

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

O.A No. 10/2026

IN THE MATTER OF:

Sujata Biswal

...

Applicants

-Versus-

State of Odisha and Ors

...

Respondents

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04. VAKALATNAMA

Puri

Dt.25.03.2026

Advocate for the Respondents

Utkarsh Chandra and

Sanjay Kumar Singh

Advocate, 462, Lawyers

Chamber Block,

District Court Complex,

Saket Court

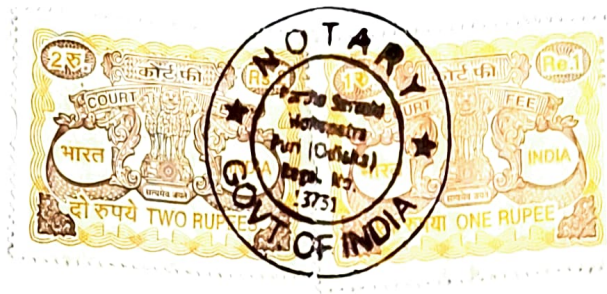
New Delhi- 110017

Mob- 8917347515

19

Utkarsh

(07)
28.03.26
me. v.



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

O.A No. 10/2026

IN THE MATTER OF:

Sujata Biswal ... Applicants

-Versus-

State of Odisha and Ors ... Respondents

**COMPLIANCE AFFIDAVIT FILED ON BEHALF OF
RESPONDENT No. 4**

I, Dibya Jyoti Parida, aged about 38 years, S/o Prasanna Kumar Parida, at present working as District Magistrate & Collector, Puri At/PO: Puri, Dist-Puri, do hereby solemnly affirm and state as follows:-

1. That, I am the Respondent No. 4 in the present O.A. and well acquainted with the facts of the O.A. and competent to swear this affidavit.
2. That, the present affidavit is being filed in compliance to the order dated 06.02.2026 passed by the Hon'ble Tribunal in O.A No. 10 of 2026.
3. That, in pursuant to the order dated 06.02.2026 passed by the Hon'ble Tribunal, Eastern Zonal Bench, Kolkata, the Tahasildar,

Dibya Jyoti Parida
COLLECTOR, PURI



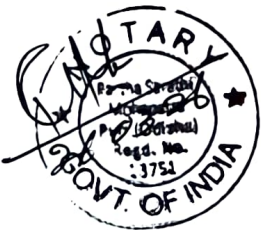
Pipili was requested to cause an enquiry into the matter and furnish the present status report vide letter No. 1007/Judl dt- 25.03.2026.

Copy of the letter No.1007/
Judl dt- 25.03.2026 filed
herewith as ANNEXURE-A/4.

4. That, the Tahasildar Pipili has inquired into the matter and furnished his report vide letter No. 1783/dt-26.03.2026. The report of the Tahasildar reveals as follows:-

- i. The R.I Puba under Pipili Tahasil enquired the matter and submitted his report that the Fly Ash Brick unit is constructed over the plot No. 464, Area- A1.61dec under Mouza Uttaradasana which stands recorded in the name of Sri Lachman Balaji Thakur Bije Saradeipur Mft Trustee Board. The Respondent no. 8 has taken the aforesaid plot through agreement basis by Notary for the period from 01.08.2024 to 01.07.2029.
- ii. The Respondent No. 8 Smt Rajalaxmi Pradhan has submitted a copy of order No. 14198 /F&E Date- 07.08.2015 of Forest & Environment Deptt & letter No. 3839 dt 28.10.2015 and letter No.467 dt- 25.02.2025 of the State Pollution Control Board in connection with grant of consent to establish the Fly Ash Brick Unit.

Dibya Jyoti Panida
COLLECTOR, PURI



iii. At present the Fly Ash Brick factory is not functioning and there is no production made by the manufacturing unit from near past.

Copy of the Agreement along with order No. 14198 /F&E Date- 07.08.2015 of Forest & Environment Deptt, letter No. 3839/ RO- (MISC)-07 dt- 28.10.2015 & letter No. 467/ dt- 25.02.2025
er, State Pollution Control Board filed herewith as ANNEXURE-B/4 series.

5. That the deponent craves leave of this Hon'ble Tribunal to file further affidavit if so necessary.
6. That the facts stated in this compliance affidavit are true to the best of my knowledge and based on official records.

Identified by


Advocate


DEPONENT

COLLECTOR, PURI



VERIFICATION

I, Sri Dibya Jyoti Parida, aged about 38 years, S/o Prasanna Kumar Parida, at present working as District Magistrate & Collector, Puri At/PO: Puri, Dist- Puri, do hereby solemnly affirm and verify the contents of paragraph are true to my knowledge and that I have not suppressed any material facts. I sign this verification at my office on this the day of 25th March, 2026.

Puri

Dt. 25.03.2026

Dibya Jyoti Parida
VERIFICANT
COLLECTOR, PURI

CERTIFICATE

Certified that the cartridge papers are not available.

