

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

APPEAL NO. 09/2024/EZ

Chittaranjan Mohanta & Others

....**APPLICANTS**

Vrs.

Union of India & Others

....**RESPONDENTS**

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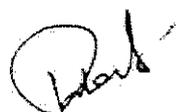
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Cuttack

Dt. 22.07.2025


 ADVOCATE FOR RESPONDENT NO.6
 PRONOY MOHANTY
 ENROLMENT NO.734/2016
 MOBILE NO.8658525777

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

APPEAL NO. 09/2024/EZ

Chittaranjan Mohanta & OthersAPPLICANTS

Vrs.

Union of India & OthersRESPONDENTS

**COUNTER AFFIDAVIT FILED ON BEHALF OF
RESPONDENT NO.6 (ODISHA INDUSTRIAL
INFRASTRUCTURE DEVELOPMENT CORPORATION)**

I, Ms. Sipra Sethy, aged about 55 years, D/o Late Sri Bhaskar Chandra Sethy, at present working as Land Officer, Odisha Industrial Infrastructure Development Corporation (IDCO), Janpath, Bhubaneswar, Dist- Khurda, do hereby solemnly affirm and state as follows:

1. That, I have been duly authorized to swear this affidavit on behalf of Respondent No.6 in this case.
2. That, I have gone through the contents of the original application and have understood the same. I am also otherwise acquainted with the facts of the case.
3. That, in the original application, the applicants have prayed for setting aside of the environment clearance letter dt.13.05.2024 granted in favour of KAI International Pvt. Ltd., on the basis of all misconceived facts and law, which are traversed in view of the averments made herein below, while in course of replying to the averments made in the appeal, in view of which the appeal is liable to be dismissed, being not sustainable in the eye of law.

Sipra Sethy
Land Officer
IDCO, Bhubaneswar

-X-

4. That, the Odisha Industrial Infrastructure Development Corporation (IDCO) is established under OIIDC Act, 1980 (Odisha Act I of 1981) for providing development of Industrial Infrastructure in the State for promotion of industries. The OP No.6 is a State owned Statutory Corporation and the object under the statute is to secure and assist rapid industrialization in the State. Its responsibilities include identification of land for industrial and facilitation to the entrepreneur to establish industry.
5. That, the averments made in Para-1 and 2 of the appeal, needs no reply.
6. That, in reply to the averments made in Para-3 of the Writ Petition, it is humbly submitted that, the State Level Single Window Clearance Authority (SLSWCA) in its 85th meeting held on 06.08.2019 had approved in principle the proposal of M/s KAI International Pvt. Ltd. to set up Iron Ore Beneficiation plant of 1.50 MTPA in phase-I with an investment of Rs.133.55 Crores and Pellet Plant of 1.20 MTPA in Phase-II with a investment of Rs.132.17 Crores at Village Raikela under Lahunipara Tahasil in the District of Sundargarh and IPICOL had recommended for allotment of Ac.135.00 of land for the proposed unit of M/s.KAI International Pvt. Ltd. Vide letter No.6797 dtd.17.09.2019 . Subsequently, the change of location of the project from Village Raikela to Village-Kapanda of Lahunipara Tahasil in the District of Sundargarh was in principle approved in 176th State Level Facilitation Cell (SLFC) meeting held on 27.01.2020 and intimated to IDCO vide letter No.311

Sipna Belling
Land Officer
IDCO, Bhubaneswar

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PRAJNVA KUMAR MOHANTY
Bhubaneswar, Odisha

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dtd.31.01.2020 of IPICOL. A copy of letter No.6797 dtd.17.09.2019 and Letter No.311 dtd.31.01.2020 is annexed herewith as Annexure-A/6 Series.

The land measuring Ac.217.67 in Village-Kapanda was earlier filed by IDCO under Land Bank vide this Office letter No.7900 dtd.13.04.2015 and revised requisition proposal for sanction of lease of Ac.135.00 was filed vide letter No.6005 dtd.19.03.2020 for subsequent allotment in favour of M/s.KAI International Pvt. Ltd. Copies of the Office Letter No.7900 dtd.13.04.2015 & Letter No.6005 dtd.19.03.2020 is annexed herewith as Annexure- B/6 & C/6 respectively.

The Collector, Sundargarh sanctioned lease of Govt land measuring Ac.117.00 in Village-Kapanda under Lahunipara Tahasil in favour of IDCO vide Letter No.45 dtd.07.01.2021. Copy of Letter No.45 dtd.07.01.2021 is annexed herewith as Annexure-D/6.

The client Company, M/s. KAI International Pvt. Ltd deposited total land cost Rs.15628532.00 & other dues with IDCO vide M.R. No.1550 dtd.05.11.19, M.R. No.8451 dtd.02.03.2020 & M.R. No.9698 dtd.03.02.21, as per fixation of land cost by CGM's Committee on dtd.21.01.2021. Copies of M.R. No. 1550 dtd.05.11.19, No.8451 dtd.02.03.2020 and 9698 dtd.03.02.21 & the minutes of the meeting of CGM's Committee held on 21.01.2021 is annexed herewith as Annexure-E/6 Series & Annexure-F/6 respectively.

Sri Pradipta Kumar Mohanti
Land Officer
IDCO, Bhubaneswar

[Handwritten Signature]

[Handwritten Signature]
PRADIPTA KUMAR MOHANTI,
Notary, Cuttack town
Regd.No-ON-04/1995

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Agreement to lease was executed between Collector, Sundargarh and IDCO vide lease Deed No.11722100160 dtd.08.03.2021 and possession of the Govt. land was handed over on dtd.05.04.2021 by Tahasildar, Lahunipara. Copies of the lease Deed No.11722100160 dtd.08.03.2021 and the Certificate of Possession of land dt.05.04.2021 are annexed herewith as Annexures-G/6 & H/6 respectively.

MD, IPICOL requested Divisional Forest Officer, Rourkela for enumeration of Tree vide letter Memo No.1115 dtd.12.04.2021. Divisional Forest Officer, Rourkela Forest Division vide Memo No.2742 dtd.19.04.2021 intimated to Range Officer, to submit details on the joint verification and tree enumeration in Govt. land measuring Ac.117.00 in Village-Kapanda of Lahunipara Tahasil. The copies of letter in Memo No.1115 dtd.12.04.2021 and letter in Memo No.2742 dtd.19.04.2021 is annexed herewith as Annexure-J/6 Series.

IDCO had intimated to Divisional Head, IDCO Rourkela Division vide letter No.7456 dtd.26.04.2021 to attend the Joint verification and Tree Enumeration work of aforesaid in the District of Sundargarh. Divisional Forest Officer, Rourkela has assessed cost of trees after joint verification and enumeration and requested to Tahasildar, Lahunipara to deposit Rs.57,07,036.00 vide letter No.3866 dtd.24.06.2021. Tahasildar, Lahunipara had requested IDCO to deposit the assessed amount as calculated by DFO, Rourkela vide Letter No.1270 dtd.25.06.2021. Copies of the Letter No.7456 dtd.26.04.2021, Letter No.3866

Gipha Selby
Land Officer
IDCO, Bhubaneswar

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PRADIP KUMAR MOHANTY,
Notary, Cuttack Town
Regd No-05-04/1995

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dtd.24.06.2021 & Letter No.1270 dtd.25.06.2021 are annexed herewith as Annexures-K/6, L/6 & M/6 respectively.

Accordingly, IDCO placed demand & requested to the client company to deposit Rs.62,77,740/- i.e. Rs.57,07,036.00 towards tree cost & Rs.5,70,704.00 towards IDCO's 10% Admn charges vide Letter No.11349 dtd.14.07.2021. Copy of the Letter No.11349 dtd.14.07.2021 is annexed herewith as Annexure-N/6.

Accordingly, the client company had deposited Rs.6277740/- vide M.R. No.691 dtd.15.07.2021. IDCO deposited Rs.4458255/- Rupees Forty Four Lakh Fifty Eight Thousand Two Hundred Fifty Five only) through demand draft bearing No.539202 dtd.02.08.21 towards payment of OWP Plantation (25 ha overlapping area 14.0987 @193738/-) & ANR plantation (100 ha (overlapping area 29.7029 @58126/-) in respect of Govt. land measuring Ac.117.00 in Village-Kapanda vide Letter No.12500 dtd.03.08.2021. IDCO deposited Rs.12,48,781/- (Rupees twelve lakh forty eight thousand seven hundred eighty one) only with Tahasildar, Lahunipara towards Royalty (5856) Nos. of trees vide Letter No.12506 dtd.03.08.2021. Copies of the M.R. No.691 dtd.15.07.2021, Letter No.12500 dtd.03.08.2021 & Letter No.12506 dtd.03.08.2021 are annexed herewith as Annexures- P/6, Q/6 & R/6 respectively.

That, in the mean time the Hon'ble National Green Tribunal (NGT) Eastern Zone Bench, Kolkata has passed

Sibha Selly
Land Officer
IDCO, Bhubaneswar



M
PRADIP KUMAR MOHANTI
Officer, Estate Town
Road No. 1, Bhubaneswar

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an Order dtd.08.10.2021 in connection to Original Application No.94//2021/EZ between Chittaranjan Mahanta and others Vrs State of Odisha & others that, no construction and felling of trees shall be made at the site in question i.e. (Khata No.118 (AJA) Plot No.1104/(P) and 1107/(P) by Respondent No.6, M/s.KAI International Private Limited including boundary wall etc. till all necessary clearances are granted by the MoEF & CC and other authorities till further order.

IDCO have allotted Govt. land measuring Ac.117.00 in Village-Kapanda under Lahunipara Tahasil in the District of Sundargarh in favour of M/s. KAI International Private Limited for establishment of industries i.e. setting up 1.5 MTPA Iron Ore Beneficiation Plant and 1.2 MTPA Pellet Plant at Village-Kapanda of Lahunipara Tahasil vide allotment letter No.12687 dtd.06.08.2021 & Corrigendum Letter No.13062 dtd.12.08.2021. A copy of letter No. 12687 dtd.06.08.2021 and Letter No.13062 dtd.12.08.2021 are annexed herewith as Annexure-S/6 Series.

As precondition to execution of Agreement to lease, IDCO requested to the client company M/s. KAI International Pvt. Ltd. to submit an undertaking to comply and obey to the above order of Hon'ble National Green Tribunal (NGT) Eastern Zone Bench, Kolkata vide its Office Letter No.23507 dtd.28.12.2021. Copy of the Letter No.23507 dtd.28.12.2021 is annexed herewith as Annexure-T/6.

Sipha Selthy
Land Officer
IDCO, Bhubaneswar

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PRADIPTA KUMAR MOMANTY
Notary, Cuttack Town
Regd No-DN-04/1995

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In response to IDCO letter No.23507 dtd.28.12.2021, the client company has submitted an under taking that they will not start any activity in allotted site until further orders. Copy of the Letter in submitting the undertaking dt.29.12.2021 is annexed herewith as Annexure-U/6.

IDCO has transferred the Govt. land measuring Ac.117.00 in Village-Kapanda under Lahunipara Tahasil in the District of Sundargarh through execution of Deed of Agreement vide document No.11722200143 dtd.12.04.2022. Copy of the document No.11722200143 dtd.12.04.2022 is annexed herewith as Annexure-V/6.

7. That, the averments made in Para-4 to 14 of the appeal, needs no reply.
8. That, in reply to the averments made in Para-15 of the appeal, it is humbly submitted that, the State level single window clearance authority(SLSWCA) in its 85th meeting held on 06.08.2019 had approved in principle the proposal of M/s.KAI International Pvt. Ltd. to set up Iron Ore Beneficiation plant of 1.50 MTPA in phase-I with an investment of Rs.133.55 crores and Pellet plant of 1.20 MTPA in Phase-II with a investment of Rs.132.17 crores at Village-Raikela under Lahunipara Tahasil in the district of Sundargarh and IPICOL had recommended for allotment of Ac.135.00 of land for the proposed unit of M/s KAI International Pvt. Ltd. Vide letter No.6797 dtd.17.09.2019 as submitted Annexure-A/6 at above. Subsequently, the change of location of the project from Village- Raikela to Village-Kapanda of Lahunipara Tahasil in the District of

Sri Pra-Selky
Land Officer
IDCO, Bhubaneswar

Pradyota Kumar Mohanti
PRADYOTA KUMAR MOHANTI
NOTARY, CUTTACK TOWN
REGD. NO.-ON-04/1995

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Sundargarh was in principle approved in 176th State Level Facilitation Cell (SLFC) meeting held on 27.01.2020 and intimated to IDCO vide letter No.311 dtd.31.01.2020 of IPICOL as submitted at Annexure-B/6 above. As per the recommendation of IPICOL, IDCO has filed revised requisition lease proposal of Ac.135.00 vide letter No.6005 dtd.19.03.2020.

9. That, in reply to the averments made in Para-16 of the appeal, it is humbly submitted that, the land measuring Ac.217.67 in Village-Kapanda was earlier filed by IDCO under Land Bank vide this Office letter No.7900 dtd.13.04.2015 as submitted Annexure-C/6 at above and revised requisition proposal for sanction of lease of Ac.135.00 was filed vide letter No.6005 dtd.19.03.2020 for subsequent allotment in favour of M/s.KAI International Pvt. Ltd. as submitted Annexure-D/6 at above. The Collector, Sundargarh sanctioned lease of Govt. land measuring Ac.117.00 in Village-Kapanda under Lahunipara Tahasil in favour of IDCO vide letter No.45 dtd.07.01.2021 as submitted Annexure-E/6 at above. The land measuring Ac.217.67 in Village-Kapanda was earlier filed by IDCO under Land Bank vide this Office letter No.7900 dtd.13.04.2015 as submitted Annexure-C/6 at above and revised requisition proposal for sanction of lease of Ac.135.00 was filed vide letter No.6005 dtd.19.03.2020 for subsequent allotment in favour of M/s.KAI International Pvt. Ltd. as submitted Annexure-D/6 at above.

S. Pradip Kumar Mohanty
Land Officer
IDCO, Bhubaneswar

M
PRADIP KUMAR MOHANTY
Officer, Cuttack Town
Bhubaneswar

Pradip Kumar Mohanty

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10. That, in reply to the averments made in Para-17 of the appeal, it is humbly submitted that, Odisha Industrial Infrastructure Development Corporation (IDCO) is established under OIIDC Act, 1980 (Odisha Act 1 of 1981) for providing development of Industrial Infrastructure in the State for promotion of industries. IDCO does the allotment of land in favour of industries only after getting recommendation from different level Single Window Clearance Authority and lease of land from District Administration.

11. That, in reply to the averments made in Para-18 of the appeal, it is humbly submitted that, although, IDCO had allotted Govt. land measuring Ac.117.00 in Village-Kapanda under Lahunipara Tahasil in the District of Sundargarh in favour of M/s.KAI International Pvt. Ltd. for establishment of industries i.e. setting up 1.5 MTPA Iron Ore Beneficiation Plant and 1.2 MTPA Pellet Plant after getting approval from the State Level Single Window Clearance Authority (SLSWCA) in its 85th meeting held on 06.08.2019 had approved in principle the proposal of M/s.KAI International Pvt. Ltd. to set up Iron Ore Beneficiation plant of 1.50 MTPA in phase-I with an investment of Rs.133.55 Crores and Pellet plant of 1.20 MTPA in Phase-II with a investment of Rs.132.17 crores at Village Raikela under Lahunipara Tahasil in the district of Sundargarh and IPICOL had recommended for allotment of Ac.135.00 of land for the proposed unit of M/s.KAI International Pvt. Ltd. Vide letter No.6797 dtd.17.09.2019

Dipankar
Land Officer
IDCO, Bhubaneswar

Pradipta

PRADIPTA KUMAR MORANI,
Bhubaneswar, Cuttack Town
Post No. 751-01/1995

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as submitted Annexure-A/6 at above. Subsequently, the change of location of the project from Village-Raikela to Village- Kapanda of Lahunipara Tahasil in the District of Sundargarh was in principle approved in 176th State Level Facilitation Cell (SLFC) meeting held on 27.01.2020 and intimated to IDCO vide Letter No.311 dtd.31.01.2020 of IPICOL as submitted Annexure-B/6 at above.

