

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

O.A. NO. 104/2025/EZ

Pradeep Kumar Das and Ors.

....**APPLICANT**

Vrs.

State of Odisha & Others

....**RESPONDENTS**

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Cuttack

Dt. 5 .01.2026

ADVOCATE FOR RESPONDENT NO.05
PRONOY MOHANTY
ENROLMENT NO.734/2016
MOBILE NO.8658525777

Prasanna

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

O.A. NO. 104/2025/EZ

Pradeep Kumar Das and Ors.APPLICANT

Vrs.

State of Odisha & OthersRESPONDENTS

**COUNTER AFFIDAVIT FILED ON BEHALF OF
RESPONDENT NO.5 (ODISHA INDUSTRIAL
INFRASTRUCTURE DEVELOPMENT CORPORATION)**

I, Nandan Kumar Karar, aged about- 39 years, S/o- Late Gagan Chand Karar, at present working as Divisional Head, IDCO Rourkela Division, 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.5 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 to restrain the Private respondents and IDCO from accessing and using the forest land for non-forest activity until approval of central government is obtained under (Van Sangrakshan Evam Samvardhan) and to hold and declare that the alienation of Plot No.82, Khata No.60, under Mouza- Kalokudar, Tahasil-Lathikata of District-Sundergarh in favour of IDCO and subsequent transfer to the private

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

Nandan Kumar Karar

Divisional Head
IDCO Rourkela Division
Rourkela



Pradeep Kumar Das

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respondents as illegal and void for want of approval from central govt. under (Van Sangrakshan Evam Samvardhan) Adhiniyam, 2023 with direction to the IDCO and State Authorities to ensure protection of the existing forest and restoration of the damaged trees and to assess the environmental compensation for causing damage to the forest and realize the same from IDCO and private respondents, 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 O.A., in view of which the O.A. is liable to be dismissed, being not sustainable in the eye of law.

4. That, in reply to the averments made in Para-1 of the O.A., it is humbly submitted that, the Respondent no.5 the Odisha Industrial Infrastructure Development Corporation (IDCO) was established in the year 1981 with the specific objective of creating infrastructure facilities in the identified Industrial Estate/Areas for rapid and orderly establishment and growth of Industries, trade and commerce. It has been declared as the Nodal Agency for providing industrial infrastructure in the State of Odisha. Establishment of Industrial Areas, Industrial Estates, Functional Industrial Estates, Growth Centers etc. at different strategic locations and to provide infrastructure therein are the prime functions of the Corporation. The infrastructure includes essential facilities such as roads, drains, power, water, street lights amenities and social infrastructures such as banking, post office, telecommunication facilities, shopping complex etc. IDCO is

Handwritten signature: Nandan Kumar Karar

*Divisional Head
IDCO Rourkela Division
Rourkela*

Handwritten signature: Pradipta Kumar Mohanty

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PRADIPTA KUMAR MOHANTY
NOTARY, CUTTACK TOWN
REGD. NO. 01/2019



the nodal agency of Government for providing land to large projects which cannot come up in the Industrial Estate and Areas. It arranges to obtain/acquire land for all such projects in any location of the state. IDCO also takes up planning & execution of construction projects of government departments/undertakings on agency and contract basis with the help of its diverse technical manpower. It is committed to provide quality construction services with optimum cost in scheduled time. The expertise of IDCO is well recognized in consultancy, design execution of civil, electrical, water supply and public health engineering works. IDCO has been awarded ISO-9001 certification by RWTUV CERT, Germany during June' 97 and is the only govt. undertaking in the state having this unique recognition. The Corporation has also received ISO-14001 certification for adhering to environmental protection and resource conservation in all its activities. This Corporation is at present playing a pivotal role in bringing in private capital for development of infrastructure projects in the state. Requisite escort services are being provided to investors/ developers for implementation of infrastructure and industrial projects. The main objective of the Corporation is its continuous commitment to operate in economically, socially and environmentally sustainable manner in consultation with its stakeholders it interfaces with.

5. That, the averments made in Para-2 & 3 of the O.A. needs no reply.

Handwritten signature: Handan Kumar Karar

*Divisional Head
IDCO Rourkela Division
Rourkela*

Handwritten signature: Pradipta Kumar Mohanty

Handwritten signature: M
PRADIPTA KUMAR MOHANTY
NOTARY, CUTTACK TOWN
REGD. NO. 100/2015

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6. That, in reply to the averments made in Para-4 of the O.A., it is humbly submitted that, IDCO had entered into Agreement to Lease with M/s. OSC Steel Pvt. Ltd. and M/s. Mankash Enterprises vide Lease Deed No.11712101871 and 1171210874 dtd.13.09.2021 and Possession was handed over on 06.04.2023 and 05.06.2023 respectively. Copies of the Lease Deed No.11712101871 and 1171210874 dtd.13.09.2021 and Possession handing over report dt.06.04.2023 and 05.06.2023 are annexed herewith as **Annexure-A/5 Series & B/5 Series respectively.**

7. That, in reply to the averments made in Para-5 of the O.A., it is humbly submitted that, IDCO had entered into 'Deed of Agreement' U/s. 32 of The Orissa Industrial Infrastructure Development Corporation Act, 1980 with the Governor of Orissa for Govt. land measuring Ac.433.89 vide Lease Deed No.1732 dtd.27.05.1983 which includes the village Kalokudar for area measuring Ac.8.37. The area of Ac.6.14 Sabik Khata No.40 and Sabik Plot No.88 is the plot under consideration. The Annexure-4 as attached by the Applicants does not mention the specification of the plots to ascertain the grounds of their claim. Also, the date on the copy of the Joint Management Plan is of 27.05.1990 which clearly emphasizes that the plantation of the numbers of tress was done way after the land was registered in favour of IDCO through the deed mentioned dtd.27.05.1983. Copy of the Lease Deed No.1732 dtd.27.05.1983 is annexed herewith as **Annexure-C/5**

Nandan Kumar Karar
 Divisional Head
 IDCO Rourkela Division
 Rourkela

Pradipta Kumar Mohanti

PRADIPTA KUMAR MOHANTI
 NOTARY, CUTTACK TOWN
 REGD.No.CN-04/1995

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8. That, in reply to the averments made in Para-6 of the O.A., it is humbly submitted that, the IDCO had allotted IDCO Plot No.82/2 measuring Ac.4.30 at I.E. Kalunga to M/s. OSC Steel Pvt. Ltd. corresponding to Sabik Revenue Khata No.40 Sabik Plot No.88(P) of Rev village Kalokudar. The possession of the said land was handed over on 06.04.2023 with HAL Khata No.36 & 60 HAL Plot No.80 & 82(P).
9. That, in reply to the averments made in Para-7 of the O.A., it is humbly submitted that, the IDCO had allotted IDCO Plot No.82/1 measuring Ac.1.050 at I.E. Kalunga to M/s. Mankash Enterprises corresponding to Sabik Revenue Khata no.40 Sabik Plot no.88(P) of Rev village Kalokudar. The possession of the said land was handed over on 05.06.2023 with HAL Khata No.60 HAL Plot No.82 (P).
10. That, the averments made in Para-8 to 10 of the O.A. needs no reply.
11. That, in reply to the averments made in Para-11 of the O.A., it is humbly submitted that, the IDCO had entered into 'Deed of Agreement under Section 32 of The Orissa Industrial Infrastructure Development Corporation Act, 1980' with the Governor of Orissa for Govt. land measuring Ac.433.89 vide Lease Deed No.1732 dtd.27.05.1983 which includes the village Kalokudar for area measuring Ac.8.37. The area of Ac.6.14 Sabik Khata No.40 and Sabik Plot No.88 is the plot under consideration (Annexure-C/5).
12. That, the averments made in Para-12 & 13 of the O.A. needs no reply.

