



**BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 104/2025**

IN THE MATTER OF:

Pradeep Kumar Das & Ors.

...Applicants

Versus

State Of Odisha & Ors.

...Respondents

COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NO. 7

**TO THE ORIGINAL APPLICATION FILED BY THE
PETITIONERS.**

MOST RESPECTFULLY SHOWETH:

BEFORE SRI B. MOHANTY, NOTARY

I, **NITISH PAREKH**, aged about 35 years, son of Late Kailash Pareek, resident of 3C, 2nd Floor, Sahej Success, near New Court Building, Rourkela-769012, PS: Uditnagar, Dist: Sundargarh, Odisha, Proprietor of Mankash Enterprises (**Respondent No-7**), do hereby solemnly affirm and declare as under:

1. That I am the Proprietor of Respondent No. 7, M/s Mankash Enterprises, and am fully conversant with the facts and circumstances of the case and competent to swear this affidavit.



SATYAPADA SHARMA
ADVOCATE

Enrollment No. 1576/1994
Mobile No. - 7008717133

B. Mohanty
NOTARY ROURKELA
Regd. No ON-03/2008
GOVT OF ODISHA
EXP ON-03/07/2028

2. That the present O.A. is not maintainable either in law or on facts and as such is liable to be dismissed in limine with exemplary costs.
3. That, the Respondents No. 7, in need of land for the establishment of a unit, applied before the Respondent No. 5 for allotment of land in its favour.
4. That, based on the application of the present respondent, Respondent No. 5 allotted IDCO Plot No. 82/1 measuring an area of Ac.1.050 res in Village Kalokudar under Lathikata Tahasil of Sundargarh District on licence. The Subject Land was allotted to Respondent No. 7 vide License Agreement No. 11712101918 dated 13.09.2021, for the establishment of a fabrication and agricultural equipment manufacturing unit on payment of **Rs.69,30,000.00** (Rupees Sixty-Nine Lakhs Thirty Thousand) only.
5. That there is no cause of action for filing the present O.A. by the petitioner, and the so-called causes of action as described in the OA are all baseless and have been created for the purpose of this case only to harass and blackmail the Respondent No.7.



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 Regd.No ON-03/2008
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 EXP ON-03/07/2028

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 ADVOCATE
 Enrollment No. 1576/1994
 Mobile No. - 7008717133

Mankash Enterprises
 MANKASH ENTERPRISES
 PROPRIETOR

6. That, the petitioner has filed the present O.A. assailing the lease of forest land in favour of Respondent No. 7, i.e., M/s Mankash Enterprises, by the respondent No. 5, Orissa Industrial Infrastructure Development Corporation (IDCO).
7. That in the above-noted OA, the petitioners alleged violation of Section 2 of the Forest Conservation Act, 1980, which has been reproduced below for ready reference:

“Restriction on the reservation of the forest or use of forest land for non-forest purpose: Notwithstanding anything contained in any other law for the time being in force in a State, no State Government or other authority shall make, except with the prior approval of the Central Government, any order directing-

(i) that any reserved forest (within the meaning of the expression "reserved forest" in any law for the time being in force in that State) or any portion thereof, shall cease to be reserved;

(ii) that any forest land or any portion thereof may be used for any non-forest purpose;



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(iii) that any forest land or any portion thereof may be assigned by way of lease or otherwise to any private person or to any authority, corporation, agency or any other organisation not owned, managed or controlled by Government;

(iv) that any forest land or any portion thereof may be cleared of trees which have grown naturally in that land or portion, for the purpose of using it for reafforestation.”

8. That it is pertinent to mention here that the above section was inserted in the year 1988 by way of amendment, and the land in question was vested with the respondent no.5 by the Governor of Orissa in the year 1983, i.e. on 27/05/1983, much prior to the insertion of the section. Therefore, the question of violation/contravention of Section 2 of the Forest Conservation Act does not arise as the same was not in existence at the time of vesting of the land with Respondent No.5 by the Governor of Odisha.
9. That before execution of the leased deed with Respondent No.7 by the Respondent No.5, the land in question was demarcated, and the possession of which was handed over to the Respondent No.7. Whereafter, the respondent constructed a boundary wall around the land and possessing the same till today. After taking possession of the land, respondent no.7 had started construction on their respective lands.



