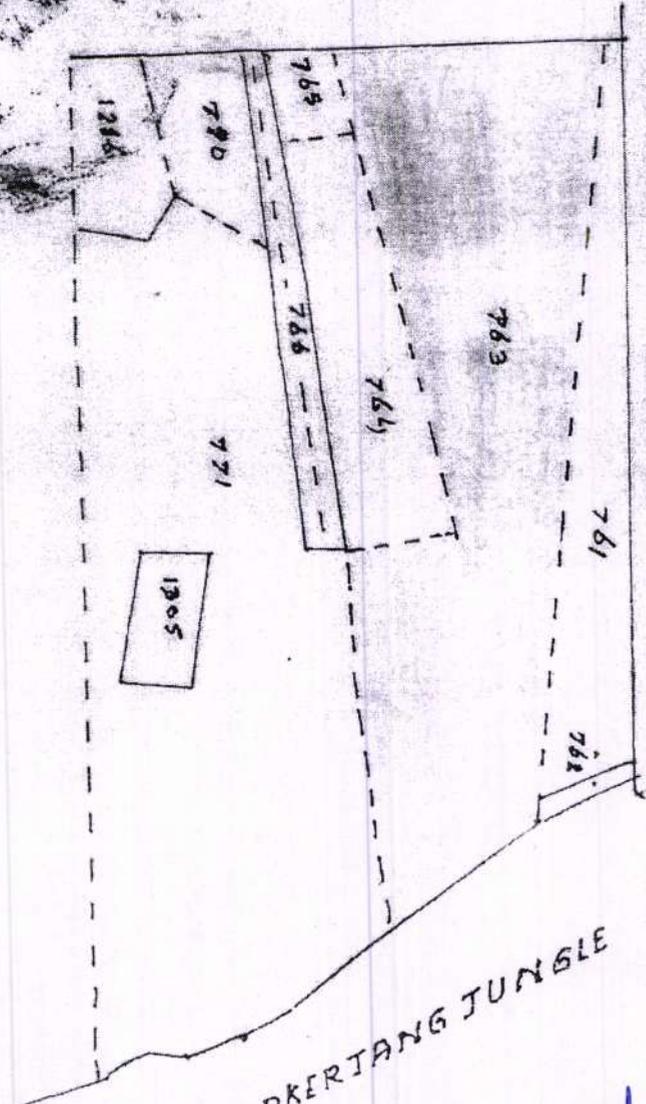


N

VILL TAMUNDA JUNGLE

P.S. TARAPADA
TAHA-BANARPAAL

DIST-ANGUL
SCALE - 1/8" = 1 MILE
YEAR - 1952-53



GOVT. LAND LEASED PLOT TO IDCO SHOWN THUS -  ACIO-360

- XI -

REU. SUPERVISOR
IDCO. BAR

ADDL. LAND OFFICER
IDCO. ANGUL DIVIN
Addl. Land Officer
IDCO, Angul Division

TAHASILDAR
BANARPAAL
Tahasildar
Banarpal

COLLECTOR
ANGUL.
Collector. Angul.

Handwritten signature in blue ink.

Annexure-c/10

~~237~~

-2X-


ODISHA
 NEW OPPORTUNITIES

18/9/22

 1 to Angul
 Semi put up.
 19/9

CGM/SLNA/JSOL/378/21/ 3248

To,

 The Chief General Manager (Land)
 IDCO, Janpath, Bhubaneswar

Sub: Allotment of land in favour of M/s Jindal Steel Odisha Limited (JSOL) for 19.2 MTPA Integrated Steel Plant at Angul, Odisha.

Sir,

In inviting reference to the above subject, I am directed to inform you that the High Level Clearance Authority (HLCA) in its 28th meeting held on dated 21/12/2021 has 'In Principle' approved the proposal of Jindal Steel Odisha Limited for setting up of 19.2 MTPA Integrated Steel Plant at Angul with an investment of Rs.97,070 Cr. Jindal Steel Odisha Limited (JSOL) applied 1460 Acres of additional land for the proposed project. State Level Facilitation Cell (SLFC) Sub-committee assessed the land requirement to the extent of 1432 acres referring to the Land Assessment Report submitted by Engineers India Limited (EIL) and Subsequently State Level Single Window Clearance Authority (SLSWCA) in its 112th meeting held on 29.08.2022 has approved the same and noted that

"Based on the assesment report, total land required for JSOL / JSPL is 5,929.5 Acres for 25.2 MTPA Integrated Steel Plant (19.2 MTPA JSOL, 6 MTPA JSPL), out of which 4,497.0 Acres is already in possession of JSPL. Of the stated land, JSPL has already agreed to sublease the 2120.325 Acres of vacant land in favour of JSOL.

Accordingly, in line with the EIL reccomendation, SLSWCA approved additional land of 1432 Acres for Process requirement, Auxiliary facilities including green belt for the 19.2 MTPA Integrated Steel Plant of JSOL. The above land is excuding external railway connectivity, roads, downstream, & anciliary units and social infrastructure."

In view of the above, it is recommended for allotment of 1432 Acres of additional land for the proposed 19.2 MTPA Integrated Steel Plant Project of M/s JSOL.

The required documents for processing the above proposal are available in the GO-SWIFT portal. However, the company may be asked to submit any additional documents if the same are not available in the GO-SWIFT site but essentially required for IDCO. The recommendation is subject to the following special terms and conditions in addition to the conditions of IDCO:

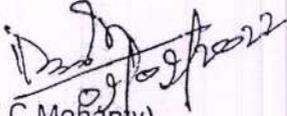
- The company will clear arrear dues if any, of any Government Department before allotment of land for the project.

 5933/K
 13/9/22

- 145
- 24
- 28
- If construction work is not started within nine months from the date of possession, the lease shall be deemed to have been cancelled at the end of nine months period by IDCO. Further, if the land or any part of it is not utilized fully for the purpose for which it is sanctioned within two years, the same shall be reverted to Govt/IDCO free from all encumbrances.
 - The acquisition/alienation/allotment of land should be made as per relevant Act/rules of Government.
 - The company has to obtain all statutory clearances/approvals for the 32 G2B services under the GO-SWIFT portal as mentioned in our letter communicated to the company vide IPICOL Letter No. SJ/HLCA-221/17-18/3618 dated 28.12.2021. The company should strictly adhere to the terms and conditions as laid down in the HLCA approval letter communicated vide our Letter No SJ/HLCA-221/17-18/3618 dated 28.12.2021.

Thanking you.

Yours faithfully,


(K.C. Mohanty)
Executive Director

Memo No. _____

Copy forwarded to the Land Officer (IDCO) for kind information and necessary action.

Sd/—
Executive Director

Memo No. _____

Shri Bibhu Prasad Mishra, Executive Vice President, M/s Jindal Steel Odisha Limited, Plot No-3, Forest Park, Bhubaneswar- 751009, Odisha for information and necessary action.

Sd/—
Executive Director

Handwritten note:
The above is
Dated
28

O/C

Annexure - D / 10

- 24 -

JINDAL
STEEL ODISHA

Date: 15.05.2023

JSPL/BHU/IDCO/ 23/020

To,
The Chief General Manager (Land)
Orissa Industrial Infrastructure Development Corporation
IDCO Towers, Janpath
Bhubaneswar-751022

Sub: Allotment/Lease of land to Jindal Steel Odisha Ltd (JSOL) in various villages in Angul District for setting up of 19.2 MTPA Steel plant and 12.5 MTPA Cement Plant

Ref: IPICOL Land assessment order dated 09.09.2022 for JSOL

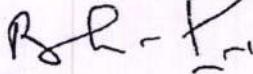
Sir,

Inviting your kind reference to the subject and the various communicates cited as above, enclosed herewith please find village wise detailed land schedule with map in respect of Ac 460.74 dec land in the villages of Badkerejang Jungle and Jamunda Jungle for necessary allotment in favour of Jindal Steel Odisha Ltd for setting up of 19.2 MTPA Integrated Steel making facility in Angul dist. As you are kindly aware, the said land parcel of Ac. 460.74 dec. was acquired along with lands in various other villages by IDCO in favour of Jindal; Steel & Power Ltd. for setting up of 6MTPA ISP at Angul. However, this land parcel could not be leased out to JSPL because of the amended assessment of land for the project by IPICOL, pursuant to the Benchmarking Study report by MNDstur & Co Ltd. duly commissioned by the Govt. of Odisha. In this context JSPL has already submitted their willingness to transfer the said land parcel acquired in their favour and lying with IDCO to their 100% owned subsidiary M/s Jindal Steel Odisha Ltd. for putting of up a 19.2 MTPA Steel making facility at Angul. In this context, copies of the lease deeds executed with IDCO and Collector with respect to this said Ac. 464.74 dec are also enclosed herewith for your kind reference (Annex. 1).