Nandan Kumar Karar

Divisional Head
IDCO Rourkela Division
Rourkela

Pradipta Kumar Mohanti
PRADIPTA KUMAR MOHANTI
NOTARY, CUTTACK TOWN
REGD.No-ON-04/1956

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13. That, in reply to the averments made in Para-14 of the O.A., it is humbly submitted that, a Letter No.8123/dt.07.03.2024 was issued to the Divisional Head, IDCO Rourkela Division from the Chief General Manager(MSME) after discussion with the Environment Section of IDCO in respect of the Forest(Conservation) Amendment Act, 2023 regarding execution of lease deed/ agreement to lease with units in respect of land coming under jungle kissam at I.E. Kalunga. Copy of the Letter No.8123/dt.07.03.2024 is annexed herewith as Annexure-D/5.
14. That, the averments made in Para-15 to 18 of the O.A. needs no reply.
15. That, since the averments made in Para-19 of the O.A. has already been replied while replying Para-14 of the O.A, the same needs no further reply.
16. That, the averments made in Para-20 to 22 of the O.A. needs no reply.
17. That, since the averments made in Para-23 of the O.A. has already been replied while replying Para-14 of the O.A, the same needs no further reply.
18. 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 frivolous application and wasting the precious time of this Hon'ble Tribunal.
19. That, the Petitioner has not come to this Hon'ble Tribunal with clean hands and is not entitled to get any equitable relief

Nandan Kumar Karar

Divisional Head
IDCO Rourkela Division
Rourkela

PRADIPTA KUMAR MOHANTI
NOTARY, CUTTACK TOWN
REGD. NO. 21/04/1995

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therefore. The original application is devoid of any merit and, therefore, is liable to be dismissed.

20. That, the rest of the averments which have not been specifically admitted in this affidavit, may be deemed to have been denied.

21. 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.

22. That, the facts stated above are true to the best of my knowledge, belief & materials on record.

Nandan Kumar Karar

Divisional Head

IDCO Rourkela Division
Rourkela

Advocate

5-1-2026

VERIFICATION

I, Nandan Kumar Karar, aged about 39 years, S/o-Late Gagan Chand Karar, at present working as Divisional Head, IDCO Rourkela Division, 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 *5th* day of January, 2026.

Nandan Kumar Karar

Divisional Head

IDCO Rourkela Division
Rourkela

VERIFICANT

CERTIFICATE

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

Dt. *5*.01.2026

ADVOCATE

PRANOY MOHANTY

ENROLMENT NO.734/2016

MOBILE NO.8658525777

solemnly sworn before
me by..... *N.K. Karar.*
being identified by..... *P. Mohanty Advocate*
at Cuttack Town Dated *05/01/2026*

P.K. MOHANTY, Notary, Cuttack Town

Regd. No-ON-04/1995

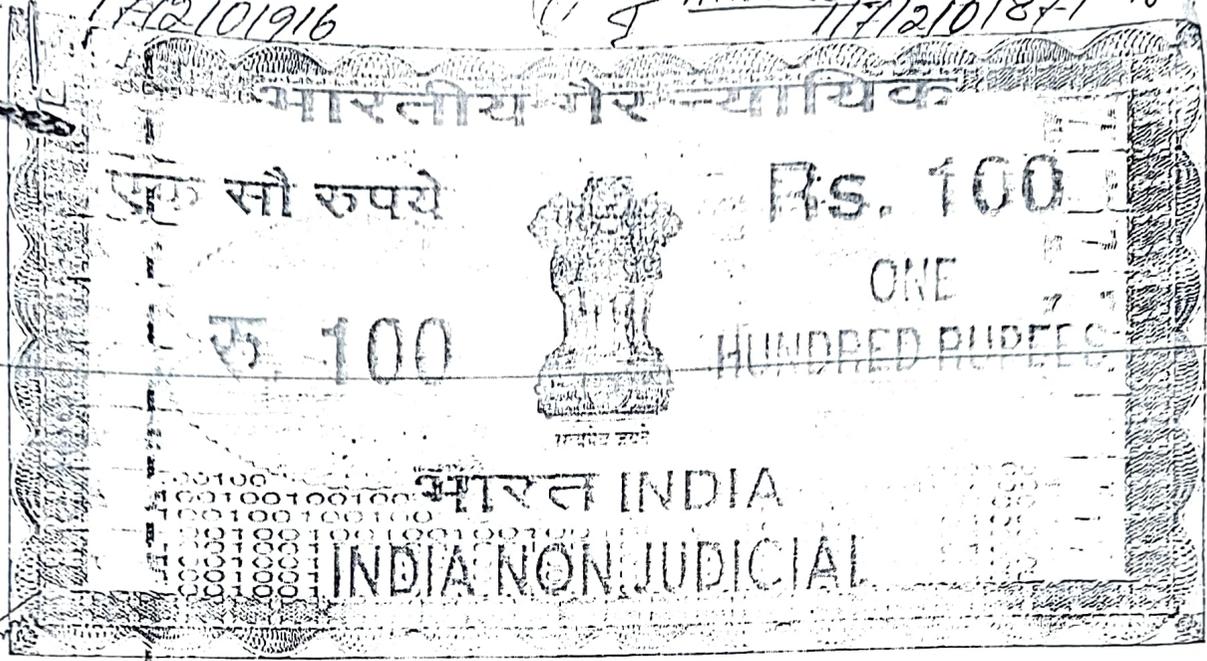
Pranoy Mohanty



Annexure-1

17/12/2019/16

17/12/2018/1 P8



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M 592274

Fee paid
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3-Registration
 D. No. 17/12/19/16
 Document No. 17/12/18/1
 Vol. No. 46
 Dated 13 day of Sep 2021

[Signature]
 Registering Officer
 Patna

AGREEMENT

An Agreement made at 13th 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, PAN No. ACFEP17310J

[Signature]
 Director

[Signature]



5212/1 2.6.21
 Indian Non-Judicial Stamp Paper Sold To
 Name:
 S/C No:
 Area:
 Rs: 100
 (Rupees)

Mahasa Chandra Bisoi
 Stamp Vendor, Rourkela
 2.6.21



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)-577533 ,, User Charges-280 ,Total 577813

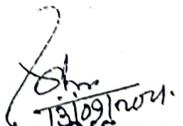
Date: 13/09/2021


 Registering Officer
 Signature of Registering officer
 Panposh

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,SUNDARGARH , by caste , profession and finger prints affixed.