12. That, in reply to the averments made in Para-19 of the appeal, it is humbly submitted that, it is already mentioned in the recommendation of IPICOL, while replying the averments made in Para-3 of the appeal, and no where land reduction from 117 acres to 47 acres has been received by IDCO.

13. That, the averments made in Para-20 of the appeal, needs no reply.

14. That, in reply to the averments made in Para-21 of the appeal, it is humbly submitted that, as per Resolution No.31320 dtd.13.11.2015 of Govt. in Revenue & Disaster Management Department, Govt. of Odisha, when the land will be required by IDCO for development of infrastructure to be created for industries or for setting up an industry, necessary requisition will be filed by IDCO with Collector and the land reserved under Category-B shall be brought to Category-A by Collector for sanction of lease in favour of IDCO. Copy of the Resolution No.31320 dtd.13.11.2015 of Govt. in Revenue & Disaster Management Department, Govt. of Odisha is annexed herewith as Annexure-W/6.

Land Officer
IDCO, Bhubaneswar
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PRADIPTA KUNJAN MOHANTY
Notary, Cuttack Town
Regd. No. 001/2019

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15. That, the averments made in Para-22 of the appeal, needs no reply.
16. That, in reply to the averments made in Para-23 of the appeal, it is humbly submitted that, it is already mentioned in the recommendation of IPICOL while replying the averments made in Para-3 of the appeal, and no where land reduction from 117 acres to 47 acres has been received by IDCO.
17. That, the averments made in Para-24 to 51 of the appeal, needs no reply.
18. That from the aforesaid facts and circumstances, submissions and detail averments made herein above, it is clear that, the applicants have filed the present original application with ulterior motive by making all false and frivolous allegations, having no legs to stand and has not come in clean hands for having suppressed the real and relevant facts before this Hon'ble Tribunal. Thus, the appeal is liable to be dismissed with cost.
19. That, the rest of the averments which have not been specifically admitted in this affidavit, may be deemed to have been denied.
20. That, in view of the averments made, considering the facts and circumstances of the case, the appeal being devoid of any merit, is liable to be dismissed with exemplary cost, for filing such frivolous application and wasting the precious time of this Hon'ble Tribunal.

S. P. S. S. S.
Land Officer
IDCO, Bhubaneswar

Pradipta
Ad

M
PRAADIPTA KUNAR MOHANTY
J. No. 1, Cuttack Town
Bhubaneswar, Odisha-751001/1995

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19. That, the deponent craves leave of this Hon'ble Tribunal, to file any such further affidavit, if so required, in the course of hearing, for proper adjudication of the matter.

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

Identified by
[Signature]
Advocate

[Signature]
DEPONENT
Land Officer
IDCO, Bhubaneswar

[Handwritten signature]

[Signature]
PRADIPTA KUMAR MOHANTY
Notary, Cuttack Town
Recd. No-ON-09/1995

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VERIFICATION

I, Ms. Sipra Sethy, aged about 55 years, D/o Late Sri Bhaskar Chandra Sethy, at present working as Land Officer, Odisha Industrial Infrastructure Development Corporation (IDCO), Janpath, Bhubaneswar, Dist- Khurda, do hereby verify that the contents of the above affidavit are true to my knowledge, belief and materials on record, and nothing has been concealed there from.

Verified at Cuttack, on 22 day of July, 2025.

Sipra Sethy

VERIFICANT
Land Officer
IDCO, Bhubaneswar

CERTIFICATE

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

Cuttack.

Dt. 22.07.2025

Pronoy Mohanty

ADVOCATE

PRONoy MOHANTY

ENROLMENT NO.734/2016

MOBILE NO.8658525777



Solemnly sworn before
me by..... *Sipra Sethy*
being identified by..... *P. Mohanty*
at Cuttack Town Dated..... 22/07/2025 *Shrota*
22/07/2025
P.K. MOHANTY, Notary, Cuttack Town
Regd. No.-Or-94/1995

Annexure-A/B serial

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Date: 16/09/2019
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To,

The Chief General Manager (Land)
IDCO, Janpath
Bhubaneswar

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Sub: Allotment of land in favour of M/s. KAI International Pvt. Ltd to set up Iron Ore Beneficiation plant of 1.50 MTPA in Phase-I and Pellet Plant of 1.20 MTPA in Phase- II at village Raikela of Lahunipada Tahasil, Dist.Sundergarh.

Sir,

In inviting reference to the above subject, I am directed to inform you that the State Level Single Window Clearance Authority (SLSWCA) in its 85th meeting held on 06.08.2019 had approved in principle the proposal of M/s. KAI International Pvt. Ltd to set up Iron Ore Beneficiation plant of 1.50 MTPA in Phase-I with an investment of Rs. 133.55 crores and Pellet Plant of 1.20 MTPA in Phase- II with an investment of Rs. 132.17 crores at village Raikela of Lahunipada Tahasil, Dist-Sundergarh with a total investment of Rs. 265.72 Cr..

The company had applied 155 acres of land for the proposed project. However, SLFC (State Level Facilitation Cell) subcommittee assessed the land requirement to the extent of 135 acres referring to the benchmarking report available with IPICOL and SLFC in its 166th meeting held on 26.08.2019 has approved the same.

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In view of the above, it is recommended for allotment of 135 acres of land for the proposed unit of M/s KAI International Pvt. Ltd.

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The required documents for processing the above proposal are available in the GO-SWIFT portal. However the company may be asked to submit any additional documents if the same are not available in the GO-SWIFT site but essentially required for IDCO. The recommendation is subject to the following special terms and conditions in addition to the conditions of IDCO:

1. The company will clear arrear dues if any, of any Government Department before allotment of land for the project.
2. If construction work is not started within nine months from the date of possession, the lease shall be deemed to have been cancelled at the end of nine months period by IDCO. Further, if the land or any part of it is not utilized fully for the purpose for which it is sanctioned within two years, the same shall be reverted to Govt/IDCO free from all encumbrances.

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Industrial Promotion & Investment Corporation of Odisha Limited (IPICOL)
(A Government of Odisha Undertaking)
IPICOL House, Janpath, Bhubaneswar-751022, Odisha, India
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✉ cmd@investodisha.org, info@investodisha.org, www.investodisha.org
CIN: U65993OR19735GC000585. Toll Free No.: 18003457111

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ODISHA
 NEW OPPORTUNITIES

3. The acquisition/alienation/allotment of land should be made as per relevant Act/rules of Government.
4. The company has to obtain all statutory clearances/approvals for the 32 G2B services under the GO-SWIFT portal as mentioned in our letter communicated to the company vide IPICOL letter no. SJ/SLSWCA-217(2)/6467 dated 17.08.2019.
5. The company should strictly adhere to the terms and conditions as laid down in the SLSWCA approval letter communicated vide our letter No. SJ/SLSWCA-217(2)/6467 dated 17.08.2019.

Thanking you.

Yours faithfully,

(K.C. Mohanty)
 Chief General Manager (SLNA)

Memo no. _____

dt. 16/09/2019

Copy forwarded to the G.M (IDCO) & Member (SLFC), IPICOL for kind information and necessary action.

sdl-

Chief General Manager (SLNA)

Memo no. _____

dt. 16/09/2019

Copy to the Director, M/s KAI International Pvt. Ltd, Suresh Agarwal, CCC-23, Civil, Township, Rourkela, Dist.Sundargarh, Odisha-769004 for information and necessary action.

sdl-

Chief General Manager (SLNA)

Industrial Promotion & Investment Corporation of Odisha Limited (IPICOL)

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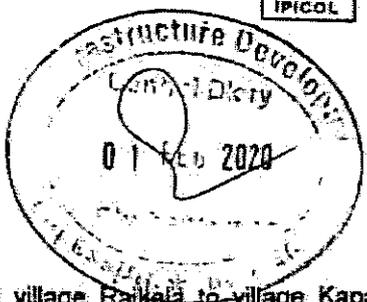


ODISHA
NEW OPPORTUNITIES

No. CGM/KAI/158/2019 / 311

Date: 31/01/2020

To
The Chief General Manager (Land)
IDCO, Janpath
Bhubaneswar



Sub: Change of Project location from village Raikela to village Kapanda of Lahunipada Tehasil, Dist- Sundargarh.

- Ref 1) CGM/KAI/158/2019/6797 dated 17.09.2019
- 2) Project change of location request letter of M/s KAI International dated 13.01.2019
- 3) Lahunipada Tehsildar letter no 80 dated 09 Jan, 2020

Sir,

This is with reference to the subject cited above, the State Level Single Window Clearance Authority (SLSWCA) has "in principle" approved the proposal of M/s. KAI International Pvt. Ltd for setting up Iron Ore Beneficiation plant of 1.50 MTPA in Phase-I with an investment of Rs. 133.55 crores and Pellet Plant of 1.20 MTPA in Phase- II with an investment of Rs. 132.17 crores at village Raikela of Lahunipada Tehasil, Dist. Sundergarh in its 85th meeting held on 06th Aug, 2019. The company had requested the requirement of 155 acres land, identified from GOPLUS portal at village Raikela of Lahunipada Tehasil, Dist. Sundergarh for the proposed project. The SLFC sub-committee assessed the land requirement to the extent of 135 acres referring the benchmarking report and approved in its 166th SLFC meeting held on 26th Aug, 2019. This was communicated to IDCO vide letter number CGM/KAI/158/2019/6797 for land allotment.

111
3/2/20

Lahunipada Tehsildar vide letter no 80 dated 09 Jan, 2020 informed that, there is no Govt road connecting to the plot and the land is covered with hills. Therefore, the company vide its letter dated 13th Jan, 2020 has requested to change the project location from village Raikela to village Kapanda, Tehasil- Lahunipada, as the said land is not feasible for the project. The company has further identified the land from GOPLUS portal and requested Kapanda land parcel available in Land bank of Tehasil- Lahunipada, District- Sundergarh.

430/L
1/2/20

The proposal of the company for change of location from from village Raikela to village Kapanda, Tehasil- Lahunipada, is in principle approved in 176th State Level Facilitation Cell (SLFC) meeting held on 27.01.2020. The land scheduled of the proposed land along with the 176th SLFC MoM enclosed for reference. Hence you are requested to allocate the land in favour of M/s KAI International Pvt. Ltd of 135 acres in Kapanda village.

Thanking you.

Yours faithfully,

(K.C. Mohanty) 31/01/2020
Chief General Manager (SLNA)

430/L
03/02/20

Industrial Promotion & Investment Corporation of Odisha Limited (IPICOL)
(A Government of Odisha Undertaking)
IPICOL House, Janpath, Bhubaneswar-751022, Odisha, India
☎ +91-674-2542601-03, 2542605-06 ☎ +91-674-2543766
✉ chairman@investodisha.org. ● www.investodisha.org
CIN: U65993OR1973SGC000585, Toll Free No.: 18003457111



²⁹
ODISHA
 NEW OPPORTUNITIES

dt. 31/01/2020

Memo no. _____

Copy forwarded to the G.M (IDCO) & Member (SLFC), IPICOL for kind information and necessary action.

[Signature]
 31/01/2020
 Chief General Manager (SLNA)

Memo no. _____

dt. 31/01/2020

Copy to the Director, M/s KAI International Pvt. Ltd, Suresh Agarwal, CCC-23, Civil, Township, Rourkela, Dist.Sundargarh,Odisha-769004 for information and necessary action.

[Signature]
 31/01/2020
 Chief General Manager (SLNA)

[Handwritten signature]
[Handwritten signature]

Industrial Promotion & Investment Corporation of Odisha Limited (IPICOL)
 [A Government of Odisha Undertaking]
 IPICOL House, Janpath, Bhubaneswar-751022, Odisha, India
 ☎ +91-674-2542601-03, 2542605-06 ☎ +91-674-2543766
 ■ chairman@investodisha.org, ● www.investodisha.org
 CIN: U65993OR1973SGC000585, Toll Free No.: 18003457111

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66

Orissa Industrial Infrastructure Development Corporation
 (A Government of Orissa Undertaking)
 IDCO Towers, Janpath, Bhubaneswar - 751022, Orissa, India
 Phones: (0674) 2542784, 2540820, Fax: 2542 936
 Email: mda@idcoindia.com



ISO 9001 & 14001
 CORPORATION

IDCO:HO:P&A:LAE:NO.6734/2015/ **7900** Date: 13.04.2015

To
 The Tahasildar,
 Lahunipada, District - Sundargarh

Sub: Lease of government land, under Lahunipada Tahasil, in the district of Sundargarh, under Land Bank Scheme.

Ref: Lr.No.10850, Dt.07.04.2015 of Government of Odisha in Revenue & Disaster Management Department.

Sir,
 With reference to the subject cited above, I am directed to furnish herewith the revised application in Form No.1-A, for the following government land measuring Ac.685.960 under Lahunipada Tahasil, in the district of Sundargarh as delineated in the enclosed land plan and detailed in the land schedule is required for establishment of Industries.

Name of the District	Name of the Tahasil	Name of the village	Area (in Ac.)
Sundargarh	Lahunipada	Ghusuriposh	128.77
Sundargarh	Lahunipada	Kapanda	168.67
Sundargarh	Lahunipada	Kapanda	49.000
Sundargarh	Lahunipada	Lauposh	72.72
Sundargarh	Lahunipada	Raikela	141.74
Sundargarh	Lahunipada	Thiaberna	65.940
Sundargarh	Lahunipada	Thiaberna	59.120
Sundargarh	Lahunipada	Total	Ac.685.960

You are therefore requested to kindly process the lease proposal under the OGLS Act & Rules so as to make the land available to us at the earliest possible time.
 An early action in the matter will be highly appreciated.

Yours faithfully,
 [Signature]
 Land Officer
 IDCO : Bhubaneswar

- Encl:
 1. Land Plan 01 copy (soft copy)
 2. Land schedule 01 copy (soft copy)
 3. Form No.1 01 copy (soft copy)

Memo No. **7907** / Date **13.04.15**
 Copy submitted to Additional Secretary to Government, Revenue & Disaster Management Department / Additional Secretary to Government, Industries Department / District Magistrate & Collector, Sundargarh for kind information and necessary action.

[Signature]
 Land Officer
 IDCO : Bhubaneswar

Memo No. **7902** / Date **13.04.15**
 Copy submitted to Divisional Head, IDCO Rourkela for kind information and necessary action. He is requested to pursue the matter at Tahasildar level & to deposit & affix the required court fee and demarcation fees etc. in the office of the Tahasildar, Lahunipada.

[Signature]
 Land Officer
 IDCO : Bhubaneswar

[Signature]

Smt Hemabanti Patra, OAS(JB)
Land Officer



ODISHA
NEW OPPORTUNITIES

IDCO:HO:P&A:LAE:NO-7751/2019-20

6005.

Date: 19.03.2020

To

The Tahasildar,
Lahunipada, Dist- Sundargarh.

Sub:- Proposal for revised filing requisition for alienation of Govt land measuring **Ac.135.00 in village-Kapanda** under Lahunipada Tahasil in the District of Sundargarh

Ref:- i) Letter No.1085 dtd.07.04.2015 Govt. In R & DM Deptt.
ii) Letter no.31320 dtd.13.11.2015 Govt In R & D.M. Deptt.
iii) This office letter no.7900 dt.13.04.2015

Sir,

In inviting a reference to the subject cited above, I am directed to furnish herewith the application in Form No.1-A, land schedule & map for lease of Govt land measuring area of **Ac.135.00 in village-Kapanda** under Lahunipada Tahasil in the District of Sundargarh as delineated in the enclosed village land schedules. The applied said land has been categorized as **Category-'A'** land under Land Bank Scheme for establishment of industries and allied activities.

