

**Compliance to In Principle Approval order
issued vide Order no 5-ORC348/2018 BHU
Dated 18th June'2018**

For

**“Diversion of 8.114 ha of Forest Land in favor
of IDCO for Emami Cement Limited (now
renamed as NU Vista Limited)”**

**At: Village –Manatira & Ravana under
Danagadi Tahasil of District: Jajpur.**

(Proposal no: FP/OR/RAIL/30199/2017)

Submitted by

**Chief General Manager (Land),
IDCO Tower, Janpath , Bhubaneswar**

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Sri Susanta Kumar Mohanty, OAS (SAG)
Chief General manager (Land)

No. IDCO /Ho/CGM(Env) 93/ FC-08



Date

To

The Divisional Forest Officer,

Cuttack Forest Division.

Sub: Submission of Compliances to Stage-I Order issued by Regional Office, MoEF&CC, Bhubaneswar for Diversion of 8.114 ha of Forest Land in favour of IDCO for construction of Railway line & siding by M/s Emami Cement Limited (now renamed as **NU Vista Limited**).

Ref: Order No 5-ORC348/2018 BHU Dated 18th June'2018 of Regional MoEF&CC, Bhubaneswar.

Sir,

In inviting a reference to the correspondence cited above, I am directed to inform you that, the Regional MoEF&CC, Bhubaneswar has issued the "In Principle Approval Order" for diversion of 8.114 ha of Revenue Forest Land in Village Rabana and Mantira village under Danagadi Tahasil of Jajpur district for construction of Railway line & Siding by Emami Cement Limited (now renamed as **NU Vista Limited**). vide order No 5-ORC348/2018 BHU Dated 18th June'2018. The order has been communicated by the Forest & Environment department, Government of Odisha for submission of compliance vide letter no 10 F(Con) 85/2018 13853/F&E, Bhubaneswar, dated the 23.06.18. The compliance to the stipulated conditions of Stage-I order and additional conditions of Forest & Environment Department, State of Government of Odisha along with relevant documents / undertakings are submitted as follows.

A: Conditions of Stage-I Order No 5-ORC348/2018 BHU Dated 18th June'2018 of Regional MoEF&CC, Bhubaneswar.

Condition No (i): Legal status of the diverted forest land shall remain unchanged.

Compliance: The present land is of kism “Sal Jungal and Chota jungal” as per revenue land records and no steps will be initiated to change the status of land. An Undertaking to this effect is attached as **Annexure-1**

Condition No (ii): The State Govt. shall charge the Net Present Value (NPV) of Forest area proposed to be diverted under this proposal from the user agency as per the Orders of Hon’ble Supreme Court of India dated 28.03.2008 and 09.05.2008 in Writ Petition (Civil) No 202/1995 and the guidelines issued by this Ministry vide its letter no 5-3/2007-FC dated 05.02.2009 in this regard. While conveying the compliance of this condition, mention be made of the Eco- class and density of forest for which NPV has been charged.

Compliance: The Forest land diverted is devoid of any forest growth / vegetation. The nearby forest is of “Dry Deciduous Forest”. For calculation of NPV the forest land is taken as of Eco Class-III, Crop Density- “below 0.4 ” The NPV calculated to be Rs 50,79,364/- (8.114 ha *6,26,000/- per ha). The NPV (Net Present Value) has been deposited in Odisha CAMPA Fund vide UTR No SBIN3182368937 dated 24.08.2018 (Total amount of UTR is Rs 7056864/- Which includes NPV & CA Cost). **Annexure-2**

Condition no (iii): At the time of Payment of the Net Present Value (NPV) at the present rate, the user agency shall furnish an undertaking to pay the additional amount of NPV, if so determined, as per the final decision of the Hon’ble Supreme Court of India.

Compliance: An Undertaking to this effect is attached as **Annexure-3**

Condition no (iv): Compensatory afforestation shall be raised over 8.70ha of non-forest land identified in plot no 5839, khata no 1729, kism Pahad of village Anjira under Dharmasala Tahasil of Jajpur district against the area of forest land proposed to be diverted at the cost of the user agency.

