

SL NO. 6

(1)

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA**

ORIGINAL APPLICATION NO. 225/2024/EZ

IN THE MATTER OF:

ALAYA SAMANTARAY

.... APPLICANT

VERSUS

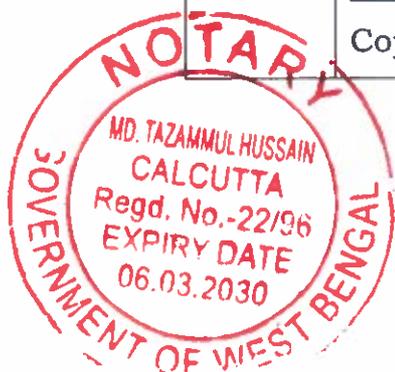
STATE OF ODISHA & ORS.

.... RESPONDENTS

**COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 8,
RAJBIR CONSTRUCTION PVT. LTD.**

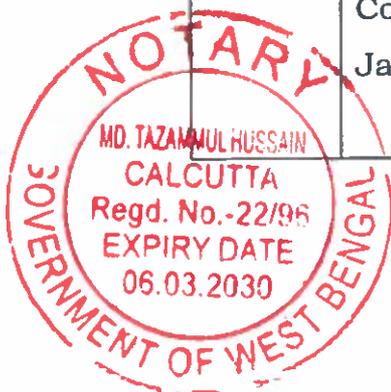
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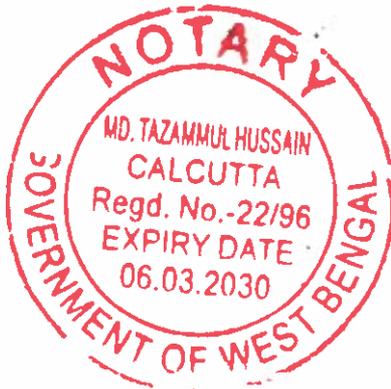
THROUGH

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Place : Kolkata

Date : 21.01.2026





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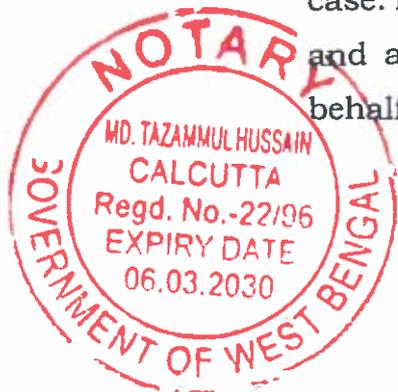
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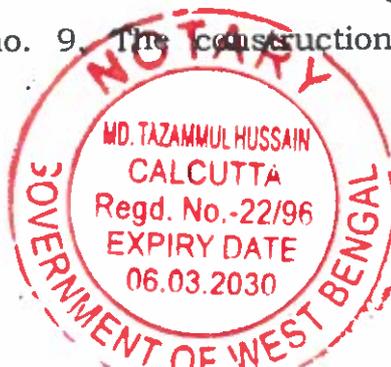
I, Bimal Kumar Agarwal, son of Bir Kumar Agarwal, aged about 53 years, by Faith - Hindu, by Occupation - Service, working for gain at Rajbir Construction Pvt. Ltd., 6th Floor, 614, Hari Om Tower, Commercial Complex, Circular Road, Lalpur, Ranchi, Jharkhand, PIN : 834001 and residing at South City Residents, Tower-1, 6J 375, Prince Anwar Shah Road, Near South City Mall, Jodhpur Park, Kolkata, West Bengal - 700068, do hereby solemnly affirm and say as follows : -

1. I am one of the Directors of the respondent no. 8 i.e., Rajbir Construction Pvt. Ltd. (hereinafter referred to as the 'answering respondent') and as such the principal officer thereof. I am well acquainted with the facts and circumstances of the present case. I am duly authorized and/or otherwise competent to make and affirm and do hereby make and affirm this affidavit on behalf of the answering respondent.





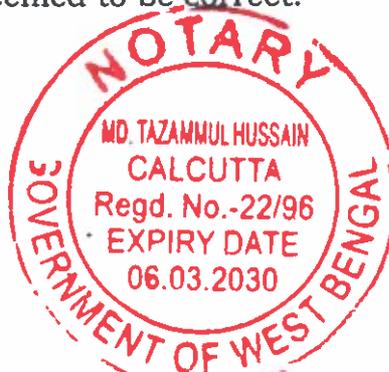
2. I have gone through the averments made in O.A. No. 225 of 2024/EZ (hereinafter referred to as the said application) and have understood the contents and purport thereof.
3. I say that I have been advised to deal with and/or traverse only those averments and allegations made in the said application, which are material for proper and effective adjudication thereof. Save what are matters of record what can be substantiated therefrom and barring what are specifically admitted by me, I deny and dispute each and every averment and allegation made in the said application in seriatim, as if the same were specifically traversed.
4. The answering respondent is a company incorporated under the Companies Act, 1956 and is, inter alia, engaged in the business of construction. The answering respondent has been granted a concession for expansion of a portion of the Chandikhole - Paradip Section of NH-53 (Old NH-5A) from 4 lanes to 8 lanes in the State of Odisha from the National Highways Authority of India i.e., respondent No. 9 in the instant proceedings. To this effect, a letter of award dated March 31, 2023 was also issued by the respondent no. 9 in favour of the answering respondent. A copy of the letter of award dated March 31, 2023 is annexed hereto and marked **Annexure 'R8/1'**.
5. The obligations of the answering respondent as the Concessionaire are provided in the Concession Agreement entered into between the answering respondent and the respondent no. 9. The construction and other incidental





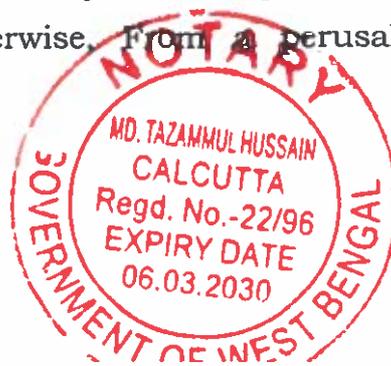
activities are carried out by the answering respondent in accordance with the terms and conditions stipulated in the said Concession Agreement. The answering respondent craves leave to refer and rely upon a copy of the said Concession Agreement at the time of hearing, if necessary.

6. Before specifically dealing with the averments and allegations contained in the several paragraphs of the said application, I state and contend as follows: -
 - a. The said application is not maintainable in law or in facts and is liable to be dismissed in limine with exemplary cost.
 - b. The jurisdiction of this Hon'ble Tribunal cannot be invoked as the said application fails to disclose any substantial question relating to the environment or any question arising out of implementation of the enactments specified in Schedule I of the National Green Tribunal Act, 2010 [hereinafter referred to as the said Act].
 - c. The said application does not disclose any cause of action for initiation of the present proceeding by or at the instance of the applicant and on such ground alone, the said application deserves to be dismissed with exemplary costs.
 - d. The applicant cannot and does not have any locus to invoke the jurisdiction of this Hon'ble Tribunal, even if the averments made in the said application are taken at face value and be deemed to be correct.





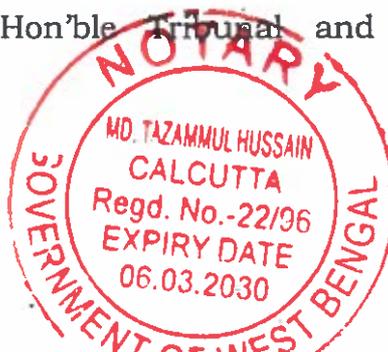
- e. From a bare perusal and wholesome reading of the said application itself, it would be manifest that the applicant is a busybody and is not at all 'a person aggrieved', at whose instance the jurisdiction of this Hon'ble Tribunal could have been invoked. Nothing has been pleaded in the said application to demonstrate as to how the original applicant could be personally aggrieved.
- f. It is evident that the applicant has filed the present proceeding with oblique motive and malafide intention. It is possible that the applicant has been set up by trade rivals, who are interested to impede progress of the work. The contract which the answering respondent is performing is of vital importance, since it connects Paradip port with the National Road Network. It is also of crucial importance that the contract in question awarded to the answering respondent by NHAI is being monitored by the Prima Minister's office. Any delays on the part of the answering respondent will be viewed with extreme seriousness and repercussions will follow. The intent of trade rivals would be to ensure that orders are obtained from the Learned Tribunal which would have the effect of delaying performance of the contract, which would entail consequences upon the answering respondent. The applicant is also a blackmailer, whose interest is to create an adverse situation for the answering respondent, which would be used by the applicant for his unlawful demands.
- g. A person can prefer an application before this Hon'ble Tribunal only on actually sustaining the injury complained of and not otherwise. From a perusal of the said





application itself, it clearly transpires that it is not the case of the applicant having sustained any injury by reason of the construction operations carried out by the answering respondent.

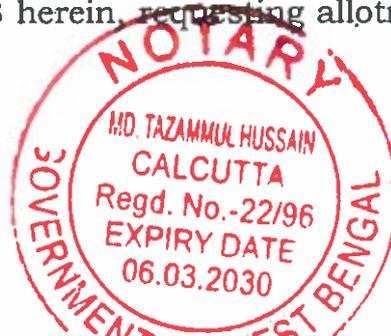
- h. In order to acquire *locus standi* to maintain an application before this Hon'ble Tribunal, the applicant must necessarily come within the purview of Section 18(2) of the said Act. The applicant does not fall within the ambit, scope and purview of the parties described more fully and particularly in Section 18 (2) of the said Act, who are entitled to maintain an action before this Hon'ble Tribunal.
- i. The provisions laid down in the said Act do not authorize or entitle an allèged "environmental activist" to purportedly raise issues pertaining to larger public interest by filing an application before this Hon'ble Tribunal. On the contrary, the provisions of the said Act require the injured and aggrieved persons themselves to personally approach this Hon'ble Tribunal for redressal of their grievances.
- j. It is clear that the said application has been filed by the applicant in furtherance of its ulterior motive and vested agenda or have been otherwise influenced to do so by persons/entities having business interests competing with that of the answering respondent.
- k. As such, the said application filed by the applicant is an absolute abuse of the process of law and also of the process of this Hon'ble Tribunal and deserves no





consideration whatsoever. The said application deserves to be dismissed and/or rejected in limine. It would be a gross travesty of justice, if the said application is entertained at the instance of a person having no locus even to file such an application.

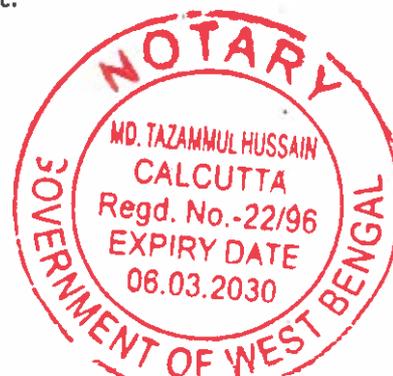
7. At the outset, I state that the allegations made in the said application are false, misleading, vexatious, malicious, baseless, perverse and unreasonable. No reliance can be placed on such statements.
8. The said application challenges the alleged encroachment of Luna River and Nayanjori Land at Badapal Mouza Bed in Marshaghai Tahasil of Kendrapada District by the answering respondent due to construction of different structures such as site camp and batching plant over two Plots namely, Plot No. 705/861 of Khata No. 330 having an area of 18.74 acres under Marshaghai Tahasil of Kendrapada District and Plot No. 333 of Khata No. 333 having an area of 21.6 acres. The said application alleges that such structures on the said plots of land raises a threat to the river ecosystem. The said application further alleges that neither Consent to Establish nor Consent to Operate has been granted to the answering respondent for the said site camp and batching plant over the said two plots. The said allegations are baseless and misplaced and ought to be rejected in view of the following reasons: -
 - a. Initially, after issuance of the Letter of Award dated March 31, 2023, the answering respondent issued a letter dated April 24, 2023 to the District Magistrate, Kendrapara i.e., respondent no. 3 herein, requesting allotment of Plot No.



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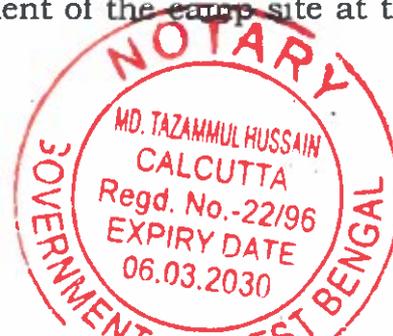
333 of Khata No. 333 for setting up of plant & equipments, store and office, etc. A copy of the letter dated April 24, 2023 is annexed hereto and marked **Annexure 'R8/2'**.

- b. The answering respondent by its letter dated July 18, 2023 requested the National Highways Authority of India i.e., respondent no. 9 to allocate 6 acres of land in Plot No. 333 of Khata No. 333, Tahasil Marshaghai which falls within the area demarcated under Right of Way ('RoW') for project related works i.e., storage of construction materials, Labour Hutments, Plant/Equipment setup & Consumer pump (HSD). A copy of the letter dated July 18, 2023 is annexed hereto and marked **Annexure 'R8/3'**.
- c. The respondent no. 9, by its letter dated July 19, 2023 allowed the answering respondent to utilize the said Plot of land falling within the RoW for the purpose of construction of the project as per the Concession Agreement. A copy of the letter dated July 19, 2023 is annexed hereto and marked **Annexure 'R8/4'**.
- d. After procuring approval from the respondent no. 9, the answering respondent initiated the camp establishment work on Plot No. 333 of Khata No. 333. However, the said establishment work was stopped by the local administration alleged that the said plot of land belongs to Regional Transport, Office of Kendrapada District (hereinafter referred to as 'RTO'). These events were brought to the notice of the respondent no. 9 by the answering respondent.





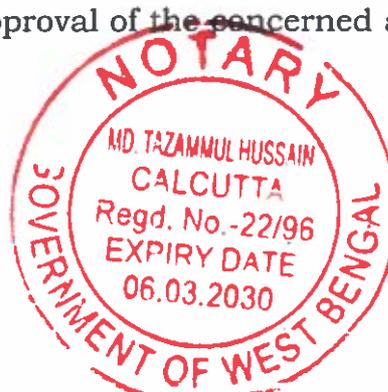
- e. Subsequently, the respondent no. 9 issued a letter dated August 2, 2023 to the Collector & District Magistrate, Kendrapada i.e., respondent no. 3 herein, informing that said Plot No. 333 in Khata No. 333 is in the possession of the Ministry of Road, Transport and Highways. The respondent no. 9 requested the respondent no. 3 to issue necessary direction to RTO to not obstruct the development of project work. A copy of the letter dated August 2, 2023 is annexed hereto and marked **Annexure 'R8/5'**.
- f. Thereafter, the answering respondent issued a letter dated November 3, 2023 requesting the respondent no. 9 for necessary directions as the camp establishment work at Plot No. 333 of Khata No. 333 was stopped by the local administration for want of authentic land transfer documents. A copy of the letter dated November 3, 2023 is annexed hereto and marked **Annexure 'R8/6'**.
- g. The respondent no. 9 issued a letter dated November 4, 2023 to the respondent no. 3 requesting issuance of necessary directions to RTO to not obstruct the establishment of project camp on the said plot of land. A copy of the letter dated November 4, 2023 is annexed hereto and marked **Annexure 'R8/7'**.
- h. Since a period of four months had passed without any respondent from RTO or respondent no. 3, the answering respondent issued a letter dated November 27, 2023 to the respondent no. 9 requesting express consent to continue with the development of the camp site at the said plot of





land. It was further informed that due to the land issue, the answering respondent is unable to procure Consent to Establish from the concerned authorities. A copy of the letter dated November 27, 2023 is annexed hereto and marked **Annexure 'R8/8'**.

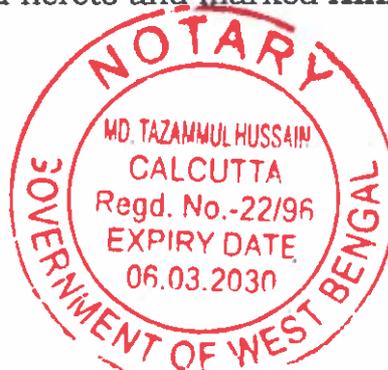
- i. The answering respondent by a further letter dated December 29, 2023 informed the respondent no. 9 that it is unable to establish the Concrete Batch Mix Plant & Hot Mix Plant on the said Plot No. 333 of Khata No. 333. It was also informed that due to the land issue, the answering respondent was facing problem to obtain Consent to Establish and Consent to Operate from the Pollution Control Board Paradip, Odisha i.e., respondent no. 5 herein. In fact, the answering respondent also informed that it would not be able to establish any plants in absence of a Consent to Establish permission. A copy of the letter dated December 29, 2023 is annexed hereto and marked **Annexure 'R8/9'**.
- j. Subsequently, the answering respondent issued a letter dated January 4, 2024 to respondent no. 9 requesting the respondent no. 9 to issue a letter to the District Administration to arrange for a portion of the Plot No. 333 of Khata No. 333 and Plot No. 705/861 of Khata No. 330 for storage of construction materials, temporary camp site and establishment of Batching Mix Plant. It was also informed that the answering respondent would only be able to obtain Consent to Establish and Consent to Operate after approval of the concerned authority. A copy





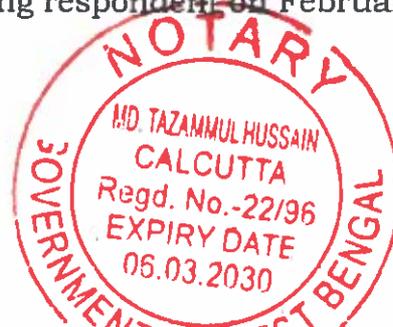
of the letter dated January 4, 2024 is annexed hereto and marked **Annexure 'R8/10'**.

- k. Since the land issue in relation to Plot No. 333 of Khata No. 333 and Plot No. 705/861 of Khata No. 330 could not be resolved between the respondent no. 9 and the RTO, the answering respondent could not obtain valid Consent to Establish and Consent to Operate the batching plant and other equipments at the said plots of land. As such, the answering respondent was constrained to dismantle the initial set up of the batching plant and other equipments from the said plots of land and shift the said equipments to a different location. In this regard, the answering respondent craves leave to refer and rely upon the initial application for Consent to Establish submitted by the answering respondent along with the payment receipt at the time of hearing.
- l. Subsequently, the answering respondent obtained a Consent to Establish dated February 26, 2024 issued under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 and Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 for establishment of one Batching Plant, one Wet Mix Macadam Plant and one Hot Mix Plant at a different location being Mouza - Dutial (Plot Nos. 187, 183, 182, 181 & 180/1785 of Khata Nos. 649/602, 649/124, 351, 649,192 & 649/143 respectively) over an area of 2.039 acres in the district of Kendrapara. A copy of the Consent to Establish dated February 26, 2024 is annexed hereto and marked **Annexure 'R8/11'**.





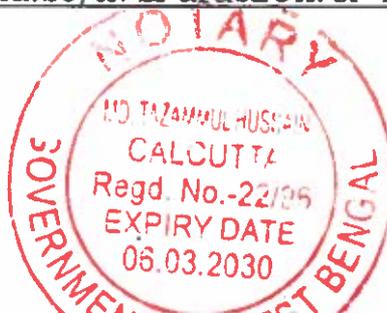
- m. The said new plots on which the batching plant is established is located approximately 15 kms away from the Luna River. This would be evident from a screenshot obtained from Google Maps showcasing the distance between the Luna River and the new location of the batching plant. A copy of the said screenshot is annexed hereto and marked **Annexure 'R8/12'**.
- n. None of the said two plots of land, where the hot-mix plant was to be initially built or where the hot-mix plant is built now, are a part of the river bed.
- o. The answering respondent also obtained a Consent to Operate dated April 6, 2024 issued under Sections 25 and 26 of the Water (Prevention & Control of Pollution) Act, 1974 and Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 for manufacturing of Ready Mix Concrete, Wet Mix Macadam and Hot Mix Asphalt. A copy of the said Consent to Operate dated April 6, 2024 is annexed hereto and marked **Annexure 'R8/13'**.
- p. The said Consent to Operate dated April 6, 2024 was also extended till March 31, 2027 by a subsequent Consent to Operate dated December 29, 2025. A copy of the said Consent to Operate dated December 29, 2025 is annexed hereto and marked **Annexure 'R8/14'**.
- q. In fact, after initiation of the present proceedings, the Odisha State Pollution Control Board i.e., the respondent no. 5 herein has carried out an inspection of the camp site of the answering respondent on February 1, 2025 to verify





the present environmental scenario and flow of Mahanadi River. During the said inspection, it was observed that the answering respondent has already dismantled and shifted the batching plants to a new location after obtaining Consent to Establish. The earlier location of the batching plants were also cleaned by the answering respondent. It was further observed that camp office of the answering respondent is existing on earlier location. However, it was observed that the construction of the bridge over Luna River is going on without disturbing the riverine ecosystem and the flow of River Luna. A copy of the inspection report dated February 24, 2025 is annexed hereto and marked **Annexure 'R8/15'**.