You are therefore, requested to kindly process the lease proposal so as to make the land available to us at the earliest.

Yours faithfully,

End. As above.

1. Land Schedule - 4 copies each
2. Land Plant in tracing cloth - 4 copies each
3. Form No.1-A - 4 copies each.

19/03/2020
Land Officer
IDCO, Bhubaneswar

Memo No. 6006 / Date: 19.03.2020

Copy submitted to Additional Secretary to Govt. Revenue & D.M. Department/Additional Secretary to Govt., Industries Department/District Magistrate & Collector, Sundargarh/Divisional Head, IDCO, Rourkela Division for kind information and necessary action.

19/03/2020
Land Officer

Memo No. 6007 / Date: 19.03.2020

Copy forwarded to M/s. KAI International Pvt Limited, Suresh Agarwal, CCC-23, Civil Township, Rourkela, Dist-Sundargarh, Odisha - 769004 for Information & necessary action.

19/03/2020
Land Officer

OK

Odisha Industrial Infrastructure Development Corporation
(A Government of Odisha Undertaking)
IDCO, Land Division, IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha, INDIA
☎ +91-0674 2544180, 2540820 | Fax: 2542956 / 2541982
✉ oimland@idco.in / wshanta.mohanty@idco.in | www.idco.in

Approved
[Signature]



OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, SUNDARGARH

ORDER No. 45 (REVENUE SECTION)

In exercise of the power conferred on me under Rule 11 of the OGLS Rules XVI-137/2020 Dt. 7-1-2021

1983, as per Notification No. 46106/ RDM, 04.12.2013 of Revenue & Disaster Management Department, Lease of Government land measuring Ac 117.00 dec. as per Land Schedule given below in Village Kapanda under Lahuni para Tehsil is hereby sanctioned in favour of Chief General Manager (Land), IDCO, Bhubaneswar for the purpose of establishment of Industries and allied activities subject to the terms and conditions and payment of premium, Ground rent, Cess and Incidental Charges as mentioned below:

LAND SCHEDULE

Village	Khata No.	Plot No.	Kisam	Area in Ac.
Kapanda	118/AJA	1104/P	Palit	86.00
		1107/P	Palit	31.00
			Total	117.00

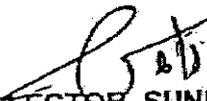
Terms & Conditions

1. The Lessee shall have only the surface right over the land.
2. The demised land will be utilized for the purpose for which it is alienated only after displacement of the entire village and not diverted /transferred in favour of any individual or others for any purpose other than for which it is alienated.
3. The land or any portion thereof shall be reverted to Government in Revenue & Disaster Management Department free from all encumbrances and without payment of any cost thereof in case the same is not utilized for the purpose for which it is alienated.
4. The Lessee shall get the lease deed executed and registered at its own cost within six months from the date of issue of this order failing which the sanction order will cease to operate.
5. The Lessee shall mark the boundaries of the demised land and keep the same free from encroachments.
6. The premium of the demised land for an amount of Rs.1,17,00,000.00 (Rupees One Crore seventeen Lakh) only at the rate of Rs.1,00,000.00 per acre as prescribed in the Industrial Policy Resolution- 2015 of Government issued in the Industries Department Resolution No.5700/1 -XIV-HI-111/2014 Dated.24.08.2015. As per Revenue Deptt. Letter No.25013/R. DL02.07.2004, if the Govt. land leased out to the IDCO is sub-leased by the IDCO to private entrepreneur/ Individuals/ Industrialists and the sub-lessee pay the full premium to IDCO, the IDCO shall deposit the full premium to the Govt. in Revenue and Disaster Management Department.
7. The Annual Ground rent for an amount of Rs. 1,17,000.00 (Rupees One lakh seventeen thousand) only @ 1% of the premium, Cess of Rs.87,750.00 (Rupees Eighty-seven thousand seven hundred fifty) only @ 75% of ground rent and Incidental charges amounting to Rs.11,70,000.00 (Rupees Eleven Lakh seventy thousand) only @ 10% of Premium as per Notification No. 46106/RDM dated 4.12.2013 and the G.O of Revenue Department stated above will be paid by the Lessee from the date from which the sanction is accorded in its favour till the land or portion and / or

- 21 -

structures, if any, constructed thereon is transferred/ allotted / given on hire in favour of any intending industrial entrepreneur, or utilized by the Lessee itself for the purpose for which the land is / are taken. From the date of transfer / allotment / giving on hire of the demised land or any portion thereof and / or building / shed, if any, constructed thereon in favour of any industrial entrepreneur or utilization of the land or any portion thereof by the Lessee, itself for the purpose for which it is alienated the annual ground rent will be realized at the rate of ten percent of the said premium.

8. The Lessee will intimate to the concerned Tehsildar and the undersigned if any portion thereof and / giving on hire of the demised land or any portion thereof and/ or building / sheds constructed thereon or utilization of the land and / or buildings / sheds constructed thereon by itself for the purpose for which it is alienated for charging of the rent at the enhanced rate as stated above.
9. The forest growth should not be disposed off without final payment of forest royalty of Rs. 3,52,739 and clearance of D.F.O., Sundargarh
10. Infringement of any of these conditions and the terms and conditions provided in the lease deed will amount to violation of the terms and conditions of the lease and thereon the demised land shall revert back to Government in Revenue Department free from all encumbrances and without payment of any compensation either for the land or for the structures erected thereon and for the improvement which might have been made to it.


COLLECTOR, SUNDARGARH

Memo No. 46 Dt. 7-1-2021

Copy forwarded to the Joint Secretary to Govt., Revenue & Disaster Management Department, Odisha, Bhubaneswar/ Secretary, Board of Revenue, Odisha, Cuttack/ Secretary to RDC (ND), Sambalpur for favour of information and necessary action.


COLLECTOR, SUNDARGARH

Memo No. 47 Dt. 7-1-2021

Copy to the Tehsildar, Lahuni para for information and necessary action. The lease case record No. 01/2020 is sent here with the receipt of which may please be acknowledged.

Copy to Land Officer, IDCO, Bhubaneswar for information and necessary action.

Copy to the Sub-Collector, Bonal for information and necessary action.

Copy to Guard File.


COLLECTOR, SUNDARGARH

For Attached
Deputy
SA



Odisha Industrial Infrastructure Development Corporation
IDCO Tower, Janpath, Bhubaneswar - 22

Incorporated under the Orissa Industrial Infrastructure Development Corporation Act, 1980 (Orissa Act, 1 of 1981)

Division : HO (01)

MONEY RECEIPT

ORIGINAL

M.R. No. : 1550
 Received From : 10476 | KAI INTERNATIONAL PRIVATE LIMITED, Rourkela, ODISHA
 Amount (Rs.) : 59,000.00
 Towards : Amount received against IDCO Admin charges vide file No- LAE7751/19 N/03

M.R. Date : 05/11/2019
 Receipt Mode : BANK
 (Rupees Fifty Nine Thousand only)

INSTRUMENT DETAILS

Instr. Type	Instr. No	Amount (Rs.)	Instr. Date	Drawn On Bank
DD	022990	59,000.00	14/10/2019	HDFC Bank Ltd.

TRANSACTION DETAILS

Account Code & Name	Project Code & Name	Work Code & Name	Debit (Rs.)	Credit (Rs.)
308012 LIAB. FOR-G S T INCLUDING CESS (OUTPUT SERVICE)	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	0.00	9,000.00
302009 ADVANCE AGAINST IDCO ADMN. CHARGES	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	0.00	50,000.00
Total Amount :			0.00	59,000.00

Note : Cheques are subject to Realization.
 Receipt towards processing fees are not refundable.

Cashier / Accountant


 Officer in-Charge 07/11/19

Received original M.R


 11/11/2019
 For KAI International



- 28 -

Odisha Industrial Infrastructure Development Corporation

IDCO Tower, Janpath, Bhubaneswar - 22

45

Incorporated under the Orissa Industrial Infrastructure Development Corporation Act, 1980 (Orissa Act, 1 of 1981)

Division : HO (01)

MONEY RECEIPT

ORIGINAL

M.R. No. : 8451
 Received From : 10476 | KAI INTERNATIONAL PRIVATE LIMITED, Rourkela, ODISHA
 Amount (Rs.) : 15,34,000.00
 Towards : Amount received against IDCO Admin charges vide file No- LAE-7751/19 N/10

M.R. Date : 02/03/2020
 Receipt Mode : BANK
 (Rupees Fifteen Lakh Thirty Four Thousand only)

INSTRUMENT DETAILS

Instr. Type	Instr. No	Amount (Rs.)	Instr. Date	Drawn On Bank
RTGS	.11RTGS	15,34,000.00	20/02/2020	State Bank of India

TRANSACTION DETAILS

Account Code & Name	Project Code & Name	Work Code & Name	Debit (Rs.)	Credit (Rs.)
308012 LIAB. FOR-GST INCLUDING CESS (OUTPUT SERVICE)	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	0.00	2,34,000.00
302009 ADVANCE AGAINST IDCO ADMN. CHARGES	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	0.00	13,00,000.00
Total Amount :			0.00	15,34,000.00

Note : Cheques are subject to Realization.
 Receipt towards processing fees are not refundable.

Cashier / Accountant

Officer in-Charge

[Signature]
 03.03.2020

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103

Minutes of the meeting of Chief General Managers Committee held on dtd.21.01.2021 for fixation of land Rate for purpose of establishment of Industry & allied activities under category-A of Land Bank Scheme In the district of Sundargarh.

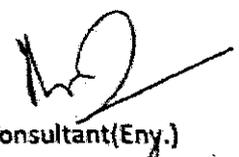
A meeting was held in the Conference Hall of IDCO for fixation of the rate of the land available with IDCO under Lahunipara Tahasil of Sundargarh District. IDCO had filed lease proposal with Tahasilidar, Lahunipara for Ac.135.00 under Category-'A' of Land Bank in village-Kapanda. Collector, sundargarh has been pleased to sanction lease of Govt land measuring Ac.117.00 in village-Kapanda under Lahunipara Tahasil of Sundargarh District. Now the total land patch measuring Ac.117.00 is proposed to be allotted in favour of M/s: KAI International Pvt. Ltd to set up Iron Ore Beneficiation plant of 1.50 MTPA in Phase-I and Pellet Plant of 1.20 MTPA Phase-II at Kapanda vaillage of Lahunipada Tahasil in the district of Sunargarh. As per the provision in Clause No.9 of the Land Regulation of IDCO 2016, the land rate is required to be fixed at IDCO Level through the CGM's committee. As per the provision in Clause No.4 of the Land Regulation, IDCO can allot land with or without any planning and development as the case may be over the land. The calculation sheet has been annexed for reference.

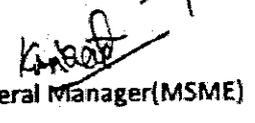
Considering the above, the Committee unanimously resolved to fix the Basic Land Rate for allotment of land without any development under Category-'A' of Land Bank scheme in the district of Sundargarh for the purpose of establishment of Industry at the cost of Rs. 133577.00/- (Rupees one lakh thirty three thousand five hundred seventy seven) only per acre of the available land under Lahunipara Tahasil in the District of Sundargarh. Besides the, land allottee will pay the Annual Rent and other dues of IDCO as fixed, from time to time. In case IDCO develop the area into an Industrial Estate with provision of Infrastructure, the Project proponent will have to pay the differential cost of the land as applicable for the same.

The concerned Section will place the matter in the next meeting of Board of Directors of IDCO for approval of the land rate.


Chief General Manager(Land)


Chief General Manager(Fin.)


Consultant(Eny.)


Chief General Manager(MSME)


Chief General Manager(P&C)

102

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LAND COST FIXATION FOR GOVERNMENT LAND / LAND BANK AREA		
AREA (In Ac.):		117.00
RATE / ACRE AS PER IPR - 2015		1.00 lakh
VILLAGE:		Kapanda
TAHASIL:		Lahunipara
DISTRICT		Sundargarh
Sl.No	Particulars	Amount in Rs.
1	Land Premium	11700000.00
2	Structure / Tree Cost	NA
3	Incidental Charges of Collector @ 10% of land Premium (on Sl.No.1)	1170000.00
4	Court fee & Demarcation/Application fee	450.00
5	Proclamation Fee	50.00
6	Ground Rent @ 1% of land cost (on Sl No.1)	117000.00
7	Cess @ 75% on Ground Rent (On Sl No.6)	87750.00
8	Any other	NA
9	Registration charges 2% & user Fee (Sl No.1+Sl No.2+Sl No.3)+ 4 times (Ground Rent + Cess)	274780.00
10	Survey and Demarcation Expenses	175500.00
11	Legal & Misc. Expenses	200000.00
12	Development Cost @ Lakh/Acre	NA
	Total	13725530.00
11	Land Cost / per Acre	117312.00
12	IDCO Admin Charges @ 10% (on / per Acre land cost)	11731.00
13	Annual Rent @ 1.75% (on / per Acre land cost)	2053.00
14	GST @ 18% on IDCO Admin Charges & Annual Rent (on Sl. No.14 & 15)	2481.00
	Total per acre	133577.00

P.C. Approved
 [Signature]
 Date

1722100162

11722100160

- 27 -

freepaid

Rs. 273780/-
4/6 250/-

Rs. 274030/-

Registration 11722100160
I.D. No. 11722100160
Document No. Valade 9
Book No. 27
Dated 08/03/2015 Day of March 2015
Registering Officer 8/3/21



LAND OFFICER
IDCO, BHUBANESWAR



162
In pursuance of Order No.29850/RDM
dtd.19.10.2015 & No. 33654/RDM,
Dt.04.12.2015 of Revenue & Disaster
Management Department, I recommend for
full exemption of stamp duty under IPR-
2015 vide Resolution No.5700/1-
Dt.24.08.2015

Seligh

Chairman-Cum-Managing Director,
IDCO, Bhubaneswar

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

This DEED made on this 07th day March of Two
thousand Twenty one BETWEEN THE GOVERNOR of Odisha,
represented through the Collector, SUNDARGARH
(hereinafter referred to as "The State Government which
expression shall, unless excluded or repugnant to the context
include, its successors, assignees and representatives) of the
ONE PART.