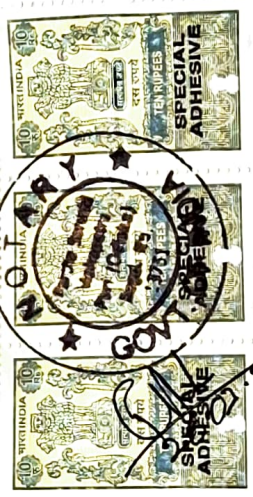
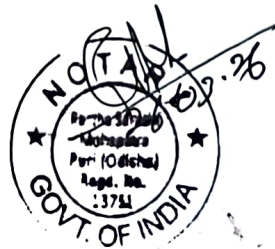
Place-

Date-

**Utkarsh Chandra and
Sanjay Kumar Singh
Advocate 462, Lawyers
Chamber Block,
District Court
Complex, Saket Court
New Delhi- 110017
Mob- 8917347515**

Solemnly Affirms and Signs
before me on this 26th day of
2026 at 04:30 AM/PM

(Signature)
Partha Pratap Monapatra
Notary Public Govt. of India



- ୦୨ -

Annexure - A/4

ଜିଲ୍ଲାପାଳ ଏବଂ ଜିଲ୍ଲା ମାଜିଷ୍ଟ୍ରେଟଙ୍କ କାର୍ଯ୍ୟାଳୟ, ପୁରୀ

OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, PURI

Tel: 06752- 222033 (R) 222034 (O) Fax No. : 223939

Website: www.puri.nic.in, E-Mail: dm-puri@nic.in

e-mail ID- : judicialpuri2023@gmail.com



Letter No. 1007 / Judl., Dt. 25-03-26

To

The Tahasildar, Pipili

Sub: OA No. 10 of 2026/EZ filed by Sujata Biswal – vrs- State of Odisha and others in the Court of the Eastern Zone Bench, Kolkata.

Sir,

In enclosing herewith the copy of the order dated 06.02.2026 passed by the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in OA No. 10 of 2026/EZ filed by Sujata Biswal – vrs- State of Odisha and others, which is self-explanatory.

I would therefore request you to cause an enquiry into the matter and furnish a detailed status report to this office by tomorrow positively for kind perusal of the Collector, Puri and filing of response before the Hon'ble National Green Tribunal in compliance to the order dated 06.02.2026.

This may please be treated as “Extremely Urgent”.

Yours faithfully,


Addl. District Magistrate, Puri

Memo No. 1008 / Judl. . dt. 25-03-26

Copy forwarded to the Member Secretary, State Pollution Control Board, Odisha, Bhubaneswar for kind information and necessary action.

Three copy attested


Addl. District Magistrate, Puri

Pancharan Parida

Asst. Collector,
Judicial Collectorate, Puri

mail
25-3-26



OFFICE OF THE TAHASILDAR, PIPILI

Letter No.-1783 /Dt 26/3/26

To

The Additional District Magistrate, Puri

Sub:- Submission of enquiry report relating to OA no.-10 of 2026/EZ filed by Sujata Biswal-vrs- State of Odisha and others in the court of Eastern Zone Bench, Kolkata.

Ref:- Dist. office L.No.-1007/Judl, Dt- 25.03.2026.


Sir,

With reference to the subject cited above, I am to appraise that in pursuance of letter no.-1007/Judl, dtd-25.03.2026 the RI, Puba was instructed to cause enquiry in to the matter of Fly Ash Brick manufacturing unit and submit detail report towards illegal functioning of the unit and anti environmental activity. The RI, Puba also enquiry in to the matter and submit report that the Fly Ash Brick unit is constructed over the plot no.-464, area- A1.61dec of mz- Uttarasasana which is stands recorded in the name of Sri Lachman Balaji Thakur Bije Saradeipur Mft. Trusti Board. The respondent no.-8 has taken the above plot through agreement basis by notary and the agreement period is coming from dtd- 01.08.2024 to 01.07.2029 (Copy enclosed). The respondent no.-8, Smt. Rajalaxmi Pradhan has produced the copy of order of Forest & Enviornmental Deptt. and State Pollution Control Board in connection with grant of consent to establish the Fly Ash Brick unit (Copy enclosed). In the present situation the Fly Ash Brick factory is not functioning as reported by RI, Puba. Further there is no production made by the manufacturing unit from near past.

This is submitted for kind perusal and necessary compliance of order relating to OA no.-10 of 2026.