- r. It is relevant to mention that the earlier locations of batching plants are also not on the river bed.
- s. Furthermore, a joint inspection was carried out by the Tahasildar, Marshaghai i.e., respondent no. 4 herein and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara on Plot No. 333 of Khata No. 333 and Plot No. 705/861 of Khata No. 330 on January 27, 2025. It was, inter alia, observed that there was no installation of batching plant on the said plots of land. A copy of the said joint inspection report dated January 27, 2025 is annexed hereto and marked **Annexure 'R8/16'**.
- t. In fact, it would also be evident from a drone video footage taken on January 18, 2026 and another video uploaded on 'YouTube' on November 27, 2025 which is available at - <https://youtu.be/k7bFurusLUk?si=1vjyyns8c40oA7k8>,





that there are no batching plants situated on the impugned plots of land. The answering respondent seeks the leave of this Hon'ble Tribunal to file the said video through pen drive.

- u. On the basis of the aforementioned, it is stated that no batching plants have been established on the plots impugned by the said application being Plot No. 333 of Khata No. 333 and Plot No. 705/861 of Khata No. 330. Hence, the allegation made in the said application with respect to construction of batching plant on the said plots is baseless and misplaced and ought to be rejected.
 - v. The allegations with respect to construction of the campsite on the Plot No. 333 of Khata No. 333 is dealt with in detail hereinafter.
9. The said application alleges that the answering respondent is stacking minor minerals in the aforesaid two plots of land which allegedly falls within the flood plain area of Luna River. The said application further alleges that the answering respondent has constructed labour hutment, material stockyard, Parking of vehicles and Machinery, Camp Office, dumping of sand and stone chips on Luna River Bed without any permission of competent authority such as Water Resource Department i.e., respondent no. 7 herein and Tahasildar Marshaghai i.e., respondent no. 4 herein. The said application further alleges that the camp office is made with concrete wall and asbestos roof. The said application contends that such constructions have affected the free flow of river during monsoon and all the debris and waste materials including sewage of the hutments





is directly discharged to the river. The said allegations are not only baseless but also contrary to the inspection carried out by the respondent no. 5 and the joint inspection carried out by the respondent no. 4 herein and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara. As such, the said allegations are ought to be rejected for the following reasons: -

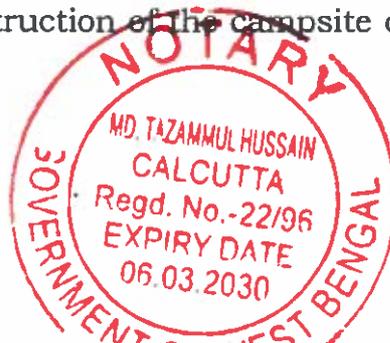
- a. It is stated that the camp site is situated on Plot No. 333 of Khata No. 333. The said camp site comprises of labour hutment, stockyard for ready to use materials, Parking of vehicles and Machinery, Camp Office. However, the said campsite is a temporary structure which shall be dismantled upon completion of the project. This would also be evident from the photographs of the camp site, copies whereof are annexed hereto and marked as **Annexure 'R8/17'**.
- b. Moreover, it is stated that no debris or waste materials including sewage of the hutments are being discharged into the river in any manner whatsoever. In fact, the answering respondent has constructed a septic tank for proper disposal of any waste generated from the campsite or the labour hutment. Copies of photographs of the construction of the septic tank in this regard are collectively annexed hereto and marked as **Annexure 'R8/18'**.
- c. In fact, the join inspection carried out by the respondent no. 4 herein and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara on January 27, 2025, also observes that the campsite is temporarily made up of





Galvanized Iron Sheet. It was further observed that the Labour hutment is constructed with brick-wall without plastering and roofed by Galvanized Iron Sheet with soling brick concrete foundation which are temporary in nature. A copy of the said inspection report dated January 27, 2025 is already annexed hereto.

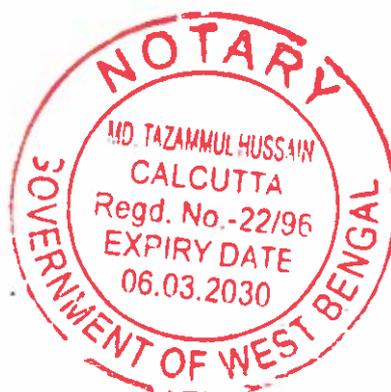
- d. It is stated that the establishment of the campsite is in line with the concept of sustainable development. The campsite is sustainable by nature and does not in any way harm the river ecosystem or the flow of the river.
- e. This would be evident from the inspection report of the respondent no. 5 dated February 24, 2025, a copy whereof has already been annexed hereto. During the said inspection, it was observed that the camp site of the answering respondent is existing of site. However, it was also observed that such campsite does not disturb the riverine ecosystem or the flow of the River Luna.
- f. Furthermore, the allegation that the answering respondent is stacking minor materials on the river flood plain is also contrary to the joint inspection report dated January 27, 2025. It was observed during the said joint inspection that there is no stacking of minor materials over flood plain area of Luna River bed.
- g. In fact, the respondent nos. 3 and 4 in their affidavit affirmed on May 20, 2025 have categorically stated that there is no threat to the free flow of the water in River Luna due to the construction of the campsite on the impugned





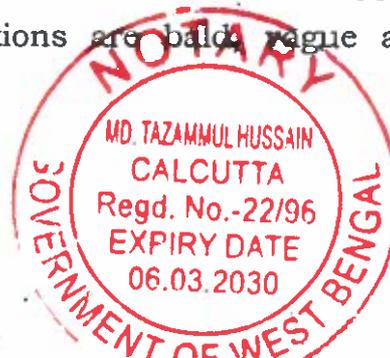
Plot No. 333 of Khata 333. After due joint inspection, it has also been stated in the said affidavit that allegations in the said application are false and the vehicles parked also do not affect the free flow of River Luna.

- h. In view of the aforesaid inspection reports, it is stated that the allegations raised in the said application are without any basis and misconceived. As such, the applicant is put to strict proof thereof. The hutments are also not on the river bed.
10. The said application alleges that the answering respondent is extracting sand from the river bed of the Luna River for construction. The said allegation is false, baseless and misconceived for the following reasons: -
- a. It is stated that the answering respondent procures sand from a government approved permit holder namely one Prafull Kumar Das in order to meet its requirement of sand for the construction of the present project. A transit pass is issued by the Department of Steel & Mines for delivery of sand to the answering respondent. The details of such sand transit passes are annexed hereto and marked as **Annexure 'R8/19'**. By way of samples, few transit passes dated August 7, 2024 and February 25, 2025 are collectively annexed hereto and marked as **Annexure 'R8/20'**. The answering respondent craves leaves to refer and rely upon the remaining transit passes during the course of hearing.



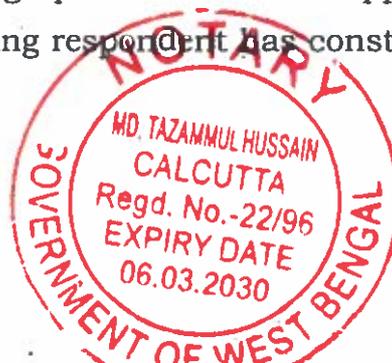
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- b. In fact, the joint inspection carried out by the respondent no. 4 herein and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara on January 27, 2025, categorically recorded that information regarding illegal extraction of sand from the river bed is not noticed.
- c. In view of the aforesaid, such allegations of the applicant is without any basis and the applicant is put to strict proof thereof.
11. The said application alleges that the answering respondent is dumping minor minerals into the Luna River without obtaining any permission from Tahasildar Marshaghai i.e., respondent no. 4 herein. The said allegation is false and without any basis for the following reasons: -
- a. During the joint inspection carried out by the respondent no. 4 herein and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara on January 27, 2025 it was specifically noted that dumping of minor minerals over the case land is not noticed.
- b. The applicant has failed to substantiate such allegations and the applicant is put to strict proof thereof. As such, the said application is liable to be dismissed.
12. Without prejudice to the aforesaid and fully relying thereon, I now deal with the allegations made in the said application.
13. With reference to paragraph 1 of the said application, it is stated that the allegations are bald, vague and bereft of



particulars. It is stated that the applicant is not a “person aggrieved” or has suffered any injury. As such, the applicant has no locus standi to maintain the present application simply by being an “environmental activist”. It is denied that there has been any encroachment of Luna River or Nayanjori Land at Badapal Mouza Bed in Marshaghai Tahasil of Kendrapada District with any structure such as site camp or batching plant over Plot No. 705/861 of Khata No. 330, Kisam Nadi of Mouza – Badapala having area 18.74 acres under Marshaghai Tahasil of Kendrapada District or over Plot No. 333 of Khata No. 333, Kisam – Nayanjori of Mouza Badapal having area 21.6 acres by the answering respondent, as alleged or otherwise or at all. It is denied that the said application raises any question, substantial or otherwise, relating to environment, as alleged or at all. It is denied that there is a threat to the river ecosystem as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.

14. With reference to paragraph 2 of the said application, save what are matters of record, anything contrary thereto or inconsistent therewith is denied and disputed. It is denied that the answering respondent has illegally encroached the flood plain of Luna River or constructed any structure inside the flood plain area or stacking any mineral therein that affects the environment, as alleged or otherwise or at all. It is denied that the answering respondent has extracted sand, illegally or otherwise from the said river bed, as alleged or at all. Save as aforesaid, all other allegations are denied and disputed.
15. With reference to paragraph 3 of the said application, it is denied that the answering respondent has constructed labour





hutment or material stockyard or parking of vehicles or machinery or camp office or engaged in dumping of sand or stone chips on Luna River bed or Nayanjori Land without any permission of competent authority such as Water Resource Department or Tahasildar Marshaghai, as alleged or otherwise or at all. It is denied that the camp office is made with concrete wall or asbestos roof, as alleged or otherwise or at all. It is denied that the answering respondent has encroached the riverbed, as alleged or at all. It is denied that the answering respondent has affected the free flow of river during monsoon or otherwise or that all the debris or waste materials or sewage of hutments are directly discharged to the river, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.

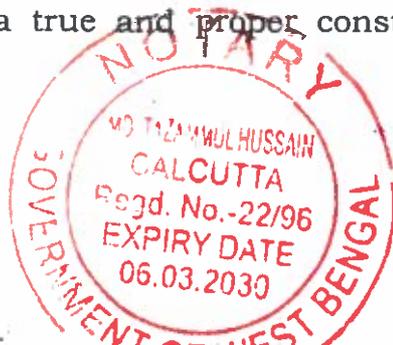
16. With reference to paragraph 4 of the said application, the contents of the complaint petitions dated February 19, 2024 and March 21, 2024 are denied and disputed. Save as aforesaid, all other allegations are denied and disputed.
17. With reference to paragraphs 5 and 6 of the said application, the contents of the letter dated April 19, 2024 and letter dated May 2, 2024 are denied and disputed. Save as aforesaid, all other allegations are denied and disputed.
18. With reference to paragraph 7 of the said application, the contents of the application dated February 6, 2024 under the Right to Information Act, 2005 (hereinafter referred to as 'RTI') and the reply dated February 23, 2024 are denied and disputed. It is stated that the applicant by way of the RTI application dated February 6, 2024 only sought information in relation to



(23)

the impugned Plot No. 333 of Khata No. 333 of Mouza - Badapala Kisam - Nayanjori and Plot No. 705/861 of Khata No. 330, Kisam - Nadi of Mouza Badapala. It was in this context that the RTI reply dated February 23, 2024 was issued wherein it was stated that neither Consent to Establish nor Consent to Operate has been granted to the unit for the aforementioned said plots. However, as stated in detail hereinabove, the batching plant has been relocated to a new location after obtaining Consent to Establish and Consent to Operate from the concerned authorities. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. It is denied that neither CTE nor CTO has been granted to the unit, as alleged or otherwise or at all. It is denied that the answering respondent is dumping minor minerals, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.

19. With reference to paragraph 8 of the said application, the contents of the RTI reply dated June 19, 2024, are denied and disputed. It is stated that the said RTI reply dated June 19, 2024 does not mention the permission granted to the answering respondent for construction of the batching plant on the new plots as mentioned in detail hereinbefore. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. It is denied that no permission has been given to the answering respondent for construction, as alleged or otherwise or at all. It is denied that the answering respondent is dumping on Riverbed or Nanjori land, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.
20. With reference to paragraph 9 of the said application, save what appears from a true and proper construction of the Office





Memorandum dated February 14, 2022 issued by the Ministry of Environment, Forest and Climate Change, anything contrary thereto or inconsistent therewith is denied and disputed. It is stated that the said Office Memorandum has no applicability to the present proceedings. The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said Office Memorandum. Save as aforesaid, all other allegations are denied and disputed.

21. With reference to paragraph 10 of the said application, it is stated that the camp site of the answering respondent is a temporary structure which does not obstruct the flow of the Luna River or harm the riverine ecosystem in any manner whatsoever. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The contents of the alleged google earth images are denied and disputed. It is denied that there is huge structure in the riverbed/flood plain area of Luna River, as alleged or otherwise or at all. It is denied that the existing structures may be evicted or removed from the river bed, as alleged or otherwise or at all. It is denied that minor minerals are illegally stacked, as alleged or otherwise or all. It is denied that the minor minerals should be seized, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.
22. With reference to paragraph 11 of the said application, it is stated that the camp site of the answering respondent is a temporary structure which does not obstruct the flow of the Luna River or harm the riverine ecosystem in any manner whatsoever. To avoid prolixity, I adopt the averments made in

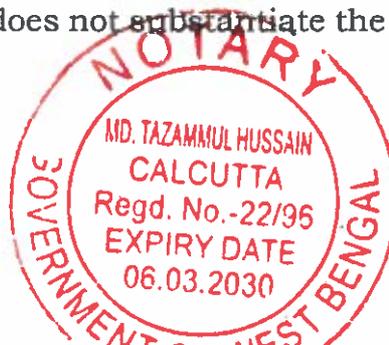


25

the aforementioned paragraphs. The contents of the photographs allegedly taken by the applicant on August 27, 2024 are denied and disputed. It is denied that the answering respondent has constructed structures inside the flood plain area of Luna River, as alleged or otherwise or at all. It is denied that the answering respondent is illegally stacking minor minerals on the said land, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.

23. With reference to paragraph 12 of the said application, it is stated that the answering respondent has been procuring sand from a government approved permit holder for the purpose of the construction of the project. It is stated that the joint inspection carried out by the respondent no. 4 herein and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara on January 27, 2025, categorically recorded that information regarding illegal extraction of sand from the river bed is not noticed. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. It is denied that the answering respondent is extracting sand, illegally or otherwise, from the river bed of Luna River, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.

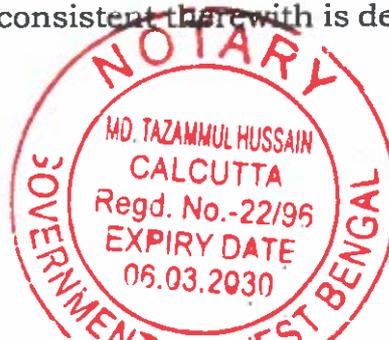
24. With reference to paragraph 13 of the said application, save what appears from a true and proper construction of the description of river bed from the Black's Law Dictionary, 6th Edition, anything contrary thereto or inconsistent therewith is denied and disputed. It is stated that the said description of river bed does not have any application to the present proceedings and does not substantiate the allegations raised in





the said application. Save as aforesaid, all other allegations are denied and disputed.

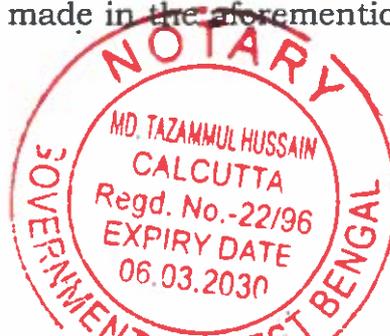
25. With reference to paragraph 14 of the said application, save what appears from a true and proper construction of the "Doctrine of the Public Trust", anything contrary thereto or inconsistent therewith is denied and disputed. It is stated that the said doctrine does not apply to the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said doctrine. Save as aforesaid, all other allegations are denied and disputed.
26. With reference to paragraph 15 of the said application, save what appears from a true and proper construction of Article 48A and Article 51A of the Constitution of India, anything contrary thereto or inconsistent therewith is denied is disputed. It is stated that the said articles do not aid the allegations in the said application. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing. Save as aforesaid, all other allegations are denied and disputed.
27. With reference to paragraph 16 of the said application, save what appears from a true and proper construction of the order dated December 15, 2020 passed by this Hon'ble Tribunal in Original Application being O.A. No. 22 of 2020, anything contrary thereto or inconsistent therewith is denied is disputed.



24

It is stated that the said order dated December 15, 2020 does not have any applicability to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said order dated December 15, 2020. Save as aforesaid, all other allegations are denied and disputed.

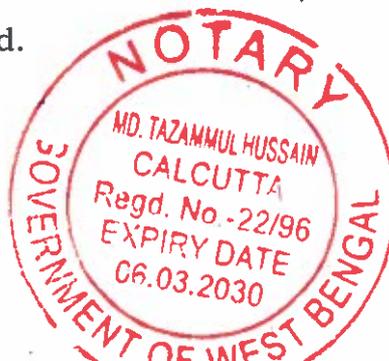
28. With reference to paragraph 17 of the said application, save what appears from a true and proper construction of the order passed by the Hon'ble Supreme Court of India in Civil Appeal No. 3367 of 2020, anything contrary thereto or inconsistent therewith is denied is disputed. It is stated that the said order does not have any applicability to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said order. Save as aforesaid, all other allegations are denied and disputed.
29. With reference to paragraph 18 of the said application, save what appears from a true and proper construction of the order passed by the Hon'ble Supreme Court of India in Association for Environment protection v. State of Kerala reported in MANU/SC/0622/2013, anything contrary thereto or inconsistent therewith is denied is disputed. It is stated that the said order does not have any applicability to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs.





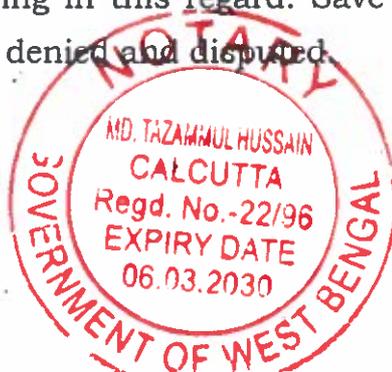
The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said order. Save as aforesaid, all other allegations are denied and disputed.

30. With reference to paragraph 19 of the said application, save what appears from a true and proper construction of the judgements passed by the Hon'ble Supreme Court and Hon'ble National Green Tribunal, anything contrary thereto or inconsistent therewith is denied is disputed. It is stated that the applicant has failed specify the said judgements or show any applicability of the said judgements to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing. Save as aforesaid, all other allegations are denied and disputed.
31. With reference to paragraph 20 of the said application, save what appears from a true and proper construction of the order dated May 1, 2024 passed by this Hon'ble Tribunal in Original Application being O.A. No. 101 of 2023, anything contrary thereto or inconsistent therewith is denied is disputed. It is stated that the said order dated May 1, 2024 does not have any applicability to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said order dated May 1, 2024. Save as aforesaid, all other allegations are denied and disputed.



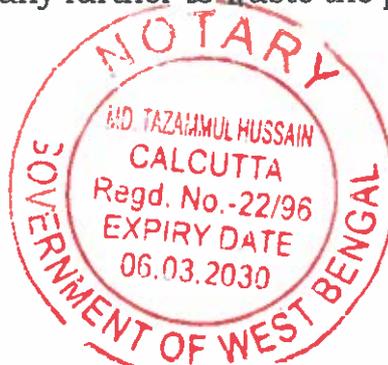


32. With reference to paragraph 21 of the said application, save what appears from a true and proper construction of the judgement dated February 21, 2024 passed by the Hon'ble High Court of Orissa in W.P. (C) No. 3385 of 2024, anything contrary thereto or inconsistent therewith is denied. It is stated that the said order dated February 21, 2024 does not have any applicability to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing regarding the non-applicability of the said order dated February 21, 2024. Save as aforesaid, all other allegations are denied and disputed.
33. With reference to paragraph 22 of the said application, save what appears from a true and proper construction of Section 24(1)(b) of the Water (Prevention and Control of Pollution) Act, 1974 and the judgements of the Hon'ble Supreme Court in M.C. Mehta v. Kamal Nath reported in (1997) 1 SCC 388, Vellore Citizens' Welfare Forum v. Union of India reported in (1996) 5 SCC 647 and Mantri Techzone Pvt. Ltd. v. Forward Foundation reported in (2019) 18 SCC 494, anything contrary thereto or inconsistent therewith is denied. It is stated that the said section and judgements do not have any applicability to the facts and circumstances of the present proceedings. To avoid prolixity, I adopt the averments made in the aforementioned paragraphs. The answering respondent reserves its right to make appropriate submissions during the course of hearing in this regard. Save as aforesaid, all other allegations are denied and disputed.