[Signature]
COLLECTOR
SUNDARGARH

[Signature]
LAND OFFICER
IDCO, BHUBANESWAR

- 28 -



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(a) Fees Paid : AS(a)-273780 ,, User Charges-250 ,Total 274030

Date: 08/03/2021

[Signature]
Signature of Registering officer
Sub-Registrar
Bonai

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar BANEI between the hours of 10:00 AM and 1:30 PM on the 08/03/2021 by COLLECTOR SUNDARGARH(GOVT) , son/daughter/wife of of SUNDARGARH , by caste , profession and figure



Signature of Presenter / Date: 08/03/2021

[Signature]
Signature of Registering officer.
Sub-Registrar
Bonai

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
COLLECTOR SUNDARGARH (GOVT)	Execution By COLLECTOR SUNDARGARH (GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By COLLECTOR SUNDARGARH (GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By COLLECTOR SUNDARGARH (GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by Signature of the Registering officer	—

2

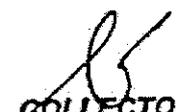
- 29 -

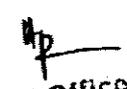
AND

The Odisha Industrial Infrastructure Development Corporation established under the Odisha Industrial Infrastructure Development Corporation Act, 1980 (Odisha Act 1 of 1981) and having its office at IDCO Towers, Janpath, Sahaldnagar, Bhubaneswar-22, represented through the Land Officer, **IDCO Bhubaneswar** (hereinafter called "the Corporation" which expression shall, unless excluded or repugnant to the context, include its successors, assignees and representatives of the **OTHER PART**

WITNESSETH as follows:

1. The Corporation has been established as a statutory Corporation having as one of its principal objects of rapid Industrialization of the State of Odisha and the State Government have decided to place the Government land at the disposal of the Corporation for setting up Industries, Industrial Areas and Industrial Estates and for development of all types of Industries and providing facilities connected with Industrialization of the State.
2. (I) In pursuance of the sanction contained in the Collector's letter no.45 dated the 7th day of Jan.- 2021 and corrigendum order no.639 dtd.20.01.2021 & letter no.94 dtd.11.01.2021 of Tahasildar addressed to the Corporation and in consideration of the premium and rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained, the State Government hereby demises to the Corporation all the Government land measuring **Ac.117.00** approximately and more particularly described in the Schedule hereunder written (hereinafter referred to as "the demised land")


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

3

JLV

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(ii) **TO HOLD** the said demised land to the corporation from the 07.01.2021 for the terms of NINETY NINE YEARS PAYING therefor a total premium of Rs.11700000/- Annual Ground Rent 1% of premium - Rs.117000/-, Cess @ 75% of Ground Rent - Rs.87750/- & Incidental Charges 10 % of the premium - Rs.1170000/- In respect of Ac.117.00 Acres of land to be used for Industrial purposes as shown in the Schedule of property and delineated in the map having the boundary in red but excluding the area specified as such in the Schedule.

(iii) The payment of premium shall be made and monitored by Industries Department by the end of a financial year in accordance with the procedure prescribed by the Government.

(iv) The rent shall be payable at the rate of 1(one) percent of the area rate. Besides the above rent, cost of trees standing on the demised land as assessed by the competent authority shall also be payable. The rent shall be paid in advance on the 2nd day of January each year to the Collector of **Sundargarh District**.

(v) The state Government reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the deed and the Corporation shall have the surface right over the land.

(vi) The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the deed.

PROVIDED THAT the Corporation paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

term without any unlawful interruption by the lessor or by any person whatsoever, provided that the rent hereby reserved shall be subject to revision at each settlement to coincide with the settlement of rent on agricultural lands in the area or at such other interval as may be ordered by Government.

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

(i) That, the Corporation shall, during the term hereby granted, pay to the State Government the yearly rent hereby reserved on the days and in the manner herein before specified.

(ii) That, the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other officer authorised by him in this behalf.

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

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

(i) That, the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and conditions herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.

(ii) That, at the expiry of the term of ninety-nine years hereby reserved the State Government shall, upon request by


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

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the Corporation, consider a renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may, at the time of such renewal, be mutually agreed upon between the State Government and the Corporation.

(iii) That, the Corporation shall be competent to develop the demised land and provide therein infrastructure for small, medium and large industries:

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

(iv) That, the Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

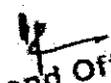
(v) That, the Corporation shall be competent to allot, issue licence and lease the demised land in accordance with the regulations made under the Odisha Industrial Infrastructure Development Corporation Act, 1980.

(vi) That, the Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.

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

(viii) That, the Corporation shall be competent to accord permission to the allottee or lessee to create mortgage in accordance with the principles laid down by the State Government by a general or a special order for such purpose,


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

6 - 32 -

as and when required by the said allottee or lessee from time to time in respect of the demised/allotted property i.e. land, shed etc. for securing loan for implementation of the project:

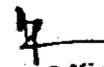
PROVIDED HOWEVER that at any point of time, the permission so issued by the Corporation shall be confined for creation of a specific mortgage by the allottee or lessee with any individual financier or consortium of financiers for the said patch of demised land and there can be no multiple mortgages with a single permission issued by the Corporation.

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

(i) That, if the said annual rent hereby reserved or any part thereof shall, at any time, be in arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not or if the Corporation shall go into liquidation except for the purpose of reconstruction or amalgamation), then and in any such case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation herein before contained.

(ii) That, upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Government shall be entitled to re-enter and take possession of the demised land and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks:


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

7

- 3A -

PROVIDED THAT before such re-entry the State Government shall give to the Corporation written notice of its intention so to do and the Corporation shall have the right to remedy the breach or non-observance complained of within three months from the date of such notice in which event the State Government shall not be entitled to re-enter and take possession:

PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever for the demised land or the building and other structures erected thereon and the materials thereof as well as the stores and stocks, but shall be at liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

(iii) That, any demand for payment or notices required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the post.


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

- 35 -

(iv) That, should the demised land or any part thereof be at any time required by the State Government for any purpose declared by the State Government to be a public purpose, the State Government shall be entitled to resume the same on giving 6(six) months notice in writing and on the expiry of the said period may, through any officer or person authorized by the State Government in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon:

PROVIDED that unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided:

PROVIDED FURTHER that in case of such re-entry, the Corporation shall be entitled to compensation for building/s or other structure/s erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the present market value of the buildings and other structures erected thereon:

PROVIDED ALSO THAT in case of any dispute as to the amount of compensation fixed by the Collector, the Corporation shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and binding on the parties.


COLLECTOR
SUNDARGARH


Land Officer,
IDCO, Bhubaneswar

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THE SCHEDULE OF PROPERTY ABOVE REFERRED TO

Name of the Village	:	Kapanda
Name of the P.S. & P.S.No	:	Gurundia, No.77
Tahasil	:	Lahunipara
District	:	Sundargarh

Khata No.	Plot No.	Total Area in Acres.	Proposed area in Ac	Kissam
118	1104(P)	99.00	86.00	Patita
	1107(P)	68.75	31.00	Patita
TOTAL =		167.75	117.00	

N. 2020

IN WITNES WHEREOF, THE parties hereto have put their hands and seals the day and year first above written.

In the presence of witnesses:

- (1) Name - *Radhakant Mahapatra*
Address - *So. Revenue Section*
Collectorate, Sundargarh
- (2) Name - *Arunima Choudhary*
Address - *Revenue Section,*
Collectorate, Jajpur

[Signature]
COLLECTOR
SUNDARGARH
Signature of the Officer
acting in the premises for and on
behalf of the Governor of Odisha

In the presence of witnesses:

- (1) Name - *Jitendra Kumar*
Address - *87/10, Korumia*
Division, Office
- (2) Name - *Priyanka Jena*
Address - *IDCO, BBSR*

[Signature]
Signature of the Person/
Persons acting in the premises for
and on behalf of the Corporation
Land Officer,
IDCO, Bhubaneswar

- X -

IDCO
BHUBANESWAR
THROUGH THE
LAND OFFICER
HEMABANTI
PATRA



242573002

08-Mar-2021

Identified by **JITENDRA GOUDA** Son/Wife of **KHADU GOUDA** of **HIRAKUD SAMBALPUR SAMBALPUR** by profession Cultivation

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
JITENDRA GOUDA			Jitendra Gouda	08-Mar-2021

Date: 08/03/2021

Signature of Registering officer

Endorsement of certificate of registration under section 60 Sub-Registrar.

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

Book Number : 1 || Volume Number : 4

Document Number : 11722100160

For the year : 2021

Seal :

Date: 08/03/2021

Print

Signature of Registering officer

Sub-Registrar
Banei



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CERTIFICATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES IN FAVOUR
OF WHOM THE LAND HAS BEEN SANCTIONED

Certified that on this 5th day of April 2021 handed over the possession of Government Land measuring an area of Ac. 117 (Acre one hundred and seventeen) in village Kapanda under Lahunipara Tahasil, District: Sundargarh to the Divisional Forest royalty/ Tree royalty after the Joint verification and tree enumeration of the same for the scheduled land. The schedule of land has been alienated in favour of Chief General Manager (Land), IDCO, Bhubaneswar, for the purpose of establishment of Industries and Allied Activities vide lease case no. 01/2020, is furnished below.

[Signature]
Tahasildar
Lahunipara

CERTIFICATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES IN FAVOUR
OF WHOM THE LAND HAS BEEN SANCTIONED

Certified that on this 5th day of April 2021 taken over the possession of Government Land measuring an area of Ac. 117 (Acre one hundred and seventeen) in village Kapanda under Lahunipara Tahasil, District: Sundargarh from the Tahasildar, Lahunipara on behalf of Chief General Manager, IDCO, Bhubaneswar subject to the realisation of Forest royalty/ Tree royalty after the Joint verification and tree enumeration of the same for the scheduled land.

[Signature]
05.04.21

LAND SCHEDULE

Tahasil: Lahunipara

District : Sundargarh

Divisional Head
IDCO Rourkela Division
Rourkela

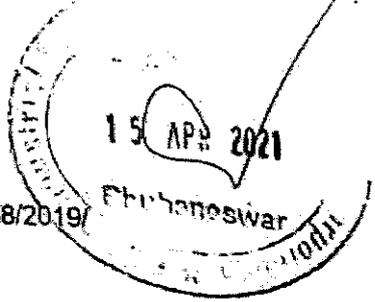
Village	Khata no.	Plot No.	Kissam	Area in acre
Kapanda	118/AJA	1104/p	Patit	86.00
		1107/p	Patit	31.00
			Total	117.00

[Signature]
P.C. Butekhal
Rourkela

Annexure - I/series

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ISS of 6782
15-4-21



Date: 12/04/2021

No. CGM/KAI/158/2019/

Bhubaneswar

To

Divisional Forest Officer, Rourkela

Sub: Submission of Tree Enumeration Report- KAI International Pvt Ltd- Proposed Beneficiation and Pellet plant project at village Kapanda of Lahunipada Tehasil, Dist- Sundargarh.

- Ref 1) CGM/KAI/158/2019/6797 dated 17.09.2019
- 2) Status report submitted by M/s KAI International dated 10.04.2021

Sir,

This is with reference to the subject cited above, the State Level Single Window Clearance Authority (SLSWCA) has "in principle" approved the proposal of M/s. KAI International Pvt. Ltd for setting up 1.5 MTPA Iron Ore Beneficiation plant and 1.2 MTPA Pellet Plant at village Kapanda of Lahunipada Tehasil, Dist. Sundergarh in its 85th meeting held on 06th Aug, 2019. IPICOL had recommended 135 acres of the land for the proposed project and accordingly IDCO has filled for land acquisition with the district administration.

The Tahasildar, Lahunipara has handed over possession of the Govt. Land in favor of IDCO on Dt. 05.04.2021 subject to payment of Forest Royalty on and after demand letter issued by Divisional Forest Officer, Rourkela. The Tahasildar, Lahunipara has issued letter No 486 Dt. 04.03.2021 to Divisional Forest Officer, Rourkela for Tree enumeration. The tree enumeration report is pending with the Divisional Forest Officer, Rourkela.

The project is listed in the XII phase of Ground breaking ceremony by Hon'ble Chief Minister, Odisha in the last week of April 2021. In view of the above, request you to complete the Tree enumeration on the proposed project site and submit the report to Tahasildar, Lahunipara for further process.

Thanking you.

Yours faithfully,

(Dr. Nitin D. Sawale, IAS)
Managing Director

324
15-4-21

1187
15-4-21

Memo no. 1115

dt. 12/04/2021

Copy forwarded to The Chief General Manager (Land), IDCO for formation and necessary action.

Industrial Promotion & Investment Corporation of Odisha Limited (IPICOL)
(A Government of Odisha Undertaking)

IPICOL House, Janpath, Bhubaneswar-751022, Odisha, India
+91-674-2542601-03, 2542605-06 +91-674-2543766

cmd@investodisha.org info@investodisha.org www.investodisha.org

154



Memo no. _____

Copy forwarded to Collector Sundergarh for information and necessary action.

Managing Director

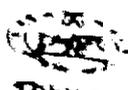
Memo no. _____

dt. 12/04/2021

Copy to the Director, M/s KAI International Pvt. Ltd, Suresh Agarwal, CCC-23, Civil Township, Rourkela, Dist.Sundargarh,Odisha-769004 for information and necessary action.

Managing Director

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 ODISHA FOREST DEPARTMENT

 OFFICE OF THE DIVISIONAL FOREST OFFICER (M) WILDLIFE WARDEN

 KOURKELA FOREST DIVISION, KOURKELA, BHUNIPADA, ODISHA

 No. 0801-2004037, Fax No. 0801-2004030, e-mail: dfo@odishaforest.deo

Memo No. 2739 (M) dt. 19.04.2021
 The Range officer,
 Banki Range

Joint verification and tree enumeration in Govt. land measuring an area of Ac. 117.00 of
 Village-Kapanda.

With reference to the subject cited above, you are instructed to cause an enquiry and
 submit a detailed report on the following points for taking further action at this end.

Village	Khata No.	Plot No.	Kisam	Area(In Ac.)
Kapanda	118(AJA)	1104/p	Patit	86.00
		1107/p	Patit	31.00
		Total:		117.00

1. Whether there is any plantation in the applied area.
2. Detailed tree enumeration list of the applied area be submitted, Plot wise, species, class wise & girth wise with the joint signature of Revenue, Forest & Lease Holder, if there is tree growth. The detailed tree enumeration list will include all trees with GBH among other details as said above, all poles with details etc.
3. Details of the endangered flora & fauna existing in the area.
4. Specific observation of the Range Officer, from forestry (flora & fauna) point of view. The letter of Tahasildar, Lahunipada & Managing Director, IDCO, Bhubaneswar are enclosed for your ready reference.


 Divisional Forest Officer, 19/4/2021
 Rourkela Forest Division.

Memo No. 2740 dt. 19.04.2021

Copy forwarded to the Asst. Conservator of Forests(Affn.) Rourkela Division for information and necessary action. He is asked to make thorough supervision of enumeration work carried out by Range officer concerned with Revenue officials.


 Divisional Forest Officer, 19/4/2021
 Rourkela Forest Division.

Memo No. 2741 dt. 19.04.2021

Copy forwarded to the Tahasildar, Lahunipada for information & necessary action with reference to his letter No. 486 dt. 04.03.2021. He is requested to please instruct the K.I. concerned to assist the Range Officer, Banki for joint verification of the granted lease area.


 Divisional Forest Officer, 19/4/2021
 Rourkela Forest Division.

Memo No. 2742 dt. 19.04.2021

Copy forwarded to the Chief General Manager(Land) Odisha Industrial Infrastructure Development Corporation(IDCO),Bhubaneswar for kind information & necessary action.


 C.G.M. (Land) Odisha Industrial Infrastructure Development Corporation

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Smt Hemabanti Patra, OAS(JB)
Land Officer



IDCO:HO:P&A:LAE:NO.7751/2019-2021 **7456** Date: **26.04.2021**

To
The Divisional Head,
IDCO Rourkela Division, Dist-Sundargarh.

Sub:- Joint verification and Tree Enumeration of the Govt land measuring Ac.117.00 in village-Kapanda under lahunipara Tahasil in the District of Sundargarh.

Ref:- Letter No.2739 dtd.19.04.21 of Divisional Forest Officer, Rourkela Forest Division.

Sir,
In inviting a reference to the subject cited above, I am to state that you are directed to attend the Joint verification and Tree Enumeration work of Govt leased out land measuring Ac.117.00 in village-Kapanda under Lahunipara Tahasil in the District of Sundargarh along with Tahasildar, Revenue Staff and Range Officer, Banki range on the date as will be decided by Tahasildar/Range Officer. The copy of the letter memo no.2739 dtd.19.04.21 is enclosed herewith for kind reference.

This is for information & necessary action.