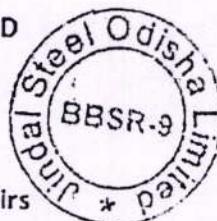
We would therefore request your good office to kindly process our request expeditiously so that necessary grant of allotment and execution of lease in favour of M/s JSOL in respect to this land parcel of Ac. 464.74 can be completed at the earliest. Thanking you,

Yours Sincerely,

For JINDAL STEEL & POWER LIMITED



B.P. Mishra



JINDAL STEEL ODISHA LIMITED
Executive Vice President, Corp. Affairs
(Formerly known as JSP Odisha Limited)
Encl: As above
CIN : U27320OR2021PLC036237
Registered Office GA PL No. 3, REV PL No. 1163N1164
Forest Park, Bhubaneswar, Odisha - 751009
T +91 674 2565269 E info@jindalsteelodisha.com

Pr. Anshu
Dank
AS

Manoranjan Mallik, OAS(SS)
Chief General Manager(Land)

idco
Your power to grow

DISHA
NEW OPPORTUNITIES

No.HO/P&A-LA-E- 8405/2022/

26669

Dated 23 August, 2023

To
The Special Secretary to Government,
Revenue & Disaster Management Department,
Government of Odisha,
Bhubaneswar.

Sub:- Permission for allotment/transfer of acquired private land and lease of Government land in favour of M/s.Jindal Steel Odisha Limited (JSOL) for establishment of 19.2 MTPA Steel Plant in Angul District.

Ref:- i) Letter No.19763/RDM Dtd.21.06.2022 & No.41779/R&DM Dtd.07.12.2022 of Govt. in R&DM Department, Bhubaneswar.
ii) Letter Dtd.15.05.2023 of Jindal Steel & Power Limited.
iii) Letter No.CGM/SLNA/JSOL/378/21/3248 Dtd.09.09.2022 of IPICOL.

Sir,

In inviting a kind reference to the subject cited above, I am to intimate that M/s.Jindal Steel & Power Ltd (JSPL) had signed a revised MoU with Govt. of Odisha for implementation of a 6 MTPA Integrated Steel Plant at Angul and Ore Beneficiation Plant at Deojhar in Keonjhar District indicating the total requirement of land as 5750 acres which is subject to re-examination by IPICOL/IDCO with reference to the detailed land utilization map for the project.

IPICOL being the Nodal Agency had recommended phase-wise requirement of land to the extent of Ac.4915.19 which includes Ac.4.61 land for Pump House of Deojhar Plant in Keonjhar District for establishment of 6 MTPA Integrated Steel Plant & 900 MW Captive Power Plant in the District of Angul by JSPL based on the report of M/s.M.N.Dastur & Co and M/s.Engineers India Limited(EIL).

As per the recommendation of IPICOL and administrative approval of Government in Steel & Mines Department, IDCO had taken up the land acquisition/alienation works for establishment of 6 MTPA Integrated Steel by Jindal Steel & Power Limited.

Out of the above recommended land, IDCO has so far allotted leaseable non-forest Government land Ac.932.78 & acquired private land measuring Ac.3450.685, totalling to **Ac.4383.765** land in favour of JSPL through execution of Deed of Agreement. Village-wise details of land sanctioned/acquired/transferred to JSPL have already been furnished in our letter No.11988 Dtd.12.05.2022.

Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)

IDCO, LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA
+91 674 2544180(O) EPBAX-2540820 FAX +91 674 2542956/2541982.

E-mail cgmland@idco.in Website www.idco.in

It is pertinent to mention here that IPICOL vide letter No.CGM/SLNA/JSOL/378/21/3248 Dtd.09.09.2022 has intimated that the High Level Clearance Authority (HLCA) in its 28th meeting held on Dtd.21.12.2021 has "In Principle" approved the proposal of **Jindal Steel Odisha Limited(JSOL)** for **Setting up 19.2 MTPA Integrated Steel Plant at Angul** with an investment of Rs.97,070 Crore and intimated that the total assessment of land requirement for establishment of **25.2 MTPA Integrated Steel Plant** has been assessed/recommended as **Ac.5929.50** which **includes 19.2 MTPA Integrated Steel Plant of Jindal Steel Odisha Limited (JSOL)** and **6 MTPA Integrated Steel Plant of Jindal Steel & Power Limited (JSPL)** located in Angul District. They have also recommended Ac.1432 additional land in favour of **JSOL** for Setting up 19.2 MTPA Integrated Steel Plant at Angul vide letter No.3248 Dtd.09.09.2022.(Copy enclosed). The breakup of the assessment in respect of each Project i.e. JSPL and JSOL has not been mentioned in the above cited letter for which a clarification from IPICOL has been sought for vide this office letter No.24273 Dtd.03.08.2023 which is awaited.

Meanwhile, Jindal Steel & Power Limited has proposed to sub-lease of Ac.2120.325 dec. of land out of its allotted land to its subsidiary ie. Jindal Steel Odisha Limited (JSOL) for setting up 19.2 MTPA Steel Plant at Angul for which Government in Steel & Mines Department has issued NoC vide letter No.1187/SM Dtd.11.02.2022.

Accordingly, Government in R&DM Department vide its letter No.19763/R&DM Dtd.21.06.2022 & letter No.41779/R&DM Dtd.07.12.2022 has accorded permission to JSPL to sub-lease the land measuring Ac.2120.325 out of its allotted land measuring Ac.4383.765 in the villages under Banarpal and Chhendipada Tahasil of Angul District in favour of its subsidiary Jindal Steel Odisha Ltd.(JSOL) for setting up of 19.2 MTPA Steel Plant and 12.5 MTPA Cement Plant in Angul District with certain terms and conditions.

Description	Allotted to JSPL	Permission accorded to sub-lease to JSOL	Balance allotted land remain with JSPL
Total Govt. Land leased out to IDCO	932.780	408.760	524.020
Total Pvt. Land vested to IDCO	3450.985	1711.565	1739.420
Grand Total	4383.765	2120.325	2263.440

JSPL at the 1st trench sub-leased land of Ac.434.27 in favour of JSOL by way of Tripartite Deed executed between IDCO & JSPL & JSOL out of the Government permitted land measuring Ac.2120.325 dec. leaving the balance area of Ac.1686.055 dec (Ac.2120.325 – Ac.434.27).

In the meantime, JSPL has applied IDCO for allotment of Ac.461.08 land available with IDCO in favour of **Jindal Steel Odisha Limited** as against the additional land measuring Ac.1432 recommended by IPICOL vide letter No.3248 Dtd.09.09.2022.

Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)

IDCO, LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA
+91- 674-2544180(O), EPBAX-2540820, FAX: +91 674 2542956/2541982.

E-mail: comland@idco.in Website: www.idco.in

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It is to mention here that JSPL had paid the land acquisition/alienation cost to IDCO in respect of Ac.461.08 land for establishment of 6 MTPA Integrated Steel Plant. But the same could not be allotted in their favour due to non-receipt of requisite land assessment report from IPICOL.

SL No	Name of Village	Type of Land	Total Area in Ac.	Allotted to JSPL in Ac.	Balance land with IDCO in Ac.
1	Badkerjang Jungle	Acquired Pvt. Land	749.76	407.39	342.37
2	Badkerjang Jungle	Govt land.	50.65	2.70	47.95
3	Badkerjang Jungle	Govt land.	9.73	0.55	9.18
4	Badkerjang Jungle	Govt land.	71.96	27.18	44.78
5	Badkerjang Jungle	Acquired Pvt. land	2.85	0	2.85
6	Jamunda Jungle	Govt land.	10.36	0	10.36
7	Jamunda Jungle	Acquired Pvt. land	3.59	0	3.59
			898.90	437.82	461.08

Since the land acquisition & alienation had been made for establishment of 6 MTPA Integrated Steel Plant by Jindal Steel & Power Limited in Angul District, necessary approval of Government in R&DM Department may kindly be communicated to IDCO for allotment/transfer of Ac.461.08 land in favour of M/s.Jindal Steel Odisha Limited (JSOL) for establishment of 19.2 MTPA Integrated Steel Plant in Angul District .

✓ Encl:- As above

Yours faithfully,

Jain
Chief General Manager (Land)

Memo No. 26700 / Dtd. 23/8/23
Copy to Additional Secretary to Government, Steel & Mines Department for information and necessary action.

