

24 SEP 2025

ASWINI K. PRADHAN
 NOTARY PUBLIC
 Bhubaneswar
 Regd. No-ON-92/2009
 Mob-9437284969

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
 EASTERN ZONE

ORIGINAL APPLICATION NO. 13/2025/EZ

BETWEEN

RASHMITA PATRA;

... APPLICANT

-VERSUS-

CENTRAL POLLUTION CONTROL BOARD & ORS.;

... RESPONDENT'S

**EXCEPTION TO THE REPORT FILED BY THE FACT FINDING
 COMMITTEE ON BEHALF OF THE RESPONDENT NO. 6**

I, Vishal Garg, son of Rajendra Prasad Garg, aged about 53 years, by faith Hindu, by occupation service and working for gain as Divisional Retail Sales Head, Bhubaneswar Divisional Office of IOCL at Indian Oil Bhavan, A/2 Chandrasekharpur, Bhubaneswar – 751024, do hereby solemnly affirm and say as follows:-

1. I am the authorized signatory of Respondent No. 6 and as such am authorized by Respondent 6 to make and affirm the present affidavit. I have made myself well acquainted with the facts and circumstances of the instant report and as such I am competent to sign and affirm the instant affidavit for and on behalf of Respondent No.6.
2. I have been served with a copy of report of the Fact Finding Committee (hereinafter referred to as to the said Report). I have read the copy of the said report and have understood its true scope, meaning, effect and purport.
3. At the outset, I state that the report is misconceived, frivolous, vexatious, harrassive and has been filed with vested interest and is mala fide.



विशाल गार्ग/ VISHAL GARG
 मंडल बिक्री प्रमुख/ Divisional Retail Sales Head
 भारतीय पेट्रोल कम्पनी/ Bhubaneswar Divisional Office
 इंडियन ऑइल कॉर्पोरेशन लिमिटेड (प.प.)
 Indian Oil Corporation Limited (M.D.)
 T/A, चंद्रसेखरपुर/ A/2, Chandrasekharpur
 बhubaneswar-751024, Odisha


ASWINI KUMAR PRADHAN
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4. The Respondent No. 6, Indian Oil Corporation Limited (hereinafter referred to as "**IOCL**"), most respectfully submits this exception to the report filed by the Joint Committee constituted pursuant to the directions issued by this Learned Tribunal in its order dated 27 January 2025. The said report pertains to the field inspection conducted in relation to the establishment of a MS/HSD Retail Outlet at Dasamania Village, District Jajpur, Odisha by M/s Jyoti Filling Station, the selected dealer pursuant to the advertisement published by IOCL.
5. At the outset, it is submitted that the report of the Fact Finding Committee suffers from gross factual inaccuracies, ignores relevant statutory approvals, and fails to account for the substantial documentary evidence on record which clearly establishes that all procedural and environmental norms have been duly complied with. The report, particularly its recommendations, is premised on incorrect assumptions and without proper appreciation of the approvals already granted by statutory authorities after due diligence and site verification.
6. It is submitted, as a threshold objection and without prejudice to the Respondent No. 6's detailed submissions herein, that the Fact Finding Committee's Report dated March 2025 has not been filed on affidavit as mandated by the Learned Tribunal's order dated 27 January 2025. In the absence of the report being supported by an affidavit, the findings and recommendations contained therein lack evidentiary sanctity and cannot be taken cognizance of by this Learned Tribunal. It is a settled proposition of law that any fact-finding report submitted pursuant to judicial direction must be placed on record in the form of a sworn affidavit so as to enable judicial reliance and ensure accountability of the deponents. In the present case, the report as filed is not accompanied by any affidavit from any member of the Fact Finding Committee, and hence, deserves to be disregarded in limine for want of proper verification and admissibility.


वैशाली गार्ग/ VISHAL GARG
 Regional Sales Officer/Divisional Retail Sales Head
 भारतीय पेट्रोल कम्पनी/भुवनेश्वर Divisional Office
 इंडियन ऑइल कॉर्पोरेशन लिमिटेड (पि.ए.)
 Indian Oil Corporation Limited (M.D.)
 ए/३, चण्डीबजार/A2, Chandrabazar
 भुवनेश्वर-751024/Bhubaneswar-751024, Odisha



X

ASWIN K. PRADHAN
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Regd. No-ON-92/2009
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7. It is stated that with respect to the first observation of the Joint Committee regarding the proximity of Dasamania Primary School to the proposed site, it is stated that the conclusion drawn therein is wholly misleading. The Fact Finding Committee has noted that in the absence of a Record of Rights (RoR) or physical boundary of the school, the radial distance from the school premises to the proposed outlet is "around 48 meters." This inference is factually incorrect and unsupported by credible evidence. It is submitted that the school in question is functioning on land owned by IDCO and has no registered RoR. During the Land Evaluation Committee (LEC) inspection, it was categorically found that no school or residential habitation existed within 50 meters from the proposed fill point, dispensing unit, or vent pipe, which is the relevant standard as per applicable NGT guidelines. This position was verified by the Tehsildar, Danagadi during issuance of the No Objection Certificate (NOC), and subsequent to public objections, an Additional Officer of IDCO independently measured the distance and reported the same as 87 meters. A topographical survey conducted thereafter confirmed the distance to be 92 meters. Therefore, the finding of the Joint Committee is erroneous, misleading, and contrary to factual records. A copy of the NOC dated 29 February 2025 is already annexed and marked as "Annexure B" in the affidavit in opposition on behalf of the Respondent No. 6 to the Original Application. The Respondent No. 6 craves leave to rely upon such affidavit during the course of hearing, if necessary.
8. It is stated that regarding the second observation concerning alleged water logging and the passage of a water stream through the subject land, it is submitted that this is a misrepresentation of the actual ground reality. The land in question falls within the Kalinganagar National Investment and Manufacturing Zone, a notified industrial area. The same was allotted to M/s Jyoti Filling Station by IDCO vide lease deed dated 08 August 2022 after clearance and approval from the 67th District Level Single Window Clearance Authority (DLSWCA), chaired by the Collector and