Yours Faithfully,

True copy attested
Panchanan Paraja
Asst. Collector,
Judicial Collectorate, Puri


26/3/26
for Tahasildar, Pipili

29 JUL 2024

भारतीय गैर न्यायिक

दस
रुपये
₹.10

TEN
RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

ଓଡ଼ିଶା ଆଡିସା ODISHA

ଚୁକ୍ତିପତ୍ର ଭଡା ନିମନ୍ତେ



Managing Director
Sri Lakshmi Pradhan
At: Strand Road
P.O.-Gopinath Pur

ପ୍ରଥମ ପକ୍ଷକ ନାମ ଓ ଧାନ:

ଶ୍ରୀ ଶ୍ରୀ ଲକ୍ଷ୍ମୀ ବାଲୁକା ଠାକୁର ବିଜେ ସାମନ୍ତରାୟର ପାଟଣା, ଠିକଣା:
ସରଦେଇପୁର, ପୋଷ୍ଟ: ଗୋପୀନାଥପୁର, ଥାନା: ଲିଙ୍ଗରାଜ, ଜିଲ୍ଲା: ଖୋର୍ଦ୍ଧା
(ଓଡ଼ିଶା), ମାର୍ଯ୍ୟତ ଟ୍ରଷ୍ଟି ବୋର୍ଡ ଚରଫ ପରିଚାଳନା ଟ୍ରଷ୍ଟି, ଶ୍ରୀ ସିଦ୍ଧେଶ୍ଵର ପ୍ରଧାନ,
ବୟସ: ୫୨ ବର୍ଷ, ପିତା: ସ୍ଵର୍ଗତଃ ସୁରେନ୍ଦ୍ର ପ୍ରଧାନ, ବାସସ୍ଥାନ : ସରଦେଇପୁର,
ପୋଷ୍ଟ : ଗୋପୀନାଥପୁର, ଥାନା: ଲିଙ୍ଗରାଜ, ଜିଲ୍ଲା: ଖୋର୍ଦ୍ଧା (ଓଡ଼ିଶା), ଆଧାର
ନଂ. ୯୧୪୫ ୩୫୭୭ ୭୮୭୧, ଏତଦ୍ ପରେ ମାଲିକ/ପ୍ରଥମ ପକ୍ଷ ରୂପେ ବିଦିତ।

ଅଧ୍ୟକ୍ଷ
Sri Lakshmi Pradhan
28/7/2024

ଦ୍ଵିତୀୟ ପକ୍ଷକ ନାମ ଓ ଧାନ:

ଶ୍ରୀମତୀ ରାଜଲକ୍ଷ୍ମୀ ପ୍ରଧାନ, ବୟସ ୫୪ ବର୍ଷ, ସ୍ଵାମୀ: ଶ୍ରୀ ବିକ୍ରମ କେଶରୀ ପ୍ରଧାନ,
ବାସସ୍ଥାନ: ପୁର ନଂ. ୫୮/୨୬୫୩ମୁର, ରୋଡ୍ ନଂ. ୩ମୁର, ଗଜୋଡ଼ି ନଗର,
ଶିଶୁପାଳଗଡ଼, ପୋଷ୍ଟ: ଶିଶୁପାଳଗଡ଼, ଥାନା: ଲିଙ୍ଗରାଜ, ଭୁବନେଶ୍ଵର ଜିଲ୍ଲା (ଓଡ଼ିଶା),
(ଓଡ଼ିଶା), ଏତଦ୍ ପରେ ଭଡାଟିଆ/ ଦ୍ଵିତୀୟ ପକ୍ଷ ରୂପେ ବିଦିତ।

Sudarsan Sahu
28/7/2024

True copy attested
Panchanan Paruja

1 Chandan

Asst. Collector,
Judicial Collectorate, Puri



ବିନା ସୁଧରେ ଫେରସ୍ତ କରିବେ ନତୁବା ଦ୍ଵିତୀୟ ପକ୍ଷ ଆଉ ଅଧିକ ଦିନ ପାଇଁ ଏହି ଚୁକ୍ତିପତ୍ରଟିକୁ ନବିକରଣ କରିବାକୁ ଚାହଁଲେ ପ୍ରଥମ ପକ୍ଷ ଉକ୍ତ ଅର୍ଥକୁ ଚୁକ୍ତିପତ୍ରର ନବିକରଣ ସମୟରେ ନିବିକୃତ ସିଲ୍‌କ୍ୟୁରିଟି ବାବଦକୁ ଗ୍ରହଣ କରିବେ ।

୩) ଦ୍ଵିତୀୟ ପକ୍ଷ ଏହି ଚୁକ୍ତିପତ୍ର ସମ୍ପାଦନ ପରେ ଶୀର୍ଷ ଲିଖିତ ଦିବସଠାରୁ ଆସନ୍ତା ପାଞ୍ଚ ବର୍ଷ ପର୍ଯ୍ୟନ୍ତ ପ୍ରଥମପକ୍ଷଙ୍କର ନିମ୍ନ ତପସିଲ ବର୍ଣ୍ଣିତ ବୃତ୍ତିକୁ ଉଡ଼ା ସୂତ୍ର ଗ୍ରହଣ କରିବେ ଏବଂ ତାହାକୁ ଅନ୍ୟ କାହାରିକୁ ଉଡ଼ା ସୂତ୍ର ଦେବେ ନାହିଁ କିମ୍ବା ସେହି ବୃତ୍ତିରେ କୌଣସି ପ୍ରକାରର ଅନୈତିକ କାର୍ଯ୍ୟ କରିବେ ନାହିଁ । ଯଦି କରନ୍ତି ବା କରାନ୍ତି, ତେବେ ସେଥି ନିମନ୍ତେ ପ୍ରଥମ ପକ୍ଷ ଦାୟୀ ରହିବେ ନାହିଁ ।