Yours faithfully,

[Signature]
26/04/2021
Land Officer
IDCO, Bhubaneswar

Memo No. **7457** / Date : **26.04.2021**
Copy submitted to Tahasildar, Lahunipara, Dist-Sundargarh/Divisional Forest Officer, Rourkela Forest Division, Dist-Sundargarh for kind information.

[Signature]
26/04/2021
Land Officer

For A/S/Secy
[Signature]

XH-



169

ଓଡ଼ିଶା ଅଧିକାରୀ ତଥା ବନ୍ୟଜୀବୀ ତତ୍ତ୍ଵାବଲମ୍ବକ କାର୍ଯ୍ୟାଳୟ, ରାଉରକେଲା
 OFFICE OF THE DIVISIONAL FOREST OFFICER CUM WILDLIFE WARDEN
 ROURKELA FOREST DIVISION, ROURKELA, SUNDARGARH, ODISHA
 Phone No. 0661-2664637, Fax No. 0661-2664639, e-mail- dforourkela@yahoo.co.in

Letter No. 3866 / AF (Misc) dt. 21/06/2021

To: The Tahasildar, Lahunipara.

Sub: Assessment of cost of trees arises after joint verification and enumeration in Govt. land measuring an area of Ac.117.00 of village-kapanda.

Ref: Your letter No.1255 dt.23.06.2021.

Sir. With reference to your letter no. on the subject cited above, the assessment of cost of trees arises after Joint verification and enumeration is furnished below for your information and necessary action.

Sl No	Item	No. of Trees/ Ha	Amount	Remarks
1.	Royalty	5856 nos trees	Rs.12,48,781.00	Calculation sheet attached
	Total		Rs.12,48,781.00	
2.	OWP Plantation	25 ha (overlapping area 14.0987 @193738/-)	Rs.27,31,453.94	Calculation sheet attached
3.	ANR Plantation	100 ha (overlapping area 29.7079@ 58126/-)	Rs.17,26,801.40	Calculation sheet attached
	Total		Rs.44,58,255.34	
	G. Total		Rs.57,07,036.34 or Rs. 57,07,036.00	

Yours faithfully,

Divisional Forest Officer, Rourkela Division. 24/06/2021

Memo No. 3867 dt. 24/06/2021
Copy submitted to the Collector, Sundargarh/Sub-Collector, Bonai for favour of kind information and necessary action with reference to memo No.1256 dt.23.06.2021 of Tahasildar, Lahunipara.

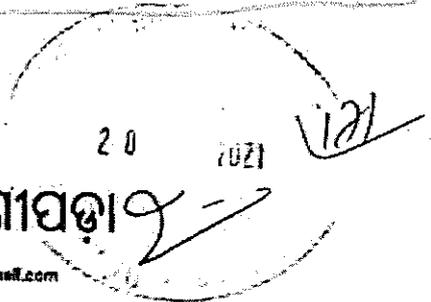
Divisional Forest Officer, Rourkela Division. 24/06/2021

Memo No. 3868 dt. 21/06/2021
Copy submitted to the COM, IDCO, Bhubaneswar for information and necessary action with reference to memo No.1257 dt.23.06.2021 of Tahasildar, Lahunipara.

Divisional Forest Officer, Rourkela Division. 24/06/2021

P.C. ...

- 488 -
9/983
28/6/21



ତହସିଲଦାରଙ୍କ କାର୍ଯ୍ୟାଳୟ, ଲହୁଣୀପଡ଼ା

ଫୋନ୍: ୦୬୭୨୫-୨୩୨୧୧୧, ୨-୫୩୩- (1) tah.jahunl-od@nic.in (2) tah.jahunl23@gmail.com

ପତ୍ରସଂଖ୍ୟା 1270 ଡା- 25.06.2021

To

The Chief General Manager,
IDCO, Bhubaneswar

Sub: - Deposit of Royalty and Cost of plantation of trees arises after joint verification and enumeration in Govt. land measuring an area of Ac. 117.00 of village-Kapanda.

Ref: - Letter No. 3866/4F (Misc) dtd. 24.06.2021 of Divisional Forest Officer, Rourkela Division.

Sir,

In inviting a kind reference to the letter on the subject cited above, I am to say that the assessment of Cost of trees arises after joint verification and enumeration in Govt. land measuring an area of Ac. 117.00 of village-Kapanda has been furnished by the Divisional Forest Officer, Rourkela Division vide above mentioned letter.

Hence you are requested to deposit the assessed amount as calculated follows to the concerned authority within 07 days.

CALCULATION SHEET

Sl No.	Item	No. of Trees/Ha.	Amount	To whom it may be paid
1.	Royalty	5856 nos. trees	Rs. 12, 48, 781.00	Tehsildar, Lahunipara
2.	OWP Plantation	25 ha. (overlapping area 14.0987 @ 193738/-)	Rs. 27, 31, 453.94	Divisional Forest Officer, Rourkela Division
3.	ANR Plantation	100 ha. (overlapping area 29.7079 @ 58126/-)	Rs. 17, 26, 801.40	-do-

The Memo No. 3868/4F (Misc) dtd. 24.06.2021 of Divisional Forest Officer, Rourkela Division to your office may be referred.

Yours faithfully,

Tehsildar, Lahunipara.

Memo No. 1271 Dt. 25.06.2021

Copy submitted to the Collector, Sundargarh/ Sub-Collector, Bonai for favour of kind information and necessary action.

Memo No. 1272 Dt. 25.06.2021

Copy submitted to the Divisional Forest Officer, Rourkela Division for information with reference to Letter No. 3866/4F (Misc) dtd. 24.06.2021.

Tehsildar, Lahunipara.

Tehsildar, Lahunipara.

P. Sanyal dt.
28/07/21

P. Sanyal
28/07/21

450
19.6/21

26/6/21

Smt. Hemabanli Patra, OAS - I (JB)
Land Officer, IDCO, Bhubaneswar.

idco
YOUR BOND IS OUR
PROMISE

193
ODISHA
NEW OPPORTUNITIES

NO: HO: P&A/LA-E-7751/19

11349

Date: 14/07/2021

To

M/S: KAI International Pvt. Ltd.
Suresh Agrawal, CCC-23, Civil Township,
Rourkela. District: Sundargarh,
Odisha-769004.

BY REGD. POST

Sub: Request for deposit of Royalty and cost of plantation of trees arises after joint verification and enumeration in Govt. land measuring Ac 117.00 in village Kapanda under Lahunipara Tahasil in the district of Sundargarh for establishment Industry by M/s: KAI International Pvt. Ltd.

Ref: Letter No. 1270 dtd.25.06.2021 of Tahasildar, Lahunipada

Sir

In inviting a reference to the subject & letter cited above, I am directed intimate that the Tahasildar, Lahunipara has intimated that the assessment of cost of trees arises after joint verification and enumeration in Government land measuring Ac 117.00 in village Kapanda under Lahunipara Tahasil in the district of Sundargarh has been furnished by the Divisional Forest Officer, Rourkela Division. The details of assessment as follows:

Sl.No	Item	No. of Trees/Ha.	Amount (In Rs.)
1.	Royalty	5856 nos. of Trees.	12,48,781.00
2.	OWP Plantation	25 ha. (overlapping area 14.0987 @193738/-	27,31,453.94
3.	ANR Plantation	100 ha. (overlapping area 29.7079 58126/-)	17,26,801.40
		Total:	57,07,036.34 or 57,07,036.00
4.	10% Admn. Charges of IDCO		5,70,704.00
		Grand Total:	62,77,740.00

Therefore, you are requested to deposit an amount of Rs. 62,77,740.00 (Rupees Sixty two lakh seventy seven thousand seven hundred forty) only towards payment of tree cost and other charges as detailed above for leased out Government land measuring Ac 117.00 in village Kapanda under Lahunipara Tahasil in the district of Sundargarh with IDCO at an early date.

The deposit may be made in shape of Demand Draft in favour of "Orissa Industrial Infrastructure Development Corporation" payable at Bhubaneswar) or through RTGS- Bank- ICICI, Bapuji Nagar Branch, IFSC Code- ICIC0002598, Branch Code-02598, A/C. No.259805000108, MICR-751229022. Balance amount, if any, shall be communicated at the subsequent demand. You are requested to deduct TDS on admn. Charges of IDCO. IDCO Pan No. Is AAAT00246N.

Yours faithfully

14/07/21
Land Officer
IDCO, Bhubaneswar

P.T.O.

Odisha Industrial Infrastructure Development Corporation
(A Government of Odisha Undertaking)
IDCO, Land Division, IDCO Towers, Jangpali, Bhubaneswar - 751022, Odisha, INDIA
☎ +91-0674 2544180, 2540820 | Fax: 2542956 / 2541982
✉ comland@idco.in / sushanta.mohanty@idco.in | www.idco.in

T.C. - Requested
D. Sanku
A. D.

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Odisha Industrial Infrastructure Development Corporation

IDCO Tower, Janpath, Bhubaneswar - 22

Incorporated under the Orissa Industrial Infrastructure Development Corporation Act, 1980 (Orissa Act, 1 of 1981)

Division : HO (01)

MONEY RECEIPT

ORIGINAL

M.R. No. : 691
 M.R. Date : 15/07/2021
 Received From : 10476 | KAI INTERNATIONAL PRIVATE LIMITED, Rourkela, ODISHA
 Receipt Mode : BANK
 Amount (Rs.) : 62,66,325.00
 (Rupees Sixty Two Lakh Sixty Six Thousand Three Hundred Twenty Five only)
 Towards : Amount received against Tree cost & IDCO Admin charges vide file No- LAE-7751/19 N/43

INSTRUMENT DETAILS

Instr. Type	Instr. No	Amount (Rs.)	Instr. Date	Drawn On Bank
RTGS	.11RTGS	62,66,325.00	14/07/2021	ICICI Bank Ltd.

TRANSACTION DETAILS

Account Code & Name	Project Code & Name	Work Code & Name	Debit (Rs.)	Credit (Rs.)
512001 Tax Deduction AT SOURCE	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	11,415.00	0.00
302009 ADVANCE AGAINST IDCO ADMN. CHARGES	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	0.00	5,70,704.00
301016 OTHER DEPOSITS (STRUCTURE COST, TREE GROWTH, EXGRATIA Etc.)	1039 LA OF KAI INTERNATIONAL PRIVATE LIMITED IN VILL. RAIKELA, LAHUNIPADA, SUNDARGARH	None	0.00	57,07,036.00
Total Amount :			11,415.00	62,77,740.00

Note : Cheques are subject to Realization.
 Receipt towards processing fees are not refundable.

Cashier / Accountant

Officer in Charge

15-07-2021

Pre-Authenticated
D. S. Adhikari

Hemabanti Patra, OAS(JB)
Land Officer

idco
YOUR DREAM IS OUR GOAL
(100% Govt. Undertaking)

ODISHA
NEW OPPORTUNITIES

IDCO:HO:P&A:LAE:NO.7227/2017-21

12500

Date: 03/08/2021

To

The Divisional Forest Officer,
Rourkela Division, Dist-Sundargarh.

By A. gd. letter

Sub: Deposit of funds towards payment of OWP Plantation & ANR Plantation in respect of Govt land measuring Ac.117.00 in village Kapanda under Lahunipara Tahasil in the District of **Sundargarh**.

Ref: i) Letter no.1270 dd.25.06.2021 of Tahasilidar, Lahunipara.
ii) Your Letter No.3866 dtd.24.06.21

Sir,

In inviting a reference to the subject cited above, I am enclosing herewith Demand Draft bearing No.539202 dtd.02.08.21 of SBI, drawee Branch Rourkela for **Rs.4458255** (Rupees forty four lakh fifty eight thousand two hundred fifty five) towards payment of OWP Plantation (25 ha (overlapping area 14.0987 @193738/-) & ANR Plantation (100 ha (overlapping area 29.7079 @ 58126/-) in respect of Govt land measuring Ac.117.00 in village Kapanda under Lahunipara Tahasil in the District of **Sundargarh** for establishment of Industries.

Receipt of the same may kindly be acknowledged

Yours faithfully

Encl: As above (D.D. No.539202 dtd.02.08.2021)

03/08/21

Land Officer,
IDCO, Bhubaneswar

Memo No. 12501 / Date 03/08/2021

Copy submitted to the District Magistrate & Collector, Sundargarh for favour of kind information.

03/08/21

Land Officer,

Memo No. 12502 / Date 03/08/2021

Copy to the Chief General Manager (Finance)/Tahasilidar, Lahunipara, Dist-Sundargarh / Divisional Head, IDCO Rourkela Division/ Manager (Finance), IDCO, Land Section for information.

03/08/21

Land Officer

Memo No. 12503 / Date 03/08/2021

Copy to M/s. Kai International Pvt Limited, Suresh Agrawal, CCC-23, Civil Township, Rourkela District-Sundargarh (Odisha - 769004 for information & necessary action.

03/08/21

Land Officer

AC

AC-Substained
Land Officer

Hemabanti Patra, OAS(JB)
Land Officer

- 49 -



IDCO: HO:P&A:LAE:NO.7751/2019-21 12506 Date: 03/08/2021

To

The Tahasildar,
Lahunipara, Dist-Sundargarh.

Sub: Deposit of funds towards payment of Royalty in respect of Govt land measuring Ac.117.00 in village Kapanda under Lahunipara Tahasil in the District of Sundargarh.

Ref: Your Letter no.1270 dd.25.06.2021.

Sir,

In inviting reference to the subject cited above, it is to- intimate that the payment of Royalty in respect of Govt land measuring Ac.117.00 in village Kapanda under Lahunipara Tahasil in the District of Sundargarh amounting to Rs.12,48,781/- (Rupees twelve lakh forty eight thousand seven hundred eighty one) only has been deposited through RTGS on dtd.02.08.2021 in Account No.31087850752, IFSC Code No.SBIN0003610 of Lahunipara ADB(SBI), Dist-Sundargarh.

This is for information & necessary action.

Yours faithfully

[Signature]
03/08/21
Land Officer,

[Handwritten mark]

[Handwritten note: File Attached]

Bijaya Kumar Dash, IAS(SAG)
 Chief General Manager (Land)



No. IDCO/HO/P&A-LA-E- 7751/2019-21
 To

12687

Date: 06.08.2021

M/s. KAI International Pvt Limited,
 Suresh Agrawal, CCC-23, Civil Township,
 Rourkela District-Sundargarh (Odisha-769004)
 (Mail Id-info@groupkalinga.com)

Sub: Allotment of Govt. land measuring an area of Ac.117.00 in village Kapanda under Lahuni para Tahasil of Sundargarh District for establishment of Industries i.e. to set up of Iron Ore Beneficiation Plant of 1.50 MTPA.