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विशाल कुमार गार्ग
विशाल कुमार गार्ग / Divisional Retail Sales Head
भारतीय तेल निगम लिमिटेड / Bhubaneswar Divisional Office
इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पि.ए.)
Indian Oil Corporation Limited (M.D.)
ए/ २, चन्द्रशेखरपुर
भुवनेश्वर-751024/Bhubaneswar-751024, Odisha




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District Magistrate, Jajpur. Prior to the grant of NOC, a comprehensive inspection was conducted by the Superintendent Engineer, Panikoili (R&B Division), who confirmed in his report dated 09 February 2024 that there exists no obstruction to natural watercourses and that the proposed construction is technically feasible. The NOC issued by the Tehsildar, Danagadi, on 29 February 2024 also clarifies that the proposed outlet does not obstruct any natural watercourse or affect environmental equilibrium. While the ADM, Kalinganagar has referred to a perennial water source allegedly passing through the land, it is humbly submitted that this is factually incorrect. No perennial stream has been identified on the proposed site. Even if seasonal rainwater runoff exists, such water can be effectively channelled through standard culvert infrastructure during construction, a practice routinely adopted in civil engineering projects of this nature. A copy of the lease deed dated 08 August 2022 is hereto annexed and marked as **“Annexure A”**.

9. Furthermore, as regards the concluding recommendation of the Joint Committee that the project be shifted to another location, it is respectfully submitted that such a recommendation is arbitrary, excessive, and beyond the remit of the Committee as directed by this Learned Tribunal. The mandate of the Committee was to undertake a factual verification of the allegations made in the Original Application. The Committee has not only disregarded the existence of multiple NOCs and statutory approvals granted by competent authorities but has also failed to acknowledge the lawful allotment of land, the validly executed lease deed, and the procedural compliance undertaken by IOCL and the selected dealer. The project site has been approved by all concerned departments including the Revenue, Police, Fire, and R&B Departments. The dealership was awarded after due process pursuant to a public advertisement and subsequent evaluation, and the LOI was issued to M/s Jyoti Filling Station on 30 December 2023. A copy of the NOC dated 29 June 2024 is hereto annexed

निष्ठा
 विपिन कुमार गार्ग
 विपिन कुमार गार्ग / Divisional Retail Sales Head
 भारतीय पेट्रोलियम कॉर्पोरेशन लिमिटेड, डिविजनाल ऑफिस
 इंडियन ऑइल कॉर्पोरेशन लिमिटेड (प.प.)
 Indian Oil Corporation Limited (M.D.)
 17/3, चन्द्रसेखरपुर/42, चन्द्रसेखरपुर
 बुधवार-751024/Bhubaneswar-751024, Odisha



ASWINI KU. PRADHAN
NOTARY PUBLIC
Bhubaneswar
Regd. No-ON-92/2009
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X

and marked as "Annexure B". A copy of the LOI dated 30 December 2023 is annexed hereto and marked as "Annexure C".

- 10. It is further submitted that the complainant, Ms. Rasmita Patra, has repeatedly engaged in forum shopping by initiating multiple proceedings before different authorities including two writ petitions before the Hon'ble High Court of Orissa (W.P.(C) No. 20271/2024 and W.P.(C) No. 4179/2024), both of which stand disposed of. The present application before this Learned Tribunal is a continuation of such vexatious litigation aimed solely at obstructing a lawfully approved project that serves public utility. The retail outlet is expected to cater to the increasing fuel requirements of industrial and agricultural stakeholders in the rapidly developing Kalinganagar region and will also contribute to local employment generation.
- 11. In view of the above submissions, it is most respectfully prayed that this Learned Tribunal may be pleased to reject the report filed by the Fact Finding Committee in its entirety and be pleased to uphold the statutory approvals granted in favour of the proposed MS/HSD Retail Outlet at Dasamania Village, District Jajpur, Odisha. It is further prayed that the Learned Tribunal may be pleased to permit the Respondent No. 6 to proceed with the establishment of the retail outlet in accordance with law and pass such further orders as may be deemed just and proper in the facts and circumstances of the case.
- 12. The statements made in paragraphs 1 to 3 are true to my knowledge and rest are my humble submissions before this Learned Tribunal.

वि.प्र. / VISHAL GARG
 मंडल वरिष्ठ विक्रय प्रमुख / Divisional Retail Sales Head
 भुवनेश्वर मंडल कार्यालय / Bhubaneswar Divisional Office
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड (वि.प्र.)
 Indian Oil Corporation Limited (M.D.)
 ए/२, चंद्रशेखरपुर/A/2, Chandrasekharpur
 भुवनेश्वर-751024/Bhubaneswar-751024, Odisha

Prepared in my office

[Signature]
Advocate
E.No - 0-479/99

[Signature]
Deponent
Deponent is known to me
and identified by me

विशाल गार्ग/VISHAL GARG
मंडल वरिष्ठ विक्रय प्रमुख / Divisional Retail Sales Head
भुवनेश्वर मंडल कार्यालय / Bhubaneswar Divisional Office
इंडियन ऑयल कॉर्पोरेशन लिमिटेड (वि.प्र.)
Indian Oil Corporation Limited (M.D.)
ए/२, चंद्रशेखरपुर/A/2, Chandrasekharpur
भुवनेश्वर-751024/Bhubaneswar-751024, Odisha



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NOTARY PUBLIC
Bhubaneswar
Regd. No-ON-92/2009
Mob-9437284969

ANNEXURE- "A"

1872200022(0)

Vol - 02
73-126

GOVT. OF ODISHA
DSR, JAIPUR
JAIPUR

भारत
INDIA

STAMP DUTY
NON JUDICIAL
Rs = 0054850
365512

08-08-2022

ODISHA

LICENSE NO. JPRFR001

3661 7438307

LC : 10,00,000 = ₹
 IIUC : 14,800 = ₹
 4(GR + DM) : 70,980 = ₹
 PF : 5000 = ₹
 GST : 6615 = ₹
 Total : ₹ 1,09,6,595 = ₹