34. With reference to paragraph 23 of the said application, it is stated that the establishments made by the answering respondent does not obstruct the free flow of River Luna or harm the riverine ecosystem in any manner whatsoever. It is submitted that the said application fails to make out any case to warrant any direction for stoppage of construction or removal of any structures of the answering respondent. It is denied that free flow of the river is obstructed or that the river ecology has been affected, as alleged or otherwise or at all. It is denied that there are any concrete structures inside of the embankment, as alleged or otherwise or at all. Save as aforesaid, all other allegations are denied and disputed.
35. I state the alleged grounds in support of the application are misconceived, incorrect and deserve no credence. I traverse the said grounds by adopting and reiterating the true and correct averments made in the preceding paragraphs hereof.
36. The answering respondent craves leave of this Hon'ble Tribunal to add, alter or amend the present counter affidavit, if necessary.
37. Save as expressly admitted herein before, each and every allegation of the said application is denied and disputed, as if the same is set out hereunder and traversed seriatim.
38. It is submitted that the applicant could not make out any case in the said application and as such, the same is liable to be dismissed in limine with exemplary cost so that such type of application is not filed any further to waste the precious time of this Hon'ble Tribunal.





39. The statements made in paragraphs 1 to 34 are true to my knowledge and based on information derived from records which I believe to be true and the rest are my respectful submissions before this Hon'ble Tribunal.

RAJBIR CONSTRUCTION PVT. LTD.

Bimal Kumar Agarwal -

Deponent ^{Director}

Prepared in my office

Jyoti Chakraborty
Advocate
WA/707/88

Identified by me

Jyoti Chakraborty
Advocate
WA/707/88

Solemnly affirmed and declared before me on Identification

[Signature]

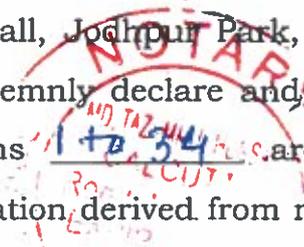
MD. T. HUSSAIN Notary
City Civil Court
Kolkata
Regd. No. 22/98, Govt. of W.B



VERIFICATION

21 JAN 2026

I, Bimal Kumar Agarwal, son of Bir Kumar Agarwal, aged about 53 years, by Faith - Hindu, by Occupation - Service, being one of the Directors of the respondent no. 8 working for gain at Rajbir Construction Pvt. Ltd., 6th Floor, 614, Hari Om Tower, Commercial Complex, Circular Road, Lalpur, Ranchi, Jharkhand, PIN : 834001 and residing at South City Residents, Tower-1, 6J 375, Prince Anwar Shah Road, Near South City Mall, Joghpur Park, Kolkata, West Bengal - 700068, do hereby solemnly declare and state that the statements made in paragraphs 1 to 34 are true to my knowledge and based on information derived from records which I believe to be true and the rest are my respectful submissions before this Hon'ble Tribunal.



I sign this verification at 12/1, Old Post Office Street, Ground Floor, Kolkata - 700001 on this the 21st day of January, 2026.



RAJBIR CONSTRUCTION PVT. LTD.

Bimal Kumar Agarwal -

Director



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200

ORIGINAL

NHA/PC/Chandikhol-Paradip/Package-3/2022

Dated: 31.03.2023

To

M/s Rajbir Construction Pvt. Ltd.
614, Hariom Tower Commercial Complex,
Circular Road, Lalpur,
Ranchi - 834001, Jharkhand
Email: rcplinfra@gmail.com

(Kind Attention: Shri Puneet Kumar Agarwal, Director)

Subject: Rehabilitation and Up gradation from 4 to 8 laning of Chandikhole-Paradip Section of NH-53 (Old NH-5A) from Km.39.000 to Km.60.00 in the State of Odisha on HAM mode (Package-3) [Tender ID: 2022_NHA_137777_1] - Letter of Award (LOA) - reg.

Ref.: Your bid for the project submitted on 13.03.2023 & Financial Bid opened on 27.03.2023.

Sir,

This has reference to your technical and financial proposal submitted on 13.03.2023 for the above mentioned subject project, NHA hereby accepts your proposal quoting Bid Project Cost of Rs. 762,75,00,000 (Rupees Seven Hundred Sixty Two Crore Seventy Five Lakh Only) excluding GST and declare you as the 'Selected Bidder' as per provision of Clause 3.8.1 of RFP. The Construction Period of 730 (Seven Hundred Thirty) days from the 'Appointed Date' to be notified by the Authority after fulfilment of the condition precedents for start of the work.

2. In accordance with the clause 3.8.4 of the RFP document, you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgement within 7 (Seven) days of the receipt of the LOA. Thereafter, you are required to execute the Concession Agreement within 45 (Forty Five) days from the date of issue of LOA, as specified in Clause 1.3 of RFP.

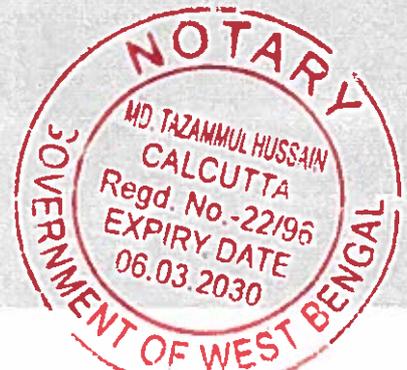
3. Further, as per RFP documents, you are required to promote and incorporate a Special Purpose Vehicle, solely for the purpose of implementing the project (the 'Concessionaire') as a Limited Liability Company under the Companies Act 2013, as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under this LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for undertaking the Project pursuant to Recital E of Draft Concession Agreement.

4. The Concessionaire for due and faithful performance of its obligations under the Concession Agreement, provide to the Authority no later than 30 (thirty) days from the date of the Agreement an irrevocable and unconditional Performance Security by way of Bank

Page 1 of 2

Rajbir Construction Pvt. Ltd.

Director



Guarantee for an amount of Rs. 22,88,25,000 (Rupees Twenty Two Crore Eighty Eight Lakh Twenty Five Thousand only) i.e. 3% of Bid Project cost as per clause 9.1 of Draft Concession Agreement.

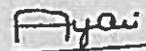
5. You are required to comply with all the terms and conditions set forth in the RFP documents and addendum/corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the Bid Documents.

Yours Sincerely,

Rajbir Construction Pvt. Ltd.

Encl: Duplicate LOA

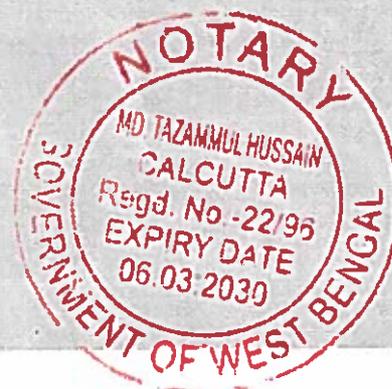

Director



(Asheesh Kumar Jain)
General Manager (PC)

Copy To: -

- (i) RO Bhubaneswar
- (ii) PD, PIU Bhubaneswar





सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

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दूरभाष/Phone - 01-11-25074100 / 25074200

**Duplicate**

NHAI/PC/Chandikhol-Paradip/Package-3/2022

Dated: 31.03.2023

To

M/s Rajbir Construction Pvt. Ltd.
614, Hariom Tower Commercial Complex,
Circular Road, Lalpur,
Ranchi - 834001, Jharkhand
Email: rcplinfra@gmail.com

(Kind Attention: Shri Puneet Kumar Agarwal, Director)

Subject: Rehabilitation and Up gradation from 4 to 8 laning of Chandikhole-Paradip Section of NH-53 (Old NH-5A) from Km.39.000 to Km.60.00 in the State of Odisha on HAM mode (Package-3) [Tender ID: 2022_NHAI_137777_1] - Letter of Award (LOA) - reg.

Ref.: Your bid for the project submitted on 13.03.2023 & Financial Bid opened on 27.03.2023.

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2. In accordance with the clause 3.8.4 of the RFP document, you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgement within 7 (Seven) days of the receipt of the LOA. Thereafter, you are required to execute the Concession Agreement within 45 (Forty Five) days from the date of issue of LOA, as specified in Clause 1.3 of RFP.

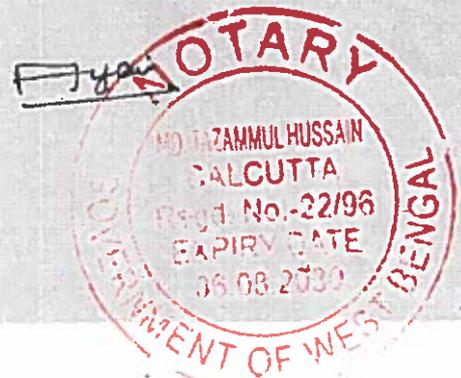
3. Further, as per RFP documents, you are required to promote and incorporate a Special Purpose Vehicle, solely for the purpose of implementing the project (the 'Concessionaire') as a Limited Liability Company under the Companies Act 2013, as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under this LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for undertaking the Project pursuant to Recital E of Draft Concession Agreement.

4. The Concessionaire for due and faithful performance of its obligations under the Concession Agreement, provide to the Authority no later than 30 (thirty) days from the date of the Agreement an irrevocable and unconditional Performance Security by way of Bank

Rajbir Construction Pvt. Ltd.

Director

Page 1 of 2



Guarantee for an amount of Rs. 22,88,25,000 (Rupees Twenty Two Crore Eighty Eight Lakh Twenty Five Thousand only) i.e. 3% of Bid Project cost as per clause 9.1 of Draft Concession Agreement.

5. You are required to comply with all the terms and conditions set forth in the RFP documents and addendum/corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the Bid Documents.

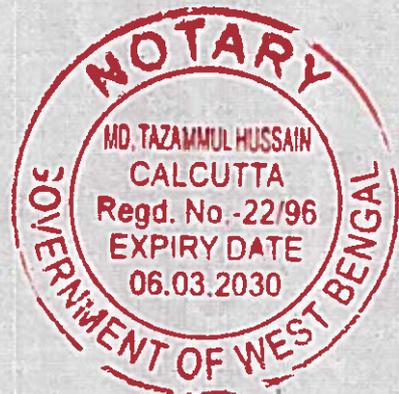
Rajbir Construction Pvt. Ltd.


Director

Yours Sincerely,



(Asheesh Kumar Jain)
General Manager (PC)



ANNEXURE - 28/2



Rajbir construction pvt. ltd

Always A Step Ahead in Infrastructure...

CIN No. - U45201JH2007PTC012833)



Ref. - RCPL/PAK -3/23-24/10

To
The District Magistrate
Kendrapara, Odisha

D. Sanyal
RCPL/PAK
Rev.

Sub: Widening and strengthening of NH-5A (New NH - 53) Chakara to Masakani stretch from Existing Km 39.000 to 40.000 (Total Length 21 Km) of Chandikhole to Paradip Section of NH - 53 from existing Four Lane to Eight Lane Paved Shoulder standard in the State of Odisha on Hybrid Annuity Mode under NH(O), (Package - III). Reg: Requisition for Govt. Land for the purpose of Camp, Project Office Setup and storage the construction materials.

Ref: (1) Letter No. - NHAI/PC/Chandikhol-Paradip/Package - 3/2022, Dated- 31.03.2023.

Dear Sir,

2981
12/5/23

In reference to above cited subject, we would like to inform you that the NHAI has awarded the work of Widening and strengthening of NH 53 works to the Rajbir Construction Pvt. Ltd. (Jharkhand, Ranchi) (NHAI Letter copy attached for your kind ref. please).

In this regard, we would like to request you to make available of Govt. Land to us for the purpose of construction materials storage, Site camp/office establishment and Installation of plants and equipments for the aforementioned project.

With the assistance of Local Villagers and Amin, we are able to locate the Govt. Land that is adjacent to the road for our project. The details are attached with this letter as an ANNEXURE I, II, III, and IV for your ready reference please (Our requirement are shown on the enclosed area map).

Sl. No.	Village Name	Police Station	Tehsil	District	Khata	Plot No.	Area Acres
1	Badpal	Marshaghai	Marshaghai	Kendrapara	333	333	21.660
2	Hatia	Patkura	Marshaghai	Kendrapara	638	1284	9.0215

→ Page 8 Rev. only

Sir, The aforementioned property is within your purview and this is the ideal place for us to setup our plants & equipments, store and office etc. to carry out our project successfully.

Therefore, we request you kindly allot the said Land as per the Govt. Guideline to us for till the completion of the project that is minimum two years from the date of commencement.

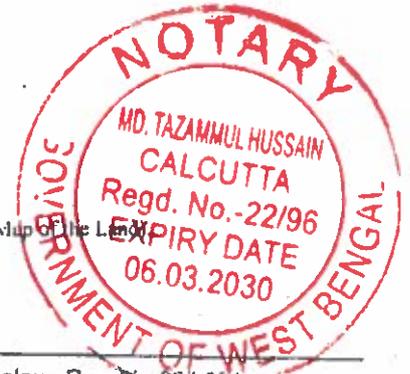
We are grateful for your kind cooperation and will always be.

Thanking you and assuring you our best services all the time.

Yours sincerely,

K. Rajesh
(Kumar Rajesh)
Project Manager
Rajbir Construction Pvt. Ltd.

Encl:- I. As above (Annex. I & III) - Schedule of Land & Annex. II & IV:- Trace Map of the Land



P.K. Agarwal, 614, Hariom Tower Commercial Complex, Circular Road, Lalpur, Ranchi - 834 001
Tel. : 0651-2561108, 2561081, Fax : 0651-2204770, E-mail : rcplinfra@gmail.com, Website : www.rcplindia.org

15.22

P.T.O

ANNEXURE - R8/3



o/c

Rajbir construction pvt. ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U45201JH2007PTC012833)

Ref.: RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/08

Date: 18.07.2023

To,
The Project Director,
National Highways Authority of India,
303, Utkal Signature, 3rd Floor, NH-5, Pahal
Bhubaneswar (Odisha)
Pin-752101

Subject :- Widening and strengthening of NH -5A (New NH - 53) Chakara to Masakani stretch from existing Km 39+000 to 60+ 000 (Total Design Length 21 km) from existing Chandikhole to Paradip Section of NH - 53 from existing Four Lane to Eight Lane Paved Shoulder standard in the State of Odisha on Hybrid Annuity Mode under HO (O) Package - III. Reg.: Requesting for the Land at Ch. 52+000 LHS under Badpal mouza (Khata no. 333, Plot no. 333, Tahasil : Marshaghai) for Storage of construction materials, Labour Hutments, Plant/Equipment Setup & other project related works.

Ref: (1) Letter No - NHAI/PC/Chandikhole-Paradip/Package - 3/2022, Dated- 31.03.2023.

Dear Sir,

With reference to above cited subject, we would like to request you that we required land at appx. Ch.52+000 LHS at Badpal Mouza (Khata no. 333, Plot no. 333, Tahasil : Marshaghai) for the Project related works only i.e. Storage of construction materials, Labour Hutments, Plant/Equip. setup & Consumer pump (HSD) for the Widening and Strengthening of existing highway (NH-53) under the supervision by NHAI.

Sir, for kind information they said land (Khata no. 333 & Plot no. 333) is within the ROW as per Revenue Map and the above land belongs to NHAI (Ministry of Road, Transportation & Highways) under The Government of India. As per Khata no. 333 & Plot no. 333 the total land is 21.66 Acre and we required only 06 Acre to establish our setup for project related works only.

In the light of above mentioned circumstances, you are requested to please allocate the located place of land 06 Acre only for the establishment of all setup till the project duration and we ensure you this will not affect the construction of existing highway works because the said location is a barren land.

An early action in this regard shall be highly appreciated.

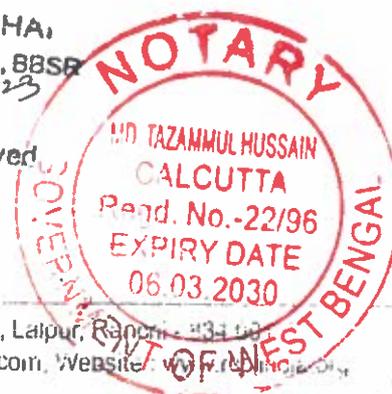
Thanking you.

Yours faithfully,

K. Anand
18-07-23
(E. Anand, Rajbir)
Project Director
Rajbir Construction Pvt. Ltd.

Encl.: - 1. Mouza Map.
2. ROW list.

श्री. ए. टी. ए. , NHA,
प. व. ३, पुणे/पुणे/PIU, BBSR
18/7/2023
प्राप्त हुआ /Received





सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

303, उत्कल सिगनेचर, 3 ताला, एनएच-5, पाहाल, भुवनेश्वर-752101, ओडिशा

303, Utkal Signature, 3rd Floor, NH-5, Pahal, Bhubaneswar-752101, Odisha

दुरभाष / Ph.: 0874-2862600 (का / O)

ई-मेल / e-mail : bhu@nhai.org, वेबसाइट / Web : www.nhai.gov.in



NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1028

19.07.2023

To

Authorized Signatory,
M/s-Rajbir Construction Pvt. Ltd.
Hariom Tower Commercial Complex,
Circular Road, Lalpur, Ranchi- 834001;

Sub: Rehabilitation and Up gradation from 4 to 8 lane of Chandikhole-Paradip Section of NH-53 (Old NH-5A) from Km. 39.000 to Km. 60.000 in state of Odisha on HAM mode (Package-III) -Allocation of land for project related work within the ROW -Reg;

Reg: 1. NHAI, HQ Letter No. 2022 dated 31.03.2023.
2. Agreement dated 10.05.2023.
3. Your office letter No. 08 dated 18.07.2023.

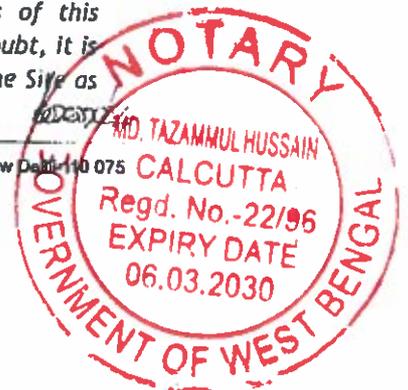
Sir,

Please refer your office letter No. 08 dated 18.07.2023 wherein, you have requested this office for allocation of land under the ROW at Km 52+000 in LHS for the project related works i.e., Storage of construction materials Labour Hutment, Plant/ Equipment setup the consumer pump etc.

In this regard, it is pertinent to mention that you may utilize the Right of Way as per the provisions under Cl. No. 10.3.1 and 10.3.2 as mentioned below;

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid license and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid license and Right of Way with respect to the parts of the Site as

निर्दिष्ट कार्यालय / Corporate Office : सि-5 एच-8, सेक्टर-10, द्वारका, नई दिल्ली -110075 / G-5 & 6, Sector-10, Dwaraka, New Delhi-110 075
दुरभाष / Phone : 01125074100/25074200, वेबसाइट / Website: nhai.gov.in





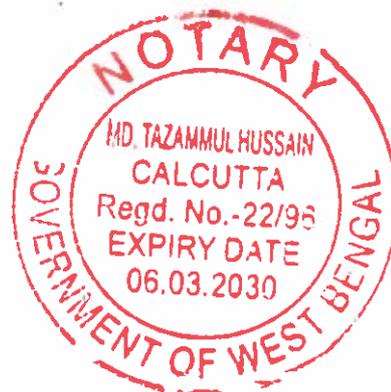
set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include land which shall in any manner prevent the Concessionaire from undertaking construction of the Project to the extent of at least 80% (eighty per cent) of the length thereof, and in the event Financial Close is delayed on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages solely under the provisions of Clause 4.2. For the avoidance of doubt, the Authority acknowledges and agrees that the Appendix shall not include any land which may prevent the construction of any critical element of the Project without which the Completion Certificate or Provisional Certificate may not be granted. The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all land comprising the Project in the Government and has taken possession of at least 80% (eighty per cent) of the length thereof, save and except stray plots of land which the Parties mutually agree to exclude from such vesting prior to the Appointed Date. The Parties also acknowledge and agree that the conditions specified in this Clause 10.3.2 shall not be modified or waived by either Party.

In view of the above, you may allow the utilization of ROW for the purpose of construction and development of National Highway as per the above provisions of concession agreement.

Yours faithfully,

Narendra Singh
DGM (Tech.) & Project Director





ANNEXURE - R8/5



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय) National Highways Authority of India (Ministry of Road Transport & Highways)

प्रियोजना कार्यान्वयन इकाई / Project Implementation Unit
303, उत्तम सिग्नेचर, 3 तल, बंगलूरु, कर्णाटक, पुणे-752101, ओडिशा
303, Uthal Signature, 3rd Floor, NH-5, Pahal, Bhubaneswar-752101, Odisha
फ़ोन / Ph.: 0674-2962600 (का / O)
ईमेल / e-mail: nhai@nhai.gov.in वेबसाइट / Web: www.nhai.gov.in



सत्यमेव जयते

NHA/ NH-53/8-Laning/ PKG-III/ Rajbir/ LA/ 11/16

02.08.2023

To,

The Collector & District Magistrate,
Kendrapada;

Sub: Rehabilitation and Up gradation from 4 to 8 lane of Chandikhole-Paradip Section of NH-53 (Old NH-5A) from Km. 39.000 to Km. 60.000 in state of Odisha on HAM mode (Package-III) -possession of land -Reg;

Ref: Gazette Notification S.O. 1290 (E) dated 11.11.2023.

Sir,

With reference to the subject matter, it is pertinent to mention here that the subject stretch entrusted to Ministry of Road Transport and Highways vide Gazette Notification S.O. 1290 (E) & S.O. 1291 (E) dated 11.11.2003. Now, the project Highway is under development stage from 4 to 8 lane Highway. Accordingly, The HAM Contract for the said work has been awarded in 4 packages and the agreement for 3 packages has been signed and the contractors of the respective packages are taken-up the work in the scope during the development period.