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Regd.No ON-03/2008
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EXP ON-03/07/2028

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MANKASH ENTERPRISES
PROPRIETOR

Satyapada
SATYAPADA SHARMA
ADVOCATE
Enrollment No. 1576/1994
Mobile No. - 7008717153

10. That while the construction work was going on, they received letters from Respondent No. 6, wherein they were directed to stop the construction work over the land. In obedience to the letter issued by the Respondent No.6, Respondent No.7, being a law-abiding citizen, stopped the construction work immediately on the receipt of the letter.
11. That it is humbly submitted that there are no Neem, Mango and Mahula trees over the land leased out to the Respondent No.7; however, a few teak trees were over the land and the same was pointed out during joint verification made by Respondent No-4 & 6 in the presence of the present respondent. Absolutely, there is no forest over the land leased out to the present respondent, except a few grown-up Teak trees. The Photographs filed by the petitioners are all created for the purpose of this case.
12. That it is respectfully submitted here that Respondent No. 7 is a bona fide industrial unit investing for employment generation, complying with all terms, including payments to IDCO. No environmental damage was caused.
13. That land leased out to the present respondent by the Respondent No.5 was transferred to it in the year 1983 by the Governor of Orissa, and the same is much prior to the enactment of PESA.



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 PROPRIETOR

Satyapada Sharma
SATYAPADA SHARMA
 ADVOCATE
 Enrollment No. 1576/1994
 Mobile No. - 7008717133
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14. That the facts and averments made in the present O.A., which are not specifically admitted herein, are hereby denied. The deponent craves leave of this Hon'ble Tribunal to file an additional affidavit, as and when required, at the time of hearing or as may be directed by this Hon'ble Tribunal.

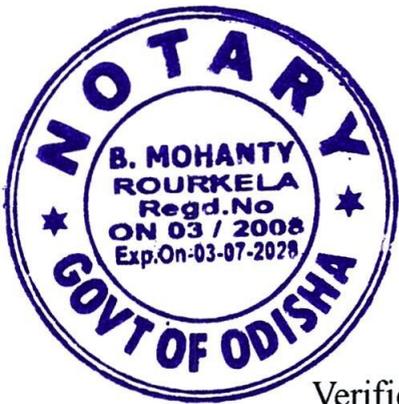
15. That the facts stated above are true to the best of my knowledge and based on documents available to me.

MANKASH ENTERPRISES
Nishant
Deponent **PROPRIETOR**

CS

SATYAPADA SHARMA
ADVOCATE
Enrollment No. 1576/1994
Mobile No. - 7008717133

VERIFICATION



Verified the contents of the above counter affidavit, which are true and correct to the best of my knowledge; no part of it is false, and nothing material has been concealed therein, and I signed this verification at Rourkela on this, the 5th day of December 2025. The Annexures to the Counter Affidavit are true copies of their respective originals.

Nishant

DEPONENT

CS

Advocate for Respondent no.7

Ranjita Barik
(0-1431/07)

N.R.SI No. 729 Dt. 06-12-2025

Solemnly Affirmed & Declared
Before me on Identification by
Mr. R. Barik Advocate
Ranjita Barik 08/12/2025
B. Mohanty
NOTARY, ROURKELA
Regd. No. ON-03/2008
GOVT. OF ODISHA

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
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...Respondents

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1.	Certified copy of the deed executed between Governor of Orissa and respondent No.5	7 to 22
2.	Deed of lease executed between Respondent No.5 and 7.	23 to 36

RESPONDENT No.7 THROUGH:



SATYAPADA SHARMA

ADVOCATE.

SATYAPADA SHARMA
ADVOCATE

Enrollment No. 1576/1994
Mobile No. - 7008717133

Place: Rourkela

Date - 05.12.2025



ଓଡ଼ିଶା ओडिशा ODISHA

N: 734305

Certified Copy No 37 /2025

Certified Copy of Document No 17326 1983

Containing 18 Sheets Xerox Copy Enclosed herewith.