Exp Recd
 21,932 = ₹
 10 = ₹
 50 = ₹
 22,002 = ₹
 355 = ₹
 ₹ 22,357 = ₹

District Sub-Registrar
JAIPUR



Additional District Officer
IDCO, Jaipur Road Division
9078124185



Jyoti Prakash Swain
 PROPRIETOR
 MOBILE - 9937090466

DISTRICT REGISTRAR
JAIPUR

Additional District Officer
IDCO, Jaipur Road Division

An Agreement made at Jaipur on 8th August year-2022

BETWEEN ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, a corporation constituted and operated by the state of Odisha under the ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION Act, 1980 (Odisha Act 1 of 1980) and having its Head Office at IDCO Tower, Janpath, Bhubaneswar, Odisha, Pin-751022, hereinafter called the "Lessor" / "Grantor" (which expression shall unless the context does not so admit, include its successors and assigns) of the **ONE PART**

JYOTI FILLING STATION
 JYOTI PRakash Swain
 PROPRIETOR



Franchising Sl. No- 262, Dt- 08.08.2022
Non-Judicial Stamps Worthy of Rs. 54,850/-
(Rupees Fifty four thousand eight hundred fifty only)

Sold to

M/s Jyoti Filling Station
Ch- Jyoti prakash Secair
At- Dasmanin, Po- Takhapura Kalinjy nagan
Dist- Jaipur

For Prakash Swain

S. Das 08/08/2022
STAMP CLERK
FRANKING
D.S. OFFICE, JAIPUR



DISTRICT REGISTRAR
JAIPUR



AND

"M/s. Jyoti Filling Station", being a proprietorship firm, and having its Registered Office:- At-Dasmania, PS-Jakhapura, Kalinga Nagar, District- Jajpur represented by Shri Jyoti Prakash Swain (Proprietor), aged about 38 year, S/o- Shri Jaladhar Swain, resident of village Juna, PS- Marshaghal, District- Kendrapara with EIN No.0132200714 carrying on business in proprietors in the firm-name and style of **M/s. Jyoti Filling Station** having his / their office / place of business At-Dasmania, PS-Jakhapura, Kalinga Nagar, District- Jajpur, hereinafter called the Lessee (which expression shall unless the context does, not so admit, include its successor/successors in business / is / their survivors or survivor and the heirs, executors and permitted assigns) of the **OTHER PART**.

The "Lessor" and the "Lessee" are (hereinafter together always referred to as the "Parties" and are individually, when necessary, referred to as "Party").

WHEREAS the Lessee/Lessees has/have applied to the Grantor/ Lessor for the grant to him/them/her/it of a lease of the land and premises hereinafter described, which the Grantor/Lessor has agreed to grant to him upon certain terms and conditions vide Allotment No.11999 Dtd.12.05.2022.

AND WHEREAS before signing this Agreement, the Lessee / Lessees has already deposited the total amount of Rs.10,43,070.00 for Ac.0.400 of land i.e., a sum of Rs.10,00,000.00 towards land cost @ Rs.25,00,000.00 per acre and Rs.14,000.00 as Industrial Infrastructure Up-gradation Scheme (IUS) component @ Rs.35,000.00 per acre and GST 18% Rs.2,520.00, Annual Rent of


Addl. Land Officer
IDCO, Jajpur Road Division

JYOTI FILLING STATION
JYOTI Prakash Swain
PROPRIETOR





DISTRICT REGISTRAR
JAI PUR



Rs.17,500.00 i.e. 1.75% of land value for the financial year 2021-22 with IDCO and GST @18% Rs.3,150.00, Rs.5,000.00 only towards non-refundable processing fee and GST @18% Rs.900.00.

NOW IT IS HEREBY MUTUALLY AGREED as follows: -

1. During the moratorium period of three years in case of Micro, Small or Medium Industries and five years in case of Large Industries from the date hereof the Lessee / Lessees shall have licence and authority only to enter upon the piece of land described in the first schedule hereunder written and delineated on the plan annexed hereto and there on for the purpose of building and executing works for the implementation of the project, there on as herein after provided and for no other purpose what so ever and until the grant of such Lease as is hereinafter referred to the Lessee / Lessees shall be deemed to be a bare Lessee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.
2. Nothing in these present contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part there so as to give to the Lessee/Lessees any legal interest therein until the lease hereby contemplated to be executed and registered but the Lessee/Lessees shall only have a licence to enter upon the said land for the purpose of performing this Agreement.
However, the Lessor shall permit the Lessee the use and occupation of the Licensed Premises during the period of License herein created without any hindrance/eviction

[Signature]
Addl. Land Officer
IDCO, Jaipur Road Division

SVOTI FILLING STATION
Jyoti Prakash Swamy
PROPRIETOR





DISTRICT REGISTRAR
JAIPUR



interruption and/or disturbance, claim or demand whatsoever by the Lessor or any person claiming by from under or in trust for the Lessor, save and except in the event of termination or prior determination under clause 6 below.

3. The Lessee/Lessees hereby agrees/agree to observe and perform the stipulations following that is to say: -

- a. That the Lessee/Lessees shall take possession of the property on "as is where is basis". No further demand shall be made to the Lessor for any improvement and / or development of the land whatsoever.
- b. The Lessee/Lessees may, at its own cost, put up two sign-boards indicating its name, on the exterior of the Licensed Premises, Provided that the dimensions and exact location of such sign boards shall be intimated, in advance, to the Lessor for its approval and that such approval should be obtained, in writing, Provided However, that such approval shall not be unreasonably withheld. Such signboards should not cause any damage to the facade of the Licensed Premises and shall not contravene any local laws or regulations.
- c. The said plot of land shall be fenced in during construction by the Lessee/Lessees at his/their/its expense in every respect.
- d. No work shall be commenced which infringes any of the Building Regulations set out by the Appropriate Authority, Governed by Govt. of Odisha until the said


Addl. Land Officer
IDCO, Jaipur Road Division

JYOTI FILLING STATION
PROPRIETOR
JYOTI FILLING STATION



6/8/22, 6:40 PM

Print Endorsement



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act: 1 of 2000) Act 1989, Schedule I-A No. 326. Fees Paid - A5(b)-21932 ,A-21-10 ,D-60, User Charges-355 , Total 22957

Date: 08/08/2022

[Signature]
Signature of Registering officer
DISTRICT REGISTRAR
JAIPUR

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar District Registrar JAI PUR AOM- between the hours of 10:00 AM and 1.30 PM on the 08/08/2022 by SITENDRIYA DASH ADDL LAND OFFICER ON BEHALF OF IDCO JAI PUR ROAD DIVISION , son/wife of , of AT-IDCO TOWERS,JANAPATH, BHUBANESWAR-22, by profession and finger prints affixed.