During the development of the project stretch, the HAM Contractor of the subject stretch has informed this office telephonically that the officials of RTO, Kendrapada has informed that land charring Khata No. 333, plot No.333 village Badpal in Masaghal tashil dist- Kendrapada handed over to RTO, Kendrapada for development of Truck Terminal.

In this context, It is submitted that the above plot is in possession of MORTH, New Delhi vide Gazette Notification S.O. 1290 (E) & S.O. 1291 (E) dated 11.11.2003 and the same can be handover with a consent of MoRTH, New Delhi and through Gazette of India Notification only.

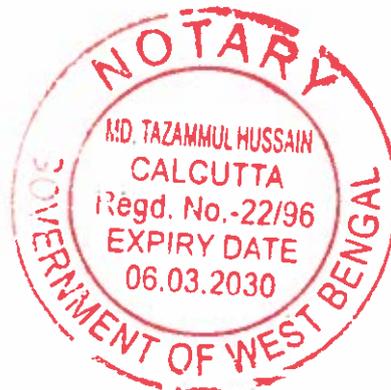
In view of the above, it is requested to issue necessary direction to RTO, Kendrapada to not obstruct the development of project work. As you aware the subject stretch is the one of the prestigious projects of the state for free flow of port traffic and economic development of Kendrapada and Jagatsingpur District.

Yours faithfully,


Narendra Singh

DGM (Tech.) & Project Director

copy to: RO - Odisha - For kind Information please.



ANNEXURE - R8/6



Rajbir Paradip pvt. Ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U42101JH2023PTC020323)

Ref.: RCPL/NH-53/CP PKG-III/NHAIF-01/2023/29

Date: 03.11.2023

To,
The Project Director,
National Highways Authority of India,
NHAI Complex, Neulpur, Chandikhole
Jajpur (Odisha)
Pin-755024

Sub:-Rehabilitation and Up gradation from 4 to 8 lane of Chandikhole (Km. 0.000) to Paradip (Km. 76.588) section of NH-53 (Old NH-5A) from Km. 39.000 to Km. 60.000 in state of Odisha – Regarding Land issue at chainage 52+000 LHS.

Ref: i) NHAI/PC/Chandikhol-Paradip/Package – 3/2022, dated: - 31.03.2023.
ii) RCPL/NH-53/CP PKG-III/NHAIF-01/2023/08, dated: - 18.07.2023
iii) NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1028, dated: - 19.07.2023
iv) NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1116, dated: - 02.08.2023

Dear Sir,

With reference to above subject & letter cited under reference no. (ii), we would like to inform you that vide letter no. 08, dated 18.07.2023 we requested to your office for the allocation of land under the ROW at chainage 52+000 km in LHS for the project related works i.e., Storage of construction materials, Labour Hutment, Plant/Equipment setup etc.

Sir, your office has considered our request and allotted the said land for the establishment of camp and other project related works vide letter no. 1028 dated 19.07.2023. After getting the approval from your end we started our camp establishment work on said chainage.

Meanwhile, the camp establishment work has been stopped by the local administration and they require authentic paper i.e., land transfer documents as per Gazette Notification S.O. 1290(E) & S.O. 1291(E) dated 11.11.2003.

Sir, as you know our project is time bond project and we are planning to start our construction activities as soon as possible under the guidance of your supervision and direction.

In view of above, we need your cooperation and necessary direction.

Thanks for your kind information and necessary action please.

Thanking you & assuring our best services at all times.

Yours Sincerely,

K. M. Singh

Authorizing Signatory

For M/s Rajbir Paradip Pvt. Ltd.



614, Hariom Tower Commercial Complex, Circular Road, Lalpur, Raipur, Chattisgarh - 491001 (Jharkhand)
Tel. : 0651-2911075, E-mail : rajbirparadipvlltd@gmail.com





सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - 755024 (ओडिशा)

NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org

NHAI/11021/8/2023/PIU/CDL/1187



04 Nov., 2023

To

The Collector & District Magistrate,
Kendrapada,
Odisha

Sub.: Rehabilitation and Up gradation from 4 to 8 laning of Chandikhole-Paradip section of NH-53 (Old NH-5A) from Km.39.00 to Km.60.00 in the state of Odisha on HAM mode (Package-3) - Establishment of camp for development of project purpose - Reg.

Sir,

In inviting a kind reference to the subject cited above, it is to inform that the 8-laning work from km.39+000 to km.60+000 in Chandikhole-Paradip section of NH-53 has been awarded to the Concessionaire M/s. Rajbir Paradip Private Limited and the Agreement was signed on 10th May 2023.

In this regard, it is pertinent to mention here that the Chandikhole-Paradip section of National Highway has been entrusted to Ministry of Road Transport and Highways vide Gazette Notification S.O.1290(E) and S.O. 1291 (E) dated 11.11.2003 (copies enclosed). Accordingly, Chief Engineer, National Highways, Govt. of Odisha vide letter No.7088 dated 26.12.2003 instructed to transfer the Chandikhole-Paradeep section along with relevant land records to NHAI.

For development of project, camp of Concessionaire is essential to establish. In this regard, Concessionaire has identified the location on Plot No.333, Khata No.333 in village Badapal under Marshaghai Tahasil. Accordingly, the camp has established and erection of plant and machinerles is under progress. However, RTO-Kendrapada informed telephonically that the said land has been handed over to RTO-Kendrapada for development of Truck Terminal.

As the Right of Way (RoW) of Chandikhole - Pradeep section of National Highway is under the possession of MoRT&H, the transfer of land to RTO-Kendrapada is in question. The Concessionaire already established the camp and now the issue of land will be impact the progress of project.

This is a priority project under the Prime Minister Gati Shakti Scheme which is being reviewed directly by the PMO. It is also a significant port connectivity road project of national importance time-bound project of 24 months completion period.

In view of above, it is requested to issue necessary direction to the concern official not to obstruct in establishing the project camp by the Concessionaire.

Yours faithfully,

Encl.: As above.

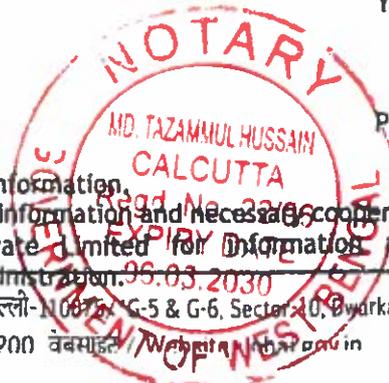
Copy to:

1. RTO, Kendrapara for kind information.
2. Tahasildar, Marshaghai for information and necessary cooperation
3. M/s. Rajbir Paradip Private Limited for information and necessary

following with District Administration.

निगमित कार्यालय / Corporate Office : जि-5 एव-6, सेक्टर-10, द्वारका, नई दिल्ली - 110075

दूरभाष / Phone : 011-25074100/25074200 वेबसाइट / Website : nhai.org.in

(J. P. Verma)
Project Director



Rajbir Paradip pvt. Ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U42101JH2023PTC020323)

Ref.: RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/37.

Date: 27.11.2023

To,
The Project Director,
National Highways Authority of India,
NHAI Complex, Neulpur, Chandikhole
Jajpur (Odisha)
Pin-755024

Sub: -Rehabilitation and Up gradation from 4 to 8 lane of Chandikhole (Km. 0.000) to Paradip (Km. 76.588) section of NH-53 (Old NH-5A) from Km. 39.000 to Km. 60.000 in state of Odisha – Regarding issue in possession of land for establishment of camp and development of project purpose at CH:-52+000 LHS.

Ref:

- 1) NHAI/11021/8/2023/PIU/CDL/1189 dated 04/11/2023.
- 2) RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/29 dated 03/11/2023.
- 3) NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1116 dated 02/08/2023.
- 4) NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1028 dated 19/07/2023.
- 5) RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/08 dated 18/07/2023.
- 6) NHAI/PC/Chandikhol-Paradip/Package-3/2022 dated 31/03/2023.

Dear Sir,

Please refer to the above cited subject and referred letter under ref. (5); dated 18.07.2023 vide which we have requested to your good office for allocation of land under the ROW at KM 52+000 in LHS for project related work i.e. storage of construction material, Labour Hutment, Plant/Equipment setup, and consumer pump (HSD) setup.

Further vide letter under ref. (4); dated 19.07.2023, you have permitted us for the above setup under ROW as mentioned in Schedule A (Annexure -I).

In continuation to the above granted permission, we started the camp establishment work and other project related work on the allocated stretch at Ch. 52+000 as per the typical camp plan.

Meanwhile, during construction, the official of RTO, Kendrapada objected/stopped the construction work on the said permitted stretch and they demanded land transfer paper as a proof regarding allocation of this land for the above said project. They further claimed that this stretch has been handed over to department of RTO, Kendrapada for development of Truck terminal. We have intimated the same to you instantly and thus, work has been obstructed by them from time to time.





Rajbir Paradip pvt. Ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U42101JH2023PTC020323)

Again, vide letter under ref. (3); dated 02.08.2023, you have requested to the collector & District Magistrate, Kendrapada to issue necessary direction to RTO, Kendrapada not to obstruct the development of project work.

Again, vide letter cited under ref. (2); dated 03.11.2023, we reminded you regarding the obstruction made by RTO, Kendrapada and thus a slippage/Setback of our construction programme for schedule construction activities is being observed.

Again vide letter cited under ref. (1); dated 04.11.2023, you informed The collector & District Magistrate to issue necessary direction to the concerned RTO officials not to obstruct the ongoing work of establishment of project camp.

Further, almost 4 months' period lapsed but no response by RTO or District Magistrate has yet been given. In such situation we always remained in dilemma whether we should keep continuance of work to develop the camp site (i.e. storage of construction material, Labour Hutment, Plant/Equipment setup, and consumer pump (HSD) setup).

As the aforesaid site belongs to MoRT&H, therefore we now request you to provide the express consent / permission to ensure that the aforesaid site does not have any encumbrance and we may therefore continue the development work of camp site in full swing without fear / hesitation.

Sir, due to above said reason we are unable to established our Concrete Batch Mix & Hot Mix Plant and even we are facing problem to get the electrical connection & CTE from the Concerned Authority on said premises (Application copy is attached herewith for your kind reference please).

Therefore, we request you kindly do needful action at your earliest please.

Thanking you & assuring our best services at all times.

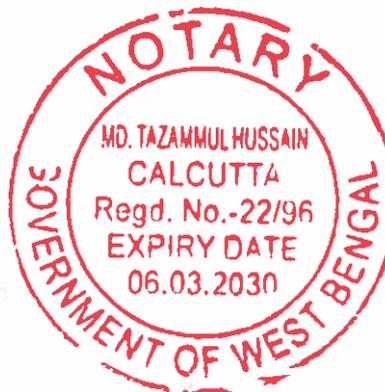
For M/s Rajbir Pradip Pvt. Ltd.


Kumar R.
(Authorized Signatory)

Encl.: As mentioned above.

Copy to:

1. The Regional Officer – NHAI, Bhubaneswar, Pal Heights, Bhubaneswar, Odisha – for kind information please.



ANNEXURE - RS/9

48



Rajbir Paradip pvt. ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U42101JH2023PTC020323)

Ref: RCPL/NH-53/CP PKG-III/NHAJ/F-01/2023/51

Date: 29.12.2023

To,
The Project Director,
National Highways Authority of India,
NHAJ Complex, Neulpur, Chandikhole
Jajpur (Odisha)
Pin-755024

Sub: -Rehabilitation and Up gradation from 4 to 8 lane of Chandikhole (Km. 0.000) to Paradip (Km. 76.588) section of NH-53 (Old NH-5A) from Km. 39.000 to Km. 60.000 in state of Odisha – Regarding issue in possession of land for establishment of camp and development of project purpose at CH:- 52+000 LHS.

Ref:

- 1) RCPL/NH-53/CP PKG-III/NHAJ/F-01/2023/37 dated 27/11/2023.
- 2) NHAJ/11021/8/2023/PIU/CDL/1189 dated 04/11/2023.
- 3) RCPL/NH-53/CP PKG-III/NHAJ/F-01/2023/29 dated 03/11/2023.
- 4) NHAJ/NH-53/8-Laning/PKG-III/Rajbir/LA/1116 dated 02/08/2023.
- 5) NHAJ/NH-53/8-Laning/PKG-III/Rajbir/LA/1028 dated 19/07/2023.
- 6) RCPL/NH-53/CP PKG-III/NHAJ/F-01/2023/08 dated 18/07/2023.
- 7) NHAJ/PC/Chandikhol-Paradip/Package-3/2022 dated 31/03/2023.

Dear Sir,

Please refer to the above cited subject and referred letter under ref. (1); dated 27.12.2023 vide which we have requested to your good office for transfer paper of Khata no. 333, Plot no. 333 regarding allocation of land under the ROW at KM 52+000 in LHS.

We always remained in dilemma whether we should keep continuance of work to develop the camp for site (i.e. storage of construction material, Labour Hutment, Plant/Equipment setup, and consumer pump (HSD) setup). We need your kind Cooperation in this regard because till date due to above said reason we are unable to establish our Concrete Batch Mix Plant & Hot Mix Plant and even we are facing problem to get the electrical connection, CTE & CTO from the Pollution Control Board Paradip, Odisha on said premises (For CTE & CTO Online application copy is attached herewith for your kind reference please).

Sir, as per the Govt. norms without CTE permission from the Concerned Authority we are unable to establish our any type of plants on the said premises and the delay is directly hampered your project.

Therefore, we request you kindly do needful action at your earliest please.

Thanking you & assuring our best services at all times.

For M/s Rajbir Paradip Pvt. Ltd.

Kumar Rajesh
(Authorized Signatory)



Encl.: As mentioned above.

Copy to:

1. The Regional Officer – NHAJ, Bhubaneswar, Pal Heights, Bhubaneswar, Odisha – for kind information please.



ANNEXURE - R8/10

46



Rajbir Paradip pvt. Ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U42101JH2023PTC020323)

Ref.: RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/55

Date : 04.01.20224

To,
The Project Director,
National Highways Authority of India,
NHAI Complex, Neulpur, Chandikhole
Jajpur (Odisha)
Pin-755024

Sub:-Rehabilitation and Up gradation from 4 to 8 lane of Chandikhole (Km. 0.000) to Paradip (Km. 76.588) section of NH-53 (Old NH-5A) from Km. 39.000 to Km. 60.000 in state of Odisha – Requesting for Govt. Land at Ch. 51+445 & 52+000 km (LIIS) within the RoW.

Ref: 1) NHAI/11021/8/RAJBIR/2023/PIU/CDL/1360, Dated – 15.12.2023
2) RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/37 dated 27/11/2023.
2) NHAI/11021/8/2023/PIU/CDL/1189 dated 04/11/2023.
3) RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/29 dated 03/11/2023.
4) NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1116 dated 02/08/2023.
5) NHAI/NH-53/8-Laning/PKG-III/Rajbir/LA/1028 dated 19/07/2023.
6) RCPL/NH-53/CP PKG-III/NHAI/F-01/2023/08 dated 18/07/2023.
7) NHAI/PC/Chandikhol-Paradip/Package-3/2022 dated 31/03/2023.

Dear Sir,

With reference to above cited subject, we would like to inform you that the Widening and Strengthening of NH-53 work has been started after receiving your letter vide ref. no. 1 & the camp establishment work has been started vide letter ref. no. 5.

In this regard, we meet personally with District Magistrate Kendrapara on 30.12.2023 and kept our issues regarding land in front of him and the same has been informed you.

Therefore, we request you kindly issue a request letter to the District Administration to arrange the Govt. land on temporary purpose for the Storage of construction materials, Temporary camp/site office and establishment of BMP one no. at each Chainage (51+445 & 52+000) LIIS.

The details of land with area are mentioned below.

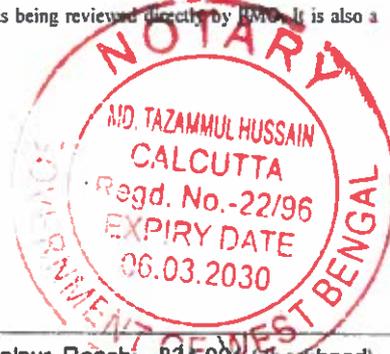
Sl. No.	Village Name	Police Station	Tehsil	District	Khata No.	Plot No.	Area in acre to be use
1	Badapal	Marshaghai	Marshaghai	Kendrapara	333	333	Appx. area 4 acre for office & Staff qtr., Storage of materials & BMP (Built up and open land, Outside of the demarcation.
2	Badapal	Marshaghai	Marshaghai	Kendrapara	330	705/861	Appx. area 4 acre for office & Staff qtr., Storage of materials & BMP

In view of above, for the development of project, camp, plant is essential to establish and storage of materials we require the above said land on temporary basis and the said project is time-bound project of 24 months completion period.

This is a priority project under Prime Minister Gati Shakti Scheme which is being reviewed directly by PMO. It is also a significant port connectivity road project of national importance.

RAJBIR PARADIP PVT. LTD.


Director





Rajbir Paradip pvt. ltd.

Always A Step Ahead in Infrastructure...

(CIN No. - U42101JH2023PTC020323)

Once again we request you kindly issue a request letter to the District Administration and request to grant the permission for the use of the above said land in the interest of the project purpose only at your earliest please (For till the completion of the project i.e. minimum 24 months from the date of commencement). After getting the approval from the concerned authority then we are able to apply the application for CTE & CTO to the Pollution Control Board.

For your kind co-operation we will be remain grateful to you.

Thanking you & assuring our best services at all times.

For ,

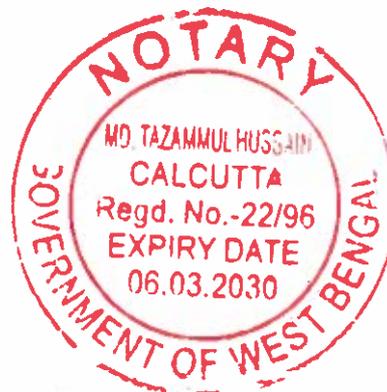
RAJBIR PARADIP PVT. LTD.

Director

Encl: As mentioned above.

Copy to:

1. The District Magistrate – Kjendrapara, Odisha – for kind information please.
2. The Sub Collector – Kendrapara, Odisha – for kind information please
3. The Regional Officer, NIAI, Pal Heights, Bhubaneswar, Odisha for kind information please.



ANNEXURE - RS/11



Tel: 06722-291044
Email: rospcb.paradeep@ospcbboard.org
Website: www.ospcbboard.org

REGIONAL OFFICE OF
STATE POLLUTION CONTROL BOARD, PARADEEP, ODISHA
[DEPARTMENT OF FOREST & ENVIRONMENT, GOVERNMENT OF ODISHA]
1ST FLOOR, CMCE BUILDING, MARINE DRIVE ROAD, NUA SANDHAKUDA, PARADEEP,
JAGATSIINGHPUR-754142

No. 201 RO/PDP/KP/IND/158

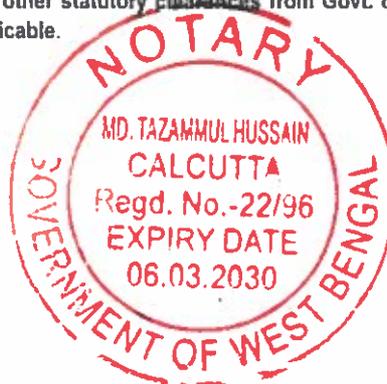
Di. 26-02-2024

OFFICE MEMORANDUM

In consideration of the online application No.5420014 for obtaining consent to establish for M/s Rajbir Construction Pvt. Ltd., the State Pollution Control Board is pleased to convey its Consent to Establish under section 25 of Water (Prevention & Control of Pollution) Act, 1974 and section 21 of Air (Prevention & Control of Pollution) Act 1981 for establishment of one Batching Plant, one Wet Mix Macadam Plant and one Hot Mix Plant for production of Ready mix Concrete- 6000 Cum/month, Wet Mix Macadam- 6500 Cum/Month and Hot Mix Asphalt- 7000 Cum/month respectively with a project cost of Rs. 4,78,46,000/- at Mouza Dutil (Plot Nos.187, 183,182,181 & 180/1785 of Khata nos. 649/602, 649/124, 351, 649,192 & 649/143 respectively) over an area of Ac. 2.039 PS/Tahasil kendrapara in the district of Kendrapara with the following conditions.

GENERAL CONDITIONS:

1. This consent to establish is valid for the product quantity, manufacturing process and raw materials as mentioned in the application form. This order is valid for five years, which means the proponent shall commence construction of the project within a period of five years from the date of issue of this order provided commencement of production of proposed project has not taken place in the mean time.
2. This consent to establish is granted for the capacity as mentioned above and any expansion in the capacity change or modification in the process addition, alternation any nature has to be under taken with prior approval of the Board. For any change in the site or area, fresh consent to establish has to be obtained from the Board.
3. If the proponent fails to start operation of the project, but substantial physical progress within five years then a renewal of this consent to establish shall be sought by the proponent.
4. The industry shall apply for grant of consent to operate under section 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 for at least 3 (three) months before the commercial production and obtain consent to operate.
5. The consent to establish is granted subject to other statutory clearances from Govt. of Odisha and/ or Govt. of India as and when applicable.