Signature of Presenter / Date: 13/09/2021


 Registering Officer
 Signature of Registering officer.
 Panposh

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		 314729206		13-Sep-2021

- / X -



Vikash Kheria

(1)

AND

M/s OSC Steel Pvt.Ltd, Director-- Shri Vikash Kheria S/o-Sri Ram Pratap Kheria aged about 46 years, company incorporated under the companies Act 2013, and having its registered office at IDCO Plot No-82/2, Sundargarh with Udyog Aadhaar no-OD30B0002123 carrying on business as Directorship in the firm-name and style of M/s OSC Steel Pvt.Ltd, Director-- Shri Vikash Kheria his place of business at IDCO Plot No-82/2, 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-771243640065, Pancard No-AFQPK4988Q, Ph No-9938222999.

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".

OSC Steel Private Limited

Vikash Kheria

Director

[Faint signature and stamp]

(2)

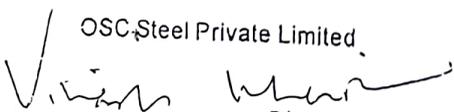
WHEREAS the Licensee/Licensees have applied to the Grantor/ Licensor for the grant to him/them/her/it of a lease of the land and premises hereinafter described, which the Grantor/Licensor has agreed to grant to him upon certain terms and conditions ANDWHEREAS before signing this Agreement, the Licensee/Licensees has paid the sum of Rs.2,83,80,000.00 (Rupees Two Crore Eighty Three Lakh Eighty 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 Establishment of a Steel, Iron & Ferro Alloys 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.

OSC Steel Private Limited


Director

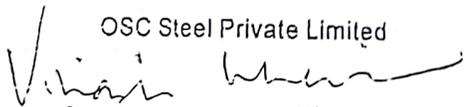


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(4)

- f) The Licensee/Licensees shall be responsible for complying with all pertinent by- 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 outgoing 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.

OSC Steel Private Limited


Director

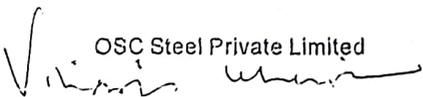
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(5)

- k) That the Licensee 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 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.

OSC Steel Private Limited



Director

(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 Licensor hereby agrees to observe and perform the stipulations following that is to say:

- a) The Licensor 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 Licensor, its employees or agents.

OSC Steel Private Limited

Vishwanath

[Signature]
Director

(7)

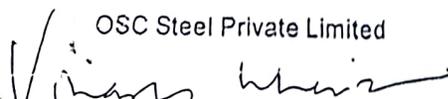
- b) The Licensor further agrees that as soon as the Divisional Head / Land Officer / authorized officer of IDCO certifies on the completion of factory/Institute building and on commencement of Academic Session/commercial production in accordance with the terms hereof and if the Licensee/Licensees shall 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 building/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.

OSC Steel Private Limited


Director

- 17 -

(8)

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.

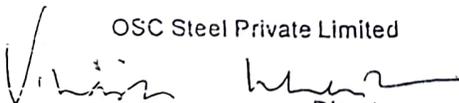
7. Force Majeure

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.

OSC Steel Private Limited


Director

pg 14

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(9)

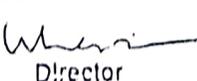
9. Costs for Registration

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.

OSC Steel Private Limited

 
Director

(10)
LAND SCHEDULE
(Description of land)

All that piece of land known as IDCO Plot No. 82/2, Revenue Khata No-36 & 60, Revenue Plot No-80 & 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.4.30, Annual Rent-Rs.4,96,650.00 & 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	:	Forest Land
On the West by	:	IDCO Plot No-82/1

OSC Steel Private Limited

Vishnu Kumar
Director

SIGNATURE OF THE
PARTY OF ONE PART

SIGNATURE OF THE
PARTY OF THE OTHERPART.

IN WITNESS WHEREOF

WITNESSES;

1. Jitendra Kumar
S/O Civil Engineer
Rourkela Division
IDCO, Rourkela

2. Sanjukta Nayak
W/o. Debjyoti Santanu Nayak
IDCO, Rourkela Division

WITNESSES;

1. Nikhil Kumar Tulasyan
S/O Sri Shankar Kumar Tulasyan
Chakraborty
Rourkela
Odisha

2. Nitish Parickh
S/O Late Kailash Parickh
Udit Nagar, Rourkela-767012,
Odisha.

- 20 -

(10)
LAND SCHEDULE
 (Description of land)

All that piece of land known as IDCO Plot No. 82/2, Revenue Khata No-36 Revenue Plot No-80 Area Ac.0.14 & IDCO Plot No. 82/2 Revenue Khata No 60, Revenue Plot No- 82(P) Area Ac.4.16, Village-Kalokudar, in the Kalunga Industrial Estate, within the village limits of Kalokudar, Tahasil Lathikata District Sundargarh in Odisha containing by measurement Ac.4.30(0.14+4.16), Annual Rent-Rs.4,96,650.00 & 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	:	Forest Land
On the West by	:	IDCO Plot No-82/1

DIVISIONAL HEAD
 CCC ROUKELA DIVISION
 ROUKELA

OSC Steel Private Limited
Vishwanath Mishra
 Director

SIGNATURE OF THE
 PARTY OF ONE PART

SIGNATURE OF THE
 PARTY OF THE OTHERPART.

IN WITNESS WHEREOF

WITNESSES;

1. Jitendra Kharaka
 JIS(CIVIL) ENGR
 ROUKELA DIVISION
 ROUKELA

2. Sanjuktā Nayak
 W/O - Dibya Sandaru Nayak
 IDCO, Roukela Division

WITNESSES;

1. Nishit Kumar Mishra
 S/O Sri Shekhar Kumar Mishra
 Chikatala
 Roukela
 Odisha

2. Nishit Kharaka
 S/o Late Kailash Kharaka
 Chikatala, Roukela-769072
 Odisha.

Print Endorsement

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MS OSC STEEL PVT
LTD THROUGH
DIRECTOR VIKASH
KHERIA



242832729

Vikash Kheria

14-Sep-2021

Identified by **JITENDRA GARUDA** Son/Wife of **LATE KHADU GARUDA** of **JE CIVIL IDCO,ROURKELA**
DIVISION,SUNDARGARH by profession **Service**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
JITENDRA GARUDA		 42005885	<i>Jitendra Garuda</i>	13-Sep-2021

Date: 13/09/2021

Jitendra Garuda
13/09/2021
Registering Officer
PANPOSH
Signature of Registering officer

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 : 11712101871

For the year : 2021

Seal :