- Compliance: For raising Compensatory Afforestation on identified land in village Anjira under Dharamsala Tahasil, the approved CA cost Rs 19,77,500/- has been deposited vide UTR No SBIN3182368937 dated 24.08.2018 (Total amount of UTR is Rs 7056864/- Which includes NPV & CA Cost). **(Annexure-2)** in Odisha CAMPA Fund.
- Condition no(v): **The Revenue forest land identified for raising compensatory afforestation shall be transferred and muted in favour of the State Forest Department before issue of Stage-II approval.**
- Compliance: The identified land for Compensatory Afforestation has been muted in favour of Forest department vide letter no 1963 dated 19.07.2019 of Tahasildar Dharmasala. The patta issued by Tahasildar, Dharmasala is attached along with the intimation letter as **Annexure-4.**
- Condition no (vi): **The non Forest land over which Compensatory afforestation will be taken up shall be notified as PF/RF and shall remain under administrative control of the State Forest Department.**
- Compliance: The Divisional Forest Officer, Cuttack has submitted the Proposal for declaration of PF vide his letter no 8544 dated 02.11.2019. The same has been forwarded to PCCF (Nodal) vide Memo no 4976 dated 17.12.2019 of Regional CCF, Angul. Copy of both the letters is at **Annexure-5.**
- Condition No(vii) **State Govt. / Forest Department will recast the compensatory afforestation scheme including activities like Soil and Moisture conservation with creation of water bodies by impounding nullahs and / or excavations at appropriate sites and shall ensure plantations of local tree & shrub and grass species. Schemes shall be re-casted / prepared within the limit of CA fund demanded / Collected and submitted within three months for appraisal of Eastern Regional Office, Bhubaneswar.**
- Compliance: The Compensatory Afforestation Scheme is prepared and approved taking Soil & Moisture Conservation activities in the

Plantation. The land is more or less flat with a small hillock. There is no nalla / deep cut to be impounded for creation of water body. In the approved scheme plantation of Local tree species has been ensured. The approved Compensatory Afforestation Scheme is at **Annexure-6**.

Condition no (viii): **The user agency shall transfer the cost of raising and maintaining the compensatory afforestation at current wage rate in consultation with State Forest Department in the account of Ad-hoc CAMPA of the concerned state through online portal. The scheme may include appropriate provision for anticipated cost increase for works scheduled for subsequent years.**

Compliance: Approved CA Scheme cost Rs19,77,500/- has been deposited in Ad-hoc CAMPA Fund vide UTR No SBIN3182368937 dated 24.08.2018 (Total amount of UTR is Rs 7056864/- Which includes NPV & CA Cost). The Scheme includes 20% of the cost towards cost escalation due to revision of wage rate etc. (**Annexure-2**)

Condition no (ix) **The user Agency should ensure that the Compensatory levies (C.A. Cost, NPV etc) are deposited through challan generated on line on web portal and deposited in appropriate bank online only. Amount deposited through other mode will not be accepted as compliance offstage-I clearance.**

Compliance: CA and NPV Cost deposited after generating Challan on line on web portal and deposited in appropriate bank. For any future requirement / deposit, the same procedure is to be followed. An undertaking to this effect is attached (**Annexure-7**).

Condition No (x): **The user agency shall comply with the conditions as stipulated by State Govt. vide letter no 10 (Cons) 85/2018 – 10143 / F&E dated 01.05.2018**

Compliance: All the conditions stipulated by State Government vide letter no 10 (Cons) 85/2018 – 10143 / F&E dated 01.05.2018 is complied with. Any further conditions will also be complied by User

Agency. An undertaking is furnished by User agency and at **Annexure- 8.**

Condition no (xi): **The boundary of the forest land proposed to be diverted shall be demarcated on the ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial no, DGPS Coordinates, distance from adjoining pillars etc. As per Ministry's letter no 13-20/2015- CAMPA dated 09.06.2016, the cost of expenditure like boundary walls, stone pillars, demarcation charges, charges for felling of trees and their transportation to depots shall be deposited with DFOs concerned and the work should be under taken departmentally in order to ensure that the task of erection of boundary walls, stone pillars, demarcation charges etc. are undertaken faithfully and in the best interest of the forests before the diversion and handing over of the forest land takes place. The work on these items should be completed within 6 months from the grant of final approval to diversion of forest land.**

Compliance: The land proposed for diversion has already been demarcated with RCC pillars with Serial no and DGPS Coordinate on each pillar and distance from pillar to pillar at project cost. The same will be maintained throughout. An Undertaking by the user agency to this effect is attached as **Annexure- 9.**

Condition no (xii) **The State Forest Department/UA shall submit the surveyed sketch of non forest land identified for CA, giving forward and backward bearing of each demarcation pillar and distance between them. The State Forest Department / User Agency shall submit the DGPS reading of each demarcated pillar giving the Latitude and the Longitude.**

Compliance: The surveyed sketch of CA land identified in village Anjira under Dharamsala Tahasil of district Jajpur with DGPS Coordinates on it is furnished at Annexure-10(a). Statement showing the pillar no , DGPS Coordinates, Forward and Backward bearing and distance from pillar to pillar is attached as annexure- 10(b).