Ref: - Your Application no.nil dtd.21.10.2019

Sir,

In pursuance to your application No.nil dtd.21.10.2019 and recommendation of IPICOL letter No.6797 dtd.17.09.2019 , we hereby allot the leased out Government land measuring an area Ac 117.00 in village Kapanda under Lahuni para Tahasil in the district of Sundargarh more fully described in the schedule below in your favour for establishment of Industries i.e. to set up of Iron Ore Beneficiation Plant of 1.50 MTPA in Phase-I by M/s.KAI International Pvt Limited on the following terms and conditions:

01	You have already made total payment of Rs.21905272.00 (Rupees two crore nineteen lakhs six thousand two hundred seventy two) only towards land cost & other dues in respect of leased out Govt.land measuring an area Ac.117.00 in village Kapanda under Lahuni para Tahasil in the district of Sundargarh.
02	The land is allotted on leasehold basis for a period of 90(ninety) years.
03	The land shall be utilized for establishment of Industries i.e. to set up of Iron Ore Beneficiation Plant of 1.50 MTPA in Phase-I in village- Kapanda under Lahuni para Tahasil, in the District of Sundargarh only and shall not be sub-leased for any purpose to any other institution / individual.
04	The allottee will have to pay the annual rent of the demised land amounting to Rs.240201/- (Rupees two lakh forty thousand two hundred one) only in respect of Govt. land measuring an area Ac 117.00 in village Kapanda under Lahuni para Tahasil in the district of Sundargarh along with applicable GST of Rs.....(to be decided). The above rate will be subject to revision consequent upon the appropriate decision taken by the concerned Revenue Authority from time to time. The allottee will have to pay the

Bb

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	differential land dues if any, to be decided in future, if project / Industries found to be under Negative list as per IPR'2015.
05	For any construction or addition or alternation to the existing building and for any additional construction, you shall submit the building plans and shall take up such construction, addition, alternation or additional construction only after obtaining approval of IDCO/ appropriate authority.
06	The allottee shall abide by the guidelines of the Govt. in Energy Department/ GEDCOL and any revision thereto from time to time.
07	The allottee shall obtain necessary clearances from the State Pollution Control Board for establishment of proposed project on the allotted land before taking up any civil construction / industrial activities and will maintain the environmental balance which might be required at the time of commission of Industries.
08	a) The allottee shall also have to abide by all the applicable environment related laws / rules & regulations which are existing and which may be framed by the competent authority from time to time. b) The liquid effluent discharge of / from the industries must meet OSPCB prescribed norms.
09	The allottee shall have obtained clearance from Ministry of Environment and Forest, Government of India. The allottee shall abide by the provisions of prevailing forest laws, rule & guidelines issued by the State / Central Govt. from time to time.
10	The allottee shall abide by the provisions of OINDC Act, 1980 and rules / regulations made there under, including the decision of the Board from time to time. The allottee shall also have to abide by all the terms and conditions enumerated in the Deed of Agreement executed between the Collector, Sundargarh and IDCO vide No.11722100160 dt.08.03.21 Ac 117.00 in village Kapanda under Lahunipara Tahasil, in the district of Sundargarh including terms and conditions stipulated made by IAC, SLSWCA & HLCA.
11	The allottee will take possession of the property on "as it is" condition and no further demand for any development such as earth filling, raising and the levelling etc. shall be entertained. Any other improvement or development is purely at the responsibility of the allottee.
12	The allottee shall not transfer his right / title / interest in land either in part or in full including change of the constitution of the company without prior written permission of IDCO.

13	An agreement to lease shall be executed by the allottee/entrepreneurs with Corporation (IDCO) for implementation of the project within the moratorium period in prescribed proforma (Proforma-B) of land regulation, 2016 of IDCO before taking over possession. The cost of the execution of agreement shall be borne by allottee. 195
14	After timely implementation of the project, lease deed will be executed between the Corporation and allottee for 90 (ninety) years from the date of possession/allotment of handing over of the land or for the balance lease period as appropriate.
15	The allottee will have to start Civil Construction on the allotted land within six month and utilize the land and start commercial production within 3 (three) years from taking over possession, otherwise the same shall revert back to IDCO free from all encumbrances.
16	The allottee shall submit the following documents before execution of agreement to lease.
	<ul style="list-style-type: none"> a) Copy of Certificate of Incorporation. b) Copy of Article/ Memorandum of Association. c) A certified copy of the resolution passed by Board of Directors/Trustees accepting the terms and conditions of this letter and authorizing any of your Director / Representative to execute the Agreement to lease & take over possession of allotted land from IDCO on behalf of your company. d) An affidavit regarding present and permanent address of the Directors/Trustees of the company. e) An affidavit of permanent & present address of the authorizing officer, who will execute the Agreement to lease with IDCO. f) A brief profile of your project. g) Submission of consolidated map of your project. h) An undertaking to the effect that, the project area is within the administrative approval of Industries Department, Government of Odisha, to obtain land through IDCO by acquisition / alienation, not purchased the private land from the public through himself in the name of the Company and not encroached any Govt. land / private land.
17	The allottee shall make necessary provisions for peripheral development along with provisions for ancillary industries development at their own cost. These provisions shall have to be incorporated in your project report if not provided.
18	The allottee shall make provisions for internal infrastructure development of allotted land including arrangement of roads, water supply and electricity for the project at their own cost.
19	The allottee shall make necessary provisions for adequate soil conservation and rain water harvesting structures therein to establish rain water conservation and

harvesting system.

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20	Financial closure for the project shall be completed within one year from the date of possession of land. 194
21	If construction work is not started within 6 (six) months, the lease will be deemed to have been cancelled at the end of 6 (six) month period. Further, if the land or any part of it, is not utilized fully for the purpose for which it is sanctioned within a period of 5 (five) years, the same shall revert to IDCO free from all encumbrances.
22	In case the project land (private or government or both) is interspersed with forest land, the Project authorities allow free access to the local community till the same is alienated in your favour after obtaining due approval of the diversion proposal by the Ministry of Environment & Forest.
23	In case of Government land for felling of trees, enumeration of the number of trees shall be done and necessary cost shall be deposited with the government. In case of required private land, necessary clearance of the local DFO shall be obtained by the project authority before felling of trees.
24	The allottee shall have to abide by the decision, guidelines issued by the Govt. regarding employment & rehabilitation of displaced families. The rehabilitation site shall be kept at a reasonable distance from the reserve / protected areas and the oustees shall be provided with necessary agriculture & grazing land for sustenance.
25	Due opportunity shall be provided to the local people to express their views in Gram Sabha meeting in the scheduled area & public hearing shall be made by the Pollution Control Authority.
26	No waste water of the industry shall be released to the Reservoir / River. The user agency shall follow the guidelines of the Pollution Control Board.
27	The allottee shall abide by the terms and conditions of MoU, if executed with State Government.
28	The allottee shall develop green belt around the project site as per the detail conditions specified in the clearance issued by the MOEF & State Pollution Control Board (SPCB).
29	The allottee shall transfer the land along the State Highway to the state govt. as per requirement for development of common infrastructure/ public purpose, through gift deed, if desired by Govt. in future.
30	The allottee shall be liable to pay the cost of standing trees standing over the leased

[Handwritten signature]

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- 5A -

out land as required by the District Administration. (9)

In addition to the above conditions the conditions imposed by Ministry of Coal, for allocation of Coal block in the District of Sundargarh and conditions stipulated in clearance / consent issued by MOEF Government of India & State Pollution Control Board, Odisha will be strictly adhered to.

32 The allottee shall have to take necessary clearance of the local DFO before felling of trees, if any, in case of both acquired private and Government land allotted in your favour.

33 The allottee shall pay any such sum towards land cost of the demised land demanded by the lessor consequent upon the lessor being required to pay more towards the compensation under the provision of Land Acquisition Act or in pursuance of the orders of Civil Court or any other authority enhancing the amount of compensation awarded by the Collector or other dues lawfully payable under the land acquisition proceedings or any reasons whatsoever. You shall agree and undertake to reimburse IDCO any sums or expenses incurred by IDCO towards payment of the higher cost or otherwise as may be assessed. The allottee shall also pay any other admissible Govt dues as point out by audit agency like CAG etc. Further, the allottee shall have to pay the differential land cost if any, to be decided in future, if found to be in negative list.

34 The allottee shall abide the decisions of the Rehabilitation and Periphery Development Advisory Committee (RPDAC) from time to time regarding rehabilitation and employment of displaced families and also abide by the guidelines / direction of Government of Odisha and other appropriate authorities regarding rehabilitation of displaced families.

35 That the allottee shall submit detailed information/status of the project as mentioned in GoiPAS, alongwith status of credit an employment uploading the same in the GoiPAS site by 31st March every year.

36 In the event of breach of any of the terms and conditions of the allotment stipulated above, allotment in question shall stand cancelled and the deeds executed, if any, with you shall also be cancelled. The allottee shall hand over possession of the allotted land within 15 days from the date of cancellation failing which the allottee shall be evicted from the demised property under the provisions of OIIC Act.1981/OPP (EUO) Act, 1972.

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LAND SCHEDULE

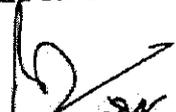
Name of the Village	:	Kapanda ✓
Name of the P.S & P.S.No	:	Gurundla, No.77
Tahasll	:	Lahunipara ✓
District	:	Sundargarh ✓

Khata No.	Plot No.	Total Area In Acres.	Proposed area In Ac	Kissam
118(AJA) ✓	1104(P) ✓	99.00 ✓	86.00 ✓	Patita ✓
	1107(P) ✓	68.75 ✓	31.00 ✓	Patita ✓
TOTAL =		167.75	117.00 ✓	

BY ORDER OF CMD


 Chief General Manager (Land)

Memo No. 12688 / Dated. 06.08.2021
 Copy submitted to Joint Secretary to Government, Revenue & Disaster Management Department / Addl. Secretary to Government, Industries Department / Addl. Secretary to Government, Steel & Mines Department / District Magistrate & Collector, Sundargarh / Copy to Tahasildar, Lahunipara for kind information and necessary action.


 Chief General Manager (Land)

Memo No. 12689 / Dated. 06.08.2021
 Copy to Chief General Manager, Finance, IDCO, Divisional Head, IDCO Rourkela Division for information and necessary action.


 Chief General Manager (Land)

ya Kumar Dash, IAS(SAG)
Chief General Manager (Land)

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CORRIGENDUM

No. IDCO/HO/P&A-LA-E-7751/2019-21
To

13062

Date: 12/08/2021

M/s. KAI International Pvt Limited,
Suresh Agrawal, CCC-23, Civil Township,
Rourkela District-Sundargarh (Odisha-769004)
(Mail ld-info@groupkalinga.com)

Sub: This office letter no.12687 DTD.06.08.2021

Sir,

In partial modification of this office letter no.12687 dtd.06.08.21, the details mentioned in the allotment letter may be read as "Iron Ore Beneficiation Plant of 1.50 MTPA in Phase -I and Pellet Plant of 1.20 MTPA in Phase-II" in place of "Iron Ore Beneficiation Plant of 1.50 MTPA in Phase-I."

All other provisions contained in the aforesaid order stand unaltered.

Yours faithfully,

Chief General Manager (Land)

Memo No. 13063 /Dated.

12/08/2021

Copy submitted to Joint Secretary to Government, Revenue & Disaster Management Department / Addl. Secretary to Government, Industries Department / Addl. Secretary to Government, Steel & Mines Department/ District Magistrate & Collector, Sundargarh/ Copy to Tahasildar, Lahunipara for kind information and necessary action.

Chief General Manager (Land)

Memo No. 13064 /Dated.

12/08/2021

Copy to Chief General Manager, Finance, IDCO / Divisional Head, IDCO Rourkela Division for information and necessary action.

Chief General Manager (Land)

olr

P. C. Anand
Dy. Ch. Secy
ADP

Smt Hemabanti Patra, OAS(JB)
Land Officer

idco
MADE BETTER FOR YOU
1971-72 & 1981-82 Corporation

ODISHA
NEW OPPORTUNITIES

IDCO:HO:P&A:LAE:NO-7751/2019-21

23507

Date: 28.12.21

To

M/s. KAI International Pvt Limited
CCC/23, Civil Township, Rourkela,
Dist-Sundargarh (Mail Id-Infor@groupkallinga.com).

Sub:- Allotment of Govt land measuring an area of Ac.117.00 in village-Kapanda under Lahunipara Tahasil of Sundargarh District for establishment of Industries i.e. to set up of Iron Ore Beneficiation Plant of 1.50 MTPA

Ref:- i) This office allotment letter no.12687 dtd.06.08.2021
(ii) Letter No.6340 dtd.08.10.2021 of DFO, Rourkela Forest Division.

Sir,

With reference to the subject cited above, I am directed to intimate that IDCO has allotted Govt land measuring Ac.117.00 in village-Kapanda under Lahunipara Tahasil in the district of Sundargarh vide allotment letter no.12687 dtd.06.08.2021. As per your request vide letter dated 06.09.2021, the agreement to lease between IDCO and M/s. KAI International Private Limited is under process at IDCO. However, in the meantime the Hon'ble National Green Tribunal (NGT) Eastern Zone Bench, Kolkata has passed an order dtd.08.10.21 in connection to Original Application no.94//2021/EZ, Chittaranjan Mahanta and others Vrs State of Odisha & others that, no construction and felling of trees shall be made at the site in question i.e. (Khata No.118 (AJA) Plot No.1104/(P) and 1107/(P) by Respondent No.9, M/s.KAI International Private Limited including boundary wall etc. till all necessary clearances are granted by the MoEF & CC and other authorities till further order.

As precondition to execution of Agreement to lease, you are requested to submit an undertaking in compliance to the above order of Hon'ble National Green Tribunal (NGT) Eastern Zone Bench, Kolkata within 15 days of receipt of this letter.

This is for Information & necessary action.

Yours faithfully

[Signature]
28/12/21
Land Officer
IDCO: BBSR

Memo No. _____/Date :

Copy submitted to the Divisional Forest Officer, Rourkela Division, Dist-Sundargarh for Information with reference to his letter no.6340 dtd.08.10.2021.

[Signature]
28/12/21
Land Officer

Odisha Industrial Infrastructure Development Corporation
(A Government of Odisha Undertaking)
IDCO, Land Division, IDCO Towers, Jonpali, Bhubaneswar - 751022, Odisha, INDIA
☎ +91-0674 2544180, 2540820 | Fax:2542956 / 2541982
✉ camland@idco.in / sushanta.mohanty@idco.in | www.idco.in

[Handwritten Signature]
28/12/21

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13/12/2021 10/6

K A I INTERNATIONAL PVT. LTD.

(Formerly known as M/s Ganpoli Minerals Pvt. Ltd.)

262

Office : CCC-23, Civil Township, Rourkela, Odisha, India. CIN No. : U131000P200FTC009511
Ph : 0661-2400175 E-mail : info@groupkalinga.com

To,

Date :- 29.12.2021

The Land Officer
IDCO
Bhubaneswar

Sub :- Submission of UNDERTAKING

Ref :- Your letter No. IDCO:HO:P&A:LAE:NO-7751/2019-21/23507 Dt. 28.12.2021

Respected Madam,

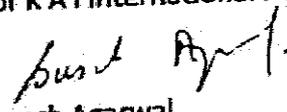
With reference to the subject cited above we hereby UNDERTAKE THAT " we had already stop all activity in site after receiving order from the Hon'ble National Green Tribunal (NGT) Eastern Zone Bench, Kolkata Dtd. 08.10.2021 in connection to Original Application no. 94/2021/EZ, Chittaranjan Mahanta and others Vrs State of Odisha & others".

We further UNDERTAKE THAT "will not start any activity in allotted site until we receive all necessary clearances from MoEF & CC and order from Hon'ble National Green Tribunal (NGT) Eastern Zone Bench, Kolkata".

This is for your kind information and necessary action please.

Thanking You,

Yours faithfully,
For K A I International Pvt. Ltd.