୪) ପ୍ରଥମ ପକ୍ଷଙ୍କ ଲିଖିତ ଅନୁମତି ନେଇ ଦ୍ଵିତୀୟ ପକ୍ଷ ଉକ୍ତ ବୃତ୍ତିର ଆବଶ୍ୟକୀୟ ଉନ୍ନୟନ ଯଥା, ଖାଲଖମା ପରିପୂର୍ଣ୍ଣ, ଅଭ୍ୟାୟୀ ଗୃହ ନିର୍ମାଣ ଆଦି ନିଜ ଖର୍ଚ୍ଚରେ ସମ୍ପାଦନ କରିବେ । ଉକ୍ତ ଖର୍ଚ୍ଚ ନିମନ୍ତେ ପ୍ରଥମ ପକ୍ଷ କୌଣସି ସମୟରେ ଦାୟଗ୍ରସ୍ତ ହେବେ ନାହିଁ କିମ୍ବା ସେଥି ନିମନ୍ତେ ଦ୍ଵିତୀୟ ପକ୍ଷ ପ୍ରଥମ ପକ୍ଷଙ୍କ ଠାରୁ କୌଣସି କ୍ଷତିପୂରଣ ଦାବି କରିବେ ନାହିଁ ।

୫) ଦ୍ଵିତୀୟ ପକ୍ଷ ପ୍ରଥମପକ୍ଷଙ୍କର ଉକ୍ତ ବୃତ୍ତିରେ ନିଜର ବ୍ୟବସାୟ ପାଇଁ ବ୍ୟବହାର କରିବେ ଏବଂ ସେଥି ନିମନ୍ତେ ଦ୍ଵିତୀୟ ପକ୍ଷ ତାଙ୍କର ନିଜ ଖର୍ଚ୍ଚରେ ଆବଶ୍ୟକୀୟ ଲାଭସେନ୍ଦୁ ହାସଲ କରିବାକୁ ବାଧ୍ୟ ରହିବେ ।

ଯଦି ଦ୍ଵିତୀୟ ପକ୍ଷ କର୍ମ୍ମିନ୍ ସମୟେ ପ୍ରଥମ ପକ୍ଷଙ୍କୁ ଉପରୋକ୍ତ ସ୍ଥିରାକୃତ ମାସିକ ଉଡ଼ା ଅର୍ଥ ଦେବାରେ ତ୍ରୁଟି କରନ୍ତି କିମ୍ବା ସେଥି ନିମନ୍ତେ କୌଣସି ଅସ୍ଵାଭାବିକ ପରିସ୍ଥିତି ସୃଷ୍ଟି କରନ୍ତି ତେବେ ପ୍ରଥମ ପକ୍ଷ ଲିଖିତ ଆକାରରେ ଦୁଇ ମାସିଆ ଆଗୁଆ ନୋଟିସ ପ୍ରଦାନ କରି ଦ୍ଵିତୀୟ ପକ୍ଷଙ୍କୁ ଉକ୍ତ ବୃତ୍ତିରୁ ଗ୍ରାମବାସୀଙ୍କ ସହାୟତାରେ ଉଚ୍ଛେଦ କରିପାରିବେ । ପ୍ରଥମ ପକ୍ଷଙ୍କୁ ଏଣ୍ଟୋମେଣ୍ଟ



Handwritten notes and signatures on the right margin, including 'Manning Trustee', 'Mr. Lechman', 'Mr. Saradei', and 'R. Rajaramani'.

Handwritten signature 'Pranab Kumar Prasad' and date '24/07/24'.

True copy attested
Anchanan Puray
Asst. Collector,
Judicial Collectorate, Puri

3 Chandan Senoo Mohanty

କମିଶନରଙ୍କ ଇଜିଲାସରୁ ମିଳିଥିବା ଟ୍ରଷ୍ଟିବୋର୍ଡ ନିୟୁତ୍ତି ମଞ୍ଜୁରନାମା ଚିଠି
ନଂ. ୮୨୭୭ମ୍ଭର ତା. ୨୭.୦୮.୨୦୧୧ମାରିଖର ନକଲ ଏଥି ସହ ସଂଯୋଗ
କରାଗଲା।

୭) ସେହିପରି ଯଦି ହିତାୟ ପକ୍ଷ ତାଙ୍କର ବ୍ୟବସାୟ ରୁଚ୍ଛି ସମୟ ପୂର୍ବରୁ ବନ୍ଦ
କରିବାକୁ ଚାହାଁନ୍ତି, ତେବେ ସେ ପ୍ରଥମପକ୍ଷକୁ ଲିଖିତ ଆକାରରେ ଦୁଇ ମାସିଆ
ଆଗୁଆ ନୋଟିସ୍ ପ୍ରଦାନ କରି ତାଙ୍କର ଇଚ୍ଛା ପ୍ରକାଶ କରିବେ ଏବଂ ମିଆଦ
ସମୟ ଅନ୍ତେ ପ୍ରଥମ ପକ୍ଷ ତାଙ୍କ ପାଖରେ ଗଚ୍ଛିତ ଥିବା ହିତାୟ ପକ୍ଷଙ୍କର
ସିଦ୍ଧ୍ୟାବଳି ଅର୍ଥକୁ ଫେରସ୍ତ କରି ନିଜର ବୃତ୍ତିକୁ ଅଧିଗ୍ରହଣ କରିବେ।