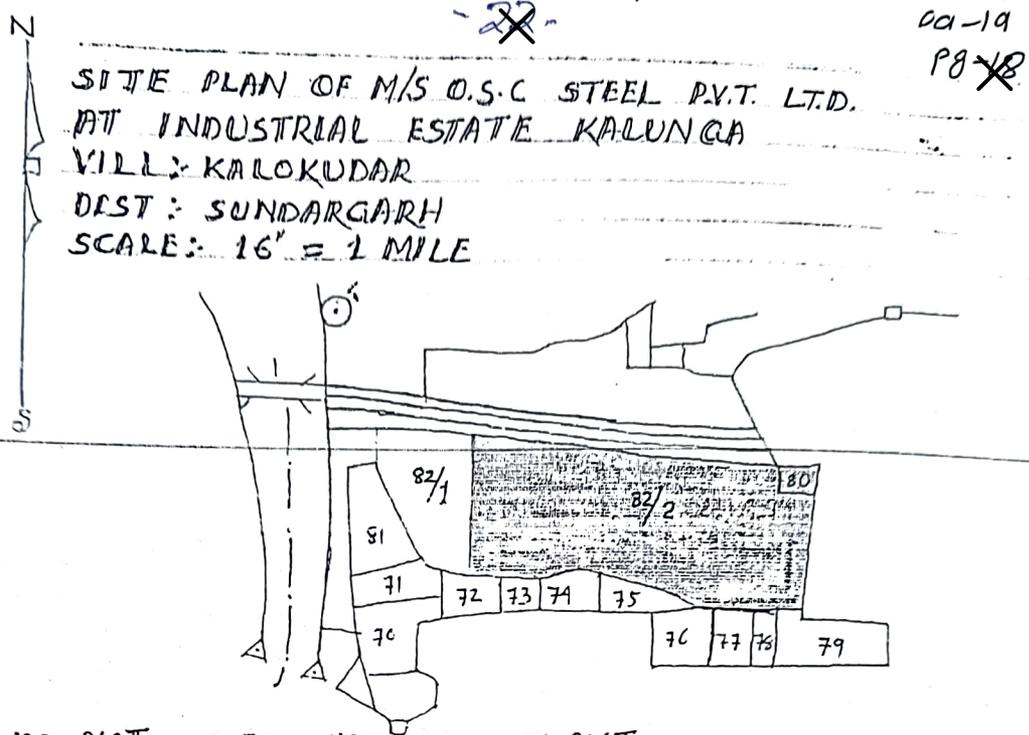
Date: 15/09/2021

Print

Jitendra Garuda
15/09/2021
Registering Officer
PANPOSH
Signature of Registering officer



~~22~~
SITE PLAN OF M/S O.S.C STEEL PVT. LTD.
AT INDUSTRIAL ESTATE KALUNGA
VILL: KALOKUDAR
DIST: SUNDARGARH
SCALE: 16" = 1 MILE



IDCC PLOT No	REV-KHATA No	REV- PLOT NO	AREA
82/2	36	80	AC 0.14
	60	82(P)	AC 4.16
			AC 4.30

OSC Steel Private Limited
Vishan Khan
Director

BOUNDARY
NORTH:- ROAD
SOUTH:- IDCC LAND
EAST:- FOREST LAND
WEST:- IDCC PLOT NO- 82/1

Indra Chandra
REGULATED

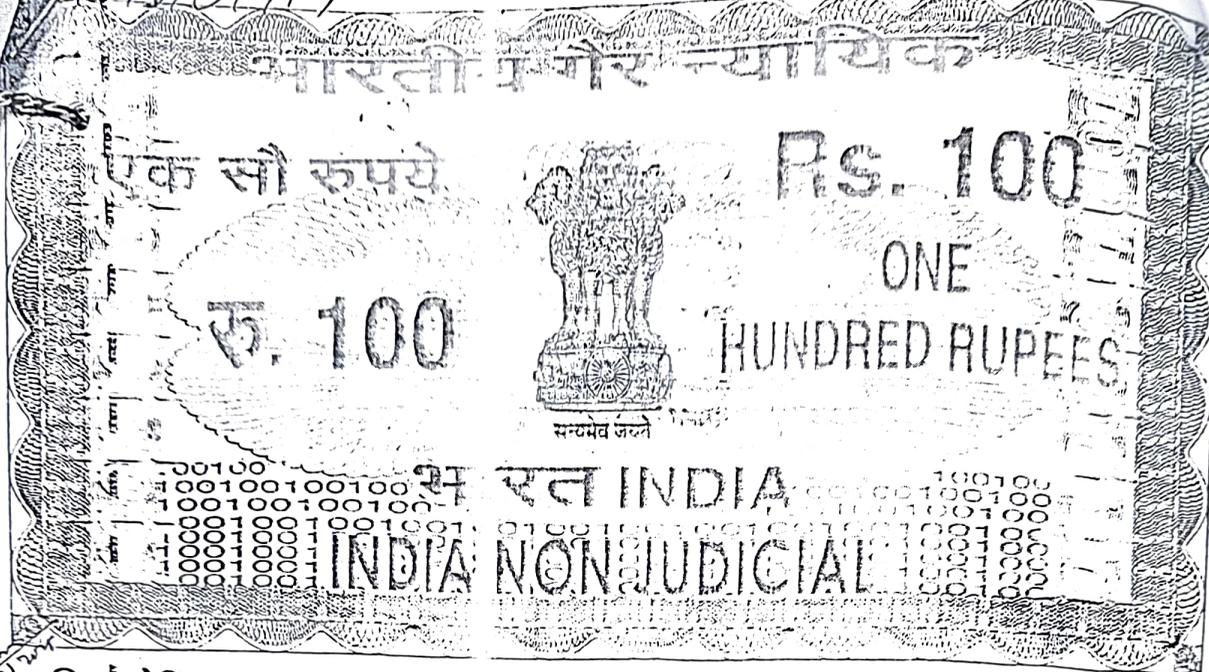
[Signature]
4509/2004
Registering Officer
Panposh

158

17/12/1919

(2)

117/2101874



ଓଡ଼ିଶା ओडिशा ODISHA

M 594764

Free receipt

e-Registration
 I.D. No. 17/12/1919
 Document No. 117/2101874
 Book No. 100-46
 Dated 14 day of Sep 2021

REC 100 T
 A19) 26L 4
 B 3.50

John
 Registering Officer
 Pandosh

AGREEMENT

An Agreement made at 13th 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, Boudhela 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. 105217310J

MANKASH ENTERPRISES
Nikhil

John



- X -

No. 101
 Name Mohanty Bijay Kumar
 Address Balarampur
 Re 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)-100 ,, User Charges-280 ,Total 380

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.

Signature of Presenter / Date: 13/09/2021

Registering Officer
 Panposh
 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

PG-21

-X5-



Nitish Parekh

[Signature]



(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

DIVISIONAL HEAD
200, BOURKELLE, BANGALORE

- 26 -
X

(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

N. K. Shree
PROPRIETOR

~~2X~~

(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


PROPRIETOR

REGIONAL HEAD
INDUSTRIAL ESTATE

(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

N. K. S. Parakh
PROPRIETOR

ODISHA REAL
ESTATE REGULATORY BOARD

- 28 -

(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 there from except so far as may, in the opinion of the officer authorised by the Grantor/Licensor, 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

DIVISIONAL HEAD
IDCO

- 30 -

(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 Licensor hereby agrees to observe and perform the stipulations following that is to say:
- a) The Licensor 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 Licensor, its employees or agents.