Copy Prepared by

[Signature]
13/02/25

Correction addition nil

Compared by

[Signature]
13/02/25

Certified to be a True Copy

[Signature]
13/02/25
Registering Officer
Sundargarh
Registering Officer
Sundargarh

[Signature]
13/02/25
Registering Officer
Sundargarh
Registering Officer
Sundargarh

MANKASH ENTERPRISES

[Signature]
PROPRIETOR

Schedule XXI - Form No. 1

Copy of endorsement and certificates

REGISTER BOOK NO. 1, 3 OR 4

Copy of documents

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I hereby certify that the above mentioned documents are true and correct copies of the original documents as they appear in the records of the Government of Madhya Pradesh.

The State Government and the State Revenue Department are pleased to issue this certificate in pursuance of the provisions of the State Revenue Act, 1956.

Dated this 17th day of May 1952.

B. Mahapala B. K. Singh, J. P. Prithvi
 (S. coll. & revenue officer, Bundelkhand)

B. Mahapala B. K. Singh, J. P. Prithvi
 (S. coll. & revenue officer, Bundelkhand)

B. Mahapala B. K. Singh, J. P. Prithvi
 (S. coll. & revenue officer, Bundelkhand)

CERTIFIED COPY

Registering Officer
Sundarnagar



MANKASH ENTERPRISES

Proprietor

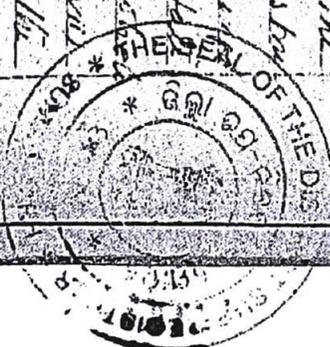
Copy of endorsement and certificates

Copy of document

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No. 118

Notice	Consent	Share	of	the	company	is	not	to	be	issued	in	the	name	of	the	company	as	it	is	not	in	accordance	with	the	provisions	of	the	Companies	Act	1956
and	the	share	of	the	company	is	not	to	be	issued	in	the	name	of	the	company	as	it	is	not	in	accordance	with	the	provisions	of	the	Companies	Act	1956



MANKASH ENTERPRISES
PROPRIETOR
 Nishant Acharya

CERTIFIED COPY
 Registrar of Companies
 Mankash Enterprises

1	CS	384	R	28	3251	1	54	more	1	R	5
4	5	CHARMAN	GR	10	128	1722	Ac	1	62	12	0
98	1652	1	1	10	10	2	38	1552	5	13	1458
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210	BIWA	GR	7051	pan	perch	211	Samprang	Ac	12	Kadanga	
67	646	Ac	0	56	635	0	32	533	1	41	532
1	73	470	R	32	474	0	55	427	0	95	418
2	45	416	0	21	415	1	52	421	0	17	412
1	12	421	0	18	409	3	38	408	0	16	407
0	17	426	3	10	405	0	69	404	R	03	405
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0	14	701	0	60	703	0	64	702	1	33	702
1	2	8	4	5	BOLBANGA	67	698	Ac	0	05	05
393	1	79	668	2	50	657	1	47	655	0	38
668	1	62	672	0	17	673	0	28	669	0	26
671	1	23	674	0	39	670	1	95	697	R	96
675	1	85	733	3	60	656	1	60	659	23	35
129	2	44	745	0	38	106	0	23	65	411	36-58
391	2	51	655	15	50	186	5	20	1031	0	50
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M. K. Saha
PROPRIETOR

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 Register Office
 Sundargarh

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Form No. 1
Copy of endorsement and certificates

REGISTER BOOK No. 1, 3 OR 4

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 Sundargarh

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 A(1) 141026.2
 A(19) 280.2
 Rs 141306.2

e-Registration
 I.D. No. 17/12/10/1918
 Document No. 117/12/10/1873
 Book No. I, Vol. No. 46
 Dated 14 day of Sep 2021