Jain
Chief General Manager (Land)

Memo No. 26701 / Dtd. 23/8/23
Copy to Additional Secretary to Government, Industries Department for information and necessary action.

Jain
Chief General Manager (Land)

Memo No. 26702 / Dtd. 23/8/23
Copy to the Executive Director, IPICOL, IPICOL House, Bhubaneswar for kind information and necessary action with reference to this office letter No.24273 Dtd.03.08.2023.

Jain
Chief General Manager (Land)

Memo No. 26703 / Dtd. 23/8/23
Copy to Executive Vice President, Jindal Steel & Power Limited, Plot No.3, Forest Park, Bhubaneswar for information and necessary action.

Jain
Chief General Manager (Land)

Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)

IDCO LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA
+91- 674-2544180(O), EPBAX-2540820, FAX, +91 674 2542956/2541982,

E-mail: cgmland@idco.in Website: www.idco.in

~~-28-~~
Annexure-F/10

By e-Mail/FAX

GOVERNMENT OF ODISHA
REVENUE AND DISASTER MANAGEMENT DEPARTMENT

No. RED-LRGEC-ANG-0005-2022-32859/R&DM, dated 13 SEP 2023

From

Smt. Ellora Samal, OAS (S),
Joint Secretary to Government

To

The Chief General Manager (Land)
OIIDC, IDCO, Janpath, Bhubaneswar.

Sub : Permission for allotment/transfer of acquired private land and lease of Govt. land in favour of M/s Jindal Steel Odisha Ltd. (JSOL) for the establishment of 19.2 MTPA steel plant in Angul District.

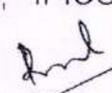
Sir,

In inviting a reference, to your letter No.26699 dated 23.08.2023 on the subject cited above I am directed to say that the process of acquisition/lease of Ac.461.08 dec land in favour of IDCO have already been completed and the said land is with IDCO. Now, IDCO can take its own decision as per law taking into account the terms and condition enumerated in the lease deed and conveyance deed as the case may be.

Yours faithfully


13/09/2023
Joint Secretary to Government

Memo. No. 32860 /R&DM, dated 13 SEP 2023

Copy forwarded to Chief General Manager(SLNA), IPICOL, Bhubaneswar/
Collector, Angul for information and necessary action.

13/09/2023
Joint Secretary to Government



~~30~~
 -29-
 Annexure-6/10

**Odisha Industrial Infrastructure
 Development Corporation**

(A Government of Odisha Undertaking)

IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha,

Phones: (0674) 2542784, 2540820, Fax: 2542956

Email: cmd@idco.in

idco
 Your power to grow

ISO 9001 & 14001 CORPORATION

No. HO/ID/A/-

159951

Date

23.07.16

CIRCULAR

(Amended version)

The Board of Directors of IDCO in the 104th meeting held on 23.12.2015 observed that a number of circulars/office orders on land allotment and post allotment matters relating to MSMEs functioning in Industrial Estates/areas have been brought out basing on the decisions of IDCO Board from time to time. The Board thus felt the need to have a consolidated Master circular containing the relevant provisions/instructions which are in force to avoid confusion and consolidate all instructions at one place. This master circular supersedes all previous circulars .

1. Allotment of land/shed/shop in Industrial Estate to MSME units

IDCO shall not receive applications directly from the applicants for allotment of land/shed/shops /building etc either at Head Office or Division level. All applications shall be routed through the concerned District Level Single Window Clearance Authority (DLSWCA).IT/ITES related proposals shall be routed through OCAC. Similarly, Tourism related projects shall be routed through the Directorate of Tourism.

1.1 Nodal Agencies

The following officers have been nominated as Nodal Agencies for the purpose of recommendation of land to IDCO.

- | | |
|-----------------------------------|--|
| 1. DTET- | For Engineering/Technical Institution |
| 2. DMET- | For Medical Colleges/Para Medical Institutions |
| 3. Director, Higher Education- | For +2 College,+3 Colleges and Management discipline |
| 4. Director, Secondary Education- | For Schools |
| 5. I&PR Department- | Printing of news paper |
| 6. Director, Industries | Cold Storages and Ware Housing |

- 30 -

1.2 Filing applications for allotment of land/shed

The project proponent will file the Preliminary Assessment Form along with the connected documents with the District Level Nodal Agency (DIC) for project approval by the District Level Single Window Clearance Authority (DLSWCA).

The District Level Facilitation Cell headed by General Manager, D.I.C shall assess the land and utility requirements for each of the projects based on the information furnished by the proponent. In respect of applications of Green category of industries/projects to be established in IDCO Industrial Estates, the Facilitation Cell will process and dispose the applications which will be ratified in the next meeting of the DLSWCA.

1.3 Appraisal Format for assessment of different criteria

An appraisal format has been developed by the High Level Committee incorporating certain broad principles based on which fresh allotment of land shall be considered by the DLSWCA. A total of 50 marks have been assigned to assess the different criteria. In order to be eligible for recommendation by DLSWCA for considering allotment, the proposal must secure a minimum of 25 marks for making it eligible for allotment of land. In case there is more than one proposal for a given plot/shed in Industrial Estate, the unit who secures higher marks as per appraisal format shall be considered for allotment of land/shed. In case of Industrial Estates where 75% of the available land has already been allotted, a higher cut off of 35 marks may be applied.

1.4 Allotment of land/shed at Division Level of IDCO

After approval of DLSWCA, the proposals having requirement of land more than 1(One) acre shall be recommended to IDCO Head office for approval by state level Land Allotment Committee. The Project proposals having land requirement of less than 1(One) acre shall be recommended by DLFC to concern Division of IDCO for allotment of land.

1.5 Internal timeline for allotment till handing over possession

The internal time lines for disposal of proposals have been decided as mentioned hereunder.

Activity	Timeline
Placement of proposals for allotment of land/shed in Industrial Estate / Areas before LAC	To be placed in the next meeting of LAC after receipt of proposal from DLFC (After DLSWCA approval) / Nodal Agencies after assessment of land.
Date of holding LAC meeting	15 th of Every Month
Issue proceedings of LAC meeting	Within 5 days of holding of LAC
Issue of allotment letter	Within 03 days of issue of LAC Proceeding

Deposit of land cost	Within one month from the date of issue of allotment order.
Execution of Agreement to lease	Within 15 days of receipt of land cost
Handing over possession	Within 15 days of execution of Agreement

In case the land allotment is recommended by the DLFC after the approval of DLSWCA, the allotment letter shall be issued by the Divisional Head within 15 days. Thereafter the other timelines, as mentioned above, shall apply.

1.7. Broad category of MSMEs

Land use for Industries in Industrial Estates/Areas shall be permitted to MSME units for broad category of MSME units such as 1. Agro & Food based 2. Engineering and Metal based 3. Chemical based 4. Forest and Wood based 5. Paper and paper based 6. Live stock and Leather based 7. Plastic and Rubber based, 8. Textile based 9. Electrical and Electronics based 10. Glass and Ceramic based 11. Miscellaneous manufacturing, 12. Miscellaneous Servicing and 13. Repair and Service instead of specific product or services in line with Registration Certificate issued by DIC. IT & ITES projects will come under Electronics and Electrical Category.

1.8. Issue of allotment letter

IDCO will issue allotment letter as per approval of DLSWCA/LAC to the MSME unit in the prescribed format. The unit is required to pay processing Fees of Rs5000/-, land cost and statutory dues like IMC, Ground Rent and Cess at one go within 30 days of issue of allotment letter.

1.9. Agreement

IDCO shall allot land to the entrepreneurs/Industrial units in the Industrial Estate/Area on lease/license for 90 years or the residual lease period, whichever is less from the date of handing over possession as per terms and conditions decided by the Corporation. Subsequent to allotment, an agreement shall be executed by the Corporation with the allottee for land utilization for the project within the moratorium period i.e 3 years from the date of handing over possession of land. The Corporation shall allow the allottee/lessee for construction and utilization of the project within the moratorium period and shall consider to execute the lease deed with the lessee only after utilization of land for the project. After utilization of the land, lease deed shall be executed between the Corporation and the allottee for a period of 90 years or the residual lease period, whichever is less from the date of handing over possession.

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1.10. Rate of IMC

The lessee is required to pay Annual Infrastructure Maintenance Charges as mentioned below.

SI No	Category of Industrial Estates/Areas	Rate of IMC per acre per annum (as on 1.04.2012)
1	AA	Rs10,000.00
2	A	Rs8,000.00
3	B	Rs 6,000.00
4	C	Rs 5,000.00

Further it has been decided that the above rate of IMC will be hiked @5% cumulatively per annum till its further revision.