Signature of Presenter / Date: 08/08/2022

[Signature]
Signature of Registering officer.
DISTRICT REGISTRAR
JAIPUR

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SITENDRIYA DASH ADDL LAND OFFICER ON BEHALF OF IDCO JAI PUR ROAD DIVISION		 315673553	<i>[Signature]</i>	08-Aug-2022
JYOTI PRAKASH SWAIN PROPRIETOR ON BEHALF OF JYOTI FILLING STATION		 243389161	<i>[Signature]</i>	08-Aug-2022

Identified by SUVRANSU SEKHAR DAS Son/Wife of SUBODIYA KUMAR DAS of AT/PO-BATIRA, DIST-KENORAPARA by profession



plans and elevations shall have been so approved as aforesaid and thereafter he/they/it shall not make any alterations or additions there to unless such alterations and additions shall have been previously in like manner approved.

- e. The Lessee/Lessees shall have to start civil construction on the allotted property within six months from the date of possession and commence commercial production within three/five years from the date of handing over of possession. The extension of implementation up to one year may be allowed without imposition of penalty provided the Lessor is convinced that the delay is not due to the fault of the Lessee. However penalty at the rate of 1 % of prevailing land cost of the industrial estate shall be imposed beyond the approved implementation period at the discretion of the Lessor.
- f. The Lessee/Lessees shall be responsible for complying with all pertinent bye- laws, rules and regulations for the time being in force in respect of the changes made by the Lessee inside the Licensed premises the Lessee may deem fit for full enjoyment of the Licensed Premises.
- g. That Lessee/Lessees will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon.


Addl. Land Officer
IDCO, Jaipur Road Division

JYOTI FILLING STATION
Jyoti K. Jyoti Swamy
PROPRIETOR



8/8/22, 8:40 PM

Priet Endorsement

Identified by BASUDEV SAHOO Son/Wife of KHAJINDRA SAHOO of IDCO BBSR by profession Cultivator

BASUDEV SAHOO		 42439107	<i>Basudev Sahoo</i>	08-Aug-2022
SUVRANSU SEKHAR DAS		 42439113	<i>Suvransu Sekhar Das</i>	08-Aug-2022

Date: 08/08/2022

Signature of Registering officer

DISTRICT REGISTRAR

Endorsement of certificates of registration under section 60

Registered and true copy filed in : Office of the District Registrar, JAJPUR ADM-

Book Number : 1 | Volume Number : 1

Document Number : 11072200019

For the year : 2022

Seal :

Date: 08/08/2022



Signature of Registering officer

JAJPUR



- h. The Lessee/Lessees agrees/agree and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Lessor consequent upon the Lessor being required to pay more towards the compensation arising out of any law or order of any competent Court. The Lessee agrees and undertakes to reimburse the Lessor towards payment of higher compensation as may be assessed.
- a. That the Lessee/Lessees shall from time to time pay to the Lessor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Odisha under the Odisha Industrial Infrastructure Development Corporation Act, 1980 and the Rules framed thereunder.
- j. That the Lessee will keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.
- k. That the Lessee shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulation in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine


Addl. Land Officer
IDCO, Jaipur Road Division

NOTIFICATION STATION
JYOTI KUMAR
PROPRIETOR





DISTRICT REGISTRAR
JAIPUR



accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Divisional Head, IDCO and shall not, without the consent in writing of the Divisional Head, IDCO permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

- l. That the Lessee/Lesseees will not make any excavation upon any part of the said land nor remove any stone, earth, or other material there from except so far as may, in the opinion of the officer authorised by the Grantor/Lessor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.
- m. That the Lessee/Lesseees will not directly or indirectly transfer, assign, sell, encumber or parts with his/their/its interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Corporation. However in case of the Lessee is desirous of creation of charge/ interest of any Banking or Non-Banking Financial Company for financial assistance for the purpose of grant of license, the same may be executed with prior consent of the Lessor in the

[Signature]
Addl. Land Officer
IDCO, Jaipur Road Division

JYOTI FILLING STATION
JYCH, Bhubaneswar
PROPRIETOR





~~DISTRICT REGISTRAR~~ 23
JAJPUR





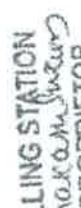
DISTRICT REGISTRAR - 2072
JAIPUR



4. That the Lessor hereby agrees to observe and perform the stipulations following that is to say:

- a. The Lessor shall not be liable to the Lessee, its Directors, officers, employees, servants, agents, invitees, visitors, customers or any other person using or at any time being upon the Licensed Premises or any personal injury, damage, loss or Inconvenience howsoever or whatsoever caused to them or to any goods or chattels brought by any person upon the Licensed Premises It being the intention of and agreed to between the Parties that the Lessee and other persons using the Licensed Premises shall use the same solely at the risk of the Lessee, provided that, such injury, damage, loss or inconvenience is not caused by the negligence of the Lessor, its employees or agents.
- b. The Lessor further agrees that as soon as the Divisional Head / Land Officer / authorized officer of IDCO certifies on the completion of factory building and on commencement of commercial production in accordance with the terms hereof and if the Lessee/Lessees shall have observed all the stipulations and conditions herein before contained, the Lessor will grant and the Lessee/Lessees will accept a lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for a term of 65 (sixty five) years or for the balance lease period, from the date of handing over possession.