Suresh Agarwal
Director

CC : the Divisional Forest Officer, Rourkela Division

P.O. Accepted
Rourkela
13/12/21

1722200145

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11722200143

503



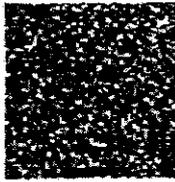
सत्यमेव जयते

INDIA NON JUDICIAL Government of Odisha

e-Stamp

Certificate No. : IN-OD03503009485789U
Certificate Issued Date : 24-Mar-2022 03:43 PM
Account Reference : SHCIL (FI) odshcil01/ ROURKELA/ OD-SDG
Unique Doc. Reference : SUBIN-ODODSHCIL0104742744345022U
Purchased by : KAI INTERNATIONAL PVT LTD R BY SURESH AGARWAL
Description of Document : Article IA-35 Lease Deed
Property Description : MOUZA-KAPANDA, DIST-SNG
Consideration Price (Rs.) : 1,94,32,540
 (One Crore Ninety Four Lakh Thirty Two Thousand Five Hundred And Forty only)
First Party : ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORP
Second Party : KAI INTERNATIONAL PVT LTD R BY SURESH AGARWAL
Stamp Duty Paid By : KAI INTERNATIONAL PVT LTD R BY SURESH AGARWAL
Stamp Duty Amount (Rs.) : 9,71,627
 (Nine Lakh Seventy One Thousand Six Hundred And Twenty Seven only)

24 Mar 2022



-----Please write or type below this line-----

Registration

I.D. No. 1722200145

Document No. 11722200143

Book No. 2 Vol. No. 4

Dated. 12th day of April, 2022

faepaid
 Amt 893455
 u/l 140
 05,393595

Registering Officer
 Bonai

0000438982

Statutory Alert

1. The authenticity of the Stamp certificate should be verified at www.indianstamp.com or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App users should report.
2. The onset of checking the legibility of the details of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Y
LAND OFFICER
IDCO, BHUBANESWAR

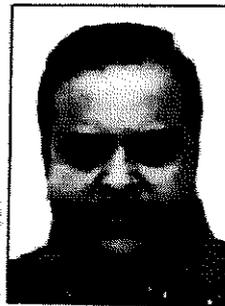
AGREEMENT

An Agreement made at Bona on the day of 12th April year-2022.

BETWEEN THE **ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION** a corporation constituted and operated by the state of Odisha under the ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION Act, 1980 (Odisha Act 1 of 1980) and having its Head Office at IDCO Tower, Janpath, Bhubaneswar, Odisha, Pin-751022, represented by the incumbent Land Officer, IDCO Bhubaneswar, In-charge of Sundargarh District hereinafter called the "Licensor" / "Grantor" (which expression shall unless the context does not so admit, include its successors and assigns) of the **ONE PART. Smt. Hemabanti Patra**

Aadhar No. 9252 7502 7727
Land Officer, IDCO, BBSR

Y
Land Officer,
IDCO, Bhubaneswar



KAL Ltd.

Basant K...

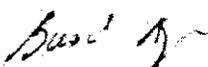
Director Page 1 of 10

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AND

"M/s.KAI International Private Limited" represented by Suresh Agarwal Son of late Ram Bialsh Agarwal aged about 41 years, - **Permanent address** - P-23, Civil Township, Rourkela , Dist- Sundargarh (Odisha-769004) & **Present Address** - P-23, Civil Township, Rourkela , Dist- Sundargarh (Odisha-769004) who has been authorized to sign & execute the document and all other related matter including taking over possession and execution of Agreement to Lease with IDCO in respect of allotted land on behalf of the Company, " M/s.KAI International Private Limited" incorporated under the companies Act 1956 (No.1 f 1956) / Director / Proprietorship / Partnership, and having its registered / Corporate office at **registered office** - CCC-23, Civil Township Rourkela, Dist-Sundargarh, Odisha - 769004, India and having its works unit **M/s.KAI International Private Limited**, Unit - for establishment of industries i.e. Iron Ore Beneficiation Plant of 1.50 MTPA in Phase-I and Pellet Plant of 1.20 MTPA in Phase-II, in village-Kapanda, Tahasil-Lahunipara, Dist-Sundargarh in the State of Odisha and **local office** - at Kapanda, Tahasil-Lahunipara, Dist-Sundargarh carrying on business in partnership / as proprietors in the firm-name and style "**M/s.KAI International Private Limited** having his / their office / place of business at Kapanda, Tahasil-Lahunipara, Dist-Sundargarh (Odisha) hereinafter called the Licensee / Licensees (which expression shall unless the context does not so admit, include its successor/successors in business/ is/their survivors or survivor and the heirs, executors and permitted assigns) of the **OTHER PART**.


Land Officer,
IDCO, Bhubaneswar

KAI International Pvt. Ltd.

Director

Page 2 of 10

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

WHEREAS the Licensee/Licensees has/have applied to the Grantor/Licensor for the grant to him/them/her/it of a lease of the land and premises hereinafter described, which the Grantor/Licensor has agreed to grant to him upon certain terms and conditions vide allotment Lr. No. IDCO: HO:P&A: LAE: 7751/2019 / 12687 dtd.06.08.2021 & corrigendum order no.13062 dtd.12.08.21 for **Ac.117.00 in village- Kapanda** under Lahunipara Tahasil in the District of **Sundargarh** AND WHEREAS before signing this Agreement, the Licensee/Licensees has/have paid the sum of **Rs.21906272/-** (Rupees two crore nineteen lakh six thousand two hundred seventy two only). The detail payment is mentioned below:

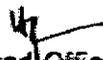
Land Cost	Assessment of Tree Cost	Annual Rent	10%IDCO Admn. Charges on (1+2)	GST on IDCO Admn. Charges & Annual Rent	Grand Total (in Rs.)
1	2	3	4	5	6
13725504	5707036	240201	1943254	290277	21906272.00

Land cost & other dues - Rs.15628532.00 (i.e Land cost - Rs.13725504.00, Annual Rent-Rs.240201.00, IDCO Admn. charges 10% on land cost-Rs.1372550.00 and GST(18%) on IDCO Admn charges and Annual Rent- Rs.290277.00) and Assessment of Tree Cost-Rs.5707036.00 and Admn. charges 10% on tree cost - Rs.570704.00 in respect of **Ac.117.00** of Government land in village - **Kapanda** under Tahasil - Lahunipada District - **Sundargarh** being the amount of land cost payable by the Licensee/Licensees.

The Licensee will have to pay the differential land dues if any, to be decided in future, if Project / Industries found to be under Negative list as per IPR'2015. Further the Licensee will have to pay the GST, if any, to be decided in future.

NOW IT IS HEREBY MUTUALLY AGREED as follows: -

1. During the moratorium period of five (05) years in case of Large industries from the date hereof the Licensee/licensees shall have licence and authority only to enter upon the piece of land described in the first


Land Officer,
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KAI International Pvt. Ltd.


Director

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schedule hereunder written and delineated on the plan annexed hereto and there on for the purpose of building and executing works for the implementation of the project, there on as herein after provided and for no other purpose what so ever and until the grant of such Lease as is hereinafter referred to the Licensee/Licensees shall be deemed to be a bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

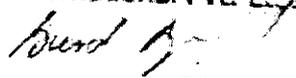
2. Nothing in these present contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part there so as to give to the Licensee/Licensees any legal interest therein until the lease hereby contemplated to be executed and registered but the Licensee/Licensees shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

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

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

- a) That the Licensee/Licensees shall take possession of the property on "as is where is basis". No further demand shall be made to the Licensor for any improvement and / or development of the land whatsoever.
- b) The Licensee/Licensees may, at its own cost, put up two sign-boards indicating its name, on the exterior of the Licensed Premises, Provided that the dimensions and exact location of such sign boards shall be intimated, in advance, to the Licensor for its approval and that such approval should be obtained, in writing, Provided However, that such approval shall not be unreasonably withheld. Such signboards should not cause any damage to the facade of the Licensed Premises and shall not contravene any local laws or regulations.
- c) The said plot of land shall be fenced in during construction by the Licensee/Licensees at his/their/its expense in every respect.

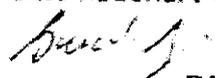

Land Officer,
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KAI International Pvt. Ltd.

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- d) No work shall be commenced which infringes any of the Building Regulations set out by the Appropriate Authority, Governed by Govt. of Odisha until the said plans and elevations shall have been so approved as aforesaid and thereafter he/they/it shall not make any alterations or additions there to unless such alterations and additions shall have been previously in like manner approved.
- e) The Licensee/Licensees shall have to start civil construction on the allotted property within six months from the date of possession and commence commercial production within 05 (five) years from the date of handing over of possession. The extension of implementation up to one year may be allowed without imposition of penalty provided the Licensor is convinced that the delay is not due to the fault of the licensee. However penalty at the rate of 1 % of prevailing land cost of the industrial area shall be imposed beyond the approved implementation period at the discretion of the licensor.
- f) The Licensee/Licensees shall be responsible for complying with all pertinent bye-laws, rules and regulations for the time being in force in respect of the changes made by the Licensee inside the Licensed premises the Licensee may deem fit for full enjoyment of the Licensed Premises.
- g) That Licensee/Licensees will pay all rates, taxes, charges, claims and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.
- h) The Licensee/Licensees agrees/agree and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Licensor consequent upon the Lessor being required to pay more towards the compensation arising out of any law or order of any competent Court. The Licensee agrees and undertakes to reimburse the Licensor towards payment of higher compensation as may be assessed.
- i) That the Licensee/Licensees shall from time to time pay to the grantor / Licensor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Odisha under the Odisha Industrial Infrastructure Development Corporation Act, 1980 and the Rules framed there under.


Land Officer,
IDCO, Bhubaneswar

KAI International Pvt. Ltd,

Director

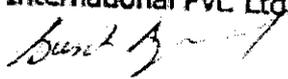
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- j) That the Licensee will keep the grantor / Licensor indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.
- k) That the Licensee shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulation in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Divisional Head, IDCO and shall not, without the consent in writing of the Divisional Head, IDCO permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.
- l) That the Licensee/Licensees will not make any excavation upon any part of the said land nor remove any stone, earth, or other material there from except so far as may, in the opinion of the officer authorised by the Grantor/Licensor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.
- m) That the Licensee/Licensees will not directly or indirectly transfer, assign, sell, encumber or parts with his/their/its interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Corporation. However in case of the Licensee is desirous of creation of charge/ interest of any Banking or Non-Banking Financial Company for financial assistance for the purpose of grant of license, the same may be executed with prior consent of the Licensor in the format and procedure mentioned under the regulations and rules of the Licensor.


Land Officer,
IDCO, Bhubaneswar

KAI International Pvt. Ltd.


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In this event also, it is hereby clarified that at no point of time the Licensee per se gets any interest over the demised premises of the License.

- n) That the Licensee/Licensees shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry other than the purpose for which the land is allotted.
- o) That the Licensee/Licensees shall at own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Divisional Head concerned.
- p) The Licensee shall always be liable to make good the exterior and structure of the Licensed Premises including walls, drainage and roof by carrying out necessary repairs or renovations within its statutory common duty of care.
- q) That in employing skilled and unskilled labour the Licensee/Licensees shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.
- r) The Licensee/Licensees hereby agrees/agree to bear all charges to be paid to the power supply company for making the power available to the Licensee in terms of these presents and for consumption of the electric power by the Licensee.
4. That the Licensor hereby agrees to observe and perform the stipulations following that is to say:
- a) The Licensor shall not be liable to the Licensee, its Directors, officers, employees, servants, agents, invitees, visitors, customers or any other person using or at any time being upon the Licensed Premises or any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or to any goods or chattels brought by any person upon the Licensed Premises it being the intention of and agreed to between the Parties that the Licensee and other persons using the Licensed Premises shall use the same solely at the risk of the Licensee, provided that, such injury, damage, loss or inconvenience is not caused by the negligence of the Licensor, its employees or agents.


Land Officer,
IDCO, Bhubaneswar

KAI International Pvt. Ltd.


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- b) The Licensor further agrees that as soon as the Divisional Head / Land Officer / authorized officer of IDCO certifies on the completion of factory building and on commencement of commercial production in accordance with the terms hereof and if the Licensee/Licensees shall have observed all the stipulations and conditions hereinbefore contained, the Licensor will grant and the Licensee/Licensees will accept a lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for a term of 90 (ninety) years or for the balance lease period, from the date of handing over possession.
- c) The Lease shall be prepared in duplicate in accordance with form of Lease set out in the schedule hereunder-written with such modification and conditions there to as may be agreed upon and all costs, charges and expenses of and incidental to the execution of Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Licensee/Licensees alone.

5. Termination, post-termination obligations

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

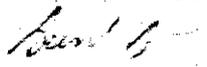
However, if the defaulting party is unable to rectify the breach within the period of 30 days, then this Agreement shall, at the option of the non-defaulting party, stand terminated.

6. Notices

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

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


 Land Officer,
 IDCO, Bhubaneswar

KAI International Pvt. Ltd.

 Director

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- i. The Licensed Premises and
 - ii. Its registered office

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

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

7. Force Majeure

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

8. Governing Law

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

9. Costs for Registration

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

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

11. For the purpose of this Agreement to Lease the expression Chairman-cum Managing Director, IDCO shall include the Managing Director / the Land Officer / Divisional Head or any other authorized Officer of the Odisha Industrial Infrastructure Development Corporation (IDCO).

LAND SCHEDULE

Name of the Village	:	Kapanda
Name of the P.S & P.S.No	:	Gurundia, No.77
Tahasil	:	Lahunipara
District	:	Sundargarh

Uy
Land Officer,
IDCO, Bhubaneswar

KAI International Pvt. Ltd.
Director
Director

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Khata No.	Plot No.	Total Area In Acres.	Proposed area In Ac	Kissam
118(AJA)	1104(P)	99.00	86.00	Patita
	1107(P)	68.75	31.00	Patita
TOTAL =		167.75	117.00	

IN WITNESS WHERE OF the incumbent **Land Officer, IDCO, In-charge of Sundargarh District** of the Odisha Industrial Infrastructure Development Corporation (IDCO) has, for and on behalf of the aforesaid, Odisha Industrial Infrastructure Development Corporation (IDCO) set his hand and affixed the common seal of the Corporation hereto on its behalf and the Licensee / Licensees hath hereunto set his/their hand/affixed the Common Seal of the Company the day and year first above written **(One Part)**.

IN WITNESS WHEREOF "M/s.KAI International Private Limited" represented by Suresh Agarwal Son of late Ram Bialsh Agarwal aged about 41 years, **Permanent address-** P-23, Civil Township, Rourkela , Dist- Sundargarh (Odisha-769004) & **Present Address** - P-23, Civil Township, Rourkela , Dist- Sundargarh (Odisha-769004) **(Other Part)**.

KAI International Pvt. Ltd.

[Signature]
Land Officer, IDCO
Bhubaneswar
(Licensor)
One part
Land Officer,
IDCO, Bhubaneswar

[Signature]
Name of Authorised Person
M/s.KAI International Private Limited
(Licencee)
other part

Witnesses in favour of the One part

Witnesses in favour of the Other part

1. Name - *Biswanath Behera*
 Address - *Add Land Office IDCO, Sambalpur DM*

1. Name - *HARI HARI DASH*
 Address *C2 L2 - 294 Chend Colony Rourkela*

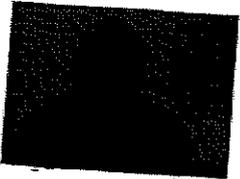
2. Name - *Bijaya Keshan Sengupta*
 Address *IDCO, BBSR*

2. Name - *Pradyumn Kumar Bho*
 Address *M7 Jomkei P-7 Janki Kela W-1007 Baroi ganch. SINGI Pin 751003*

IMPOUND CASE NO- 9/12022

Certified that the deficit Stamp duty of Rs. 4809/- and Penalty Rs.5/- Total Rs. 4809/- (Rupees four thousand eight hundred and nine) only has been realised from the concerned party vide this office misc Receipt No. 152 Dt. 12/04/2022 Now the document is adjudicated with proper Stamp.

[Signature]
Sub-Registrar 204/2022
Cum-Stamp Collector U/S 38 (2)
of the Indian Stamp Act.