୮) ସେହିପରି ପ୍ରଥମ ପକ୍ଷ ରୁଚ୍ଛି ମିଆଦ ସମାପ୍ତ ହେବାର ଏକ ବର୍ଷ ପୂର୍ବରୁ ପୁନଶ୍ଚ
ଆସତା ୫ ବର୍ଷ ପାଇଁ ହିତାୟ ପକ୍ଷଙ୍କ ନାମରେ ରୁଚ୍ଛିପତ୍ର ସମ୍ପାଦନ କରିବେ।

ପ୍ରଥମ ପକ୍ଷ ଅତ୍ର ରୁଚ୍ଛିପତ୍ର ମାଧ୍ୟମରେ ଏକରାର କରୁଅଛନ୍ତି କି ଯେ, ସେ କିମ୍ବା
ତାଙ୍କର କୌଣସି ଉତ୍ତରାଧିକାରୀ ବା ଅନ୍ୟ କେହି ହିତାୟ ପକ୍ଷଙ୍କର
ବ୍ୟବସାୟରେ କୌଣସି ପ୍ରକାରର ହସ୍ତକ୍ଷେପ / ବାଧାବିଘ୍ନ ସୃଷ୍ଟି କରିବେ ନାହିଁ।

୯) ଉଭୟ ଶ୍ରୀମତୀ ଏବଂ ପ୍ରଥମ ପକ୍ଷଙ୍କ ଉପସ୍ଥିତିରେ ଏହା ସିଦ୍ଧାନ୍ତ ନିଆଗଲା
ଯେ, ତଦ୍ୱାରା ବୃତ୍ତିକୁ ଶ୍ରୀମତୀ ରାଜଲକ୍ଷ୍ମୀ ପ୍ରଧାନକୁ ପାଞ୍ଚବର୍ଷ ପାଇଁ ଉଡ଼ା
ସୂତ୍ରେ ଦିଆଯିବ ଏବଂ ପରବର୍ତ୍ତୀ ପାଞ୍ଚବର୍ଷ ପାଇଁ ପରେ ଏକବର୍ଷ ପୂର୍ବରୁ ଉଭୟ
ପକ୍ଷଙ୍କ ଆପୋଷ ଆଲୋଚନାରେ ସ୍ଥିର କରାଯିବ। ଯଦି, ଶ୍ରୀମତୀ ରାଜଲକ୍ଷ୍ମୀ
ପ୍ରଧାନ ଅଦ୍ୟ ରୁଚ୍ଛି ଦିବସଠାରୁ ଦୁଇବର୍ଷ ମଧ୍ୟରେ ଏହି ରୁଚ୍ଛିକୁ ଅନ୍ତ କରିବାକୁ
ଚାହାଁନ୍ତି, ତେବେ ପ୍ରଥମ ପକ୍ଷ ତାଙ୍କର ସିଦ୍ଧ୍ୟାବଳି ଅର୍ଥକୁ ବ୍ୟାଜାପ୍ତି କରିପାରିବେ।

Handwritten signature and notes on the right margin.

*1. Bhumidhan Prasad
28/07/2024
1. Sudan Sen Sahu 28/7/24*



True copy attested
Chandana Sekhar Mohanty
Panchanan Das
Asst. Collector,
Judicial Collectorate, Puri

ତପସିଲ ବୃଦ୍ଧି:

ଜିଲା: ପୁରୀ, ଥାନା: ପିପିଲି ନଂ ୫୨୨, ମୌଜା: ଉତ୍ତରାଶାସନ, ଖାତା
ନଂ ୧୨୫୨, ଚକ ନଂ ୧୩୯୨, ପ୍ଲଟ ନଂ ୪୬୪, ପୁରୀ ପୁଟ, ରକବା: ୧.
୧. ୨୧୦ ଡିସିମିଲ ।

ଉକ୍ତ ବୁକ୍ତିପତ୍ରରେ ଅବ୍ୟ ତା ୨୯.୦୧. ୨୦୨୪ ରିଖରେ ଆମ୍ଭେ ଉଭୟ ପକ୍ଷ ଉପର
ତପସିଲ ବର୍ଣ୍ଣିତ ସମସ୍ତ ସର୍ତ୍ତକୁ ମାନିବା ପାଇଁ ଅନୁବନ୍ଧିତ ହେଲୁ ଏବଂ ଆମ୍ଭେ
ଉଭୟପକ୍ଷ ଏହି ବୁକ୍ତିପତ୍ରଟିକୁ ପଢ଼ି, ବୁଝି, ନିଜ ନିଜର ସୁସ୍ଥ ମସ୍ତିଷ୍କରେ ଥାଇ ନିମ୍ନୋକ୍ତ
ସାକ୍ଷୀମାନଙ୍କ ଉପସ୍ଥିତିରେ ନିଜ ନିଜର ସ୍ୱାକ୍ଷର ପ୍ରଦାନ କଲୁ।