Addl. Land Officer
IDCO, Jajpur Road Division


SYOTI FILLING STATION
JYOTI
PROPRIETOR





DISTRICT REGISTRAR
JAIPUR



c. The Lease shall be prepared in duplicate in accordance with form of Lease set out in the schedule hereunder-written with such modification and conditions there to as may be agreed upon and all costs, charges and expenses of and incidental to the execution of Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Lessee/Lessees alone.

5. Termination, post-termination obligations

Either Party ("non-defaulting party") shall be entitled to terminate this Agreement in the event of the other party ("defaulting party") committing a material breach of the terms, conditions and covenants contained in this Agreement to be observed and performed by the defaulting party by giving 30 days advance notice in writing and if the defaulting party rectifies the breach and informs the non-defaulting party in writing about the same within the said period of 30 (thirty) days then the notice will cease to be effective.

However, if the defaulting party is unable to rectify the breach within the period of 30 days, then this Agreement shall, at the option of the non-defaulting party, stand terminated.

6. Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by mail, at the following addresses of the Parties:


Addl. Land Officer
DCO, Jaipur Road Division

JYOTI FILLING STATION
Prakash Swamy
Jyoti PROPRIETOR



- a. To the Lessor at Its Registered office mentioned herein, and
- b. To the Lessee at
- i. The Licensed Premises and
 - ii. Its registered office

Notice shall be deemed to be given on the seventh business day after such notice is mailed, if sent by registered mail. Any notice shall commence on the day such notice is deemed to be given.

A Party may change its address for purposes hereof by notice to the other Party.

7. Force Majeure

Neither Party shall be liable to the other Party for failure to perform its obligations hereunder due to the occurrence of any event beyond the control of such Party and affecting its performance including, without limitation, governmental regulations, orders, administrative requests, rulings or orders, acts of God, war, war-like hostilities, civil commotion, riots, epidemics, or any other similar cause or causes.

8. Governing Law

It is declared and confirmed by the Parties hereto that what is recorded in this Agreement reflects the true intention of the Parties and neither Parties shall contend to the contrary. This Agreement shall be governed and construed in accordance with the laws of India.


Addl. Land Officer
IDCO, Jaipur Road Division

JYOTI FILLING STATION
Jyoti
PROPRIETOR





20/08/21
DISTRICT REGISTRAR
JAIPUR



9. Costs for Registration

All costs and expenses for preparation, execution and registration of this agreement/licence shall be borne by the Lessee.

10. Should there be any conflict between the terms contained in this Agreement and the term contained the IDCO Act/IDCO Land Regulations hereunder - written the latter shall prevail.

11. For the purpose of this Agreement to Lease the expression Chairman-cum Managing Director, IDCO shall include the Managing Director / the Land Officer / Divisional Head or any other authorised Officer of the Lessor.

LAND SCHEDULE

Name of the village: - Dasmanla			Name of the P.S. & No.: - Jakhapura		
Name of the Tahasil: - Danagadi			Name of the District: - Jajpur		
Sl No.	Khata No.	Plot No.	Total Area (In Ac)	Proposed Area (In Ac)	Remarks
1	2	3	4	5	6
1	130	227(P) ✓	0.140	0.040	
2	1	350/929(P) ✓	0.110	0.010	
3	1	351(P) ✓	0.320	0.020	
4	1	350(P) ✓	0.260	0.220	
5	97	349(P) ✓	1.310	0.050	
6	131	420(P) ✓	1.070	0.060	
Total:-			3.210	0.400	


 Addl. Land Officer
 Road Division

Page 12 of 13

JYOTIFILLING STATION
 Proprietor





[Handwritten signature]
DISTRICT REGISTRAR
JAIPUR



IN WITNESS WHEREOF Shri.....
 the Managing Director / the Land Officer / Divisional Head or any
 other authorised Officer of the Odisha Industrial Infrastructure
 Development Corporation (IDCO) has, for and on behalf of the
 aforesaid, Odisha Industrial Infrastructure Development
 Corporation (IDCO) set his hand and affixed the common seal of
 the Corporation hereto on its behalf and the Lessee/Lessee's hath
 hereunto set his/their hand/affixed the Common Seal of the
 Company the day and year first above written.

IN WITNESS WHEREOF

[Signature]
 Addl. Land Officer
 IDCO, Jajpur Road Division

JYOTI FILLING STATION
 JYOTI Prakash Swain
 PROPRIETOR

SIGNATURE OF THE PARTY OF
 THE ONE PART

SIGNATURE OF THE PARTY OF
 THE OTHER PART

1. Name - *Banadar Sahu*
 Address - *S/o Khayindra Sahu*
IDCO

JYOTI FILLING STATION
 JYOTI Prakash Swain
 PROPRIETOR

1. Name -
 Address -

2. Name - *Sunanda Sekhar Das*
 Address *S/o Subrata Kumar Das*
91/90 - Bafica -
Dist - Kendrapara
P.O - 754140

2. Name -
 Address -





Document filed in _____
Book No. _____ Volume No. 1
e-Registration ID No. 15122 00022(0)
e-Registration Document No. 1512200019
Date & Year 08/08/22