THROUGH SURESH AGARWAL			<i>[Signature]</i>
Identified by BIRSEN BEHERA Son/Wife of MURALIDHAR BEHERA of LAND OFFICER IDCO SAMBALPUR SAMBALPUR by profession Cultivation			

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BIRSEN BEHERA			<i>[Signature]</i>	12-Apr-2022
		42267535		

Date: 12/04/2022

Endorsement of certificate of registration under section 60

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

Book Number : 1 || Volume Number : 4

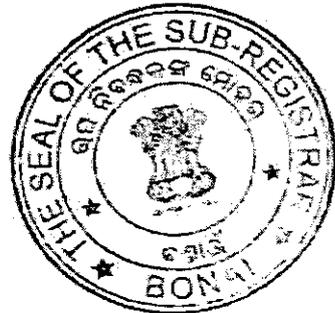
Document Number : 11722200143

For the year : 2022

Seal :

Date: 12/04/2022

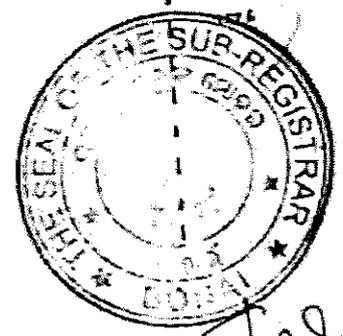
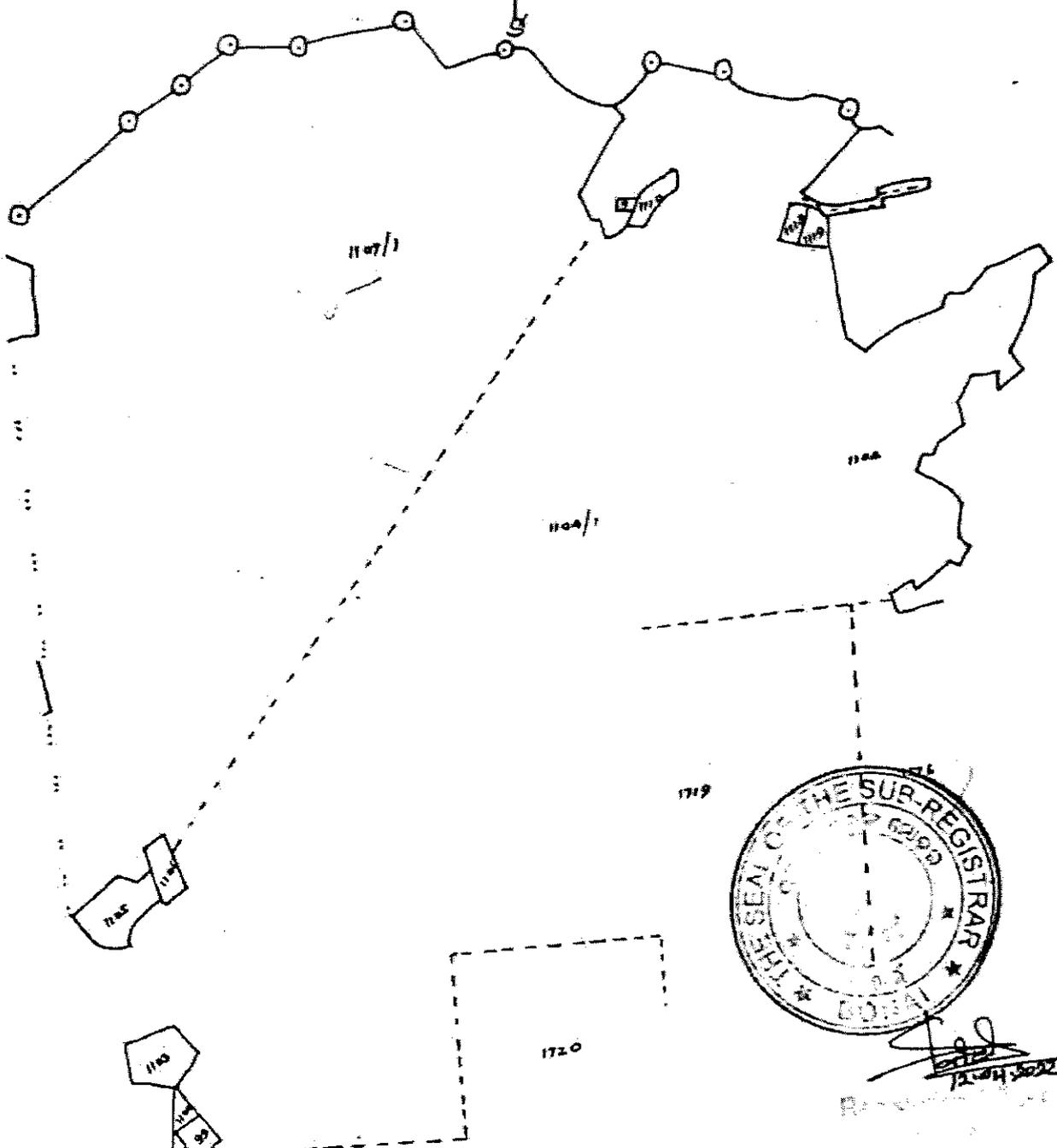
[Signature]
12.04.2022
Signature of Registering officer
Registering Officer
Bonai



[Signature]
12.04.2022
Signature of Registering officer
Registering Officer
Bonai

- X -

MDUZA - KAPANDA
THANA - LAHUNIPARA
TAHASIL - LAHUNIPARA
DIST - SUNDARGARH
SCALE - 16" = 1 MILE



[Signature]
12-04-2002

GOVT. LAND LEASED OUT TO M/S. KAI INTERNATIONAL (P) LTD
SHOWN THIS - 1120 - KAI International PVT. Ltd.

REV. SUPERVISOR
IDCO - BBR

LAND OFFICER
IDCO - BBR
Land Officer,
IDCO, Bhubaneswar

M/S. KAI INTERNATIONAL (P) LTD.

[Handwritten signature]
P. C. AKHAR
12-04-2002

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**GOVERNMENT OF ODISHA
REVENUE & DISASTER MANAGEMENT DEPARTMENT**

RESOLUTION

No. 31320 / R & DM, Bhubaneswar dated the 13th Nov., 2015
GE (GL)-S-04 / 2015

Government lands for industrial purpose are leased out by Revenue & D.M. Department to IDCO under the provisions of Odisha Government Land Settlement Act, 1962 and Odisha Government Land Settlement Rules, 1983. Similarly, on requisition of IDCO, Private land is acquired by Revenue and DM Department and subsequently transferred to IDCO for setting up of industries.

2. Both Government land and acquired private lands have been transferred to IDCO through separate agreements executed between Government of Odisha through Collector and the IDCO. Government land is transferred to IDCO on lease basis at concessional IPR rates for 99 years. In the past, IDCO was granting NOC/ permission to the lessees or allottees for creation of mortgage/ security for both the categories of allotted lands for the purpose of construction of building, purchase of machinery and raw materials etc.
3. Government of Odisha in IPR 2001 expressed its desire to create a 'Land Bank' of an appropriate extent in districts/areas having industrial potential. The IPR-2007 reiterated the concept of allotment of land to industrial units and infrastructure projects at concessional rates. The IPR 2015 has further strengthened to create a conducive environment for sustainable industrial growth and creation of Land Bank is an important milestone in facilitating this.
4. To attract investments in industrial projects and to ensure timely take up of the industries Government of Odisha have decided to identify suitable patches of land both government and private, in areas having industrial potential and future requirements to keep it under one basket with ready to use status, called 'Land Bank'.

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5. In view of above, formulation of a uniform policy in accordance with the relevant provisions of OGLS Act and Rules and with the IPR-2015, the mode of transfer of the government land and acquired private land in favour of IDCO for creation of Land Bank and Issue of NOC/ Permission by IDCO in favour of the project proponents for creation of mortgage over leased out land for establishment of Industry was under active consideration of Government for some time past.
6. The State Government, after careful consideration, have been pleased to decide that the mode of transfer of government land and acquired private land in favour of IDCO for creation of Land Bank and Issue of NOC/ Permission by IDCO in favour of the project proponents for creation of mortgage over leased out land for establishment of Industry with the following principles:-
- I. IDCO shall continue to hold the government land, allotted to it on long term lease basis. Government in Revenue and DM Department shall lease out government land through Collectors to OIIDC for the purpose of creation of Land Bank. The land rate shall be as per the IPR rate as applicable from time to time.
 - II. Lands allotted for land Bank shall be of two categories
 - Category A- Land for immediate requirement for industrial Infrastructure Development, which is required to be leased out to IDCO immediately; and
 - Category- B - Land to be reserved at the District level with Collector in terms of provision of OGLS Act in Section-3(i) (a) for subsequent allotment to IDCO or industrial units as would be necessary.
 - III. Lands under **Category-A Land Bank** shall be leased out by Collector to IDCO on requisition as per the existing procedure under OGLS Rules at prevailing IPR rates for already selected industries, identified industrial clusters. Industrial estates and industrial parks etc., subject to following conditions:
 - (a) Before filing requisition for any industry, IDCO shall assess the actual requirement of land for the industry keeping in view the land use plan, optimum utilisation of space including vertical use and scarcity of land through an Expert Committee/ Agency and share the same with the Collector and R&DM Department.

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- (b) The land shall be allotted to IDCO on long term basis with a moratorium on payment of premium for five years, or till the land or any part thereof, is sub-leased by IDCO to the industries, whichever is earlier.
- (c) From the sixth year, the premium for the land not sub-leased shall be payable in five equal annual instalments.
- (d) Advance possession of the land identified for the purpose of Land Bank Scheme will be given to IDCO as per the rule 11-A of Odisha Government Land Settlement Amendment Rules, 1983. On getting advance possession of land, IDCO shall competent to develop the same and make provisional allotment of land or any portion thereof in favour of individual industries/ allottees. The period of moratorium, if any shall be effective from the date of advance possession.
- (e) IDCO will be responsible for watch and ward of the Category –A Land Bank.
- IV. Suitable patches of land identified, for which immediate project priority has not been finalised shall be reserved in the Land Bank under Section 3(i)(a) of the OGLS Act 1962 and shall be treated as **Category –B Land Bank**. IDCO will request the Collector under intimation to R&DM Department to reserve the suitable Government land for industrial purpose as per the section 3(i)(a) of OGLS Act, 1962, as per the following procedure:-
- (a) A District Level Committee headed by Collector with following members shall review and recommend for reservation of land for land Bank purposes.
- | | |
|---------------------------|-----------------|
| District Forest Officer – | Member |
| Concerned Tahasildar- | Member |
| General Manager, DIC- | Member |
| Sub-Collector | Member Convenor |
- The committee will also assess the requirement for other developmental projects of Government like medical and health institutions, educational institutions, linear projects etc. and recommend for reservation.
- (b) Collector, along with the case record on reservation proceeding u/s 3(i)(a) shall recommend for approval of Government. in R&DM Department.
- (c) As and when the land will be required by IDCO for development of infrastructure to be created for industries or for setting up an industry, necessary requisition will be filed by IDCO with Collector and the land

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reserved under Category-B shall be brought to Category- A by Collector for sanction of lease in favour of IDCO as per terms and conditions approved by R &DM Department.

- V. Government, as the original lessor, shall have the right to resume the land, if the leasehold land is not used for the purpose for which it was leased out or left vacant for more than 5 years and it is required for another public purpose.
- VI. Private land coming in between the Government patch will also be acquired to make a contiguous & sizeable patch of Land Bank. Private land will be acquired / purchased by IDCO through private negotiations as per provisions in the existing Acts & Rules.
- VII. As per the existing practice, for acquired private land where IDCO has paid the compensation under law, such acquired private land would continue to be transferred to IDCO through execution of deed of agreement as specified by R&DM Department letter No. 26678 dated 09.07.2013 and No. 32061 dated 21.08.2013.
- VIII. As per the provisions of IPR-2015, IDCO will be developing private Industrial Estate/ Industrial Park and also setting up sector specific industrial clusters by following the SPV route. In such cases, the private developers/SPV will be leased out land by IDCO as per the provisions of OIIDC Act. However, in such cases, subsequent sub-lease of land i.e. allotment of land on lease by the Developer to the entrepreneurs will be required. IDCO may be authorised to permit the Developer for such subsequent leases as per the principles decided by Government and such authorization would be reflected in the lease deed between Government and DCO.
- IX. IDCO will put in place suitable regulations under OIIDC Act relating to allotment of land to the industries from Land Bank in a fair and transparent manner.
- X. Government in R&DM Department reserves the right to cancel the reservation of any land under Category- B Land Bank and can lease/ alienate the same for any Government project or any other public purpose of more immediate and important in nature.

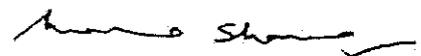
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7. Issue of NOC/ Permission by IDCO in favour of the project proponents (Sub-lessees and subsequent sub-lessee) for creation of mortgage over leased out land for establishment of industry with the following conditions.

- (i) IDCO may be allowed to mortgage its leased land in favour of any scheduled bank or a financial institution duly notified by RBI or set up under a Law for execution of its own projects.
- (ii) IDCO may be allowed to permit its lessees/sub-lessees, subject to the conditions of original lease, to mortgage the sub-leased land for availing financial assistance for setting up or running the project for which the land has been leased, to any scheduled bank or a statutory financial institution.
- (iii) For the leases/subleases to be executed in future, appropriate clauses as at (i) and/or, as the case may (ii) above shall be incorporated in the lease deeds.
- (iv) All NOCs/Permissions granted for mortgage shall be subject to condition that in the event of foreclosure of mortgage and taking over of assets by the mortgage bank or other financial institution, the land so taken shall be used only for the purpose for which it was originally leased/sub-leased or for similar purpose permissible under the Industrial policy Resolution. Further, the transferee in whose favour the land is so transferred shall be required to pay the transfer fee as decided by Government along with such incidental/ administrative charges. On fulfilment of the above conditions, the IDCO may allot the land for the balance period of sub-lease to the transferee, on execution of a lease deed.

ORDER- Ordered that the Resolution be published in an extraordinary issue of the Odisha gazette and copies thereof forwarded to all Departments of Government/ all Heads of Department of Government/ Board of Revenue, Odisha, Cuttack/ all RDCs/ all Collectors for information.

By order of the Governor



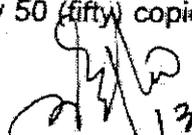
Principal Secretary to Government

- ~~77~~ -

Memo No. 31321

/RDM Dated 13. 11. 15-

Copy forwarded to Odisha Secretariat Gazette Cell, c/o Commerce Department for information and necessary action. They are requested to publish the resolution in an extraordinary issue of the Odisha gazette and supply 50 (fifty) copies to this Department for use.


13/11/15
Joint Secretary to Government

Memo No. 31322

/RDM Dated 13. 11. 15-

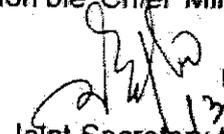
BY FAX
Copy forwarded to all Department of Government/ Secretary, Board of Revenue, Odisha, Cuttack/ all RDCs/ Inspector General of Registration, Odisha, Cuttack/CMD, IDCO, Bhubaneswar/ all Collectors for information and necessary action.


13/11/15
Joint Secretary to Government

Memo No. 31323

/RDM Dated 13. 11. 15-

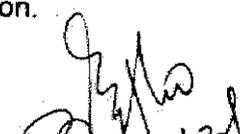
Copy forwarded to addl. Chief Secretary to Chief Minister, Odisha/ P.S to Minister, Revenue & DM, Odisha for kind information of Hon'ble Chief Minister, and Hon'ble Minister respectively.


13/11/15
Joint Secretary to Government

Memo No. 31324

/RDM Dated 13. 11. 15-

Copy forwarded to Deputy Secretary to Government (in charge of IMU Cell)/all seats of LR (A) ,and (B) Branch/ all seats of LR & GE (A),(B), and (C) Branch of Revenue & DM Department for information and necessary action.


13/11/15
Joint Secretary to Government

P.C. Accepted
13/11/15
Joint Secretary to Government