1.11. Category of Industrial Estates in terms of infrastructure facilities

Industrial Estates have been categorized depending upon infrastructure facilities envisaged which is stated below.

SI No	Category	Infrastructure facilities envisaged
1	AA	2-lane paver road, Water supply, power infrastructure including sodium vapour street light, arboriculture and pucca drain
2	A	Blacktopped road, water supply and power infrastructure including street light. Drain could be provided in some of the area depending upon necessity and economics of the concerned area..
3	B	Road, either water supply or power infrastructure(Without street light)
4	C	Only approach road and some internal roads
5	D	Raw land with no development

1.12. Interest and penal interest on delayed payment of IDCO dues

All dues of IDCO including Land cost, HP dues, GR, Cess, IMC, Water dues etc. will carry simple interest @ 12% per annum. In case of default in payment of any type of dues, penal interest @ 2% per annum shall be charged on the defaulted amount for the defaulting period. Payment received will be first adjusted towards arrear penal interest, then towards arrear interest and balance if any towards the outstanding principal.

1.13. Long term agreement with reputed companies

The entrepreneurs are permitted to enter into long terms lease/agreement with reputed Companies in respect of social infrastructure projects. All such cases will be examined in Head Office for disposal.

1.14. Moratorium period for Land utilization

The allottee shall start civil constructions within 6 months of allotment and utilize the land within a period 3 years from date of possession. The Corporation may allow extension of moratorium period in spells of one year each with realization of penalty. The Corporation may decide the period of extension taking into account the extent of land to be utilized. In case the land has not been utilized in time and has been delayed for the reasons not attributable to the promoter, there will be no charge of penalty. However, if such delay in land utilization is attributed to the promoter, penalty @ 1% of prevailing land cost for each year of delay shall be charged for the said extension. Beyond such extended period the allotment of land shall stand cancelled and the land will be resumed without any refund of land cost.

All cases of delay in utilization of land will be examined by the Committee of CGMs and its recommendation submitted to CMD/MD. Divisional Heads will submit their views on the reasons of delay with full justification

1.15. Resumption of land/shed

IDCO shall have the right to resume the land, if the lease hold land/shed is not used for the purpose for which it was leased out beyond the moratorium period.

Divisional Heads are empowered to issue Show cause Notices/ Cancellation orders on the grounds of violation of lease conditions without referring to Head Office.

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1.16. Modalities for calculation of Ground rent and Cess of different units in Industrial Estates/Areas

The Board of Directors of IDCO in its 106th meeting(Special) held on 17.05.2016 have approved the following modalities for calculation of Ground rent and Cess of different units in Industrial Estates / Areas of the State.

1. The Ground rent and Cess in Industrial Estates/Areas should be charged by IDCO as per the instructions of Govt. in Industries Department issued vide letter No.26186 dg.19.9.96 i.e. at the rate of 1% of the land value excluding the development cost pro rata.
2. In case of existing allottees, the Ground rent and Cess should be revised only on revision of the same by the Govt.
3. In case of new allotment, the Ground rent and Cess should be charged at the prevailing land value as envisaged in the Government Circular cited above.
4. The practice of charging enhanced Ground rent and Cess by IDCO from the lessee in Industrial Estates / Areas at the time of post allotment request like change of name, change of activities which does not entail, any enhancement in land rate should be stopped forthwith.
5. In case of change of activity and change of constitution where enhanced land rate is being charged from the lessee for such change as per the decisions of the Board of Directors, in that case, ground rent and cess should be charged as per the new enhanced land value as envisaged in the Government Circular cited above.

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2. POST ALLOTMENT PROPOSALS

2.1 General conditions applicable for all post- allotment proposals

- i. All post-allotment proposals shall be accompanied with required documents as mentioned in the Annexure-2 with non-refundable processing fee of Rs 5000/- for industrial projects and Rs15000/- for social infrastructure projects
- ii. Lease deed must have been executed.
- iii. There should not be any encroachment of IDCO land/Road/Drain/Govt. land and violation of Zonal regulations
- iv. The proposals must be accompanied with all the required documents as mentioned in the Annexure attached to this circular.
- v. Proposals need to be accompanied with EM-I/EM-II/Udyog Aadhar Registration certificate from DIC

2.2 Transfer of lease hold property

- i. Application for transfer of lease hold property will be received at Division level. After due scrutiny the Divisional Head shall forward the proposal with the present status report of the unit along with documents as per the check list given in the Annexure.
- ii. Vacant land shall not be transferred under any circumstances.
- iii. Transfer of land without prior approval of the Corporation shall not be considered for regularization.
- iv. Transfer fee shall be realized on the prevailing land rate based on period of utilization, as follows:

15% on prevailing land cost if period of utilization is less than 5 years from the date of possession.

10% on prevailing land cost if period of utilization is more than 5 years and less than 10 years.

5% on prevailing land cost if period of utilization is more than 10 years.

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2.3. Transfer

- i. In case of transfer arising out of sale by OSFC/IPICOL/Financing Institutions U/s-29 of SFC Act-1951 and Court decree, the transfer Fee shall be 5% of the prevailing land cost. The transferee unit shall apply to the Corporation for transfer within one year of the sale. There will be penalty of 1% of prevailing land cost for each year of delay or part thereof.
- ii. In case of transfer arising within the immediate family members (Husband/wife/Son/Daughter), transfer fee shall be 1% of the prevailing land cost. No transfer fees shall be realized in case of transfer arising out of death of allottee provided that the transfer is made within the family.
- iii. In case of allotment to units belonging to Negative list in IPR, 15% additional land cost shall be added to the prevailing land cost for calculation of transfer fee.

2.4. Bi-partite lease deed

In case of transfer, bipartite lease agreement shall be executed with the transferee. Dues of the transferor will be borne by transferee, if detected after approval of transfer proposal.

2.5. Change of name of the unit

No fees shall be realized on change of name and style of the unit if there is no change in constitution and majority shareholding is not diluted.

2.6. Change of constitution of the unit

- i) Approval of IDCO will not be required for change of Directors if existing share holding pattern is not changed. However, intimation regarding change of Directors to be given to IDCO along with amended documents from Registrar of Companies for record within 90 days of effecting such change.
- ii) Approval shall be given for change of constitution on realization of following fee.
 1. If the main promoter retains more than 51% of total share in the new set up, transfer fees will be realized depending on the percentage of share diluted by him in the new set up.
 2. If the share of the main promoter is below 51% of the total share in the new set up, the proposal for change of constitution shall be treated as transfer and in this case Transfer fee will be realized as applicable to normal transfer as given in clause 2.2.

2.7. Change of Activity

- i. It is decided that land use in the Industrial Estates/Areas shall be permitted to MSME units for a group or range of products or services instead of specific product or services in line with Registration certificate issued by District Industries Centers. Accordingly, broad category of MSME units such as 1. Agro & Food based 2. Engineering and Metal based 3. Chemical based 4. Forest and Wood based 5. Paper and paper based 6. Live stock and Leather based 7. Plastic and Rubber based, 8. Textile based 9. Electrical and Electronics based 10. Glass and Ceramic based 11. Miscellaneous manufacturing, 12. Miscellaneous Servicing 13. Repair and Service will be mentioned in the allotment letter.
- ii. Change of activity within the same category or others during the implementation period of the unit may be considered without any Fee.
- iii. In case the unit is allotted land in a specific industry cluster (for e.g. Plastic Park, Sea Food Park etc), the change of activity from one sector to other shall not be permitted.
- iv. **Penalty**
Change of activity beyond the extended moratorium period will attract penalty of 1% of prevailing land cost.
- v. **Vacant land/shed**
Change of activity beyond the implementation period shall not be considered if the allotted land/shed is lying vacant.
- vi. **Change in activities in Industrial Estates, Chandaka and Mancheswar**
Change in activities in Chandaka and Mancheswar I. E. shall be restricted to the area of IT, ITES, Services, Social infrastructure and Bio-technology sectors only. Existing unit applying for change of activity within the same category or another category will be allowed.
- vii. **Activities under negative list of IPR**
Additional land costs @15% of prevailing land rate shall be realized from the unit if the propose activity is in the Negative list under IPR.
- viii. **Ware housing projects**
More than 20% of the total area of any Industrial Estate will not be allowed for the purpose of Ware Housing project.
- ix. **Social Infrastructure projects**

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Change of activities from Industries to Social infrastructure Projects :-

SLNo.	Type of Social Infrastructure	Zones as per IPR 2007	Land cost/Transfer fees
1.	Educational Institution, Star Hotels, Ware Houses, Hospitals and Health Services	Applicable for entire state	1.5 times of prevailing land rate
2.	Multiplex, Leisure and Entertainment etc	Zone-C&D	Same rate applicable to Industries at prevailing land rate
		ZONE-B	1.5 times of prevailing Land rate for Industries
		Zone-A(Except Bhubaneswar Municipal Corporation Area)	2 times of prevailing land rate for Industries
		Zone-A(Bhubaneswar Municipal Corporation Area)	2.5 times of prevailing land rate for industries

x. **Penalty for change of activity made without prior approval of IDCO**

In case of change of activity made without prior approval of IDCO penalty shall be charged at Rs.4000/- , Rs.10,000/- and Rs.20, 000/- for Micro, Small and Medium Industries respectively.