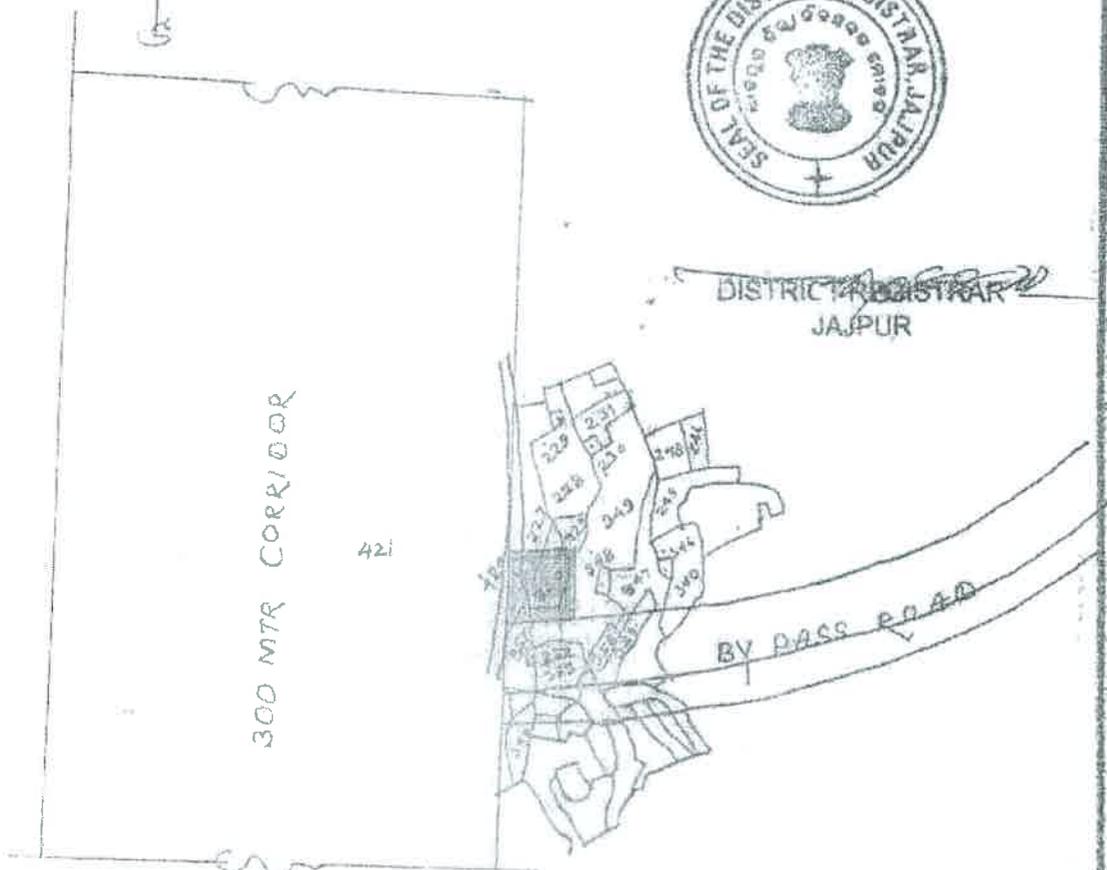
Registering Officer
Jaipur



MOUZA - DASMANIA
 THANA - JAKHA PURA
 TAHASIL - DANAGADI
 DIST - JAJPUR
 SCALE - 1/8" = 1 MILE Map Id No - 1870200002(6)



DISTRICT REGISTRAR
JAJPUR



(PLOT SIZE - 148'-0" X 118'-0")

LAND LEASED QUI TO M/S. JYOTI FILLING STATION SHAWAI.
THUS - [REDACTED] ACO 400


 REV. SUPERVISOR
 IDCO - BSR
 Supervisor


 ADDL. LAND OFFICER
 IDCO, JAJPUR DIVISION
 Addl. Land Officer
 IDCO, Jajpur Road Division

M/S. JYOTI FILLING STATION
 JYOTI FILLING STATION
 Jyoti Phatak, Shawai



ANNEXURE- B''

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Proforma
No Objection Certificate
(See rule 144 of the Petroleum Rules, 2002)

LSDA File No. : IIIJA03/24

Date : 29/06/2024

PESO lsdA No. : P/OR/JAJ/P586964/8(N3495)

Subject: No objection certificate under the Petroleum Rules, 2002.

With reference to the application No. NIL dated 11/01/2024 submitted by Tamal Dutta and in pursuance of rule 144 of the Petroleum Rules, 2002, there is no objection for granting licence under the Petroleum Rules, 2002 to Shri/Smt./M/s M/s. INDIAN OIL CORPORATION LIMITED, Bhubaneswar Divisional Office, 2nd Floor, Indian Oil Bhawan, Town/Village - Bhubaneswar (M. Corp.), District - KHURDA, State - Odisha, Pincode - 751024 for storage of petroleum products in their premises at Khasra No. Khata No-130, 1, 97, 131(Plot No- 227(p),350/929(p),351(p),350(p),349(p) & 420(p), Town/Village - DASMANIA, Taluka/Tehsil - Jajapur. District - JAJPUR, State - Odisha as shown in the site plan duly endorsed and enclosed herewith.

1. The following particulars have been considered while issuing this no-objection certificate, that-

- (a) comments from the Revenue Department on the issue, regarding the possession of the site by the applicant is lawful and there is an authorisation from the land owner or leaseholder for developing premises under these rules for storage of petroleum products;
- (b) comments from the Police Department regarding traffic density and impact on traffic;
- (c) comments from the concerned Municipal Corporation or Gram Panchayat or local area development authority as applicable, regarding the conformity of proposal to the local area development planning including schools, hospitals and mitigating measure, if any, is provided;
- (d) comments from the National Highways Authority of India or Public Works Department or any other authority concerned regarding road safety, road alignment and road access conformity;
- (e) comments from the Fire Department regarding accessibility of the site to the fire tenders in case of emergency and preparedness of fire services for combating the emergencies.

2. Condition of NOC

Conditions to follow :-

1. Fire safety arrangement shall be made as per the suggestions of the Assistant Fire Officer, Jajpur Fire Station, who shall be informed on completion of the Retail outlet for his inspection & issue of fire safety certificate.
2. Substantial plantation shall be developed in the surrounding areas.
3. Construction of Retail outlet shall in no way obstruct the natural watercourse.
4. The Retail outlet owner must abide with the terms and conditions of Superintending Engineer, Panikoili (R&B), Division.
5. The Retail outlet must not be constructed within 50 mtr radial distance from any human habitation,

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hutments, shops and industrial establishments.

6. The Retail outlet owner must abide with the terms and conditions of Explosive Substances Act, 1988 and amendments made from time to time along with Petroleum Rules, 2002.

7. The Proprietor Jyoti Prakash Swain, S/o- Jaladhar Swain of village Juna, Po/Ps-Marshaghai, Dist-Kendrapara, Odisha Pin-754213 shall be held responsible for any mishap/ casualty of the worker or public in course of their work or afterwards within their premises and be liable for such compensation as would be determined by local administration or by any court of law.