SPECIAL CONDITIONS:

A. General

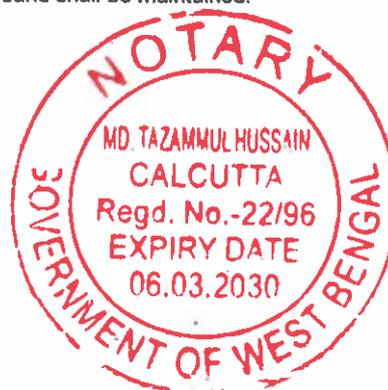
1. Industry shall provide adequate noise control systems to avoid any noise nuisance in its surrounding areas.
2. Unit has to develop and maintain green belt of recommended species of at least two rows all along the plant boundary and in vacant spaces.
3. Unit shall provide adequate sanitation facilities for its workers to avoid any open defecation and unhygienic condition in its surrounding areas.
4. The unit shall abide by all the provisions of E (P) Act, 1986 and the rules framed there under.
5. The Board may impose further condition or modify the conditions as stipulated in this order during installation / or at the time of obtaining consent to operate and may revoke this order in case the stipulated conditions are not implemented and / or information is found to have been suppressed / wrongly furnished in the application form.

B. Water Pollution

1. Domestic waste water shall be discharged to soak pit via septic tank to be constructed as per BIS specification.
2. Under no circumstances, there shall not be any discharge of wastewater from the plant to outside the premises.

C. Air Pollution

1. The dust containment cum suppression system shall be provided at all potential dust generating points of Hot Mix Plant, Batch Mix Plant & WMM plant for suppression of fugitive emission.
2. Adequate dust extraction with treatment system shall be provided at Hot Mix Plant so as to conform the prescribed standard of the Board i.e particulate matter 150mg/Nm³.
3. The ambient air quality inside the factory premises shall conform to the National Ambient Air Quality Standards.
4. The unit shall provide adequate sprinkling system inside the premises to avoid fugitive dust emissions.
5. The DG sets shall be installed of adequate capacity and the DG set shall be installed in an acoustically designed enclosure to control noise level and over anti vibration pads to avoid vibration.
6. The height of the stack attached to DG sets shall conform the following.
 $H = h + 0.2 \sqrt{KVA}$ where,
 h = Height of the building where it is installed in meter,
 KVA = Capacity of the DG set,
 H = Height of the stack in meter above ground level.
7. The internal roads shall be metalled to prevent the fugitive emission due to plying of vehicles.
8. Regular cleaning and wetting of internal road and ground shall be maintained.





D. SOLID AND HAZARDOUS WASTES

1. The solid wastes, rejects generated during construction shall be collected & stored inside the factory premises & suitably disposed off in an environmentally friendly manner and in no case such waste shall be disposed off outside its premises.
2. The unit shall apply and obtain authorization under hazardous & Other Waste (management & Transboundary Movement) Rules, 2016 if applicable.

[Handwritten Signature]
REGIONAL OFFICER

To

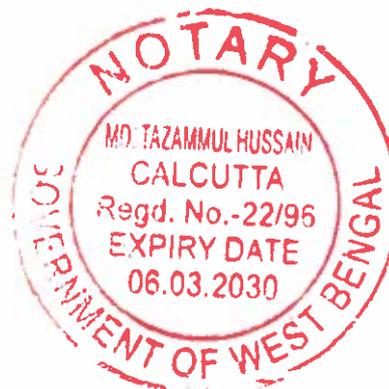
Sri Janmejaya Ojha, general Manager,
M/s Rajbir Construction Pvt. Limited,
At/Post: Plot No. 737, Samagudia,
Dist: Kendrapara

Memo No...../ Dt...../

Copy forwarded to:-

1. The Member Secretary, SPC Board, Bhubaneswar.
2. The Collector & District Magistrate, Kendrapara.
3. The District Industries Centre, Kendrapara
4. Guard File

[Handwritten Signature]
REGIONAL OFFICER



ANNEXURE - R8/12



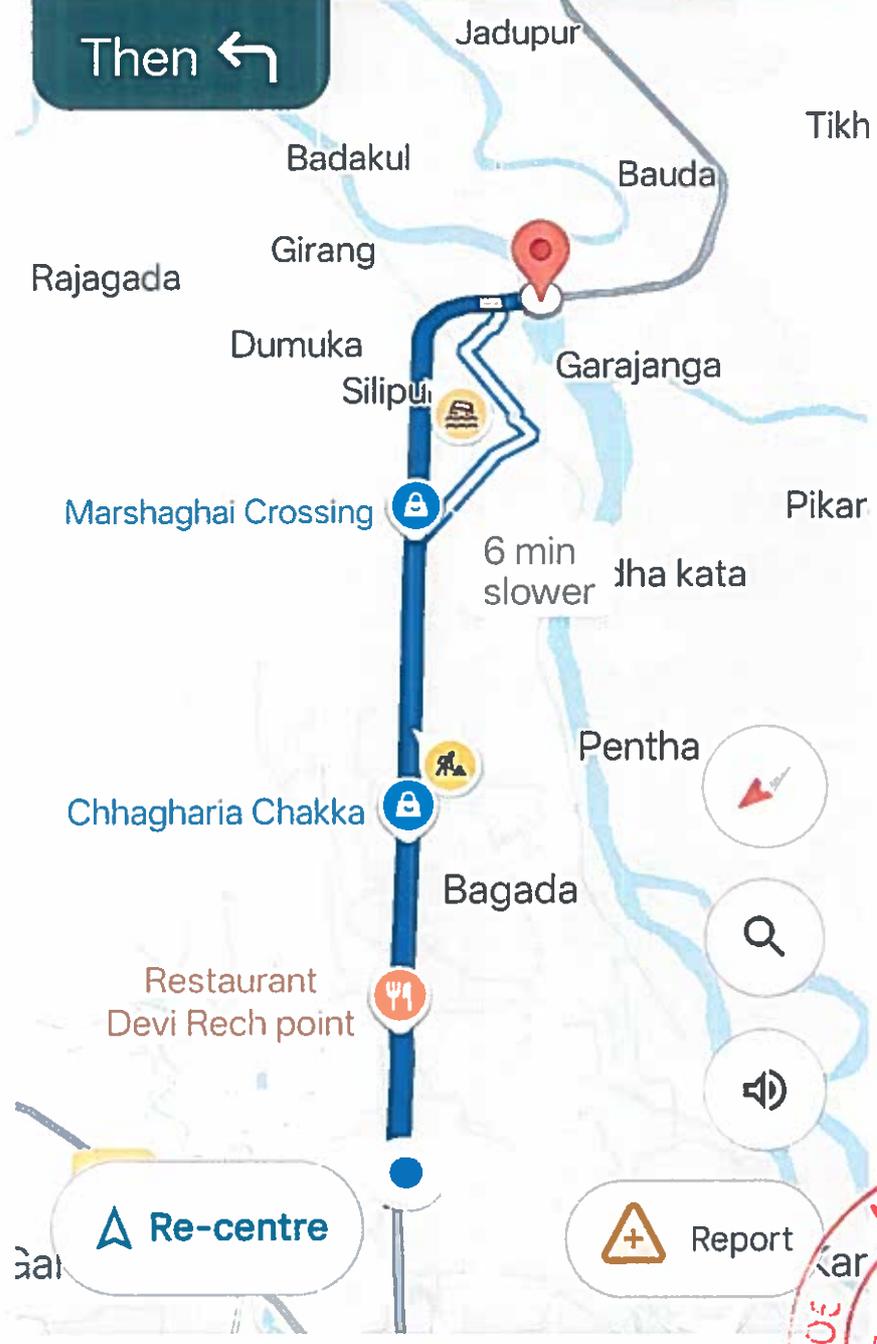
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↑ towards **NH 53 / NH 5A**

Then ←



Re-centre

Report

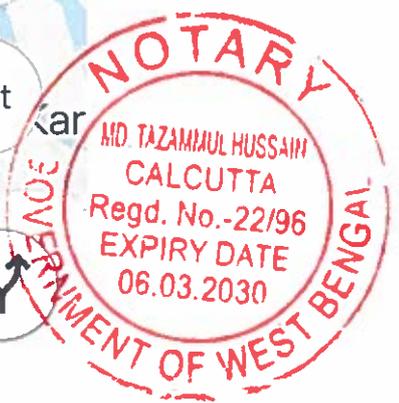


27 min

15 km • 12:27



From 37 Plant



ANNEXURE - R8/13

52



Tel: 06722-221144
 Email: rospcb.paradeep@ospcbboard.org
 Website: www.ospcbboard.org

REGIONAL OFFICE OF THE
 STATE POLLUTION CONTROL BOARD, PARADEEP, ODISHA,
 [DEPARTMENT OF FOREST & ENVIRONMENT, GOVERNMENT OF ODISHA]
 1ST FLOOR, CMCE BUILDING, MARINE DRIVE ROAD, NUA SANDHAKUDA, PARADEEP
 JAGATSINGHPUR-754142

CONSENT ORDERNo 478 /RO/PDP/KP/IND/158Date 06-04-2024**By Speed Post**

Sub: Consent to operate under section 25/26 of Water (PCP) Act, 1974 and under section 21 of the Air (PCP) Act, 1981.

Ref: Your online CTO application ID No. 5485080 Dtd. 19.03.2024

Consent to operate is hereby granted under section 25 / 26 of Water (Prevention & Control of Pollution) Act, 1974 & under section 21 of Air (Prevention & Control of Pollution) Act, 1981 and Rules framed there under to

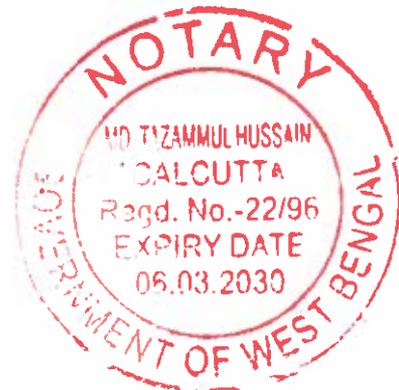
Name of the Industry : M/s Rajbir Construction Pvt. Limited
 Name of the Occupier & Designation : Sri Janmejaya Ojha, General Manager,
 Address : At/PO- Dutial, Shyamsundarpur
 Dist: Kendrapara, Odisha,

This consent order is valid up to : 24.12.2025

This consent order is valid for the product quantity, specified outlets, discharge quantity and quality, specified chimney / stack, emission quantity and quality of emissions as specified below. This consent is granted subject to the general and special conditions stipulated therein.

A. Details of Products Manufactured.

Sl. No.	Product	Quantity
1.	Ready Mix Concrete	6000 Cum/month
2.	Wet Mix Macadam	6500 Cum/Month
3.	Hot Mix Asphalt	7000 Cum/month



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CONSENT ORDER

B. Discharge permitted through the following outlet subject to the standard.

Outlet No.	Description of outlet.	Point of discharge.	Quantity of discharge KLD or KL/hr	Prescribed standard.	
1	Domestic effluent	Soak pit via septic tank.	-	-	-
2	-	-	-	-	-

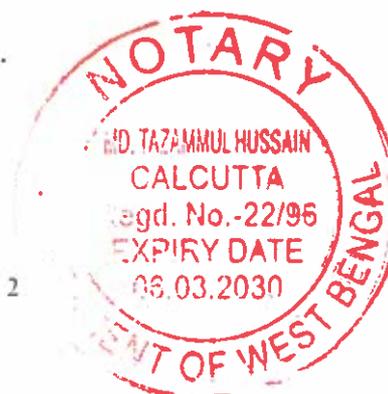
C. Emission permitted through the following stack subject to the prescribed standard.

Chimney Stack No.	Description of stack.	Stack height (m)	Quantity of emission	Prescribed standard.			
				PM	SO ₂	NO _x	
1	DG sets of capacity 1x320 KVA 2x125 KVA 1x15 KVA	As per formula given in the special condition.	-	-	-	-	-

The Unit shall maintain the prescribed Ambient Air & Noise Level for industrial Area within its premises

D. Disposal of solid waste permitted in the following manner.

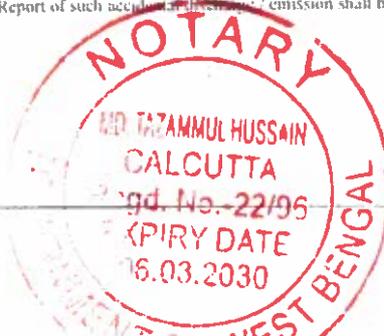
Sl. No.	Type of solid waste	Quantity generated (TPD)	Quantity to be reused on site (TPD)	Quantity to be reused off site (TPD)	Quantity disposed off (TPD)	Description of disposal site.
1	-	-	-	-	-	-





CONSENT ORDER

- E. GENERAL CONDITIONS FOR ALL UNITS**
1. The consent is given by the Board in consideration of the particulars given in the application. Any change or alteration or deviation made in actual practice from the particulars furnished in the application will also be the ground liable for review / variation / revocation of the consent order under section 27 of the Act of water (Prevention & Control of Pollution) Act 1974 and section 21 of Air (Prevention & control pollution) Act 1981 and to make such variations deemed fit for the purpose of Acts.
 2. The industry would immediately submit revised application for consent to operate to this board in the event of any change in the quantity & quality of raw material / and products / manufacturing process or quantity / quality of the effluent rate of emission / air pollution control equipment / system etc.
 3. The applicant shall not change or alter either the quality or quantity or the rate of discharge or temperature or the route of discharge without the previous written permission of the board.
 4. The application shall comply with and carry out the directives / orders issued by the board in this consent order and at all subsequent times without any negligence on his part. In case of non-compliance of any order / directives issued at any time and / or violation of the terms & conditions of this consent order, the applicant shall be liable for legal action as per the provisions of the Law / Act.
 5. The applicant shall make an application for grant of fresh consent at least 90 days before the date of expiry of this consent order.
 6. The issuance of this consent does not convey any property right in either real or personal property or any exclusive privileges nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of central, State laws or regulation.
 7. This consent does not authorize or approve the construction of any physical structure or facilities or the undertaking of any work in any natural water course.
 8. The applicant shall display this consent granted to him in a prominent place for perusal of the public and Inspecting officers of this Board.
 9. An Inspection book shall be opened and made available to Board officers during the visit to the factory.
 10. The applicant shall furnish to the visiting officer of the Board any information regarding the construction installation or operation of the plant or of effluent treatment system / air pollution control system / stack monitoring system any other particulars as may be preventing and controlling pollution of water / Air.
 11. Meters must be affixed at the entrance of the water supply connection so that such meters are easily accessible for inspection and maintenance and for other purposes of the Act provided that the place where it is affixed shall in no case be - at a point before which water has been tapped by the consumer for utilization for any purposes whatsoever.
 12. Separate meters with necessary pipe-line for assessing the quantity of the water used for each of the purposes mentioned below.
 - (a) Industrial Cooling, spraying in mine pits or boiler feed
 - (b) Domestic purpose
 - (c) Process
 13. The applicant shall display suitable caution board at the place where the effluent is entering into any water-body or any other place to be indicated by the Board, indicating therein that the area into which the effluents are being discharge is not fit for the domestic use / bathing.
 14. Storm water shall not be allowed to mix with the trade and / or domestic effluent on the upstream of the terminal manholes where flow measuring devices will be installed.
 15. The applicant shall maintain good house-keeping both within the factory and the premises. All pipes, valves, sewers and drains shall be leak-proof. Floor washing shall be admitted into the effluent collection system only and shall not be allowed to find their way in storm drains or open areas.
 16. The applicant shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems install or used by him to achieve with the term(s) and conditions of the consent.
 17. Care should be taken to keep the anaerobic lagoons, if any, biologically active and not utilized as mere stagnation ponds. The anaerobic lagoons should be fed with the required nutrients for effective digestion. Lagoons should be constructed with sides and bottom made impervious.
 18. The utilization of treated effluent on factory's own land, if any, should be completed and there should not be possibility of the effluent gaining access into any drainage channel or other water courses either directly by overflow.
 19. The effluent disposal on land, if any, should be done without creating any nuisance to the surroundings or inundation of the lands at any time.
 20. If at any time the disposal of treated effluent on land becomes incomplete or unsatisfactory or create any problem or becomes a matter of dispute, the industry must adopt alternate satisfactory treatment or disposal measures.
 21. The sludge from treatment units shall be dried in sludge drying beds and the drained liquid shall be taken to equalization tank.
 22. The effluent treatment units and disposal measures shall become operative at the time of commencement of production.
 23. The applicant shall provide port holes for sampling the emissions and access platform for carrying out stack sampling and provide electrical outlet points and other arrangements for chimneys / stacks and other sources of emissions so as to collect samples of emission by the Board or the applicant at any time in accordance with the provision of the Act or Rules made thereon.
 24. The applicant shall provide all facilities and render required assistance to the Board staff for collection of samples / stack monitoring inspection.
 25. The applicant shall not change or alter either the quality or quantity or rate of emission or install, replace or alter the air pollution control equipment or change the raw material or manufacturing process resulting in any change in quality and / or quantity of emissions, without the previous written permission of the Board.
 26. No control equipments or chimney shall be altered or replaced or as the case may be erected or re-erected except with the previous approval of the Board.
 27. The liquid effluent arising out of the operation of the air pollution control equipment shall be treated in the manner and in ion of standards prescribed by the Board in accordance with the provisions of water (Prevention and Control of Pollution) Act, 1974 (as amended).
 28. The stack monitoring system employed by the applicant shall be opened for inspection to this Board at any time.
 29. There shall not be any fugitive or episodal discharge from the premises.
 30. In case of such episodal discharge / emissions the industry shall take immediate action to bring down the emission within the limits prescribed by the Board in conditions / stop the operation of the plant. Report of such accident / abnormal / emission shall be brought to the notice of the Board within 24 hours of occurrence.





CONSENT ORDER

31. The applicant shall keep the premises of the industrial plant and air pollution control equipments clean and make all hoods, pipes, valves, stacks, chimneys leak proof. The air pollution control equipments, location, inspection chambers, sampling port holes shall be made easily accessible all times.
32. Any upset condition in any of the plant plants of the factory which is likely to result in increased effluent discharge-emission of air pollutants and/or result in violation of the standards mentioned above shall be reported to the Headquarters and Regional Office of the Board by fax speed post within 24 hours of its occurrence.
33. The industry has to ensure that minimum three varieties of trees are planted at the density of not less than 1000 trees per acre. The trees may be planted along boundaries of the industries or industrial premises. This plantation is stipulated over and above the bulk plantation of trees in that area.
34. The solid waste such as sweeping, wastage packages, empty containers residues, sludge including that from air pollution control equipments collected within the premises of the industrial plants shall be disposed off scientifically to the satisfaction of the Board so as not to cause fugitive emission, dust problems through leaching etc. of any kind.
35. All solid wastes arising in the premises shall be properly classified and disposed off to the satisfaction of the Board by
- Land fill in case of inert material, care being taken to ensure that the material does not give rise to leachate which may percolate into ground water or carried away with storm run-off.
 - Controlled incineration, wherever possible in case of combustible organic material.
 - Composting, in case of bio-degradable material.
36. Any toxic material shall be detoxicated if possible, otherwise be sealed in steel drums & buried in protected areas after obtained approval of this Board in writing. The Detoxication or sealing and burying shall be carried out in the presence of Board's authorized persons only. Letter of authorization shall be obtained for handling and disposal of hazardous wastes.
37. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above requires variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard, vary all or any of such condition and thereupon the applicant shall be bound to comply with the conditions so varied.
38. The applicant, his heirs/legal representatives or assignees shall have no claim whatsoever to the condition or renewal of this consent after the expiry period of this consent.
39. The Board reserves the right to review, impose additional conditions or condition, revoke change or alter the terms and conditions of this consent.
40. Notwithstanding anything contained in this conditional letter of consent, the Board hereby reserves to it the right and power under section 27(2) of the Water (Prevention & Control of Pollution) Act, 1974 to review any and/or all the conditions imposed herein above and to make such variations as deemed fit for the purpose of the act by the board.
41. The condition imposed as above shall continue to be in force until revoked under section 27(2) of the Water (Prevention & Control of Pollution) Act, 1974 and section 21 A of Air Prevention & control of Pollution Act, 1981.
42. In case the consent fee is revised upward during this period, The industry shall pay the differential fees to the Board (for the remaining years) to keep the consent order in force. If they fail to pay the amount within the period stipulated by the Board the consent order will be revoked without prior notice.
43. The Board reserves the right to revoke/refuse consent to operate at any time during period for which consent is granted in case any violation is observed and to modify/stipulate additional conditions as deemed appropriate.