2.8. **Refund of deposit of the allottee against surrender of allotted land/shed.**

i) Amount paid by allottees / entrepreneurs towards processing fee, penalties, surcharges etc. against the allotted properties are not refundable.

ii) In case allotted land/shed could not be handed over to the allottee by IDCO for reasons what so ever, full deposit (without accrued interest on the deposit) shall be refunded

iii) The cost of repair, damages causing loss, theft of fittings and legal expenses if any shall be deducted from the refundable amount.

iv. In case the request for refund of deposit is made within 90 days of allotment, having made payment either in part or full, deduction of 10% of land cost towards Administrative expenses along with cost of repair, damages causing loss, theft of fittings and legal expenses if any.

In case the request for refund comes after 90 days of allotment, deduction of 10% of land cost towards Administrative expenses for the 1st year and 5% of land cost per annum for the

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subsequent years and along with cost of repair, damages causing loss, theft of fittings and legal expenses if any. In case water supply is provided to the allottee by IDCO, the outstanding dues if any against the allottee shall be deducted from the amount to be refunded after obtaining NOC from the concerned Division. The allottee has to also clear the up to date Electricity bills and obtain NDC from the concerned authority, after which refund shall be made.

In case there are additional structure constructed on the allotted property with due approval by the competent authority, IDCO shall refund the cost of such structures after evaluating the cost as per prevailing State PWD Code / Corporation norms. This will be refunded only after disposal of property by way of sale / auction by IDCO. 10% of sale proceeds along with normal deduction as explained in the aforementioned paras shall be deducted towards administrative charges.

Unauthorized structure shall not be valued and no refund shall be made for the same.

v. In case of cancellation made on account of non-compliance of the terms & conditions of the allotment offer in stipulated period even on extended time, deposit made by the allottee either in part or full, deduction of 10% of land cost towards administrative expenditure.

In case the cancellation is made after 90 days, deduction of 15% of land cost towards Administrative expenses along with cost of repair, damage causing loss, theft of fittings and legal expenses etc if any provided, the same is done within the first year of allotment / possession. In case of delay exceeding the first year of allotment / possession, additional

5% of the land cost shall be levied as penalty for non-utilization of the property for each subsequent year of delay

vi. In case of cancellation / surrender leading to refund after 90 days of allotment , refund shall be made as mentioned in clause-iv above.

vii. In case the amount paid by the allottee is less than the amount to be deducted towards administrative charges, no refund shall be made.

viii) In case water supply is provided to the allottee by IDCO, the outstanding dues to be cleared by the allottee / entrepreneurs and NOC from the concerned Division shall be obtained before considering any refund.

ix) The allottee has to clear the Elect. Charges and obtained NDC from the concerned authority, after which refund shall be made.

x) In case there are additional structure constructed on the allotted property with due approval (building plan approval) by the competent authority, IDCO shall refund the cost of such structures as well evaluating the cost as per prevailing State PWD Code / Corporation norms but only after disposal of property by way of sale / auction deducting 10% towards administrative charges from the valuation of structures besides, normal deduction as explained above. Unauthorized structure should not be evaluated and no refund shall be made for the same.

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xi) In case IDCO resumes the allotted property through process of eviction, refund of deposit shall be made after deducting 10% on the deposits made by the allottee towards administrative charges, arrear statutory dues for the entire period of occupation and total legal expense along with other dues, if any.

2.9 Subletting of lease hold property (land / shed/ building)

The Board of Directors of IDCO in its 105th meeting held on 21.3.2016 have approved the following guidelines for giving permission for subletting by allottees only for industrial activities with the following conditions.

1. Subletting shall be limited to 50% of built-up area & allowed only for industrial activities. Subletting in case of Chandaka & Mancheswar Industrial Estate shall be limited only for IT, ITES & other green category industries.
2. Subletting of built-up shed may be allowed only with prior written permission of IDCO. The allottee should have completed at least 5 years of commercial production and justify need for subletting.
3. Subletting shall be allowed initially for 5 years.
4. Renewal for further period shall be allowed only after confirmation of proper utilization of subletted properties on case to case basis.
5. Subletting charges shall be levied @ 12.5% of annual rent on the basis of fair rent assessment as per PWD norms.
6. No mortgage permission shall be given to the tenant for mortgaging lease hold properties to the bank for availing loan for the project.
7. A standard agreement format shall be devised for agreement between the allottee and tenants which should contain tenant details, procedure to be followed in case of termination etc.

2.10. Regularization of encroachment

As per draft Land Regulation approved by Board in its 103rd meeting held on 31.10.2015, the Corporation shall pursue zero tolerance policy with regard to encroachment cases. Any excess land beyond allotment under the possession of the industrial unit shall be immediately surrendered to the Corporation and the same shall be considered for fresh allotment. Non-surrender of such excess land by the industrial Unit shall be treated as un-authorized encroachment and the same shall be evicted and resumed by the Corporation.

2.11. Revocation of cancellation of allotment

Revocation of cancellation of allotment may be allowed when the cause(s) of cancellation are duly complied provided there is no encroachment. In case of encroachment the revocation of cancellation shall not be considered till vacation of the encroachment duly verified by the Divisional Heads. The allottee shall pay damage charges @0.05% of the land value per day per acre from the date of cancellation till date of revocation without stipulating any minimum charge per day.

2.12. Issue of NOC for Mortgage right permission:

In pursuance to the Resolution No.31320/R&DM Dt.13th Nov. 2015 of Government of Odisha, Revenue & Disaster Management Department issue of NOC/Permission by IDCO in favour of the project proponents (Sub-lessees and subsequent sub-lessee) for creation of mortgage over leased out land for establishment of industry shall be allowed with the following conditions.

- (i) IDCO may be allowed to mortgage its leased land in favour of any scheduled bank or a financial institution duly notified by RBI or set up under a Law for execution of its own projects.
- (ii) IDCO may be allowed to permit its lessees/sub-lessees, subject to the conditions of original lease, to mortgage the sub-leased land for availing financial assistance for setting up or running the project for which the land has been leased, to any scheduled bank or a statutory financial institution.
- (iii) For the leases/subleases to be executed in future, appropriate clauses as at (i) and/or, as the case may (ii) above shall be incorporated in the lease deeds.
- (iv) All NOCs/Permissions granted for mortgage shall be subject to condition that in the event of foreclosure of mortgage and taking over of assets by the mortgage bank or other financial institution, the land so taken shall be used only for the purpose for which it was originally leased/sub-leased or for similar purpose permissible under the Industrial Policy Resolution. Further, the transferee in whose favour the land is so transferred shall be required to pay the transfer fee as decided by Government along with such incidental/administrative charges. On fulfillment of the above conditions, the IDCO may allot the land for the balance period of sub-lease to the transferee, on execution of a lease deed.
- (v) There are cases where Supplementary lease deeds have not been executed due to some technical reasons without fault of the Allottees. In such cases NOC for mortgage right will be issued in favour of leasee against the allotted lease hold property in Industrial Estate /

Area in anticipation of execution of **supplementary lease deed** of the land with G. A. / Revenue Department. The Divisional Heads will take prompt action to execute the Supplementary lease deeds after issue of such NOCs.

2.13. Delegation of allotment and post allotment matters to Division

Sl.No.	Allotment/Post allotment activities delegated to Division
1.	Allotment of land / shed in Industrial Estates measuring up to Ac.1.00 to units coming under manufacturing sector.
2.	Issue of NOC for Mortgage right to Units on allotted land /shed
3.	Change of Name & Style of the Unit
4.	Change of Constitution of Units where the main Promoter, after constitution change, will continue to have majority share i.e. more than 51%.
5.	Change of industrial activity under the same category or different category, provided the original Promoter continues to hold more than 51% share

2.14 Out of court settlement of disputes

In pursuance to the decision taken in the 103rd meeting of Board of Directors held on 31.10.2015, the following Committee is constituted to recommend for out of Court settlement of Cases in respect of MSME Units which are subjudice in different Courts.