MANKASH ENTERPRISES


PROPRIETOR

DIVISIONAL HEAD
INDUSTRIAL AREA

RS-27

- 81 -

(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 building/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

DIVISIONAL HEAD
IDCO

(8)

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

Nishu Pareek
PROPRIETOR

NO
MANKASH ENTERPRISES
ROHINI

19-2

~~23~~

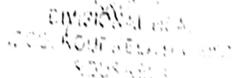
(9)

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


PROPRIETOR

-X4-
MANKASH ENTERPRISES. pg X22

pg X20

(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

MANKASH ENTERPRISES



PROPRIETOR

SIGNATURE OF THE
PARTY OF ONE PARTSIGNATURE OF THE
PARTY OF THE OTHERPART.

IN WITNESS WHEREOF

WITNESSES;

1. Sitenindra Chandra
C/o-Late Chandu Chandra
Jod (Civil) P.O.
Rourkela, Division
2. Sanjukta Nayak
80/0 - Dibya Santanu Nayak
P.O., Rourkela Division

WITNESSES;

1. Nikhil Kumar Talagan
S/o Sai Shankar Kumar Talagan
Chikahmati
Rourkela
Odisha
2. Vilas Kheria
S/o Sri R.P. Kheria
A/33, Sahidnagar
Odisha.

- 35 -

Page 2

Print Endorsement

pg-31



M S MANKASH
ENTERPRISES
THROUGH PROP
NITISH PAREKH



Handwritten signature

14-Sep-2021

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		 42005986		13-Sep-2021

Date: 13/09/2021

Handwritten signature
Registering Officer
Signature of Registering officer

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 : 11712101874

For the year : 2021

Seal :

Date: 15/09/2021

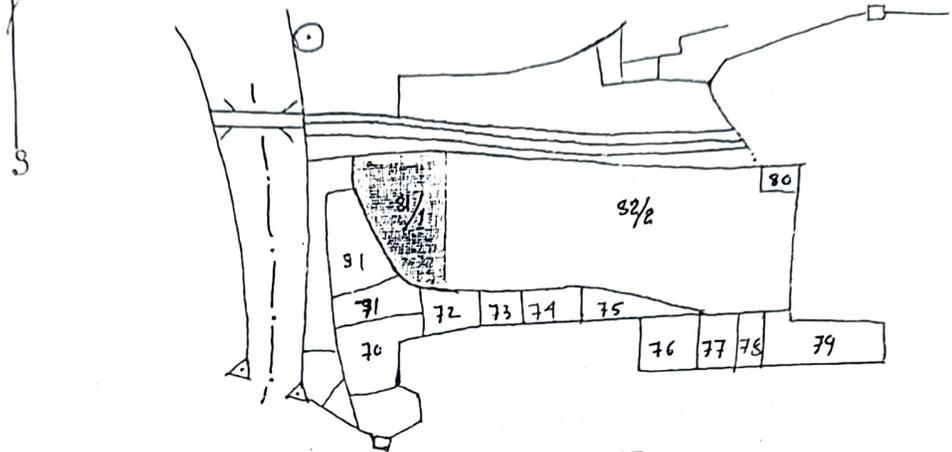
Print

Handwritten signature
15/09/2021
Registering Officer
Panposh

-X6-

pg ~~X~~ 22

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(P)	AC 1.05
			AC 1.05



BOUNDARY

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

Handwritten signature/initials

Handwritten signature
 Register Officer
 Pimpri

MANKASH ENTERPRISES
Handwritten signature
 PROPRIETOR

T.C. Attested.
Handwritten signature

-37

PX 331

HANDINGOVER REPORT

Shri Vikash Kheria, Director of M/s OSC Steel Pvt.Ltd has taken over vacant possession of IDCO Plot no-82/2, measuring an area of Ac.4.30 at Industrial Estate, Kalunga today on 06.04.2023 from Orissa Industrial Infrastructure Development Corporation as details below

SCHEDULE OF PROPERTY

Incl.Estate: Kalunga

Revenue Village: Kalokudar

Revenue Plot No: 80 & 82(P)

Revenue Khata No: 36 & 60

Area in Acres: 4.30

BOUNDED BY:-

East : Forest Land

West: IDCO Plot No-82/1

North: Road

South: IDCO Land

Demarcated by

Jitendra Ghorade
JE(Civil), IDCO, Rourkela

OSC STEEL PVT. LTD

Jitendra Ghorade
Handed over by me.

Vikash Kheria
Director

Taken over by me

Prepared By:

1. Witness-

Bhabani Sankar Saha
S/o. Late. Ratnakar Saha
Rourkela.

2. Witness-

Utkal Kumar Tulayon
S/o Sri Gyanon Kumar Tulayon
Rourkela

Divisional Head

IDCO, Rourkela Division

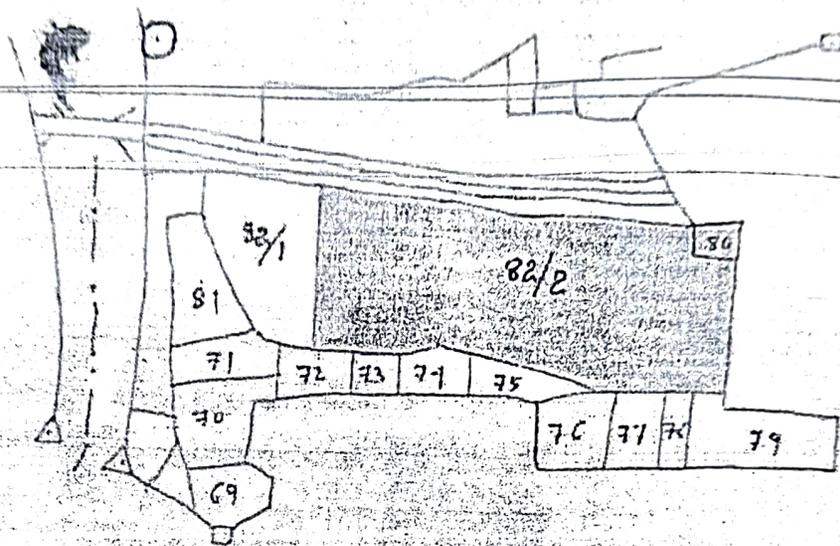
Divisional Head

IDCO Rourkela Division
Rourkela

Handwritten signature

- 3X -

SITE PLAN OF M/S O.S.C. STEEL PVT. LTD.
 AT INDUSTRIAL ESTATE KALUNGA
 VILL: KALOKUDAR
 DIST: SUNDARGARH
 SCALE: 16" = 1 MILE



IDCO PLOT NO	REV-KHATA NO	REV-PLOT NO	AREA
82/2	36	50	AC 0.14
	60	82(P)	AC 4.16
			AC 4.30

OSC Steel Private Limited:

[Signature]
 Director
 OSC STEEL PVT. LTD
 6/4/2023
 Taken over
 Jitendra Kharoda
 Handed over by

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

W
 J - Dholani Suresh
 S/o. Late Ratnakar Salun
 Rowkela.

[Signature]
 Taken over by

[Signature]
 Divisional Head
 S. M. K. Division
 Kharukela
 Officer
 Bargarh

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HANDINGOVER REPORT

I Shri Nitish Parekh, Prop. M/s Mankash Enterprises has taken over vacant possession of IDCO Plot No-82/1, measuring Area of Ac. 1.05 at Village- Kalokudar, Industrial Estate Kalunga today on 05/06/2023 from Odisha Industrial Infrastructure Development Corporation as details below.