8. The Proprietor shall keep close watch on traffic density and impact on traffic to avoid any untoward situation.

9. If any proposal to the local or area development planning arises in future, the Proprietor shall abide by the terms & conditions as may be required.

10. It shall be the responsibility of the retail outlet owner to keep the site accessible to fire tenders in case of emergency and to remain prepared for fire services for combating the emergencies.

11. The retail outlet owner shall provide free air, drinking water and Toilet in the Retail Outlet premises.

12. The District Magistrate reserves the right to revoke/ Cancel the N.O.C. at any time without assigning any reason thereof for the interest of Govt. and general public or violation of any condition mentioned above and to be framed from time to time under these Rules.


Naba Krishna Jena

Additional District Magistrate


Addl. District Magistrate
[Signature and seal of District authority]
Jajpur

Copy forwarded to :

The Jt. Chief Controller of Explosives, East Circle, East circle, 8, Esplanade East, 1st floor, Kolkata (W.B.), 700069.

The Dy. Chief Controller of Explosives, Office Space - 201, 2nd Floor, NSIC-IMDC Building, Dharmapada Bhuban, Plot No. 6, Block-D, Mancheswar Industrial Estate, Bhubaneswar, 751010.

Note

1. The licensing authority shall accept the no objection certificate within period of three year from the date of issue for considering grant of licence.
2. A copy of drawing duly signed and endorsed by the No Objection Certificate issuing Authority shall be enclosed along with the No Objection certificate and forwarded to the above offices of PESO.

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ANNEXURE "C"



इंडियन ऑयल कॉर्पोरेशन लिमिटेड
 मुख्यालय भवन कार्यालय
 इंदिरा भवन, इंडियन ऑयल भवन
 A/2, चन्द्रशेखरपुर, भुवनेश्वर-751024
 दूरभाष: 0674-2745854, 2745722. फ़ैक्स: 0674-2742855



IndianOil
 A Maharatna
 Company

विपणन प्रभाग
Marketing Division

Ref: R/2023/IN002211/DR./000083/2201/00038

Page: 1 of 4

Date: 30.12.2023

To,
 JYOTI PRAKASH SWAIN
 S/O- JALADHAR SWAIN
 AT- JUNA, PO- MARSHAGHAI, DIST- KENDRAPARA
 ODISHA-754213

Dear Sir/Madam,

Sub: Proposed MS/ISD B Site Kisan Seva Kendra Dealership at Location: WITHIN 2 KM FROM JAKHAPURA POLICE STATION TOWARDS MILITARY CHOWK ON LHS ON BIJUPATANAYAK MARG ROAD, District: JAJPUR State: Odisha Category: OPEN

We refer to our advertisement dated 28.06.2023 and your application form No. IOC16917701027198 for the award of MS/ISD Kisan Seva Kendra dealership at the above location and your provisional selection as a Single Candidate on 19.10.2023.

Please be informed that by this Letter of Intent, we propose to offer you a Kisan Seva Kendra dealership of Indian Oil Corporation Ltd. at the above location on the following terms & conditions:-

1. You have offered a suitable piece of land admeasuring 1620 Sq. Meter approx.; 45 Meter (frontage) X 36 Meter (depth) at KHATA NO 130,197 & 131 PLOT NO*, Village MOUZA-DASMANIA, District: JAJPUR, State: Odisha, as indicated by you in the application for the development of the subject Kisan Seva Kendra. You have to make available said piece of land and submit all relevant land documents in respect of the same within 2 months from the date of this letter for enabling Indian Oil Corporation Ltd. to prepare layouts / applications for seeking the statutory approvals / licenses so that the Kisan Seva Kendra can be developed, failing which this offer is liable to be withdrawn.
2. For making the land available as required above, you will also ensure that the land arranged by you is either registered in your name or is leased to you for a minimum period as per the terms and condition of advertisement.
3. Indian Oil Corporation Ltd. shall prepare layouts / applications for obtaining all statutory approvals / licenses required for development of the Kisan Seva Kendra on the plot of land offered by you. You shall coordinate with the concerned statutory authorities for issuance of all requisite NOCs / Statutory approvals / Licences which are required for development of the Kisan Seva Kendra.
4. As and when advised by the Corporation, the site offered by you including the entry / exit / acceleration / de-acceleration / service road would be duly developed up to the road level by cutting/filling (as applicable), with good earth/murum, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12(e)/11(e) of affidavit submitted by you along with application. Kindly note that in case the site as offered by you for putting up the Kisan Seva Kendra is not developed as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice.
5. You will provide at the Kisan Seva Kendra infrastructural facilities like Permanent Sales Building (Including Public Toilet/Electric Room/Office Room/Store/Tube display/Dryway/KSK Buffer Strip/Approacher as per norms ,Yard Lighting,Water Connection/Borewell Compressor with Electronic Air Gauge/Generator/Inverter Non Fuel Facility at Kisan Seva Kendra as mentioned in the Bid/offer and after obtaining necessary clearances/approvals/licenses as applicable in each case.
 CIN: L23201MH1959G0101388, Office: INDIAN OIL BHAWAN, Website: www.iocl.com



6. In addition, you will also provide the following basic facilities at your cost at the Kisan Seva Kendra premises:-

- a. Clean drinking water.
- b. Free Air.
- c. Clean toilet.
- d. Telephone.
- e. First aid kit with valid medicines.
- f. Adequate illumination.
- g. PUC facilities, wherever it is mandatory.
- h. Other facilities as may be specified by the Corporation from time to time.

7. Additional facilities (site specific) like Canopy, Service Station or any other facility as may be decided by Indian Oil Corporation Ltd. from time to time would also be required to be developed by you. Further, in compliance of gazette notification dated 08.11.2019 which mandates provision of at least one alternate fuel facility in all new Kisan Seva Kendra commissioned post the said notification, you will ensure the minimum provision of at least one single point EV charging station conforming to standards and specification as prescribed by Divisional Office of Indian Oil Corporation Ltd. at the proposed site at your cost within the stipulated timelines.