1. CGM(Law), 2. CGM(MSME), 3. CGM(Land), 4. Concerned Divisional Heads and 5. G.M.(MSME) - Convenor

1. The pending Court cases relating to post-allotment matters may be taken up for out of court settlement where the grounds of cancellations are not severe such as non-payment of IDCO dues or change of industrial activity other than the activities for which allotted or for reasons which can be attributed to IDCO, etc. However, cases involving gross violation of lease / allotment conditions by the Promoter such as encroachment, residential use, cement godown, waste materials godown, show rooms & un-authorized sub-letting etc. shall not be brought within the ambit of such settlement.
2. The request for out of court settlement must come in writing from the Petitioner.
3. Committee may request the petitioner to be present himself / herself to present his/her case before the Committee, if required.
4. The Committee will make recommendation to resolve the matter amicably which will be placed in the Board for approval.

By orders of Managing Director

CGM(MSME)

Annexure-1CHECK LIST

SI No	Allotment/Post allotment matter	Documents required
1	Allotment of land /shed in Industrial Estate/Area	i) Approval of DLSWCA ii) Land assessment by DLSWCA iii) Project report iv) EM-I/Udyog Aadhar Certificate from DIC v) Land use plan vi) Evaluation sheet
2	Change of name and style of the unit	(i) NOC from the Bank / Financial Institution with whom the lease hold property has been mortgaged, if applicable. (ii) Amended EM-I/Udyog Aadhar Certificate (iii) Consent of Partners for change of name & style of the unit in case of partnership concern (iv) Resolution of Board of Directors for change of name & style of the unit in case of Private Limited Company (v) Documents in support of change of name by Registrar of Companies. Vi) VAT Registration certificate from Commercial Tax Department Vii) Service Tax from Central Excise Department
3	Change of constitution	i) Memorandum of Article of Association of Company in case of Private Ltd Company ii) Partnership deed in case of partnership concern (iii) NOC from the Bank / Financial Institution with whom the lease hold property has been mortgaged, if applicable. (iv) Consent of partners or Resolution of Board of Directors regarding change in constitution (v) Share holding pattern of Directors/Partners (vi) EM-I/Udyog Aadhar Certificate from DIC duly amended for change of constitution.

4	Reconstitution of Directors/Partners	i) Documents in support of induction/cession of Directors ii) Partnership deed iii) Shareholding pattern of Directors/Partners
5	Change of activity	(i) EM-I /Udyog Aadhar Certificate from DIC for proposed activity (ii) EM-II from DIC in case of existing units (iii) Document in support of performance of the Unit /Balance sheets for last 3 years, Electricity bill, Sales tax returns etc. (iv) Revised project report (v) Revised land use plan (vi) NOC from the Bank / Financial Institution with whom the lease hold property has been mortgaged, if applicable. (vii) Consent of all partners/Directors for change of activities
6	NOC for mortgage right permission	i) Check list and Data sheet (To be prepared by Division). ii) Bank Sanction letter iii) NOC of bank with whom mortgage right issued earlier. iv) In case of existing units document in support of utilization of allotted land / shed i.e. copy of EM-II from DIC, Balance sheets for last 3 years, Electric bills, Sales tax returns etc v) Resolution of Board of Directors / Partners
7	Transfer	i) Documents in support of utilization of allotted land/shed by the transferor like Balance Sheets of the company for last 3 years, Electric Bills, Sales Tax and Income Tax Returns etc in support of period of operation ii) PMT/ EM-II certificate issued in favour for transferor unit & EM-I /EM-II/Udyog aadhar certificate issued in favour of transferee unit. iii) Indemnity Bond by the Transferor and Transferee Unit

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		<p>iv) Detailed Project Report of Transferee unit.</p> <p>v) Copy of Partnership deed/ Trust deed/ Certificate of Incorporation & Memorandum & Articles of Association of the Company/ Trust/ Firm, as the case may be/ share patterns if any of the Transferee Unit.</p> <p>vi) Affidavit regarding present and permanent address of the Promoter(s)/ Partners/Directors/Trustees of the Unit/Firm/Company/Trust of the Transferee Unit.</p> <p>vii) Copy of resolution passed by all Partners/Directors/Trustee of the Transferor unit for disposal of the property in favour of transferee unit.</p> <p>viii) NOC from the concerned financing Institution if the property has been mortgaged earlier.</p>
8	Revocation of cancellation	<p>i) Documentary evidence in support of compliance on the grounds of cancellation.</p> <p>ii) Recommendation of Divisional Head</p>
9	Sub-letting	<p>i) Copy of lease agreement of Lessee</p> <p>ii) Proof of utilization of allotted property such as EM-II/PMT Registration Certificate from DIC</p> <p>iii) Copy of resolution passed by the Partners/Directors of the Firm</p> <p>iv) Copy of DPR of unit which propose to take built up space on rental basis.</p> <p>v) Copy of EM-I/Udyog aadhar from DIC for the unit which propose to take built up space on rental basis.</p> <p>vi) Lay out plan of the unit duly drawn in scale showing the built up area propose to be rented</p>

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Memo No. 15996 /Date: 23.07.16
Copy to PA to Chairman, IDCO for kind information of Chairman.

[Signature] 23.7.16
Chief General Manager (MSME)

Memo No. 15997 /Date: 23.07.16
Copy to PS to Principal Secretary to Govt., Industries Department, Govt. of Odisha, Bhubaneswar for kind information of Principal Secretary.

[Signature] 23.7.16
Chief General Manager (MSME)

Memo No. 15998 /Date: 23.07.16
Copy to PS to MD, IDCO for kind information of Managing Director.

[Signature] 23.7.16
Chief General Manager (MSME)

Memo No. 15999 /Date: 23.07.16
Copy to Director, Industries, Odisha, Cuttack/all General Manager, DICs for kind information and necessary action.

[Signature] 23.7.16
Chief General Manager (MSME)

Memo No. 16000 /Date: 23.07.16
Copy to the Divisional Head, MSME-I / MSME-II / Angul / Balasore / Berhampur / Bolangir / Cuttack / Jajpur Road / Sambalpur / Rourkela for information and necessary action.

Copy to the President / Secretary, Orissa Small Scales Industries Association, Cuttack / Orissa Young Entrepreneurs Association, Cuttack & Rourkela / Odisha Assembly of Small Medium Enterprises, Cuttack/ Odisha Industries Association, Jagatpur, Cuttack / Odisha Industries Federation, Jagatpur / Utkal Chamber of Commerce & Industry, Bhubaneswar & Rourkela / Association of Industrial Entrepreneurs of Bhubaneswar / NOCCI, Balasore for information with a request to circulate the above guidelines to all concerned.

Copy to all Chief General Managers, IDCO / All Land Officers, IDCO / GM (MSME), IDCO for information.

Copy to Manager (MIS), IDCO for information with a request to launch this circular in IDCO website for general information.

Copy to All Officers & Dealing Assistants of MSME Wing, Head Office, IDCO, Bhubaneswar for information and necessary action.

[Signature] 23.7.16
Chief General Manager (MSME)

T.C. Aristed
Deval
A.S.

Annexure #/10

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Sri Suvash Ch. Nathsharma, OAS(SAG)
Chief General Manager (MSME)

idco
Your partner to grow
ODI & MSME Corporation

ODISHA
NEW OPPORTUNITIES

NO: IDCO/ID/A-8968(P)/01/2024/ 34426

Date: 09/12/24
By Speed/Regd. Post

To

The PCCF, Odisha, BBSR
(e-mail: pccfodisha@gmail.com)
The Director of Industries, Odisha, Cuttack
(e-mail: diorissa@nic.in, diodisha@nic.in /
The Managing Director, IPICOL, BBSR,
(e-mail: md@investodisha.org /
The Managing Director, OSFC, Cuttack,
(e-mail: osfcho@osfcindia.com)/
The CEO, OCAC, Bhubaneswar,
(e-mail: chairman.ceo@ocac.in, contact@ocac.in)/
The Director, MSME-DFO, GoI, Cuttack,
(e-mail: dcdi-cuttack@dcmmsme.gov.in/

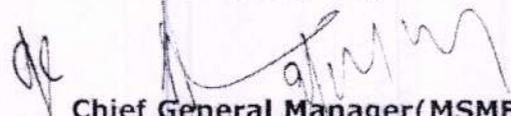
Sub: Proceeding of the Land Allotment Committee meeting dtd 14.11.2024.

Sir(s),

In inviting a reference to the captioned subject, I am directed to enclose herewith the proceeding of the Land Allotment Committee meeting dtd 14.11.2024 for favour of kind information and necessary action.