F. SPECIAL CONDITIONS:

A. General

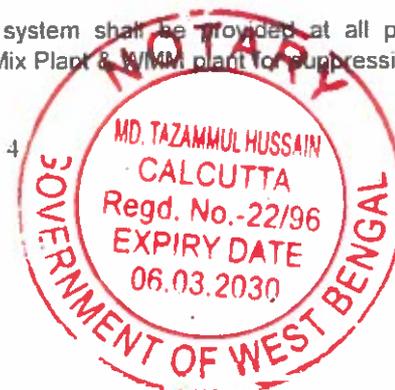
- The industry shall provide adequate noise control systems to avoid any noise nuisance in its surrounding areas.
- The unit has to develop and maintain green belt of recommended species of at least two rows all along the plant boundary and in vacant spaces.
- The unit shall provide adequate sanitation facilities for its workers to avoid any open defecation and unhygienic condition in its surrounding areas.
- The unit shall abide by all the provisions of E (P) Act, 1986 and the rules framed there under.
- The Board reserves the right to revoke / refuse consent at any time during this period in case any violation is observed and to modify / stipulate additional conditions as deemed appropriate.

B. Water Pollution

- Domestic waste water shall be discharged to soak pit via septic tank to be constructed as per BIS specification.
- Under no circumstances, there shall not be any discharge of wastewater from the plant to outside the premises.

C. Air Pollution

- The dust containment cum suppression system shall be provided at all potential dust generating points of Hot Mix Plant, Batch Mix Plant & W/M plant for suppression of fugitive dust emission.



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- 2 The stack attached to bag filter of rotary drier of hot mix plant shall confirm the Particulate Matter emission standard of 150 mg/Nm³ before emitting to the atmosphere.
- 3 The ambient air quality inside the factory premises shall conform to the National Ambient Air Quality Standards.
- 4 The dust containment cum suppression system shall be provided at all dust generating sources of material storage bins, transfer points of conveyer belt etc. for control of fugitive emission.
- 5 The product conveyer shall discharge the product into hopper and chute arrangements fitted with dust extraction system.
- 6 The washing effluent shall be treated in settling tank and clear water shall be utilized for dust suppression.
- 7 The unit shall provide adequate sprinkling system inside the premises to avoid fugitive dust emissions.
- 8 The DG sets shall be installed of adequate capacity and the DG set shall be installed in an acoustically designed enclosure to control noise level and over anti vibration pads to avoid vibration.
- 9 The height of the stack attached to DG sets shall confirm the following.
 $H = h + 0.2 \sqrt{KVA}$ where,
 h = Height of the building where it is installed in meter,
 KVA = Capacity of the DG set.
 H = Height of the stack in meter above ground level.
10. The internal roads shall be metalled to prevent the fugitive emission due to plying of vehicles.
11. Regular cleaning and wetting of internal road and ground shall be maintained.

D. SOLID AND HAZARDOUS WASTES

- 1 The solid wastes, rejects generated during construction shall be collected & stored inside the factory premises & suitably disposed off in an environmentally friendly manner and in no case such waste shall be disposed off outside its premises.
- 2 The unit shall apply and obtain authorization under hazardous & Other Waste (management & Transboundary Movement) Rules, 2016 if applicable.

The occupier must comply with the conditions stipulated in section A, B, C, D, E and F to keep this consent order valid.


REGIONAL OFFICER

To

Sri Janmejaya Ojha, General Manager,
M/s Rajbir Construction Pvt. Limited,
At/PO: Plot No. 737, Samagudia,
Dist: Kendrapara

Memo No. _____ / Dt. _____

Copy forwarded to

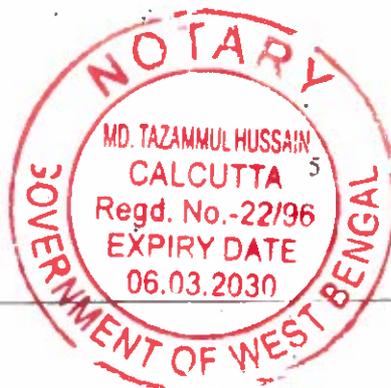
- 1 Member Secretary, SPC Board, Bhubaneswar.
- 2 Collector & District Magistrate, Kendrapara
- 3 District Industries Centre, Kendrapara
- 4 Director of Factories & Boilers, Odisha, Bhubaneswar.
- 5 Guard File

Signature Not Verified

Digitally Signed by : REGIONAL
OFFICER PARADEEP

Date: 2024.04.04 17:53:16 IST

REGIONAL OFFICER



ANNEXURE - 28/14

57



Tel: 06722-221144
Email: rospcb.paradeep@ospboard.org
Website: www.ospboard.org

**REGIONAL OFFICE OF THE
STATE POLLUTION CONTROL BOARD, PARADEEP, ODISHA,**
[DEPARTMENT OF FOREST, ENVIRONMENT & CLIMATE CHANGE, GOVERNMENT OF ODISHA]
1st FLOOR, CMCE BUILDING, MARINE DRIVE ROAD, NUA SANDHAKUDA, PARADEEP
JAGATSINGHPUR-754142

CONSENT ORDERNo. 1845 /RO/PDP/KP/IND/158Date 29/12/2025**By Speed Post**

Sub: Consent to operate under section 25/26 of Water (PCP) Act, 1974 and under section 21 of the Air (PCP) Act, 1981.

Ref: Your online CTO application ID No. 7185824, Dtd. 17.12.2025

Consent to operate is hereby granted under section 25 / 26 of Water (Prevention & Control of Pollution) Act, 1974 & under section 21 of Air (Prevention & Control of Pollution) Act, 1981 and Rules framed there under to

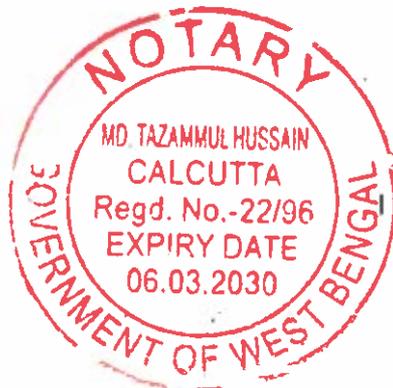
Name of the Industry : M/s Rajbir Construction Pvt. Limited
Name of the Occupier & Designation : Sri Janmejaya Ojha, General Manager,
Address : AVPO- Dutial, Shyamsundarpur
Dist: Kendrapara, Odisha,

This consent order is valid up to : 31.03.2027

This consent order is valid for the product quantity, specified outlets, discharge quantity and quality, specified chimney / stack, emission quantity and quality of emissions as specified below. This consent is granted subject to the general and special conditions stipulated therein.

A. Details of Products Manufactured.

Sl. No.	Product	Quantity
1.	Ready Mix Concrete	6000 Cum/month
2.	Wet Mix Macadam	6500 Cum/Month
3.	Hot Mix Asphalt	7000 Cum/month





CONSENT ORDER

B. Discharge permitted through the following outlet subject to the standard.

Outlet No.	Description of outlet.	Point of discharge.	Quantity of discharge KLD or KU/hr	Prescribed standard.	
1	Domestic effluent	Soak pit via septic tank.	-	-	-
2	-	-	-	-	-

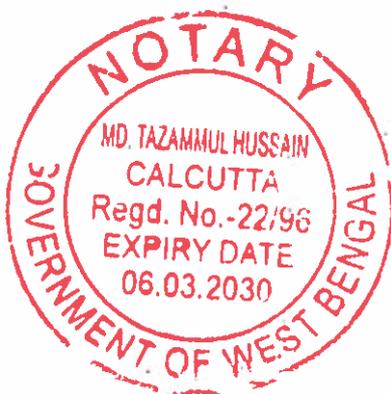
C. Emission permitted through the following stack subject to the prescribed standard.

Chimney Stack No.	Description of stack.	Stack height (m)	Quantity of emission	Prescribed standard.			
				PM	SO ₂	NO _x	
1	DG sets of capacity 1x320 KVA 2x125 KVA 1x15 KVA	As per formula given in the special condition.	-	-	-	-	-

The Unit shall maintain the prescribed Ambient Air & Noise Level for Industrial Area within its premises

D. Disposal of solid waste permitted in the following manner.

Sl. No.	Type of solid waste	Quantity generated (TPD)	Quantity to be reused on site (TPD)	Quantity to be reused off site (TPD)	Quantity disposed off (TPD)	Description of disposal site.
1	-	-	-	-	-	-





CONSENT ORDER

- GENERAL CONDITIONS FOR ALL UNITS**
1. The consent is given by the Board in consideration of the particulars given in the application. Any change or alteration or deviation made in actual practice from the particulars furnished in the application will also be the ground liable for review / variation / revocation of the consent order under section 27 of the Act of water (Prevention & Control of Pollution) Act 1974 and section 21 of Air (Prevention & control pollution) Act 1981 and to make such variations desired fit for the purpose of Act.
 2. The industry would immediately submit revised application for consent to operate to this board in the event of any change in the quantity & quality of raw material / and products / manufacturing process or quantity / quality of the effluent rate of emission / air pollution control equipment / system etc.
 3. The applicant shall not change or alter either the quality or quantity or the rate of discharge or temperature or the route of discharge without the previous written permission of the board.
 4. The application shall comply with and carry out the directives / orders issued by the board in this consent order and at all subsequent times without any negligence on his part. In case of non-compliance of any order / directives issued at any time and / or violation of the terms & conditions of this consent order, the applicant shall be liable for legal action as per the provisions of the Law / Act.
 5. The applicant shall make an application for grant of fresh consent at least 90 days before the date of expiry of this consent order.
 6. The issuance of this consent does not confer any property right in either real or personal property or any exclusive privileges nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of central, State laws or regulation.
 7. This consent does not authorize or approve the construction of any physical structure or facilities or the undertaking of any work in any natural water course.
 8. The applicant shall display this consent granted to him in a prominent place for perusal of the public and inspecting officers of the Board.
 9. An inspection book shall be opened and made available to Board officers during the visit to the factory.
 10. The applicant shall furnish to the visiting officer of the Board any information regarding the construction installation or operation of the plant or of effluent treatment system / air pollution control system / stack monitoring system any other particulars as may be preventing and controlling pollution of water / Air.
 11. Meters must be affixed at the entrance of the water supply connection so that such meters are easily accessible for inspection and maintenance and for other purposes of the Act provided that the place where it is affixed shall in no case be - at a point before which water has been tapped by the consumer for utilization for any purposes whatsoever.
 12. Separate meters with necessary pipe-line for measuring the quantity of the water used for each of the purposes mentioned below:
 - (a) Industrial Cooling, spraying on mine pits or boiler feed.
 - (b) Domestic purpose
 - (c) Process
 13. The applicant shall display suitable caution board at the place where the effluent is entering into any water-body or any other place to be indicated by the Board indicating therein that the area into which the effluents are being discharge is not fit for the domestic use / bathing.
 14. Storm water shall not be allowed to mix with the trade and / or domestic effluent in the upstream of the terminal manholes where flow measuring devices will be installed.
 15. The applicant shall maintain good house-keeping both within the factory and the premises. All pipes, valves, sewers and drains shall be leak-proof. Floor washing shall be admitted into the effluent collection system only and shall not be allowed to find their way in storm drains or open areas.
 16. The applicant shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems install or used by him to achieve with the terms and conditions of the consent.
 17. Care should be taken to keep the anaerobic lagoons, if any, biologically active and not utilized as mere stagnation ponds. The anaerobic lagoons should be fed with the required nutrients for effective digestion. Lagoons should be constructed with sides and bottom made impervious.
 18. The utilization of treated effluent on factory's own land, if any, should be completed and there should not be possibility of the effluent gaining access into any drainage channel or other water courses either directly by overflow.
 19. The effluent disposal on land, if any, should be done without creating any nuisance to the surroundings or inundation of the lands at any time.
 20. If at any time the disposal of treated effluent on land becomes incomplete or unsatisfactory or create any problem or becomes a matter of dispute, the industry must adopt alternate satisfactory treatment or disposal measures.
 21. The sludge from treatment units shall be dried in sludge drying beds and the drained liquid shall be taken to equalization tank.
 22. The effluent treatment units and disposal measures shall become operative at the time of commencement of production.
 23. The applicant shall provide port holes for sampling the emissions and access platform for carrying out such sampling and provide electrical outlet points and other arrangements for chimneys / stacks and other sources of emissions so as to collect samples of emission by the Board or the applicant at any time in accordance with the provision of the Act or Rules made thereon.
 24. The applicant shall provide all facilities and render required assistance to the Board staff for collection of samples / stack monitoring / inspection.
 25. The applicant shall not change or alter either the quality or quantity or rate of emission or install, replace or alter the air pollution control equipment or change the raw material or manufacturing process resulting in any change in quality and / or quantity of emissions, without the previous written permission of the Board.
 26. No control equipments or chimney shall be altered or replaced or as the case may be erected or re-erected except with the previous approval of the Board.
 27. The liquid effluent arising out of the operation of the air pollution control equipment shall be treated in the manner and to ion of standards prescribed by the Board in accordance with the provisions of water (Prevention and Control of Pollution) Act, 1974 (as amended).
 28. The stack monitoring system employed by the applicant shall be opened for inspection to this Board at any time.
 29. There shall not be any fugitive or episodal discharge from the premises.
 30. In case of such accidental discharge / emission the industry shall take immediate action to bring down the emission within the limits prescribed by the Board in conditions / stop the operation of the plant. Report of such accidental discharge / emission shall be brought to the notice of the Board within 24 hours of occurrence.





CONSENT ORDER

- 31 The applicant shall keep the premises of the industrial plant and air pollution control equipments clean and make all roads, pipes, culverts, stacks/chimneys leak proof. The air pollution control equipments, location, inspection chambers, sampling port holes shall be made easily accessible all times.
- 32 Any upset condition in any of the plant/plants of the factory which is likely to result in increased effluent discharge/emission of air pollutants and/or result in violation of the standards mentioned above shall be reported to the Headquarters and Regional Office of the Board by fax / speed post within 24 hours of its occurrence.
- 33 The industry has to ensure that minimum three varieties of trees are planted at the density of not less than 1000 trees per acre. The trees may be planted along boundaries of the industries or industrial premises. This plantation is supervised over and above the bulk plantation of trees in that area.
- 34 The solid waste such as sweeping, wastage packages, empty containers residues, sludge including that from air pollution control equipments collected within the premises of the industrial plants shall be disposed off scientifically to the satisfaction of the Board, so as to not cause fugitive emission, dust problems through leaching etc. of any kind.
- 35 A) solid wastes arising in the premises shall be properly classified and disposed off the satisfaction of the Board by
- i) Land fill in case of inert material, care being taken to ensure that the material does not give rise to leachate which may percolate into ground water or carried away with storm run-off.
 - ii) Controlled incineration, wherever possible in case of combustible organic material.
 - iii) Compositing, in case of bio-degradable material.
- 36 Any toxic material shall be detoxicated if possible, otherwise be sealed in steel drums & buried in protected areas after obtained approval of this Board in writing. The Detoxication or sealing and burying shall be carried out in the presence of Board's authorized persons only. Letter of authorization shall be obtained for handling and disposal of hazardous wastes.
- 37 If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above requires variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard, vary all or any of such condition and thereupon the applicant shall be bound to comply with the conditions so varied.
- 38 The applicant, his/her legal representatives or assignees shall have no claim whatsoever to the condition or renewal of this consent after the expiry period of this consent.
- 39 The Board reserves the right to review, impose additional condition or condition, revoke change or alter the terms and conditions of this consent.
- 40 Notwithstanding anything contained in this conditional letter of consent, the Board hereby reserves to it the right and power under section 27(2) of the Water (Prevention & Control of Pollution) Act, 1974 to review any and/or all the conditions imposed herein above and to make such variations as deemed fit for the purpose of the act by the board.
- 41 The conditions imposed as above shall continue to be in force until revoked under section 27(2) of the Water (Prevention & Control of Pollution) Act, 1974 and section 21 A of Air (Prevention & Control of Pollution) Act, 1986.
- 42 In case the consent fee is revised upward during this period. The industry shall pay the differential fees to the Board (for the remaining years) to keep the consent order in force. If they fail to pay the amount within the period stipulated by the Board the consent order will be revoked without prior notice.
- 43 The Board reserves the right to revoke/revoke consent to operate at any time during period for which consent is granted in case any violation is observed and to modify / stipulate additional conditions as deemed appropriate.

F. SPECIAL CONDITIONS:

A. General

1. The unit shall provide adequate noise control systems to avoid any noise nuisance in its surrounding areas.
2. The unit has to develop and maintain green belt of recommended species of at least two rows all along the plant boundary and in vacant spaces.
3. The unit shall provide adequate sanitation facilities for its workers to avoid any open defecation and unhygienic condition in its surrounding areas.
4. The unit shall abide by all the provisions of E (P) Act, 1986 and the rules framed there under.
5. The Board reserves the right to revoke / refuse consent at any time during this period in case any violation is observed and to modify / stipulate additional conditions as deemed appropriate.

B. Water Pollution

1. Domestic waste water shall be discharged to soak pit via septic tank to be constructed as per BIS specification.
2. Under no circumstances, there shall not be any discharge of wastewater from the plant to outside the premises.

C. Air Pollution

1. The dust containment cum suppression system shall be provided at all potential dust generating points of Hot Mix Plant, Batch Mix Plant & WMM plant for suppression of fugitive





2. The stack attached to bag filter of rotary drier of hot mix plant shall confirm the Particulate Matter emission standard of 150 mg/Nm³ before emitting to the atmosphere.
3. The ambient air quality inside the factory premises shall conform to the National Ambient Air Quality Standards.
4. The dust containment cum suppression system shall be provided at all dust generating sources of material storage bins, transfer points of conveyer belt etc. for control of fugitive emission.
5. The product conveyer shall discharge the product into hopper and chute arrangements fitted with dust extraction system.
6. The washing effluent shall be treated in settling tank and clear water shall be utilized for dust suppression.
7. The unit shall provide adequate sprinkling system inside the premises to avoid fugitive dust emissions.
8. The DG sets shall be installed of adequate capacity and the DG set shall be installed in an acoustically designed enclosure to control noise level and over anti vibration pads to avoid vibration.
9. The height of the stack attached to DG sets shall confirm the following.
 $H = h + 0.2 \sqrt{KVA}$ where,
 h = Height of the building where it is installed in meter,
 KVA = Capacity of the DG set,
 H = Height of the stack in meter above ground level.
10. The internal roads shall be metalled to prevent the fugitive emission due to plying of vehicles.
11. Regular cleaning and wetting of internal road and ground shall be maintained.

D. SOLID AND HAZARDOUS WASTES

1. The solid wastes, rejects generated during construction shall be collected & stored inside the factory premises & suitably disposed off in an environmentally friendly manner and in no case such waste shall be disposed off outside its premises.
2. The unit shall apply and obtain authorization under hazardous & Other Waste (management & Transboundary Movement) Rules, 2016 if applicable.

The occupier must comply with the conditions stipulated in section A, B, C, D, E and F to keep this consent order valid.

[Signature]
REGIONAL OFFICER

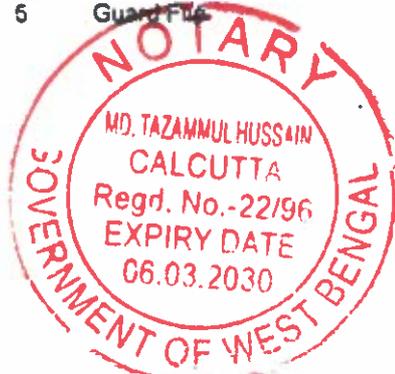
To

Sh Janmejaya Ojha, General Manager,
M/s Rajbir Construction Pvt. Limited,
AVPO: Plot No. 737, Samagudla,
Dist: Kendrapara

Memo No. _____ / Dt. _____ /-

Copy forwarded to

1. Member Secretary, SPC Board, Bhubaneswar.
2. Collector & District Magistrate, Kendrapara
3. District Industries Centre, Kendrapara
4. Director of Factories & Boilers, Odisha, Bhubaneswar.
5. Guard File



REGIONAL OFFICER

ANNEXURE - R8/15



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18

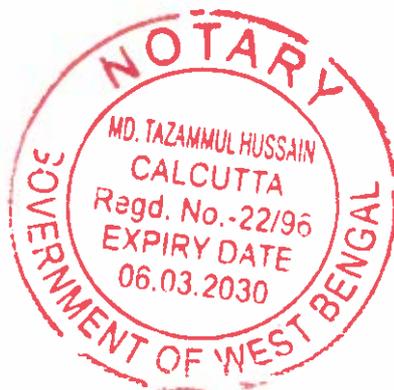
ANNEXURE-R5/4

Inspection report of M/S Rajbir Construction Pvt. Ltd., at Mouza- Badapal, Tehasil- Marshaghal Dist- Kendrapara.

M/S Rajbir Construction Pvt. Ltd. Camp at Mouza Badapal under Marshaghai Tehasil In the district of Kendrapara was inspected on 01.02.2025 to verify the present environmental scenario and flow of river Mahanadi.

During the inspection it was observed that M/S Rajbir Construction Pvt. Ltd. has already dismantled and shifted the batching plants to a new location after obtaining CTE from the Board. It has also cleaned the area where batching plants were established. Only camp office of the company is existing on the site. Further it was observed that the construction of bridge over Luna River is going on without any disturbing the riverine ecosystem and the flow of the River Luna.