ସାକ୍ଷୀମାନଙ୍କର ସ୍ୱାକ୍ଷର

Chandra Sekhar Mohanty
Pranab K. Mohanty
Asst. Collector, Puri
P.O. Puri

୧. Brijram Keshin Pradhan
S/o Late. Pahal Pradhan
Plat. No. 58/2658
Gangaturngram
Rau Na-3
Bhuan,

ଅନୁରାଧା ପ୍ରଧାନ
ପ୍ରଥମ ପକ୍ଷର ସାକ୍ଷର
Mangini Trustee
Sri Lachhman Bahadur
At- Saradei Pur
P.O.-Gopinath Pur
Dist- K H U R D A

୨. Sudhansu Sahu
S/o Gurusang Sahu
Samantara Pur Patana
Gopinath Pur
Khurdia
Dherua

Rajalaxmi Pradhan
ଦ୍ୱିତୀୟ ପକ୍ଷର ସାକ୍ଷର



29-7-24

True copy attested
Pranab K. Mohanty
Asst. Collector,
Judicial Collectorate, Puri

English Translation
of page 7 to 11

Agreement Deed

The name and address of the 1st Party

Shree Shree Lachman Balaji deity bije Samantarapur Patana, Adress- Saradeipur, Po- Gopinathpur, Ps- Lingaraj, Dist- Khurdha (Odisha), marft trustee board taraf Parichalana Trustee, Sri Sidheswar Pradhan, Age- 61 years, S/o- Late Surendra Pradhan, of village- Saradeipur, Po- Gopinathpur, Ps- Lingaraj, Dist- Khurdha (Odisha) Aadhar No. 914535627861 besides this he is the owner and made as 1st Party.

The name and address of the 2nd Party

Smt. Rajalaxmi Pradhan, Aged about 48 years W/o- Sri Bikram Keshari Pradhan, of village- Plot No. 58/2653, Road No. 03, Gangotri nagar, Sisupalgada, Po- Sisipalgada, Ps- Lingaraj, Bhubaneswar, Dist- Khurdha (Odisha), besides this she is rented and made as 2nd Party.

Which type of sale deed: Agreement for rented of the scheduled property.

Condition: Monthly rent Rs.20, 000/- (Rupees Twenty thousand) only.

Advance: Rs 1,00,000/- (Rupees One Lakh) only.

Term: Five years, From Date 01.08.2024 to 01.07.2029.

Condition

The first party desires to lease the following additional land in Saradeipur Mauza of the second party to use the said additional land for its business purposes and the first party agrees to lease the said land, both parties hereby execute this agreement as per the following terms and conditions.

- 1) The second party shall pay to the first party a monthly rent of Rs. 20,000/- (Rupees Twenty Thousand) in one lump sum on the 5th of every month for a period of five years. The rent shall not include electricity. The second party shall obtain electricity connection at its own expense and pay the electricity bill as per the Gridco bill as per its usage at the concerned office and shall provide a copy of the bill payment receipt to the first party for his/her reference.
- 2) The first party shall be given a security of Rs. 1,00,000/- (Rupees One Lakh) by the second party as security for his property and in case the second party fails to pay the said amount, the first party shall pay him the security amount. It will be returned without interest or if the second party wants to renew this agreement for a longer period, the first party will accept the said amount as a security for the renewal of the agreement.
- 3) The second party shall accept the below-mentioned property of the first party on rent for a period of five years from the date of execution of this agreement and shall not rent it out to anyone else or do any illegal act in that regard. If he does or causes it to be done, the first party shall not be liable for such act.

Panchanan Panigrahy
Asst. Collector,
Judicial Collectorate, Pur

- 4) With the written permission of the first party, the second party shall carry out the necessary repairs to the said land, such as filling the trenches, construction of temporary houses, etc. at its own expense. The first party shall at no time be liable for the said expenses nor shall the second party claim any compensation from the first party for the same.
- 5) The Second Party shall use the said increase of the First Party for its own business and the Second Party shall be obliged to obtain the necessary licenses for the same at its own expense.
- 6) If the second party fails to pay the above-mentioned monthly rent to the first party during the lease period or creates any unusual situation for the tenant, then the first party may evict the second party from the premises by giving two months' written notice to the villagers. A copy of the Trustee Board Appointment Sanction Letter No. 8267 dated 27.08.2013 obtained from the Commissioner's Office by the first party is attached herewith.
- 7) Similarly, if the second party wishes to terminate his/her business agreement prematurely, he/she shall give two months' prior notice in writing to the first party, expressing his/her intention, and after the expiry of the term, the first party shall return the security deposit of the second party held by him and accept his/ her offer.
- 8) Similarly, one year before the expiry of the first party's contract, the second party will execute a contract for the next five years. The first party hereby agrees that neither he nor any of his successors or anyone else will interfere/ hinder the business of the second party in any way.
- 9) It was decided in the presence of both the villagers and the first party that the detailed increase will be given to Smt. Rajalakshmi Pradhan on rent for five years and for the next five years, one year in advance will be decided by mutual agreement of both the parties. If Smt. Rajalakshmi Pradhan wants to terminate this agreement within two years from the date of the first contract, then the first party can forfeit her security money.