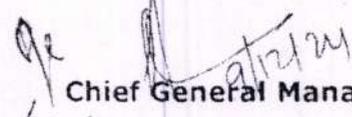
Yours faithfully,

Encl: As above


Chief General Manager (MSME)

Memo No. 34427/ Date: 09/12/24

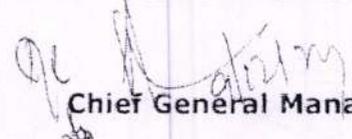
Copy alongwith copy of the proceeding of the Land Allotment Committee meeting dtd 14.11.2024 forwarded to the Sr. Private Secretary to Chairman, IDCO / Sr. Private Secretary to M.D., IDCO for kind information of Chairman and Managing Director.


Chief General Manager (MSME)

Memo No. 34428/ Date: 09/12/24

Copy alongwith copy of the of the Land Allotment Committee meeting dtd 14.11.2024 forwarded to the Executive Director, IPICOL / CGM(Land), IDCO, BBSR for favour of information and necessary action.

Copy alongwith copy of the of the Land Allotment Committee meeting dtd 14.11.2024 forwarded to all concerned DHs of IDCO for information and necessary action.


Chief General Manager (MSME)

Odisha Industrial Infrastructure Development Corporation

(A Government of Odisha Undertaking)

IDCO IDCO Towers, Janpath, Bhubaneswar - 751022 Odisha, INDIA

Ph: 0674-2541241-2541250, Fax: 0674-2541241

e-mail: pgm@msme@idco.in Web: www.idco.in

- 49 -

**PROCEEDINGS OF THE LAND ALLOTMENT COMMITTEE MEETING HELD ON
14.11.2024 at IDCO Board Room, 1st Floor, IDCO Towers, BBSR**

The LAC meeting was held under chairmanship of Sri Saswat Mishra, IAS, Chairman(IDCO).

Following members and invitees participated in the meeting.

Members

1. Director of Industries, Odisha (represented by Spl.Secretary to Govt., MSME Deptt. and In-charge of D.I., Odisha)
2. Managing Director(OSFC)
3. Managing Director(IPICOL)
4. Managing Director(IDCO)
5. PCCF(Odisha) (represented by Conservator of Forests(P&SM))
6. Director, MSME-DFO(Cuttack)

Invitees

1. CGM (Land), IDCO
2. CGM (MSME), IDCO

(I) Compliance of decisions taken in LAC meeting dated 25.01.2024 (MSME Wing)

- a) Total proposals placed - **39**
- b) Proposals approved - **31**
Current status : Allotment letter issued - 15
Demand letter issued - 10
Proposals under process - 5
Proposal cancelled on request of Unit - 1
- c) Proposals deferred - **08**

(II) Fresh Decision (MSME Wing)

The Committee deliberated on following proposals of MSME Wing and decided as given below.

Sl. No	Name of the Unit	Activities	Employment	Expansion / New	Recommended by DLSWCA/SLSWCA /Nodal Agency	Whether in the negative list	Project Cost (Rs. in Lakhs)	Area recommended by DLSWCA / SLSWCA / Nodal Agency	Decision of Land Allotment Committee
1	2	3	4	5	6	7	8	9	10
Nodal Agency - PCCF, Odisha									
I.E., Jaraka :									
1	Utkal Saw Mill, Prop- S. Kartar Singh	Saw Mill	14	New	Nodal Agency	Yes	30.90	Ac.0.344 (15,000 Sqft)	Approved for allotment of land measuring Ac.0.344 (15,00 Sqft) at I.E., Jaraka subject to availability of suitable land

(IV) Fresh Decision (Land Wing)

The Committee deliberated on following proposals of Land Wing and decided as given below.

Sl. No	Name of the Unit	Activities	Employment	Expansion / New	Recommended by DLSWC A / SLSWC A / Nodal Agency	Whether in the negative list	Project Cost (Rs. in Lakhs)	Area recommended by DLSWCA / SLSWCA / Nodal Agency	Decision of Land Allotment Committee
1	2	3	4	5	6	7	8	9	10
Angul District :									
SLSWCA									
1	M/s Jindal steel & Power Limited	Construction of valve station for Expansion of its integrated underground slurry pipeline	-	Expansion	IPICOL	No	970700 0.00	5929.5	IPICOL has recommended land measuring Ac.5929.50 for establishment of 25.2 MTPA integrated steel plant (19.2 MTPA to M/s. JSOL & 6 to MTPA M/s. JSPL). Comprising of Ac.2377.5 to M/s. JSPL & Ac.3552.00 to M/s. JSPL. Out of Ac.5929.5 allotment has been given for Ac.4383.625 in favour of project proponent. Now an area Ac.1.50 has been sanctioned by Collector, Angul and the same has been allotted to M/s. JSPL awaiting Post Facto approval. Postfacto approved for allotment of A.1.50 land in favour of the Company.
2	M/s Jindal steel Odisha Limited	For 19.2 MTPA Integrated Steel Plant	2435 0	New	IPICOL	No	970700 0.00	5929.5	Land Acquisition was done for M/s. JSPL and land measuring Ac.457.49 (Ac.447.13 in Badakera Jung and Ac.10.36 in Jamunda Jungle)

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- 50 -

										ready for allotment and rest Ac.3.59 is under process for acquisition. Approved for allotment of Ac.457.49 in favour of the Company.
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Bolangir District :**SLSWCA**

1	M/s Indian Oil Corporation limited	Establishment of 10 MW Solar Power Plant	120	New	SLSWCA	No	5227.83	48.00	Collector, Bolangir has sanctioned land measuring Ac.48.000 in village Kuturi under Deogaon Tahasil and now the same is approved for allotment in favour of IOCL.
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DLSWCA

1	M/s SAARAS ALLIED AGRO AND FOOD PVT LTD	Setting up Chicken meat processing units.		New	DLSWCA	No	1840.00	10.00	Approved for allotment of available land measuring Ac.9.600 in village Mandal under Belapada Tahasil in favour of the Company.
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Cuttack District :**DLSWCA**

1	M/s. Kisan Udyog	Cold Storage with cold chain	57	New	DLSWCA	No	—	7.00	Letter to be issued to the unit as no land is available in Dadhapatna.
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Dhenkanal District :**SLSWCA**

1	Rungta Mines Limited	For Railway Siding		Expansion	IPICOL	No		78.00	As per IPICOL recommendation IDCO has applied area Ac. 69.754 to Tahasildar. Odapada on dated 07.05.2022. Out of total area Pvt land Ac.63.824 Govt. land Ac.5.93
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Saroj Kumar Sethi, IAS
Chief General Manager(Land)



No.HO/P&A-LA-E- 8405/2022/VOL-II/

1167

Dated. 15 January, 2025

To
M/s.Jindal Steel Odisha Limited,
Plot No.3, Forest Park,
Bhubaneswar-751009
Email: bibhu.mishra@jindalsteel.com, pulin.sahu@jindalsteel.com

Sub:- Allotment of Ac.457.49 of land i.e. Private land Ac.345.22 and Government land Ac.112.27) in favour of M/s.Jindal Steel Odisha Limited (JSOL) for establishment of 19.2 MTPA Integrated Steel Plant at Angul, Odisha.

Ref:- IPICOL letter No.3248 Dtd.09.09.2022.
Letter No.32859/RDM Dtd. 13.09.2023 of R&DM Department.
This Office letter No.28531 Dtd.07.09.2023.
Your letter No.JSPL/BHU/IDCO/24/031 Dtd.08.08.2024.

Sir,

With reference to the above cited letters on the captioned subject, I am to intimate that your proposal for allotment of **Ac.457.49** land in different villages of Banarpal Tahasil in the District of Angul has been considered & approved in principle by the Land Allotment Committee held on dtd.14.11.2024 for establishment of 19.2 MTPA Steel Plant in the District of Angul in favour of **M/s.Jindal Steel Odisha Limited** as per the assessment made by IPICOL vide letter under reference and observation of Government in R&DM Department vide No.32859/RDM Dtd. 13.09.2023.

In order to proceed further, you are required to deposit the following amount with IDCO for taking further action on the matter. This amount is tentative and may revise at the time of final allotment of land, if required by the management.