Registering Officer
 Pandosh

AGREEMENT

An Agreement made at 13 m on the day of September year-2021

BETWEEN THE 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, Jana path, Bhubaneswar, Odisha, Pin-751022, hereinafter referred to as IDCO represented by Sri Bijay Kumar Mohanty, aged about 58 years, Divisional Head, IDCO, Rourkela Division called the "Licensor" / "Grantor" (which expression shall unless the context does not so admit, include its successors and assigns) of the one part. Mob-9437003019, Aadhaar No - 516968240227, Pancard No- AGFPM7310J

MANKASH ENTERPRISES
 Nishu Kanchh
 PROPRIETOR

MANKASH ENTERPRISES
 Nishu Kanchh
 PROPRIETOR

DIVISIONAL HEAD
 IDCO, ROURKELA DIVISION
 ROURKELA

69,30,000
 121,07K
 7512K

1918



6449/ Dt. 7.8.21.
 Indian Non-Judicial & Court Fee Stamp Sold To
 Name: M. K. Mohanty
 S/o. W/o. D/o. M. K. Mohanty
 Address: ...
 Rs. 100
 (Rupees)



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)-141026 ,, User Charges-280 ,Total 141306

Date: 13/09/2021

Registering Officer
Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar PANPOSH between the hours of 10:00 AM and 1:30 PM on the 13/09/2021 by ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION THROUGH DIVISIONAL HEAD BIJAY KUMAR MOHANTY, son/daughter/wife of , of IDCO ROURKELA DIVISION, ROURKELA, SUNDARGARH , by caste , profession Cultivation and finger prints affixed.

MANKASH ENTERPRISES
PROPRIETOR

Signature of Presenter / Date: 13/09/2021

Registering Officer
Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION THROUGH DIVISIONAL HEAD BIJAY KUMAR MOHANTY		 314729383		13-Sep-2021

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Nitish Parekh

Don Jmm



(1)

AND

M/s Mankash Enterprises, Prop- Shri Nitish Parekh S/o-Late Kailash Pareek aged about 31 years, company incorporated under the companies Act 2013, and having its registered office at **IDCO Plot No-82/1, Sundargarh** with **EIN No-0311101386** carrying on business as **proprietorship** in the firm-name and style of **M/s Mankash Enterprises, Prop- Shri Nitish Parekh** his place of business at **IDCO Plot No-82/1, Industrial Estate Kalunga, Sundargarh** hereinafter called the Licensee/Licensees(Which expression shall unless the context does not so admit, include its successor/successors in business/is/their survivors and heirs, executors. **Aadhar No-373311592970, Pancard No-BCCPP8492A, Ph No-9692211117.**

And Permitted assigns)

_____ of the other part.

Administrators and permitted assigns of such last survivor)

The "Licensor" and the "Licensee" are hereinafter together always referred to as the "Parties" and are individually, when necessary, referred to as "Party".

MANKASH ENTERPRISES
Nitish Parekh
PROPRIETOR

MANKASH ENTERPRISES
Nitish Parekh
PROPRIETOR

Don Jmm
DIVISIONAL HEAD
IDCO, ROURKELA DIVISION

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(2)

WHEREAS the Licensee/Licensees have applied to the Grantor/ Licensor for the grant to him/them/her/it of a lease of the land and premises hereinafter described, which the Grantor/Licensor has agreed to grant to him upon certain terms and conditions ANDWHEREAS before signing this Agreement, the Licensee/Licensees has paid the sum of **Rs.69,30,000.00 (Rupees Sixty Nine Lakhs thirty thousand only)**. Being the amount of land cost payable by the Licensee/Licensees.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. During the period of three years from the date hereof the Licensee/licensees 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/Institution i.e **Manufacturing of Fabrication and Agriculture Equipments Unit**, 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 Licensee/Licensees shall be deemed to be a bare Licensee 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 Licensee/Licensees any legal interest therein until the lease hereby contemplated to be executed and registered but the Licensee/Licensees shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

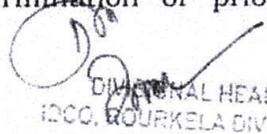
However, the Licensor shall permit the Licensee the use and occupation of the Licensed Premises during the period of License herein created without any hindrance/eviction interruption and/or disturbance, claim or demand whatsoever by the Licensor or any person claiming by from under or in trust for the Licensor, save and except in the event of termination or prior determination under Article 6 below.