SCHEDULE OF PROPERTY

Indl. Estate:- Kalunga

Revenue Village:- Kalokudar

Revenue Plot No: 82(P)

Revenue Khata No-60

Area in Acres: 1.05

IDCO Plot no-82/1

BOUNDED BY:-

East:- IDCO Plot-82/1

West:- IDCO Land

North: Road

South:- IDCO Land

Demarcated by

S. Santosa Garouda
JE (Civil), IDCO Rourkela

S. Santosa Garouda
Handed over by me

MANKASH ENTERPRISES

PROPRIETOR

Taken over by me

Prepared by

1. Witness- *Rehul Pareek*
S/O - LT *Kailash Pareek*
Aad - DPP City Super.
Bazar New Rd RKL - 769012

2. Witness
Nichel Kumar Tulojya
S/O *Shri Shrawan Kumar Tulojya*
Chikatmati
Rourkela
Odisha

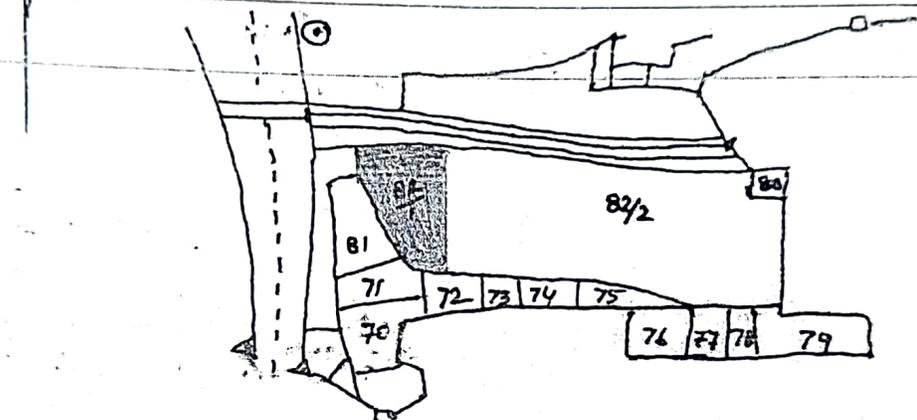
[Signature]
Divisional Head
IDCO Rourkela Division
Rourkela

Divisional Head
IDCO, Rourkela Division

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- X -

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



IDCO PLOT NO	REV KARTANO	REV PLOT NO	AREA
82/1	60	82 (P)	AC 1.05

BOUNDED BY

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

MANKASH ENTERPRISES

Nishu Khandas

PROPRIETOR

Takeover

Sitendra Das
Handed over

Don

[Signature]
 Divisional Head
 IDCO Rourkela Division
 Rourkela

T.C. Attested
[Signature]

Annexure - C/5

- XI -

Annexure - 2

Original DEED No. - 1732

27/05/1983

(7)

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Exemption
Notification No. 23697 Jv. dt. 8-11-1981

1 cc copy of
Vijay

Arjun Ojha
Secretary

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

15

THIS DEED made on this 27th day of May 1983 of one thousand nine hundred and eighty three BETWEEN THE GOVERNOR of Orissa (hereinafter referred to as "The State Government") of the one part.

A N D

THE Orissa Industrial Infrastructure Development Corporation established under (Orissa Act 1 of 1981) and having its office at Janapath, Sahidnagar, Bhubaneswar-7 (hereinafter called "The Corporation" which expression shall unless excluded or repugnant to the context includes its successors) of the other part.

WITNESSETH as follows :-

THE Corporation has been established as a statutory Corporation having as one of its principal objects rapid industrialisation of the State of Orissa 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

Collector
UNLAKSHI

- 12 -

10/11/83
 9/11/83
 Bikaner Chandigarh
 Dm. Nagar, D.C.O.
 Nowpata
 S. G. K.



Bikaner, U.P.

Exemption Binao Jhe
 Managing Director J.D.C.O
 Bikaner & Exemption
 Security Collecto Pundagar
 actij in the premises of an
 on behalf of the person
 and the are exempt from
 personal appearance in the office
 up to 30th of 21900000
 of the 20th of 21900000

S. G. K.
 (to) 9/9/83

- 18 -

pg 29

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of all types of industries providing facilities connected with industrialisation of the State.

2) In pursuance of the sanction contained in the Collector, Sundargarh's order No. 2331, 22313, 2319, 2325, 2263, 2307, 2301, 2275, 2280, 2277, 2226, dated the 23rd day of ~~April~~ 1983, addressed to the Corporation and in consideration of the premium and 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.433.89 (Four hundred thirty three acres and eighty nine decimal) and more particularly described in the schedule hereunder written (hereinafter referred to as "the demised land") TO HOLD the said demised land to the Corporation from the 23rd day of ~~May~~ 1983 for the terms of ~~NINETY~~ ~~TEN YEARS~~ PAYING therefor a total premium of ~~Rs. 10,24,725/-~~ (Rupees Ten lakhs eighty four thousand seven hundred twenty five) only being at the rate of Rs. 2,500/- per acre in respect of Ac.433.89 decimal of land to be used for industrial purposes as shown in the schedule of land and delineated in the map having the boundary in red but excluding the area specified as such in the schedule. The payment of premium will be made and monitored by the Industries Department by the end of a Financial Year in accordance with the procedure prescribed by the Government. The rent shall be payable at the rate of 1 (one) percent of the area rate until the demised land is with the Corporation.

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- H O R E -

PG-40

and 10 (ten) percent of the area rate for the portion of demised land leased out by the Corporation to other parties. Besides the above rent, cost of trees standing on the demised land, as assessed by the competent authority shall also be payable. The rent shall also be payable. The rent shall be paid in advance on the second day of January, each year to the Collector of Sundargarh District.

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 will have the surface right over the land.

The existing and customary rights of Govt. 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 yearly rent shall be liable to revision at each revision settlement and re-settlement operation during the period of lease.

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

(1) That the Corporation shall during the terms hereby granted pay to the State Govt. the yearly rent hereby reserved on the days and in the manner herein before specified.

(11) 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.

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(11) That subject to the rights of the Corporation under clause 4(11) hereunder, the Corporation shall at the expiration of the term hereby granted quitly yield up the demised land on to the State Government in the same condition as it is now in.

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

(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 Govt. 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 here-in infrastructure for small, medium and large industries.

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

[Handwritten signature]
Secretary
M.C.C.M.

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Part 11

Pg-42

~~186~~

(iv) The Corporation shall be competent for laying out the demised land into various plots including 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.

(v) The Corporation shall be competent to allot, issue licence and lease the land in accordance with the regulations, made under the Orissa Industrial Infrastructure Development Corporation Act, 1980.

(vi) 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) The Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the said land for providing therein infrastructure for small, medium and large industries.

(viii) The Corporation shall also abide by the terms and conditions prescribed in the sanction order in addition to those stipulated in this Deed.

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

(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 re-organization, then and in any such

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pg-43

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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.

State Govt
Collector

(1) 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 Govt. 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.