Sri P. C. Behera
Regional Officer



ANNEXURE - R8/16

63

- 11 -

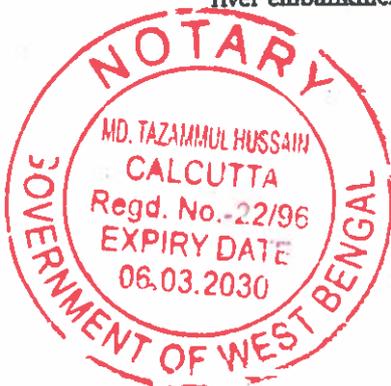
Annexure-A/3

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JOINT INSPECTION REPORT OF TAHASILDAR, MARSHAGHAI AND SUPERINTENDING ENGINEER, KENDRAPARA IRRIGATION DIVISION, KENDRAPARA ON 27.01.2025 ABOUT ENCROACHMENT OF THE LUNA RIVER BED AT BADAPALA UNDER MARSHAGHAI TAHASIL BY M/S RAJBIR CONSTRUCTION PVT LTD, JHARKHANDA

As per suggestion received vide letter No. 71434 dated 24.12.24 of the Additional Govt. Advocate to comply the order dated 27th November 2024 of the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in O.A No. 225 of 2024 filed by Alaya Samantaray Vrs State & others, a joint inspection was done on 27.01.2025 by the Tahasildar, Marshaghai and Superintending Engineer, Kendrapara Irrigation Division, Kendrapara over the land encroached by M/s Rajbir Construction Pvt Ltd, Jharkhanda. The information found during inspection are given hereunder -

- 3.1 As per Record of Right, the case land stands recorded as Plot No. 705 / 861 under Abad Ajogya Anabadi Khata No. 330, Kسام - Nadi, Area - Ac.18.74 in Mouza - Badapala under Marshaghai Tahasil of Kendrapara District and the detail information of the kسام and boundary is mentioned as Luna River.
- 3.2 Adjacent to the case land, two bridges are being constructed over Luna River at two sides of existing road (NH-53) by National Highway Authority of India through the implementing agency M/s Rajbir Construction Pvt Ltd, Jharkhanda which are required for expansion of the National Highway - 53 from 4-laning to 8-laning.
- 3.3 The materials required for construction of the bridges i.e Steel rod, Retaining Earth Panels are kept temporarily on the case land which will be utilized / shifted on completion of the bridge.
- 3.4 Cabins as well as site camp temporarily made up of Galvanized Iron Sheet is constructed over the case land to watch the materials.
- 3.5 Installation of batching plant as well as dumping of minor minerals over the case land is not noticed during joint inspection.
- 3.6 As regards, construction of illegal structure over Plot No. 333 of Khata No. 333, Kسام - Nayanjori of Mouza - Badapala having area Ac.21.66 stands recorded in the name of Nirman O Paribahan Bibhaga of Govt of Odisha and this land is countryside of the river embankment road.



True copy attested
 Sgm
 20/1/25
 TAHASILDAR
 MARSHAGHAI



- 82 -

- 5.1 Information regarding illegal encroachment by constructing structures and stacking of minor minerals over flood plain area of Luna River bed is not noticed during joint inspection.
- 5.2 Labour hutment over flood plain area of Luna River bed is constructed with brick-wall without plastering and roofed by GI sheet with soling brick concrete foundation which are temporary in nature.
- 5.3 Information regarding illegal extraction of sand from the river bed is not noticed during inspection.
- 5.4 Material stock-yard, parking of vehicles and machinery, camp office, dumping of sands and stone chips are noticed over the countryside land of the river embankment road which stands recorded in the name of Nirman O Paribahan Bibhaga of Govt of Odisha.

Signature
27/11/25

Assistant Engineer
Patkura Section-I
Odisha

Signature
27/11/25

Asst. Executive Engineer
Patkura Irrigation Sub-Division
Patkura

Signature
28/11/25

Tahasildar, Marshaghai

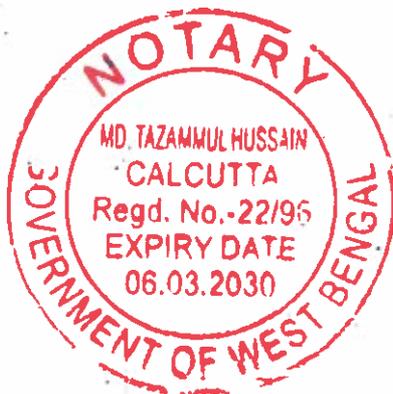
Signature
27/11/25

Superintending Engineer
Kendrapara Irrigation Division
Kendrapara

True copy attached

Signature
20/11/25

Tahasildar
Marshaghai



ANNEXURE - R8/17

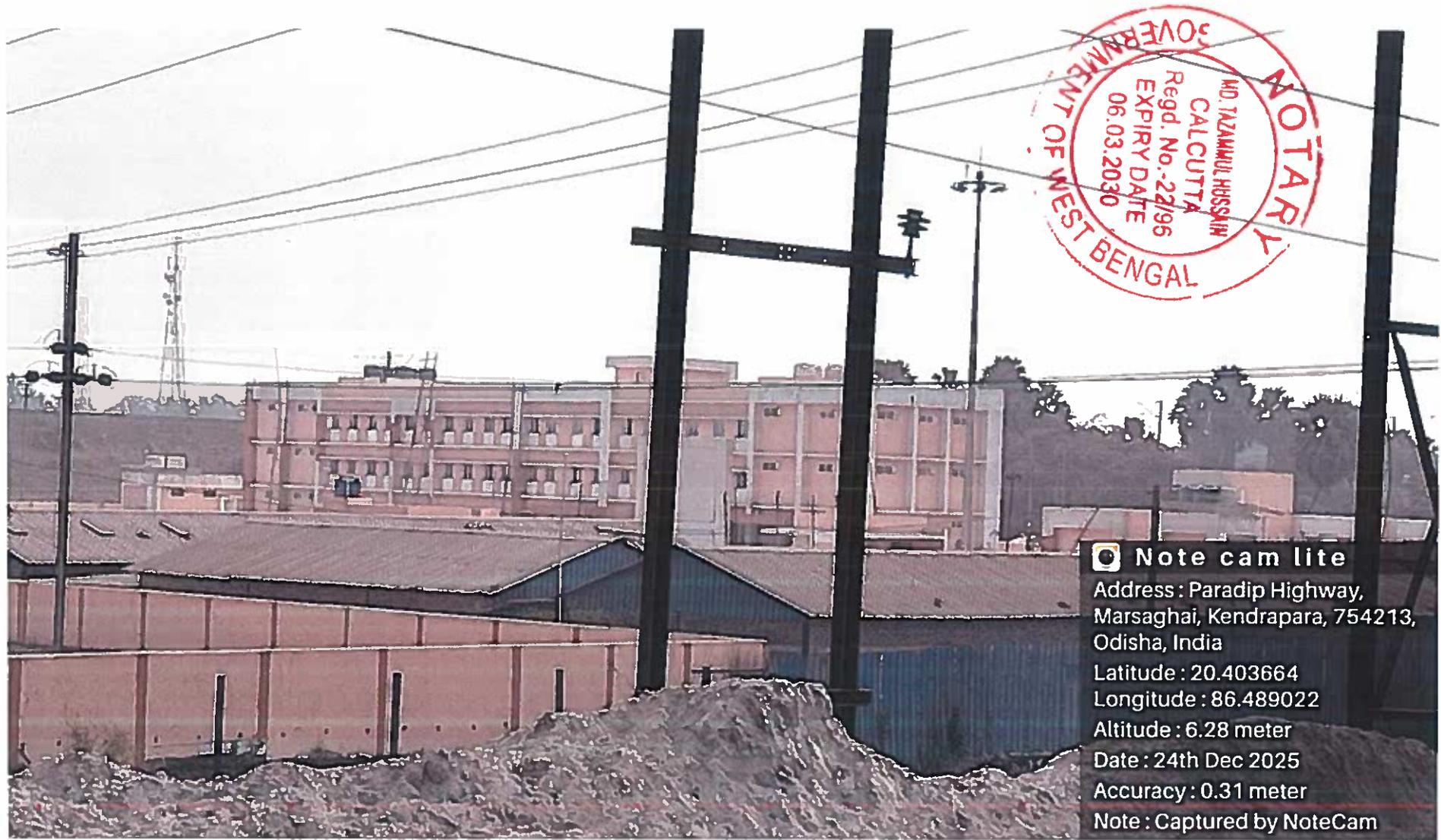
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X



Note cam lite
Address : Paradip Highway,
Marsaghai, Kendrapara, 754213,
Odisha, India
Latitude : 20.405033
Longitude : 86.490236
Altitude : 9.97 meter
Date : 24th Dec 2025
Accuracy : 1.08 meter
Note : Captured by NoteCam

ANNEXURE - R8/17

(65)



NO. TAZAMUL HUSSAIN
CALCUTTA
Regd. No. - 22/96
EXPIRY DATE
06.03.2030
NOTARY
GOVERNMENT OF WEST BENGAL

 **Note cam lite**
Address : Paradip Highway,
Marsaghai, Kendrapara, 754213,
Odisha, India
Latitude : 20.403664
Longitude : 86.489022
Altitude : 6.28 meter
Date : 24th Dec 2025
Accuracy : 0.31 meter
Note : Captured by NoteCam

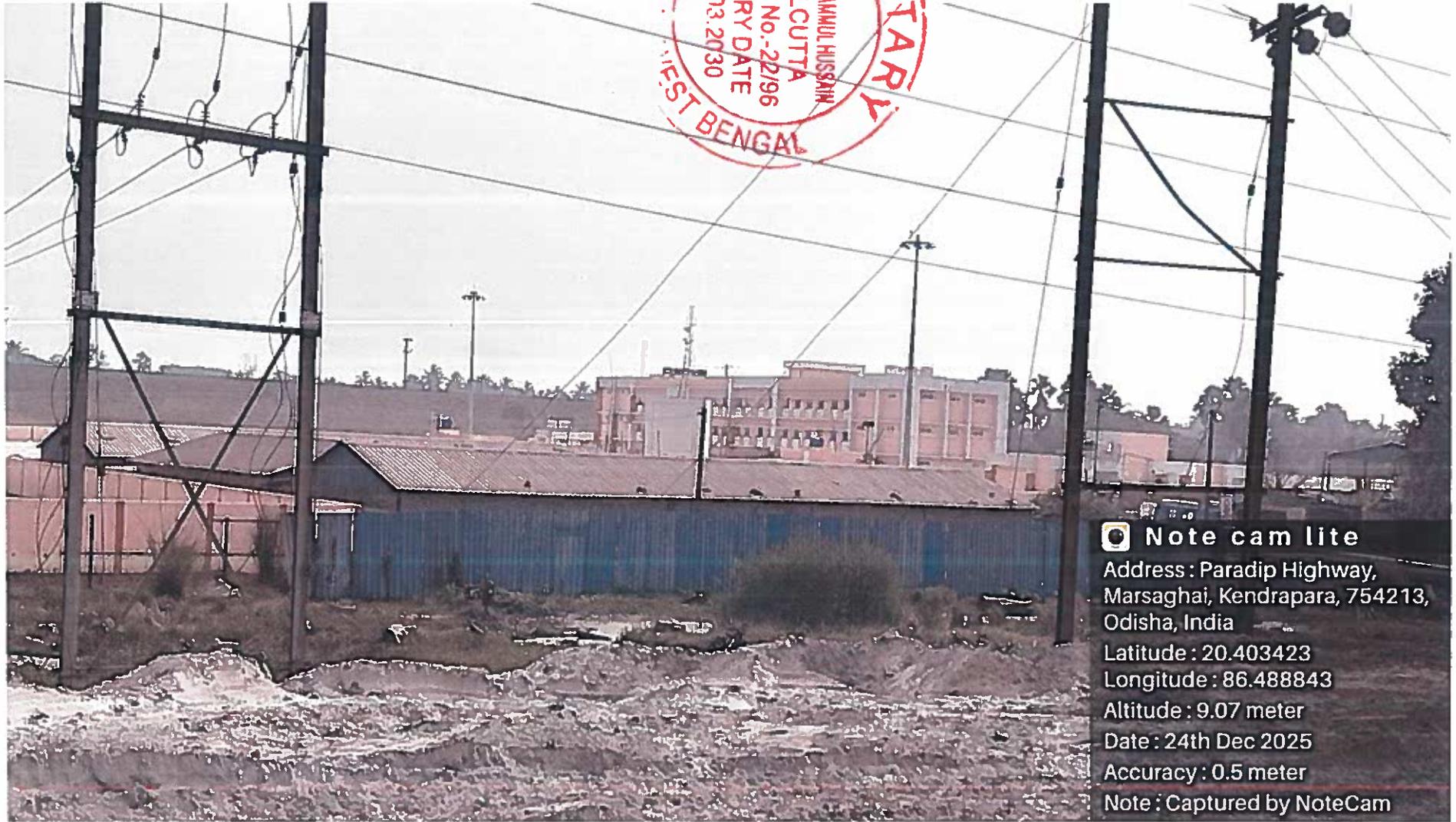
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GOVERNMENT
NOTARY
MD. TAZANNUL HUSSAIN
CALCUTTA
Regd. No.-22/196
EXPIRY DATE
06.03.2030
WEST BENGAL

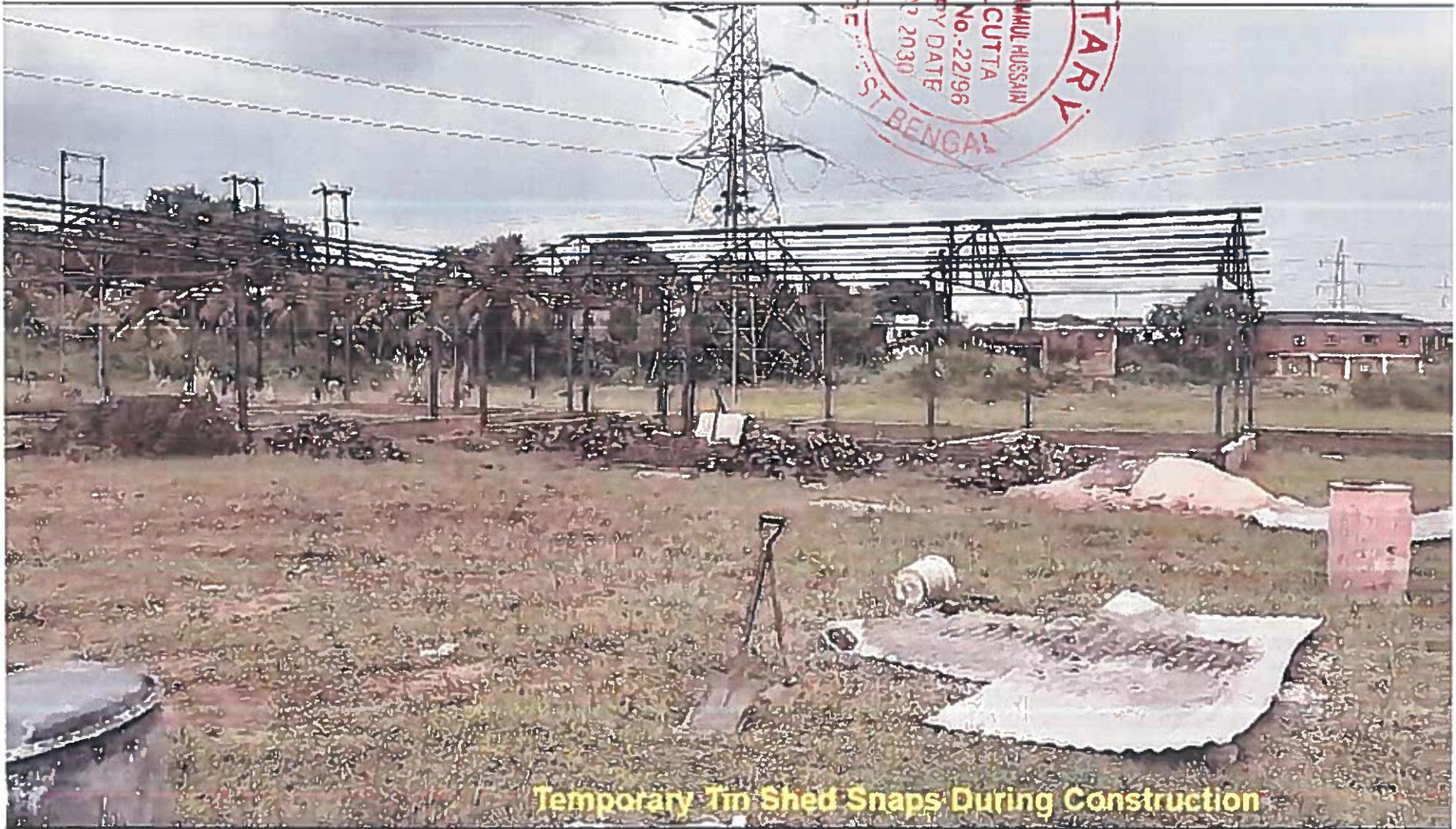


 **Note cam lite**
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Marsaghai, Kendrapara, 754213,
Odisha, India
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Longitude : 86.488843
Altitude : 9.07 meter
Date : 24th Dec 2025
Accuracy : 0.5 meter
Note : Captured by NoteCam

68

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NOTARY
GOVERNMENT OF WEST BENGAL
MD. TAZAMULI HUSSAIN
CALCUTTA
Regd. No.-22/96
EXPIRY DATE
06.02.2030



Temporary Tin Shed Snaps During Construction

69

NOT A
GOVERNMENT OF WEST BENGAL
MD. TAZAMUL HUSSAIN
CALCUTTA
Regd. No. 22/196
EXPIRY DATE
06.03.2030

(X)



(S)

ANNEXURE - R8/18



(11)



septic tank snaps during construction

ANNEXURE - R8/18

(11)

ANNEXURE - R8/19

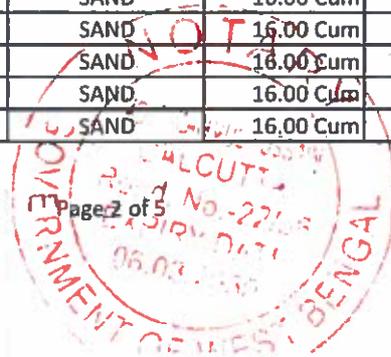
79

Sand Transit Pass Details						
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3	A2502050119/1/10	25-02-2025	SAND	16.00 Cum	OD02CP-1215	Received
4	A2502050119/1/19	25-02-2025	SAND	16.00 Cum	OD02CP-1215	Received
5	A2502050119/1/20	25-02-2025	SAND	16.00 Cum	OD02CP-1219	Received
6	A2502050119/1/21	25-02-2025	SAND	16.00 Cum	OD02CP-1240	Received
7	A2502050119/1/22	25-02-2025	SAND	16.00 Cum	OD02CP-1260	Received
8	A2502050119/1/23	25-02-2025	SAND	16.00 Cum	OD02CP-1261	Received
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10	A2502050119/1/25	25-02-2025	SAND	16.00 Cum	OD02CP-1280	Received
11	A2502050119/1/26	25-02-2025	SAND	16.00 Cum	OD02CP-1283	Received
12	A2502050119/1/27	25-02-2025	SAND	16.00 Cum	OD02CP-1284	Received
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45	A2502050119/1/103	11-03-2025	SAND	16.00 Cum	OD29L-6098	Received
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50	A2502050119/1/108	12-03-2025	SAND	16.00 Cum	OD29L-6098	Received
51	A2502050119/1/109	12-03-2025	SAND	16.00 Cum	OD29F-3698	Received
52	A2502050119/1/110	12-03-2025	SAND	16.00 Cum	OD29M-6098	Received