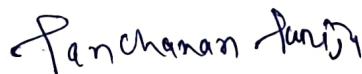
Detail enhancement:

District: Puri, P.S: Pipili No. 52, Mouja: Uttara Shasan, Khata No. 125, Chaka No. 139, Plot No. 464, Ful Plot, Area: A. 1. 610 Decimal.

In the said agreement dated 29.01.2024, we, both parties, have agreed to abide by all the above-mentioned terms and conditions and we, both parties, having read and understood this agreement, have affixed our signatures in the presence of the following witnesses, being of sound mind.

Signature of witnesses

Sd/



Asst. Collector,
Judicial Collectorate, Puri



Tel: 0674-2564033
FAX: 0674-2564033/2564573
EPABX: 2561909/2564573
Email: rospcb.bhubaneswar@ospnboard.or.in
Website: www.ospnboard.org

REGIONAL OFFICE
STATE POLLUTION CONTROL BOARD, ODISHA

(Department of Forest & Environment, Govt. of Odisha)
Paribesh Bhawan, A/118, Nilakantha Nagar, Unit - VIII,
Bhubaneswar - 751 012

No. 3829 /

RO-(MISC)- 07

Date 28/10/15

From:

SRI H.B. Panigrahy
Regional Officer

To

Smt. Rajalaxmi Pradhan
M/s Thakur Flyash Bricks
Plot No.: 464 At: Uttara Sasan
Uttara, Dhauli
Bhubaneswar.

Sub: Grant of Consent to establish regarding
Ref: Your application received on 26-10-2015.

With reference to above, this is to inform that unit is categorized under "green" category unit which is now exempted from consent administration as per the notification of Government of Odisha Forest and Environment Department Order No. ENV-I- 82/2015- 14198 dated 17-08-2015. However, you are requested to be govern yourself - regulatory regimes and will have to follow the general guidelines for best environmental management practices. (Copy of the order is enclosed for your reference)

This is for your information and necessary action.

Encl

Yours Faithfully

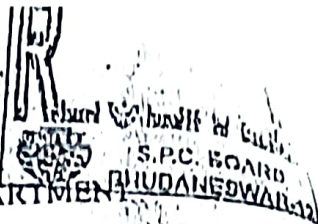

Regional Officer
Bhubaneswar.

Free copy attested
Panchanan Jangi

Asst. Collector,
Judicial Collectorate, Puri.

my
Dag
Kto on...
on our website

GOVERNMENT OF ODISHA
FOREST AND ENVIRONMENT DEPARTMENT



ORDER

ENV-I-82/2015 14178 F&E, Dated the 7-8-15

Whereas Industrial Plants have been categorised into red, orange, green and non-polluting industrial activities vide Forest & Environment Department Order No. Env.I-40/2005-6194/F&E, dt. 24.4.2007 and No. Env.-I-01/2012-13131/F&E, dt. 16.7.2012 for the purpose of determination of Application fees for consent to establish & operate such industrial plants under Sub-section(2) of Section 21 of Air (PCP) Act, 1981 and Sub-section (2) of Section 25 of the Water (PCP) Act, 1974 and for authorisation by the State Pollution Control Board under the provision of the Hazardous Wastes (Management, Handling & Transboundary Movement) Rules, 2008.

SEEN

Now, after further consideration of the matter, the State Government in consultation with the State Pollution Control Board do hereby decide that the Green Category of Industries shall be exempted from consent administration of the SPCB and need not apply for consent to Establish and Consent to operate to the State Pollution Control Board. However, the green category of industries shall be governed by self regulatory regimes and will have to follow the general guidelines for best environmental management practices in this category of industries.

See BVS
my

By order of the Governor

Addl. Chief Secretary to Government

True copy attested
Panchanan Jany
Asst. Collector,
Judicial Collectorate, Puri

Memo No. 14199 /F&E, dt. 7-8-15

Copy forwarded to the Director, Printing, Stationery and Publication, Odisha, Cuttack for favour of information and necessary action. He is requested to publish the Notification in the Extra-ordinary issue of Odisha Gazette and supply 100 copies of the Gazette to this Department for reference and further action.




07.08.15

Director, Env.-cum-Spl.Secy.to Government

Memo No. 14200 /F&E, dt. 7-8-15

Copy forwarded to the Member Secretary, State Pollution Control Board, Odisha, Bhubaneswar for information and necessary action.