MANKASH ENTERPRISES

PROPRIETOR

MANKASH ENTERPRISES

PROPRIETOR


 DIVISIONAL HEAD
 1000, BOURKELA DIVISION
 BOURKELA

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(3)

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

- a) That the Licensee/Licensees shall take possession of the property on "as is where basis is". No further demand shall be made to the Licensor for any improvement and / or development of the land whatsoever.
- b) The Licensee/Licensees 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 Licensor 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 Licensee/Licensees 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 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 Licensee/Licensees shall have to start civil construction on the allotted property within **six months** from the date of possession and commence Academic Session/ commercial production within **three** 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 Licensor is convinced that the delay is not due to the fault of the licensee. 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 licensor.

MANKASH ENTERPRISES

Nishu Sachin
PROPRIETOR

MANKASH ENTERPRISES

Nishu Sachin
PROPRIETOR

[Signature]
DIVISIONAL HEAD
ICCO, ROURKELA DIVISION
2007/2008

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(4)

- f) The Licensee/Licensees 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 Licensee inside the Licensed premises the Licensee may deem fit for full enjoyment of the Licensed Premises.
- g) That Licensee/Licensees 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.
- h) The Licensee/Licensees agrees/agree and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Licensor consequent upon the Lessor being required to pay more towards the compensation arising out of any law or order of any competent Court. The Licensee agrees and undertakes to reimburse the Licensor towards payment of higher compensation as may be assessed.
- i) That the Licensee/Licensees shall from time pay to the Grantor/ Licensor 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 Licensee will keep the Grantor/Licensor 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.

MANKASH ENTERPRISES
Nitish Pareek
PROPRIETOR

MANKASH ENTERPRISES
Nitish Pareek
PROPRIETOR

[Signature]
DIVISIONAL HEAD
CCO, ROURKELA DIVISION

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(5)

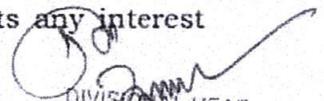
- k) That the Licensee shall observe and confirm to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulation in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary 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 Licensee/Licensees will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor/Licensors, 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 Licensee/Licensees 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 Licensee 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 Licensor in the format and procedure mentioned under the regulations and rules of the Licensor. In this event also, it is hereby clarified that at no point of time the Licensee per se gets any interest over the demised premises of the License.

MANKASH ENTERPRISES


 PROPRIETOR

MANKASH ENTERPRISES


 PROPRIETOR


 DIVISIONAL HEAD
 IDCO, ROURKELA DIVISION
 (C-1111)

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(6)

- n) That the Licensee/Licensees shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry other than the purpose for which the land is allotted.
- o) That the Licensee/Licensees shall at own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Divisional Head concerned.
- p) The Licensee shall always be liable to make good the exterior and structure of the Licensed Premises including walls, drainage and roof by carrying out necessary repairs or renovations within its statutory common duty of care.
- q) That in employing skilled and unskilled labour the Licensee/Licensees shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.
- r) The Licensee/Licensees hereby agrees/agree to bear all charges to be paid to the power supply company for making the power available to the Licensee in terms of these presents and for consumption of the electric power by the Licensee.

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

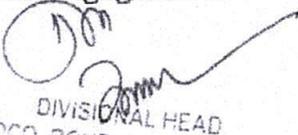
- a) The Licensors shall not be liable to the Licensee, its Directors, officers, employees, servants, agents, invitees, visitors, customers or any other person using or at any time being upon the Licensed Premises or any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to 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 Licensee and other persons using the Licensed Premises shall use the same solely at the risk of the Licensee, provided that, such injury, damage, loss or inconvenience is not caused by the negligence of the Licensors, its employees or agents.