SL No	Village	Area in Ac.	Land cost fixed per acre	Value of land	Annual Rent @ 1.75%	IDCO chg. @ 10% on land value	GST @ 18% on Annual Rent + IDCO charges	Total
1	Badkerjang Jungle	47.95	7,61,600	3,65,18,720	6,39,078	36,51,872	7,72,371	4,15,82,041
2	Badkerjang Jungle	9.18	7,61,600	69,91,488	1,22,351	6,99,149	1,47,870	79,60,858
3	Badkerjang Jungle	44.78	7,94,600	3,55,82,188	6,22,688	35,58,219	7,52,563	4,05,15,658
4	Jamunda Jungle	10.36	7,63,000	79,04,680	1,38,332	7,90,468	1,67,184	90,00,664
5	Badkerjang Jungle	342.37	12,58,000	43,07,01,460	75,37,276	4,30,70,146	91,09,336	49,04,18,218
6	Badkerjang Jungle	2.85	18,92,000	53,92,200	94,364	5,39,220	1,14,046	61,39,830
		457.49	62,30,800	52,30,90,736	91,54,089	5,23,09,074	1,10,63,369	59,56,17,269

You are, therefore, requested to deposit the above amount of **Rs.59,56,17,269/- (Rupees Fifty-nine crore fifty-six lakh seventeen thousand two hundred sixty-nine) only** with IDCO within 30 days from the date of issue of this letter for taking further action on the matter. Non-payment of above dues in time will be construed as your consent for non allotment of land.

It is made clear that IDCO is not liable to pay any interest on the amount of money, so deposited. After receipt of the above deposit(s), final order shall be issued as per norms of IDCO.

Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)

IDCO, LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA

+91- 674-2544180(O), EPBAX-2540820, FAX: +91 674 2542956/2541982,

E-mail: cqmland@idco.in Website: www.idco.in

Deposit may be made in shape of Bank Draft drawn in favour of "Odisha Industrial Infrastructure Development Corporation" payable at Bhubaneswar or through RTGS/NEFT -Bank: ICICI BANK LTD, Bapuji Nagar Branch, Plot No.17 SCR, Janpath, Bapuji Nagar, Bhubaneswar-751009, IFSC Code- ICIC0002598, A/c No.259805000108, MICR-751229022.

Yours faithfully,

Encl: Mandate Form IDCO.

Memo No. 1168 / Dtd. 15/01/25

Copy to the Joint Secretary to Government, Revenue & Disaster Management Department, Bhubaneswar for information with reference to his letter No.32859/R&DM Dtd.13.09.2023.

[Signature]
13/01/25
Chief General Manager(Land)

Memo No. 1169 / Dtd. 15/01/25

Copy to the Additional Secretary to Government, Steel & Mines Department, Bhubaneswar for information.

[Signature]
13/01/25
Chief General Manager(Land)

Memo No. 1170 / Dtd. 15/01/25

Copy to the Additional Secretary to Government, Industries Department, Bhubaneswar for information.

[Signature]
13/01/25
Chief General Manager(Land)

Memo No. 1171 / Dtd. 15/01/25

Copy to Executive Director, IPICOL, IPICOL House, Bhubaneswar-751007 for information with reference to his No.3248 Dtd.09.09.2022.

[Signature]
13/01/25
Chief General Manager(Land)

Memo No. 1172 / Dtd. 15/01/25

Copy to M/s.Jindal Steel & Power Limited, Plot No.3, Forest Park, Bhubaneswar-751009 (Email: bibhu.mishra@jindalsteel.com, pulin.sahu@jindalsteel.com) Bhubaneswar for information and necessary action.

[Signature]
13/01/25
Chief General Manager(Land)

[Handwritten signature]

[Handwritten initials]

[Handwritten signature]

~~SA~~
~~SB~~
X

Annexure-J/series

Saroj Kumar Sethi, IAS
Chief General Manager(Land)

idco
Your power to grow
ISO 9001 & 14001 Corporation

ODISHA
NEW OPPORTUNITIES

No.HO/P&A-LA-E- 8405/2022/VOL-II/

9441

Dated. 31 March, 2025

To
M/s.Jindal Steel Odisha Limited,
Plot No.3, Forest Park,
Bhubaneswar-751009
Email: bibhu.mishra@jindalsteel.com, pulin.sahu@jindalsteel.com

Sub:- Allotment of Ac.457.49 of land i.e. Private land Ac.345.22 and Government land Ac.112.27) in favour of M/s.Jindal Steel Odisha Limited (JSOL) for establishment of 19.2 MTPA Integrated Steel Plant at Angul, Odisha.

Ref:- This Office letter No.1167 Dtd.15.01.2025.
Your letter No.JSPL/BHU/IDCO/2025/006 Dtd.14.02.2025

Sir,

Please refer to this office letter No.1167 Dtd.14.02.2025 in which demand letter for an amount of Rs.59,56,17,269/- was issued in your favour for allotment of Ac.457.49 land i.e. Private land Ac.345.22 and Government land Ac.112.27 for establishment of 19.2 MTPA Integrated Steel Plant at Angul, Odisha with a copy to JSPL vide Memo No.1172 Dtd.15.01.2025.

M/s.JSPL vide their letter Dtd.14.02.2025 have requested IDCO to adjust the amount already paid by them earlier from the total demand amount issued in favour of JSOL. They have also furnished their willingness to adjust the corresponding amount and also undertake to not claim any amount, so adjusted, in favour of JSOL at later date.

The matter has been examined at IDCO level and an amount of Rs.16,59,20,670/- has been considered for adjustment as against Ac.457.49 land. Thus, JSOL is required to deposit balance amount of Rs.42,96,96,599/- (Rs.59,56,17,269 - Rs.16,59,20,670) with IDCO for allotment of above land.

SL No	Village	Area in Ac.	Total Demand Amount	Adjustment Amount	Balance to be paid
1	Badkerjang Jungle	47.95	4,15,82,041	47,95,000	3,67,87,041
2	Badkerjang Jungle	9.18	79,60,858	9,18,000	70,42,858
3	Badkerjang Jungle	44.78	4,05,15,658	1,97,72,594	2,07,43,064
4	Jamunda Jungle	10.36	90,00,664	76,41,018	13,59,646
5	Badkerjang Jungle	342.37	49,04,18,218	12,76,20,860	36,27,97,358
6	Badkerjang Jungle	2.85	61,39,830	51,73,198	9,66,632
		457.49	59,56,17,269	16,59,20,670	42,96,96,599

You are, therefore, requested to deposit the above amount of **Rs.42,96,96,599/- (Rupees Forty-two crore ninety-six lakh ninety-six thousand five hundred ninety-nine) only** with IDCO within 30 days from the date of issue of this letter for taking further action on the matter. Non-payment of above dues in time will be construed as your consent for non allotment of land.

o/c

Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)

IDCO, LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA

+91- 674-2544180(O). EPBAX-2540820, FAX: +91 674 2542956/2541982,

E-mail: comland@idco.in Website: www.idco.in

It is made clear that IDCO is not liable to pay any interest on the amount of money, so deposited. After receipt of the above deposit(s), final order shall be issued as per norms of IDCO.

Deposit may be made in shape of Bank Draft drawn in favour of "Odisha Industrial Infrastructure Development Corporation" payable at Bhubaneswar or through RTGS/NEFT -Bank: ICICI BANK LTD, Bapuji Nagar Branch, Plot No.17 SCR, Janpath, Bapuji Nagar, Bhubaneswar-751009, IFSC Code- ICIC0002598, A/c No.259805000108, MICR-751229022.

Encl: Mandate Form IDCO.

Yours faithfully,

Chief General Manager(Land)

Memo No. 9442 Dtd. 31/03/25

Copy to the Joint Secretary to Government, Revenue & Disaster Management Department, Bhubaneswar for information with reference to his letter No.32859/R&DM Dtd.13.09.2023.

Chief General Manager(Land)

Memo No. 9443 Dtd. 31/03/25

Copy to the Additional Secretary to Government, Steel & Mines Department, Bhubaneswar for information.

Chief General Manager(Land)

Memo No. 9444 Dtd. 31/03/25

Copy to the Additional Secretary to Government, Industries Department, Bhubaneswar for information.

Chief General Manager(Land)

Memo No. 9445 Dtd. 31/03/25

Copy to Executive Director, IPICOL, IPICOL House, Bhubaneswar-751007 for information with reference to his No.3248 Dtd.09.09.2022.

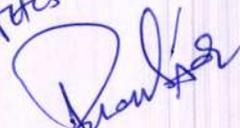
Chief General Manager(Land)

Memo No. 9446 Dtd. 31/03/25

Copy to M/s.Jindal Steel & Power Limited, Plot No.3, Forest Park, Bhubaneswar-751009 (Email: bibhu.mishra@jindalsteel.com, pulih.sahu@jindalsteel.com) Bhubaneswar for information and necessary action with reference to their letter No.006 Dtd.14.02.2025.

Chief General Manager(Land)

OLC

Pr. Approved


Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)

IDCO, LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA

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E-mail: cm.land@idco.in Website: www.idco.in