8. Indian Oil Corporation Ltd. will provide storage tanks and pumps and other facilities considered necessary at the Kisan Seva Kendra.

9. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time.

i) At present, up to a combined sales volume (MS+HSD) of less than 600 KL in a financial year for the first 3 years of operation, the SSLF recovery from the KSK shall be Rs NIL / KL for MS and Rs NIL /KL for HSD including applicable taxes.

ii) However, the License fee will be applicable whenever the combined sales volume (MS+HSD) of the KSK reaches 600 KL or above during any financial year and the same will be recovered from the first month of the next financial year. However, regardless of sales volume of the KSK, the license fee will in any case be recoverable after 3 years of commissioning of the KSK. Presently, the license fee recoverable is Rs 196.51/- KL for MS and Rs 163.76/- KL for HSD including applicable taxes.

iii) After commencement of SSLF recovery, even if the sales volume drops below the minimum combined volume (MS+HSD) of 600 KLPA, the recovery shall continue as per (ii) above.

10. The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above, whatever may be the cause of the failure or delay.

11. You will ensure all financial and other arrangements for operating the Kisan Seva Kendra dealership. In case you are unable to arrange funds required for development of desired infrastructure and facilities at the Outlet allotted and the working capital for operation of the Kisan Seva Kendra as mentioned in the Advertisement for the location, this LOI can be withdrawn and you will have no claim/damages whatsoever against Indian Oil Corporation Ltd.

12. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application without approval of the Company, except your spouse as per terms and conditions of Indian Oil Corporation Ltd..

13. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership you will give us a written undertaking to this effect and shall not assign or part with the same to any other person (s).

You will not be eligible for taking up any employment. If you are already employed you will have to resign from the employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by Indian Oil Corporation Ltd..

14. You will deposit with us a Demand Draft for Rs. 360000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Bhubaneswar towards Security Deposit (after setting off Initial Security Deposit amount) at the time of issuance of appointment letter after compliance of all the requirements of LOI. Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such



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Page: 3 of 4

Date: 30.12.2023

15. You will also remit an amount of Rs. 5.0 Lakhs towards Non-refundable Fixed fee, by way of a Demand Draft for Rs 5.0 Lakhs drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Bhubaneswar within 15 days of receipt of NOC.
16. You will be notified by the Corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the Corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any Central / State Govt. / Municipal or Local authorities for the time being in force.
17. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
18. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.
19. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
- In case you or any of your family members (as defined under disqualification criteria of dealer selection guidelines) receive anytime or have received a letter of intent for any other "A/CC" site RO dealership or LPG distributorship from our company or any other oil marketing company either in your individual capacity or in partnership with any other individual(s).
 - In case you or any of your family member gets inducted as partner or proprietor in "A/CC" site RO dealership or LPG distributorship of our company or any other oil marketing company.
 - If it is found that you have suppressed and / or misrepresented any material facts in your application.
 - In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
 - In the event of death if you are an individual/partner.
20. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions of LOI, then LOI can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited. The Initial Security Deposit (ISD) would also be forfeited if you are unable to submit the total bidding amount within the stipulated time or withdraw for any reason, your selection would be treated as cancelled and LOI withdrawn. The LOI would also be withdrawn and selection cancelled, if you are unable to submit the Non-refundable fixed fee within the stipulated time. In such situations Initial Security Deposit (ISD) would be forfeited.
21. You will not sell/lease/mortgage the said land to any third party without the permission of Indian Oil Corporation Ltd. in writing, so long as the Dealership Agreement is valid and Indian Oil Corporation Ltd.'s facilities continue at the site.
22. In case of termination of / resignation from the dealership, within 3 months of disassociation from Indian Oil Corporation Ltd., you will execute a lease or will sub lease the land together with structures thereon to the company if the company so desires, for a period not exceeding 30 years at normal yearly rental (excluding Municipal Taxes) which shall not be more than 10 % of the then prevailing market value of the land and the structures standing thereon.
23. This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. The dealership will be allotted to you on your complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard dealership agreement between you and us.

Should you require any further details / guidelines, please get in touch with our office at the address mentioned below:

Bhubaneswar Divisional Office
Indian Oil Corporation Limited,
Bhubaneswar, Orissa

Remarks :

*PLOT NO-227(P),350/929(P),351(P),350(P),349(P) & 420(P)

Please acknowledge receipt of this letter,
Thanking you.

Yours faithfully
For Indian Oil Corporation Ltd.


Akula Srikant
Divisional Retail Sales Head



Ref: R/2023/IN002211/OR/000083/2201/00038

Page: 4 of 4

Date: 30.12.2023

ACKNOWLEDGEMENT

I/we hereby accept this Letter of Intent with all the terms and conditions stipulated therein.

I/We do hereby confirm that I/we am/are eligible for allotment of Kisan Seva Kendra dealership as per applicability of Multiple Dealership Norm defined under Clause "Disqualification" in the " Brochure for Selection of Dealers for Regular & Rural Retail Outlets" and I am / We are not disqualified for allotment of Kisan Seva Kendra dealership under other conditions mentioned therein.

I/We confirm that in the event of any proceedings pending against the dealership/distributorship (Court cases, Show Cause notices, etc.), on account of critical/major irregularities for violation of Marketing Discipline Guidelines/Dealership Agreement, Control Orders or ESMA, held by me/us or my family unit / any member/s of our organization (as defined under Multiple dealership norm for individuals/non-individuals of Disqualification criteria), the allotment made will be conditional and subject to the outcome of such proceedings. I/We understand that I/we will also not be entitled for any claim, damages, etc. in case of cancellation of allotment in the event of adverse verdict in such pending proceedings.



Signature: _____

Ref: R/2023/IN002211/OR./000083/2201/00038

Date: 30.12.2023

NOO:

CC : State Retail Head : Vide ref. 2201/20232024/284399 dated 29.12.2023 approval was obtained for issue of LOI. Accordingly the above LOI has been issued. This is for your kind information & records.