MANKASH ENTERPRISES

PROPRIETOR

MANKASH ENTERPRISES

PROPRIETOR


 DIVISIONAL HEAD
 1000 BOURKELA DIVISION

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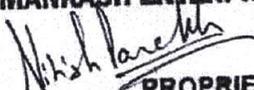
(7)

- b) The Licensor further agrees that as soon as the Divisional Head / Land Officer / authorized officer of IDCO certifies on the completion of factory/Institute building and on commencement of Academic Session/commercial production in accordance with the terms hereof and if the Licensee/Licensees shall have observed all the stipulations and conditions herein before contained, the Licensor will grant and the Licensee/Licensees will accept a lease (which shall be executed by the parties in duplicate) of the said land and the factory 4building/Institutional Building erected thereon for a term of 52(Fifty Two) years or for the balance lease period 2073, from the date of handing over possession.
- 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 Licensee/Licensees alone.

5. Termination, post-termination obligations

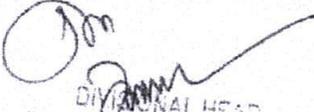
Either Party ("non-defaulting party") shall be entitled to terminate this Agreement in the event of the other party ("defaulting party") committing a material breach of the terms, conditions and covenants contained in this Agreement to be observed and performed by the defaulting party by giving 30 days 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 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.

MANKASH ENTERPRISES

 PROPRIETOR

MANKASH ENTERPRISES

 PROPRIETOR


 DIVISIONAL HEAD
 IDCO, ROURKELA DIVISION
 ROURKELA

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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:

- a) To the Licensor at its Registered office mentioned herein, and
- b) To the Licensee 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.

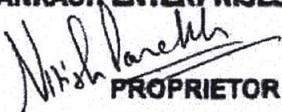
A Party may change its address for purposes hereof by notice to the other Party.

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.

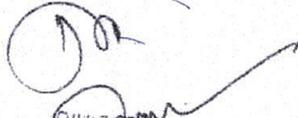
8. Governing Law

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.

MANKASH ENTERPRISES

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MANKASH ENTERPRISES

PROPRIETOR


 DIVISIONAL HEAD
 IDCO, ROURKELA DIVISION
 ROURKELA

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(9)

9. Costs for Registration

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

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 Odisha Industrial Infrastructure Development Corporation (IDCO).

IN WITNESS WHEREOF **Sri Bijay Kumar Mohanty**, aged about **58** years, the 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 Licensee/Licensees hath hereunto set his/their hand/affixed the Common Seal of the Company the day and year first above written.

MANKASH ENTERPRISES

Nishu Pareek
PROPRIETOR

MANKASH ENTERPRISES

Nishu Pareek
PROPRIETOR

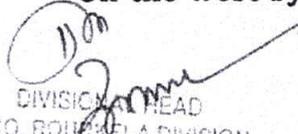
10/11
DIVISIONAL HEAD
IDCO, ROUKELA DIVISION
ROUKELA

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(10)
LAND SCHEDULE
 (Description of land)

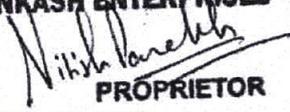
All that piece of land known as IDCO Plot No. 82/1, Revenue Khata No-60, Revenue Plot No-82(P), Village-Kalokudar, in the Kalunga Industrial Estate, within the village limits of Kalokudar, Tahasil Lathikata District Sundargarh in Odisha containing by measurement Ac.1.05,, Annual Rent-Rs.1,21,275.00 & marked as red coloured boundary lines on the plan annexed hereto.

On the North by	:	Road
On the South by	:	IDCO LAND
On the East by	:	IDCO Plot No-82/1
On the West by	:	IDCO Land


 DIVISIONAL HEAD
 IDCO, ROURKELA DIVISION
 ROURKELA.

SIGNATURE OF THE
 PARTY OF ONE PART

MANKASH ENTERPRISES


 PROPRIETOR

SIGNATURE OF THE
 PARTY OF THE OTHERPART.

IN WITNESS WHEREOF

WITNESSES;

- Jitendra Kumar
 C/o-Lete Kumar Kumar
 JG2 (Civil) IDCO
 Rourkela, Division
- Sanjukta Nayak
 W/O-Diby Sanjaya Nayak
 IDCO, Rourkela Division.