07.08.15

Director, Env.-cum-Spl.Secy.to Government

Memo No. 14201 /F&E, dt. 7-8-15

Copy forwarded to All Departments of Government of Odisha for information and necessary action.



07.08.15

Director, Env.-cum-Spl.Secy.to Government

*True copy attested
Panchanan Paraj*

Asst. Collector,
Judicial Collectorate, Puri



OFFICE OF THE REGIONAL OFFICER, BHUBANESWAR
STATE POLLUTION CONTROL BOARD, ODISHA
[FOREST, ENVIRONMENT AND CLIMATE CHANGE DEPARTMENT, GOVERNMENT OF ODISHA]
Plot No. B-59/2 & B-59/3, Chandlake Industrial Estate, Patla, Po- KIIT, Bhubaneswar - 751024
Dist: Khordha, Odisha

Letter No. 467 /RO/MISC/07

Date: 20/2/25

To.

Smt. Rajalaxmi Pradhan, Proprietress
M/s. Thakur Flyash Bricks,
At: Plot No. 464, Utara Sasan, Po: Kausalyanganga,
PS: Dhauli, Bhubaneswar, Dist: Khordha

Sub: Application for grant of Consent to Establish/Operate for fly ash manufacturing unit - reg.

Ref: Your letter received on 18.02.2025.

Sir,

It is to inform you that as per the Order of the State Pollution Control Board, Odisha (vide No 8333/Ind-I-Con-1505, Dt. 11.7.2018), "the White Category of Industries (Non-polluting Industries) shall be exempted from obtaining Consent to Establish and Consent to Operate from State Pollution Control Board, Odisha".

Since you want to operate a fly ash bricks unit in the name of M/s. Thakur Flyash Bricks at Utara Sasan, Po: Kausalyanganga in Khordha district and the Fly ash bricks units have been categorized as "White Category Industry", so no Consent to Establish/Operate from the State Pollution Control Board, Odisha is further required.

However, the unit shall follow the general guidelines for best environmental management practices mentioned below:

1. The unit shall discharge domestic waste water into septic tank followed by soak pit constructed as per BIS specification,
2. Under no circumstances wastewater if any, shall be discharged outside the factory premises.
3. The unit shall provide dust suppression measures/water sprinkling arrangements at the raw material handling areas.
4. Solid waste generated from the unit shall be collected properly and shall be used for land filling inside the factory premises without causing any environmental problem.

True copy attested
Panchanan Paraj

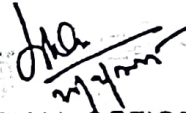
Asst. Collector,
Judicial Collectorate, Puri

..... Cont.... Page 2.....

.... Page 2....

5. The unit shall provide a stack of adequate height to the DG set. Height of the stack attached to Diesel Generator set shall be: $H = h + 0.2 \sqrt{KVA}$, where h = height of the roof where DG set shall be installed and KVA = capacity of the DG set
6. The unit shall make provision of an acoustic enclosure or by treating the room acoustically for the Diesel Generator set in order to control noise.
7. The ambient air quality at the boundary of the factory premises shall conform to the National Ambient Air Quality Standard i.e. Particulate Matter (size less than $10\mu m$) or PM_{10} $100 \mu g/m^3$; Particulate Matter (size less than $2.5\mu m$) or $PM_{2.5}$ $60 \mu g/m^3$.
8. A boundary wall of adequate height shall be provided around the plant premises with plantation along the boundary and vacant spaces within plant premises

Yours faithfully,



REGIONAL OFFICER

True copy attested
Anandanandan

Asst. Collector,
Judicial Collectorate, Puri

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

Original Application No. 10/2026/EZ

In re:

Sujata Biswal

... APPLICANTS

Versus

State of Odisha & Ors.

... RESPONDENTS

KNOW ALL to whom these presents shall come that I DIBYA JYOTI PARIDA, presently working as Collector & District Magistrate, Puri, of the above-named respondents do hereby appoint: -

Utkarsh Chandra, Advocate.

D/13059/2023

C-24, Nangal Dewat, Vasant Kunj, Sector - D,

Vasant Kunj, New Delhi, Delhi - 110070.

Mobile No. 8917347515; E-mail: chandra.utkarsh06@gmail.com

(Hereinafter called the advocate/s) to be my/ our Advocate in the above noted case and authorize him: -
To act, appear and plead in the above- noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.
To sign, file verify and present pleading, appeal cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.
To file and take back documents to admit and/ or deny the documents of opposite party.
To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
To take execution proceedings.
To deposit, draw and receive money, cheque, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think to do so and to sign the Power of Attorney on our behalf.
And I / We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/ our own acts, as if done by me/ us to all intents and purposes.
And I / We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.
And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.
And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.
IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 28 day of March 2026.
Accepted subject to the terms of fees.

Advocates: - Utkarsh
Utkarsh Chandra
D/13059/2023

Sanjay Kumar Singh
Sanjay Kumar Singh
D/842/97 (R)

Dibya Jyoti Parida
Client
COLLECTOR, PURI