State Govt
Collector

PROVIDED THAT HOWEVER before such re-entry the State Government shall give to the Corporation written notice of its intension 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 Govt. shall not be entitled to re-enter and take possession.

State Govt
Collector

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

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Seal

pg-44

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be at 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 notices 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. That should the demised land or any part thereof be at any time required by the State Government for any purpose declared by that Government to be a public purpose, the State Government shall be entitled to resume the same on giving six month's notice in writing and on the expiry of the said period may, through any officer or person authorized by Govt. in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon.

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 Collector,
 SUNDERLAND

U - 49 -

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 or other structure 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 ALWAYS 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.

IN WITNESS WHEREOF the parties have hereunder signed this Deed on the dates mentioned below their respective signature.

[Handwritten Signature]
Collector
10/16/21

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- 50 -

" 9 "

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO.

Name of the Village, Tahasil & Dist.	Khata No.	Plot No.	Area.	Rent.	
1.	2.	3.	4.	5.	
<u>BRAMANITARANG</u> Tahasil-Panposh Dist. Sundergarh. P.S. - Kalunga.	109	70	Ac. 3.88		
		72(P)	1.20		
		72/1	0.25		
		72/2(P)	0.50		
		67	0.17	0.71	
		Total	Ac. 6.54	6.54	
<u>KALKUDAR</u> Tahasil-Panposh Dist-Sundergarh P.S. - Kalunga.	40	319	0.62		
		364	0.33		
		174	0.08		
		88/1	0.22		
		198	0.30		
		200	0.68		
40	88	6.14			
Total: Ac. 3.7					
<u>BELDINI</u> Tahasil-Panposh Dist-Sundergarh P.S. - Kalunga.	67	646	1.15		
		404	0.14		
		642	0.17		
		69	615	0.28	
		67	504	1.36	
		437	2.24		
		505	11.15		
		494	2.52		
495	2.88				
Total: Ac. 21.89					

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SUNDERGARH

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" 10 "

1.	2.	3.	4.	5.
<u>SANABIRAHAMANI - TARANGA.</u>	4	5	Ac. 31.68	
<u>Tahasil-Panposh</u>		2/1	19.30	
<u>Dist-Sundargarh.</u>		18/1	10.05	
<u>ps- Kolunga.</u>		22	29.10	
		24	2.21	
		28	3.60	
		28/1	0.40	
		29(P)	33.44	
		31/1	0.32	
		37	8.35	
		35	8.11	
		23	1.75	
		30	1.10	
		30	3.44	
		36	0.41	

Total : Ac. 153.26

<u>JHARTARANG.</u>	128	1652	Ac. 2.47
<u>Tahasil-Panposh</u>		11	1.95
<u>Dist-Sundargarh.</u>		5	5.17
<u>ps- Kolunga.</u>		373	4.36
		1621	1.10
		1619	0.73
		1620	1.28
		374	0.23
		375	1.15
		376	1.73
		1635	2.28
		444	0.48
		1430	0.80
		1622	1.05
		384	2.28
		385/1	1.54

[Signature]
Collector
Sundargarh

[Signature]

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1.	2.	3.	4.	5.
<u>JHARTANGA</u>	128	1732	Ac. 1.62	
"		42	0.98	
		1692/1	1.10	
		10	0.38	
		1558	0.13	
		1458	0.20	
		1576	0.10	
		1429	2.80	
Total: Ac			35.88	

1.	2.	3.	4.
<u>GJJIHANCA.</u>	67	646	Ac. 0.35
Tahasil-Panposh.		635	0.32
Dist-Sundargarh.		633	1.41
ps-Kalunga		632	1.73
		470	2.32
		474	0.55
		427	0.95
		418	2.45
		416	0.21
		415	1.52
		421	0.17
		412	1.12
		431	0.18
		409	3.38
		408	0.16
		407	0.17
		406	3.10
		405	0.69
		404	2.03
		705	0.77
		403	0.55
		399	3.35
		715	0.48
		714	0.14
		701	0.60
		703	0.14
		702	1.33

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Desd. No. 1732 dt 27.12.83

pg 1

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1.	2.	3.	4.
COIMBATUR	67	698	Ac. 0.25
		393	1.79
		666	2.50
		667	1.47
		665	0.58
		668	1.62
		672	0.17
		673	0.28
		669	0.76
		671	1.03
		674	0.39
		670	1.95
		697	2.05
		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	15.30
		126	5.20
		102/1	0.50

[Signature]
SUNDARIL

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1.	2.	3.	4.	5.
GOIBHANCA	67	750	Ac. 1.67	
		471	6.00	
		706	0.29	
		426	0.20	
		722	1.15	
		473	0.67	
		473	0.72	
		420	0.14	
	65	654	19.65	
		417	38.33	
			Total: Ac. 207.95	

GRAND TOTAL : AC 433.89

IN THE PRESENCE OF WITNESSES:

1. Venkatesh Tallwar
District Officer
Kandamari
2. Nandarami Patel
Sr. Clerk, Rev. Section

IN THE PRESENCE OF WITNESSES:

1. Bhawan Mochara
G.H. Officer, Bhojpur
2. Bishan Chakraborty
D.C. Mr. P. K.

For and on behalf of
the Governor of the
State of Orissa

Shri. ...
Collector, Sundargarh Dist

MANAGING DIRECTOR
For and on behalf of
the Corporation.

Typed by
M. ...
(...)

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T.C. Attested
[Signature]

Annexure-B

pg-52 31

Suvash Chandra Nathsharma, OAS(SAG)
Chief General Manager (MSME)



HO/MSME/A/10034/01/2023

8123

Date: 07-03-23

To,
The Divisional Head,
IDCO, Rourkela.

Sub: Execution of lease deed / agreement to lease with units in respect of land coming under jungle kissam at I.E., Kalunga.

Sir,
In inviting a reference to the above cited subject, I am to intimate that land measuring Ac.433.89 in the villages of Brahmanitarang, Kalkudar, Beldihi, Sanabrahmanitarang, Jhartarang and Goibhanga has been alienated in favour of the Corporation for setting up industrial estate for establishment of industries vide Deed no.1732 dtd.27.05.1983. After the establishment of Industrial Estate, Kalunga, land has been allotted to a different units and lease deed has been executed for the same.

However, it has been reported by your office that, land measuring Ac.169.33 out of the alienated land is coming under jungle kissam. It has also been intimated that there are a number of units pending for execution of lease deed / agreement to lease in respect of the land coming under jungle kissam. The matter was discussed with the Environment Section of IDCO in light of the Forest (Conservation) Amendment Act, 2023 (copy enclosed). It can be interpreted that the provisions of act shall not apply to the land which has been changed from forest use to non-forest purpose on or before the 12th December, 1996 in pursuance of an order, issued by any authority authorised by a State Government or an Union territory Administration. In this instant case the land has been alienated in favour of the Corporation in the year in the year 1983 for the establishment of industries and the Deed of Agreement has been executed with the Government in 1983.

Therefore, it is requested to discuss the above facts with the District Registration Office and take necessary action for execution of lease deed / agreement to lease with the unit.
Yours faithfully,

Memo no...../Date: 07-03-2023
Copy to the Chief General Manager(Environment), IDCO, Bhubaneswar for information.