WITNESSES;

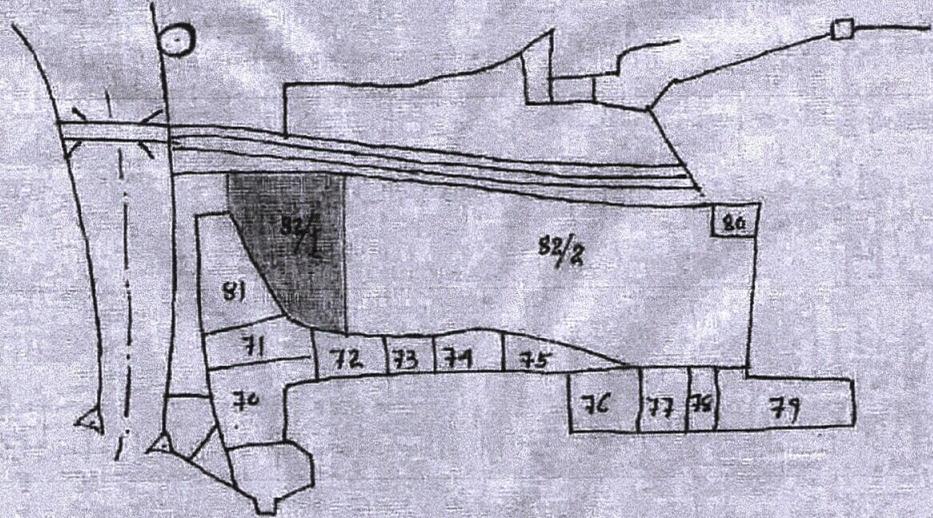
- Nishu Kumar Tulasya
 S/o Sri Shekhar Kumar Tulasya
 Chitranali
 Rourkela
 Odisha
- Vikash Kumar
 S/o Sri R.P. Khuria
 A/33, Sahid Nagar
 Bhubaneswar

MANKASH ENTERPRISES

 PROPRIETOR

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SITE PLAN OF M/S MANKASH ENTERPRISES,
 AT INDUSTRIAL ESTATE KALUNGA
 VILL:- KALOKUDAR
 DIST:- SUNDARGARH
 SCALE: 16" = 1 MILE



IDCO PLOT NO	REV-KHATA NO	REV-PLOT NO	AREA
82/1	60	82(D)	AC 1.05
			AC 1.05

BOUNDARY
 NORTH:- ROAD
 SOUTH:- IDCO LAND
 EAST:- IDCO PLOT NO- 82/2
 WEST:- IDCO LAND

DIVISIONAL HEAD
 IDCO, KOLKATA DIVISION

Register Officer
 Panposh

Don
 [Signature]

MANKASH ENTERPRISES
 PROPRIETOR

MANKASH ENTERPRISES
 PROPRIETOR

~~8/6~~



M S MANKASH
ENTERPRISES
THROUGH PROP
NITISH PAREKH



14-Sep-2021

242832863

Identified by **NIKHIL KUMAR TULSYAN** Son/Wife of **SHRAWAN KUMAR TULSYAN** of **CHIKATMATI,ROURKELA,SUNDARGARH** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NIKHIL KUMAR TULSYAN				13-Sep-2021

42005986

Date: 13/09/2021

Registering Officer
Signature of Registering officer
Panposh

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, PANPOSH

Book Number : 1 || Volume Number : 46

Document Number : 11712101873

For the year : 2021

Seal :

Date: 15/09/2021

Registering Officer
Signature of Registering officer
Panposh

Print

MANKASH ENTERPRISES
M S Mankash
PROPRIETOR

IMPOUND CASE NO 12021

Certified that the duty stamp duty of Rs. 352469/-
Rupees Three Lakhs Fifty Two Thousand Four Hundred Sixty Nine only
with penalty of Rs. 2000/- has been realized from the party concerned
vide this office misc receipt No 125821 dated 13/9/21
Now the document is adjudicated proper stamp duty

Sub Registrar
Stamp Collector, Panposh