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Sand Transit Pass Details						
Sl. No.	Pass No.	Date	Material Name	Quantity	Vehicle No.	Status
53	A2502050119/1/111	13-03-2025	SAND	16.00 Cum	OD29L-6098	Received
54	A2502050119/1/112	13-03-2025	SAND	16.00 Cum	OD29L-6098	Received
55	A2502050119/1/113	13-03-2025	SAND	16.00 Cum	OD29M-6098	Received
56	A2502050119/1/114	13-03-2025	SAND	16.00 Cum	OD29M-6098	Received
57	A2502050119/1/115	13-03-2025	SAND	16.00 Cum	OD29M-6098	Received
58	A2502050119/1/116	13-03-2025	SAND	16.00 Cum	OD29L-6098	Received
59	A2502050119/1/117	13-03-2025	SAND	16.00 Cum	OD29L-6198	Received
60	A2502050119/1/118	13-03-2025	SAND	16.00 Cum	OD22D-6575	Received
61	A2502050119/1/119	13-03-2025	SAND	16.00 Cum	OR04M-8498	Received
62	A2502050119/1/120	13-03-2025	SAND	16.00 Cum	OD29L-6198	Received
63	A2502050119/1/121	13-03-2025	SAND	16.00 Cum	OD29L-6098	Received
64	A2502050119/1/122	13-03-2025	SAND	16.00 Cum	OD22D-6575	Received
65	A2502050119/1/123	16-03-2025	SAND	16.00 Cum	OD29M-6098	Received
66	A2502050119/1/124	16-03-2025	SAND	16.00 Cum	OD29L-6098	Received
67	A2502050119/1/125	16-03-2025	SAND	16.00 Cum	OD22D-6575	Received
68	A2502050119/1/126	16-03-2025	SAND	16.00 Cum	OD29L-6098	Received
69	A2502050119/1/127	16-03-2025	SAND	16.00 Cum	OD29M-6098	Received
70	A2502050119/1/128	16-03-2025	SAND	16.00 Cum	OD29M-6098	Received
71	A2502050119/1/129	16-03-2025	SAND	16.00 Cum	OD29L-6098	Received
72	A2502050119/1/130	16-03-2025	SAND	16.00 Cum	OD29M-6098	Received
73	A2502050119/1/131	16-03-2025	SAND	16.00 Cum	OD29L-6098	Received
74	A2502050119/1/132	16-03-2025	SAND	16.00 Cum	OD29M-6098	Received
75	A2502050119/1/133	16-03-2025	SAND	16.00 Cum	OD29L-6098	Received
76	A2502050119/1/134	17-03-2025	SAND	16.00 Cum	OD29M-6098	Received
77	A2502050119/1/135	17-03-2025	SAND	16.00 Cum	OD29L-6098	Received
78	A2502050119/1/136	17-03-2025	SAND	16.00 Cum	OD29M-6098	Received
79	A2502050119/1/137	17-03-2025	SAND	16.00 Cum	OD29L-6098	Received
80	A2502050119/1/138	17-03-2025	SAND	16.00 Cum	OD29M-6098	Received
81	A2502050119/1/139	17-03-2025	SAND	16.00 Cum	OD29L-6098	Received
82	A2502050119/1/140	17-03-2025	SAND	16.00 Cum	OD29M-6098	Received
83	A2502050119/1/141	17-03-2025	SAND	16.00 Cum	OD29L-6098	Received
84	A2502050119/1/142	17-03-2025	SAND	16.00 Cum	OD22D-6575	Received
85	A2502050119/1/143	17-03-2025	SAND	16.00 Cum	OD29F-3698	Received
86	A2502050119/1/144	18-03-2025	SAND	16.00 Cum	OD29L-6098	Received
87	A2502050119/1/145	18-03-2025	SAND	16.00 Cum	OD29Q-0098	Received
88	A2502050119/1/146	19-03-2025	SAND	16.00 Cum	OD29M-6098	Received
89	A2502050119/1/147	19-03-2025	SAND	16.00 Cum	OD29L-6098	Received
90	A2502050119/1/148	19-03-2025	SAND	16.00 Cum	OD29F-3698	Received
91	A2502050119/1/149	19-03-2025	SAND	16.00 Cum	OD04F-8898	Received
92	A2502050119/1/150	19-03-2025	SAND	16.00 Cum	OD22D-6575	Received
93	A2502050119/1/151	19-03-2025	SAND	16.00 Cum	OD29Q-0098	Received
94	A2502050119/1/152	19-03-2025	SAND	16.00 Cum	OD29L-6098	Received
95	A2502050119/1/153	20-03-2025	SAND	16.00 Cum	OD29M-6098	Received
96	A2502050119/1/154	20-03-2025	SAND	16.00 Cum	OD29L-6098	Received
97	A2502050119/1/155	20-03-2025	SAND	16.00 Cum	OD29F-3698	Received
98	A2502050119/1/156	20-03-2025	SAND	16.00 Cum	OD04F-8898	Received
99	A2502050119/1/157	20-03-2025	SAND	16.00 Cum	OD22D-6575	Received
100	A2502050119/1/158	20-03-2025	SAND	16.00 Cum	OD29Q-0098	Received
101	A2502050119/1/159	20-03-2025	SAND	16.00 Cum	OD29M-6098	Received
102	A2502050119/1/161	21-03-2025	SAND	16.00 Cum	OD29M-6098	Received
103	A2502050119/1/162	21-03-2025	SAND	16.00 Cum	OD29L-6098	Received
104	A2502050119/1/163	21-03-2025	SAND	16.00 Cum	OD29F-3698	Received





Sand Transit Pass Details						
Sl. No.	Passs No.	Date	Material Name	Quantity	Vehicle No.	Status
105	A2502050119/1/164	21-03-2025	SAND	16.00 Cum	OD29M-6098	Received
106	A2502050119/1/165	21-03-2025	SAND	16.00 Cum	OD29L-6098	Received
107	A2502050119/1/166	21-03-2025	SAND	16.00 Cum	OD29F-3698	Received
108	A2502050119/1/167	21-03-2025	SAND	16.00 Cum	OD29M-6098	Received
109	A2502050119/1/168	21-03-2025	SAND	16.00 Cum	OD29L-6098	Received
110	A2502050119/1/169	21-03-2025	SAND	16.00 Cum	OD29F-3698	Received
111	A2502050119/1/170	21-03-2025	SAND	16.00 Cum	OD04F-8898	Received
112	A2502050119/1/171	21-03-2025	SAND	16.00 Cum	OD22D-6575	Received
113	A2502050119/1/173	23-03-2025	SAND	16.00 Cum	OD29M-6098	Received
114	A2502050119/1/174	23-03-2025	SAND	16.00 Cum	OD29L-6098	Received
115	A2502050119/1/176	23-03-2025	SAND	16.00 Cum	OD29M-6098	Received
116	A2502050119/1/177	23-03-2025	SAND	16.00 Cum	OD29L-6098	Received
117	A2502050119/1/178	23-03-2025	SAND	16.00 Cum	OD29F-3698	Received
118	A2502050119/1/192	25-03-2025	SAND	16.00 Cum	OD29M-6098	Received
119	A2502050119/1/193	25-03-2025	SAND	16.00 Cum	OD29L-6098	Received
120	A2502050119/1/195	25-03-2025	SAND	16.00 Cum	OD22D-6575	Received
121	A2502050119/1/196	25-03-2025	SAND	16.00 Cum	OD04F-8898	Received
122	A2502050119/1/199	25-03-2025	SAND	16.00 Cum	OD29M-6098	Received
123	A2502050119/1/205	25-03-2025	SAND	16.00 Cum	OD29N-6198	Received
124	A2502050119/1/207	26-03-2025	SAND	16.00 Cum	OD29M-6098	Received
125	A2502050119/1/213	26-03-2025	SAND	16.00 Cum	OD22D-6575	Received
126	A2502050119/1/214	26-03-2025	SAND	16.00 Cum	OD29M-6098	Received
127	A2502050119/1/219	26-03-2025	SAND	16.00 Cum	OD29L-6198	Received
128	A2502050119/1/220	26-03-2025	SAND	16.00 Cum	OD29N-6198	Received
129	A2502050119/1/221	27-03-2025	SAND	16.00 Cum	OD29M-6098	Received
130	A2502050119/1/222	30-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
131	A2502050119/1/223	30-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
132	A2502050119/1/224	30-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
133	A2502050119/1/225	30-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
134	A2502050119/1/226	30-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
135	A2502050119/1/227	30-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
136	A2502050119/1/228	30-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
137	A2502050119/1/229	30-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
138	A2502050119/1/230	30-03-2025	SAND	16.00 Cum	OD02CP-1284	Received
139	A2502050119/1/231	30-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
140	A2502050119/1/232	30-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
141	A2502050119/1/233	30-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
142	A2502050119/1/234	30-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
143	A2502050119/1/235	30-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
144	A2502050119/1/236	30-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
145	A2502050119/1/237	30-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
146	A2502050119/1/238	30-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
147	A2502050119/1/239	30-03-2025	SAND	16.00 Cum	OD02CP-1284	Received
148	A2502050119/1/240	31-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
149	A2502050119/1/241	31-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
150	A2502050119/1/242	31-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
151	A2502050119/1/243	31-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
152	A2502050119/1/244	31-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
153	A2502050119/1/245	31-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
154	A2502050119/1/246	31-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
155	A2502050119/1/247	31-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
156	A2502050119/1/248	31-03-2025	SAND	16.00 Cum	OD02CP-1284	Received

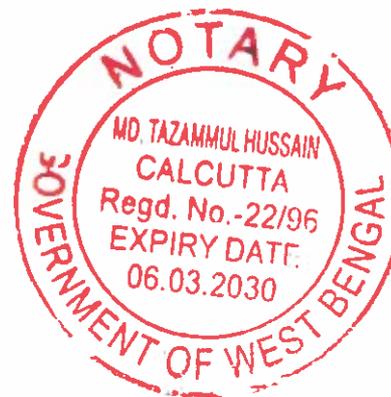


Sand Transit Pass Details						
Sl. No.	Passs No.	Date	Material Name	Quantity	Vehicle No.	Status
157	A2502050119/1/249	31-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
158	A2502050119/1/250	31-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
159	A2502050119/1/251	31-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
160	A2502050119/1/252	31-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
161	A2502050119/1/253	31-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
162	A2502050119/1/254	31-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
163	A2502050119/1/255	31-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
164	A2502050119/1/256	31-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
165	A2502050119/1/257	31-03-2025	SAND	16.00 Cum	OD02CP-1284	Received
166	A2502050119/1/258	31-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
167	A2502050119/1/259	31-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
168	A2502050119/1/260	31-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
169	A2502050119/1/261	31-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
170	A2502050119/1/262	31-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
171	A2502050119/1/263	31-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
172	A2502050119/1/264	31-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
173	A2502050119/1/265	31-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
174	A2502050119/1/266	31-03-2025	SAND	16.00 Cum	OD02CP-1284	Received
175	A2502050119/1/267	31-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
176	A2502050119/1/268	31-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
177	A2502050119/1/269	31-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
178	A2502050119/1/270	31-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
179	A2502050119/1/271	31-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
180	A2502050119/1/272	31-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
181	A2502050119/1/273	31-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
182	A2502050119/1/274	31-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
183	A2502050119/1/275	31-03-2025	SAND	16.00 Cum	OD02CP-1284	Received
184	A2502050119/1/276	31-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
185	A2502050119/1/277	31-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
186	A2502050119/1/278	31-03-2025	SAND	16.00 Cum	OD02CP-1240	Received
187	A2502050119/1/279	31-03-2025	SAND	16.00 Cum	OD02CP-1260	Received
188	A2502050119/1/280	31-03-2025	SAND	16.00 Cum	OD02CP-1261	Received
189	A2502050119/1/281	31-03-2025	SAND	16.00 Cum	OD02CP-1270	Received
190	A2502050119/1/282	31-03-2025	SAND	16.00 Cum	OD02CP-1280	Received
191	A2502050119/1/283	31-03-2025	SAND	16.00 Cum	OD02CP-1283	Received
192	A2502050119/1/284	31-03-2025	SAND	16.00 Cum	OD02CP-1284	Received
193	A2502050119/1/285	31-03-2025	SAND	16.00 Cum	OD29M-6098	Received
194	A2502050119/1/286	31-03-2025	SAND	16.00 Cum	OD29F-3698	Received
195	A2502050119/1/287	31-03-2025	SAND	16.00 Cum	OD04F-8898	Received
196	A2502050119/1/288	31-03-2025	SAND	16.00 Cum	OD22D-6575	Received
197	A2502050119/1/289	31-03-2025	SAND	16.00 Cum	OD02CP-1215	Received
198	A2502050119/1/290	31-03-2025	SAND	16.00 Cum	OD02CP-1219	Received
199	A2503100126/1/1	10-03-2025	SAND	16.00 Cum	OD22D6575	Received
200	A2503100126/1/2	13-03-2025	SAND	16.00 Cum	OD29M6098	Received
201	A2503100126/1/3	13-03-2025	SAND	16.00 Cum	OD29K9398	Received
202	A2503100126/1/4	13-03-2025	SAND	16.00 Cum	OR04M5198	Received
203	A2503100126/1/5	17-03-2025	SAND	16.00 Cum	OD22D6575	Received
204	A2503100126/1/6	17-03-2025	SAND	16.00 Cum	OD04F8898	Received
205	A2503100126/1/7	18-03-2025	SAND	16.00 Cum	OD29M6098	Received
206	A2503100126/1/8	18-03-2025	SAND	16.00 Cum	OD29L6098	Received
207	A2503100126/1/9	18-03-2025	SAND	16.00 Cum	OD29F3698	Received
208	A2503100126/1/10	18-03-2025	SAND	16.00 Cum	OD29Q0098	Received





Sand Transit Pass Details						
Sl. No.	Passs No.	Date	Material Name	Quantity	Vehicle No.	Status
209	A2503100126/1/11	18-03-2025	SAND	16.00 Cum	OD29L6098	Received
210	A2503100126/1/12	19-03-2025	SAND	16.00 Cum	OD04F8898	Received
211	A2503100126/1/14	20-03-2025	SAND	16.00 Cum	OD29L6198	Received
212	A2503100126/1/15	20-03-2025	SAND	16.00 Cum	OD29N6198	Received
213	A2503100126/1/16	20-03-2025	SAND	16.00 Cum	OD29N6198	Received
214	A2503100126/1/17	21-03-2025	SAND	16.00 Cum	OD29L6198	Received
215	A2503100126/1/18	21-03-2025	SAND	16.00 Cum	OD29N6198	Received
216	A2503100126/1/19	21-03-2025	SAND	16.00 Cum	OD04F8898	Received
217	A2503100126/1/20	21-03-2025	SAND	16.00 Cum	OD22D6575	Received
				3472 Cum		
		Received	217 Nos.	3472 Cum		



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ANNEXURE R8/20

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GOVERNMENT OF ODISHA
DEPARTMENT OF STEEL & MINES
FORM-Y
 [See rule 58(1)] Pass No. A2408060038/1/1
TRANSIT PASS
FOR MINOR MINERALS

ORIGINAL COPY

1. Book No. : Date & Time : 07-Aug-2024 12:58:52 PM - 07-Aug-2024 09:06:00
 2. Circle Mining Office : JAJPUR
 3. Name of the Quarry/Lease/Source of Auction : Kharasrota River Sand Bed at Goudasahi
 4. Name of the Licensee/Lessee/Permit Holder/Auction Holder/Auction Purchaser : JAYA PRAKASH BISWAL
 5. Destination : rajbir construction private limited , kendrapara badagan Route : binjharpur kuakhia chandikhol kendrapar badagan
 6. Minor Mineral : SAND
 7. Permit No. : NA Date : NA
 8. Quantity Permitted (Cum/Tonnes) : 16.00 Cum
 9. Measurement of Mineral in Carrier (in meter) : OD03A9401

Length	Breadth	Height
NA	NA	NA

10. Cubic Content (Cum) : 16.00
 11. Weight of the Vehicle (Tonnes) Gross : NA Tare : NA
 12. Weight of the Mineral : NA



Signature of the person Issuing with date

Signature of the carrier Driver with date

Signature of the checking staff with date

Signature of the person receiving at the destination with date

Signature of Inspector I/C with date & time

Office Seal


GOVERNMENT OF ODISHA
DEPARTMENT OF STEEL & MINES
FORM-Y
 [See rule 58(1)] Pass No. A2408060038/1/1
TRANSIT PASS
FOR MINOR MINERALS

DUPLICATE COPY

1. Book No. : Date & Time : 07-Aug-2024 12:58:52 PM - 07-Aug-2024 09:06:00
 2. Circle Mining Office : JAJPUR
 3. Name of the Quarry/Lease/Source of Auction : Kharasrota River Sand Bed at Goudasahi
 4. Name of the Licensee/Lessee/Permit Holder/Auction Holder/Auction Purchaser : JAYA PRAKASH BISWAL
 5. Destination : rajbir construction private limited , kendrapara badagan Route : binjharpur kuakhia chandikhol kendrapar badagan
 6. Minor Mineral : SAND
 7. Permit No. : NA Date : NA
 8. Quantity Permitted (Cum/Tonnes) : 16.00 Cum
 9. Measurement of Mineral in Carrier (in meter) : OD03A9401

Length	Breadth	Height
NA	NA	NA

10. Cubic Content (Cum) : 16.00
 11. Weight of the Vehicle (Tonnes) Gross : NA Tare : NA
 12. Weight of the Mineral : NA



Signature of the person Issuing with date

Signature of the carrier Driver with date

Signature of the checking staff with date

Signature of the person receiving at the destination with date

Signature of Inspector I/C with date & time

Office Seal


NOTARY
 MD. TAZAMMUL HUSSAIN
 CALCUTTA
 Regd. No. -22/96
 EXPIRY DATE
 06.03.2030
GOVERNMENT OF WEST BENGAL



ORIGINAL COPY


GOVERNMENT OF ODISHA
DEPARTMENT OF STEEL & MINES
FORM-Y
(See rule 58(1))
TRANSIT PASS
FOR MINOR MINERALS

Pass No. **A2502050119/1/1**

1. Book No. : --- Date & Time : **25-Feb-2025 12:34:29 PM - 25-Feb-2025 03:04:00 PM**

2. Circle Mining Office : **CUTTACK**

3. Name of the Quarry/Lease/Source of Auction : **TULASIPUR SAND QUARRY, (LUNA RIVER)**

4. Name of the Licensee/Lessee/Permit Holder/Auction Holder/Auction Purchaser : **PRAFULL KUMAR DAS**

5. **Rajbir Construction Private**
 Destination : **limited Kendrapara** Route : **Mangalachhak, Badagan, Jayachandrapur**
Badagan, Jayachandrapur, Jadupur

6. Minor Mineral : **SAND**

7. Permit No. : **NA** Date : **NA**

8. Quantity Permitted (Cum/Tonnes) : **16.00 Cum**

9. Measurement of Mineral in Carrier (in meter) : **OD02CP1215**

Length	Breadth	Height
NA	NA	NA

10. Cubic Content (Cum) : **16.00**

11. Weight of the Vehicle (Tonnes) Gross : **NA** Tare : **NA**

12. Weight of the Mineral : **NA**



Signature of the person issuing with date

Signature of the person receiving at the destination with date

Signature of the carrier Driver with date

Signature of Inspector UC with date & time

Signature of the checking staff with date

Signature of Inspector UC with date & time

Office Seal

DUPLICATE COPY


GOVERNMENT OF ODISHA
DEPARTMENT OF STEEL & MINES
FORM-Y
(See rule 58(1))
TRANSIT PASS
FOR MINOR MINERALS

Pass No. **A2502050119/1/1**

1. Book No. : --- Date & Time : **25-Feb-2025 12:34:29 PM - 25-Feb-2025 03:04:00 PM**

2. Circle Mining Office : **CUTTACK**

3. Name of the Quarry/Lease/Source of Auction : **TULASIPUR SAND QUARRY, (LUNA RIVER)**

4. Name of the Licensee/Lessee/Permit Holder/Auction Holder/Auction Purchaser : **PRAFULL KUMAR DAS**

5. **Rajbir Construction Private**
 Destination : **limited Kendrapara** Route : **Mangalachhak, Badagan, Jayachandrapur**
Badagan, Jayachandrapur, Jadupur

6. Minor Mineral : **SAND**

7. Permit No. : **NA** Date : **NA**

8. Quantity Permitted (Cum/Tonnes) : **16.00 Cum**

9. Measurement of Mineral in Carrier (in meter) : **OD02CP1215**

Length	Breadth	Height
NA	NA	NA

10. Cubic Content (Cum) : **16.00**

11. Weight of the Vehicle (Tonnes) Gross : **NA** Tare : **NA**

12. Weight of the Mineral : **NA**



Signature of the person issuing with date

Signature of the person receiving at the destination with date

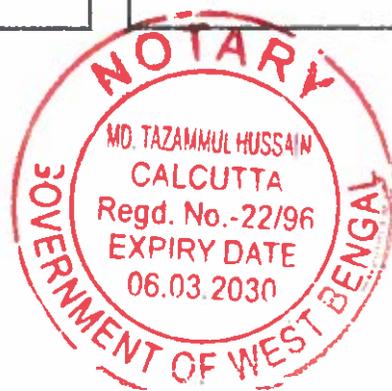
Signature of the carrier Driver with date

Signature of Inspector UC with date & time

Signature of the checking staff with date

Signature of Inspector UC with date & time

Office Seal





Jaydeb Ghorai <jghorai@gmail.com>

Original Application No. 225/2024/EZ - Alaya Samantaray vs. State Of Odisha & Ors. - Counter Affidavit on behalf of Respondent No. 8 and two videos submitted by the Respondent No. 8

1 message

Jaydeb Ghorai <jghorai@gmail.com>
To: Sankar Pani <sankarprasadpani@gmail.com>

Wed, Jan 21, 2026 at 3:11 PM

21.01.2026

To
Sankar Prasad Pani
And
Ashutosh Padhy
Advocates on behalf of the Applicant

Re : Original Application No. 225/2024/EZ

Alaya Samantaray

.... Applicant

Versus

State Of Odisha & Ors.

.... Respondents

My Client : Rajbir Construction Pvt. Ltd. (Respondent No. 8)

Dear Sir,

I am sending herewith copy of the Counter Affidavit on behalf of my client.

I am also forwarding :

- i) a drone video footage taken on January 18, 2026 and
- ii) another video uploaded on 'YouTube' on November 27, 2025 which is available at - <https://youtu.be/k7bFurusLUk?si=1vjyys8c40oA7k8>, which are also being filed with the Hon'ble Tribunal.

Kindly acknowledge receipt.

Thanking you,

Yours faithfully,

JAYDEB GHORAI
ADVOCATE FOR RESPONDENT NO. 8
12/1, Old Post Office Street,
Ground Floor,
Kolkata – 700001
9831336884 (M)

Encl : As above

Drone Video Footage - 18.01.2026.mp4

Video - Uploaded on YouTube on 27.11.2025.mp4

OA 225 of 2024 - Counter Affidavit of Resp. 8 - 21.01.2026.pdf
4239K