[Signature]
Chief General Manager(MSME)

[Signature]
Chief General Manager(MSME)

Odisha Industrial Infrastructure Development Corporation
(A Government of Odisha Undertaking)
IDCO, IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha, INDIA
+91-0674-2542248, 2540820 | Fax:2542956 / 2540749
e-mail: communications@idco.in Web: www.idco.in

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705/70

गिर्जा सं. सं. सं. (एन)04/0007/2003-23

REGISTERED NO. DL-(N)04/0007/2003-23



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-अ.-05082023-247866
CG-DL-E-05082023-247866

असाधारण

EXTRAORDINARY

भाग II—खण्ड I

PART II—Section I

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 18] नई दिल्ली, शुक्रवार, अगस्त 4, 2023/श्रावण 13, 1945 (शक)
No. 18] NEW DELHI, FRIDAY, AUGUST 4, 2023/SRAVANA 13, 1945 (SAKA)

इत भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE (Legislative Department)

New Delhi: the 4th August, 2023/Sravana 13, 1945 (Saka)

The following Act of Parliament received the assent of the President on the 4th August, 2023 and is hereby published for general information:—

THE FOREST (CONSERVATION) AMENDMENT ACT, 2023 (No. 15 OF 2023)

[4th August, 2023]

An Act further to amend the Forest (Conservation) Act, 1980.

BE it enacted by Parliament in the Seventy-fourth Year of the Republic of India as follows:—

1. (1) This Act may be called the Forest (Conservation) Amendment Act, 2023. Short title and commencement
- (2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.
2. In the Forest (Conservation) Act, 1980 (hereinafter referred to as the principal Act), after the long title and before the enacting formula, the following preamble shall be inserted, namely:— Insertion of preamble

69 of 1939.

"WHEREAS, the importance of forests is to be realised to enable achievement of national targets of Net Zero Emission by 2070 and maintain or enhance the forest carbon stocks through ecologically balanced sustainable development;

THE GAZETTE OF INDIA EXTRAORDINARY

[Part II—

AND WHEREAS, Nationality Determined Contribution targets of the country envisage creating carbon sink of additional 2.5 to 3.0 billion tons of CO₂ equivalent by 2030;

AND WHEREAS, the country envisages an increase in the forest and tree cover to one-third of its land area, which is to be given impetus with an enhanced growth trajectory;

AND WHEREAS, India has a rich tradition of preserving forests and their bio-diversity, and, therefore, enhancing forest based economic, social and environmental benefits, including improvement of livelihoods for forest dependent communities is envisaged;

AND WHEREAS, it is necessary to provide for provisions relating to conservation management and restoration of forests, maintaining ecological security, sustaining cultural and traditional values of forests and facilitating economic needs and carbon neutrality.”

Amenendment
of section 1.

3. In section 1 of the principal Act, in sub-section (1), for the words and brackets “Forest (Conservation) Act”, the words and brackets “Van (Sanrakshan Evam Samvardhan) Adhiniyam” shall be substituted.

Insertion of
new section 1A.

4. After section 1 of the principal Act, the following section shall be inserted, namely:—

Act to cover
certain land

1A. (1) The following land shall be covered under the provisions of this Act, namely:—

(a) the land that has been declared or notified as a forest in accordance with the provisions of the Indian Forest Act, 1927 or under any other law for the time being in force;

(b) the land that is not covered under clause (a), but has been recorded in Government record as forest, as on or after the 25th October, 1987.

Provided that the provisions of this clause shall not apply to such land which has been changed from forest use to non-forest purpose, or before the 12th December, 1996 in pursuance of an order issued by an authority authorised by a State Government or an Union territory Administration in that behalf.

Explanation.—For the purposes of this sub-section, the expression “Government record” means record held by Revenue Department or Forest Department of the State Government or Union territory Administration, or any authority, local body, community or council recognised by the State Government or Union territory Administration.

(2) The following categories of land shall not be covered under the provisions of this Act, namely:—

(a) such forest land situated alongside a rail line or a public road maintained by the Government, which provides access to a habitation, or to a rail, and roadside amenity up to a maximum size of 0.10 hectare in each case;

(b) such tree, tree plantation or reforestation raised on lands that are not specified in clause (a) or clause (b) of sub-section (1); and

(c) such forest land,—

(i) as is situated within a distance of one hundred kilometres along international borders or Line of Control or Line of Actual Control, as the

SEC. 1]

THE GAZETTE OF INDIA EXTRAORDINARY

3

case may be, proposed to be used for construction of strategic linear project of national importance and concerning national security; or

(ii) up to ten hectares, proposed to be used for construction of security related infrastructure; or

(iii) as is proposed to be used for construction of defence related project or a camp for paramilitary forces or public utility projects, as may be specified by the Central Government, the extent of which does not exceed five hectares in a Left Wing Extremism affected area as may be notified by the Central Government.

(3) The exemption provided under sub-section (2) shall be subject to such terms and conditions, including the conditions of planting trees to compensate felling of trees undertaken on the lands, as the Central Government may, by guidelines, specify.

5. In the principal Act, section 2 shall be renumbered as sub-section (1) thereof and—

Amendment
of section 2.

(a) in sub-section (1) as so renumbered,—

(D) in clause (iii), for the words "not owned, managed or controlled by Government", the words "subject to such terms and conditions, as the Central Government may, by order, specify" shall be substituted;

(E) in the Explanation, for the long line occurring after clause (b), the following shall be substituted, namely:—

"but does not include any work relating to or ancillary to conservation, development and management of forests and wildlife, such as—

- (i) silvicultural operations including regeneration operations;
- (ii) establishment of check-posts and infrastructure for the front line forest staff;
- (iii) establishment and maintenance of fire lines;
- (iv) wireless communications;
- (v) construction of fencing, boundary marks or pillars, bridges and culverts, check dams, waterholes, trenches and pipelines;
- (vi) establishment of zoo and safaris referred to in the Wild Life (Protection) Act, 1972, owned by the Government or any authority, in forest areas other than protected areas;
- (vii) eco-tourism facilities included in the Forest Working Plan or Wildlife Management Plan or Tiger Conservation Plan or Working Scheme of that area; and
- (viii) any other like purposes, which the Central Government may, by order, specify."

(b) after sub-section (1) as so renumbered, the following sub-section shall be inserted, namely:—

"(2) The Central Government may, by order, specify the terms and conditions subject to which any survey, such as, reconnaissance, prospecting, investigation or exploration including seismic survey, shall not be treated as non-forest purpose."

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THE GAZETTE OF INDIA EXTRAORDINARY [PART II — SEC. 1]

6. In the principal Act, after section 3B, the following section shall be inserted.
Insertion of new section 3C namely:—

3C. The Central Government may, from time to time, issue such directions, to any authority under the Central Government, State Government or Union territory Administration, or to any organisation, entity or body recognised by the Central Government, State Government or Union territory Administration, as may be necessary for the implementation of this Act."

Central Government to issue directions

DR. REETA VASISHTA,
Secretary to the Govt. of India.

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