- Condition no(xiii): **The transfer of forest land to M/s Emami Cement Ltd. shall not be effected by M/s IDCO without prior approval from Ministry of Environment Forest & Climate Change.**
- Compliance: The forest land will be transferred to M/s Emami Cement Limited (renamed as NU Vista Ltd) by IDCO after final approval order is issued by MoEF&CC, Eastern Regional Office, Bhubaneswar. An undertaking by IDCO to this effect is attached at Annexure- 11.
- Condition No (xiv): **No additional or new path will be constructed inside the forest area for any activity related to the project work.**
- Compliance: No additional or new path will be constructed inside the forest area for any activity related to the project work. An undertaking by User Agency to this effect is at **Annexure-12**
- Condition No (xv): **No labour camp shall be allowed in the forest area.**
- Compliance: The User Agency will not allow any labour camp in the forest area. An undertaking to this effect is furnished at **Annexure-13**
- Condition No(xvi): **The user agency shall provide alternate fuel preferably LPG to the labourers and the staff working at the site so as to avoid any damage an pressure on the adjacent forest areas.**
- Compliance: The user agency will provide alternate fuel preferably LPG to the labourers and the staff working at the site so as to avoid any damage any pressure on the adjacent forest areas. An undertaking to this effect is furnished at **Annexure-14**
- Condition No(xvii): **The user agency while executing works, shall not fell any tree or damage forest growth in the surrounding forest area in any manner.**
- Compliance: The user agency i.e. M/s Emami Cement Limited (Renamed as NU Vista Ltd) while executing works, will not fell any tree or damage forest growth in the surrounding forest area in any manner. An undertaking to this effect is furnished at **Annexure-15**

Condition No(xviii): **The forest land shall not be used for any purpose other than that specified in the proposal and under no circumstances be transferred to any other user agency, department or person without the prior approval of Ministry of Environment, Forest & Climate Change.**

Compliance: The User Agency i.e. M/s Emami Cement Limited(Renamed as NU Vista Ltd) and IDCO, Bhubaneswar will not use the diverted forest land for any purpose other than that specified in the proposal and under no circumstances be transferred to any other user agency, department or person without the prior approval of Ministry of Environment, Forest & Climate Change. An undertaking to this effect is furnished at **Annexure-16**

Condition No (xix): **The layout plan of the proposed forest land shall not be changed without the prior approval of Ministry of Environment, Forest & Climate Change.**

Compliance: The User Agency i.e. M/s Emami Cement Limited (Renamed as NU Vista Ltd) and IDCO, Bhubaneswar will not change the layout plan of the proposed forest land without the prior approval of Ministry of Environment, Forest & Climate Change. An undertaking to this effect is furnished at **Annexure-17**

Condition no(xx): **The State Government shall complete settlement of rights, in term of the Scheduled Tribes and Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, if any, on the forest land to be diverted and submit the documentary evidence as prescribed by this Ministry in its letter No.11-9/1998-FC (pt.) dated 03.08.2009 read with letter No.11-9/1998- FC (pt.) dated 05.02.2013 and 05.07.2013, in support thereof.**

Compliance: The Settlement of rights, in term of the Scheduled Tribes and Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, has been completed and necessary certificate has been issued by the Collector, Jajpur vide letter no 746 dated

28.03.2018. The copy of the certificate along with the proceedings of SDLC and DLC are attached as **Annexure- 18**

Condition No(xxi): **Any other conditions that the Ministry of Environment, Forest & Climate Change may impose from time to time in the interest of afforestation, conservation and management of flora and fauna in the area, which shall be complied by the user agency.**

Compliance: The User agency will comply any other conditions that the Ministry of Environment, Forest & Climate Change may impose from time to time in the interest of afforestation, conservation and management of flora and fauna in the area. An undertaking to this effect is furnished at **Annexure-19**

Condition No(xxii): **The State Govt. and user agency shall ensure compliance to provisions of the all Acts, Rules, Regulations, Guidelines, NGT Order (s) & Hon'ble Court Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project.**

Compliance: The User Agency will ensure compliance to provisions of the all Acts, Rules, Regulations, Guidelines, NGT Order (s) & Hon'ble Court Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project. An undertaking to this effect is furnished at **Annexure-20**

Compliance to conditions imposed vide letter no 10F (Cons) 85/2018 10143/F&E Dated 01.05.2018 of Forest & Environment Department, Government of Odisha, Bhubaneswar

Condition 1: **The Site Specific wildlife Conservation Plan prepared for Protection and Conservation of Wildlife in and around the project area and approved by the Chief Wildlife warden, Odisha shall be implemented at Project Cost.**

Compliance: Site Specific Wildlife Conservation Plan prepared for Protection and Conservation of Wildlife in and around the project area has been approved vide Letter No 11508/1WL-FC-Rail-SSP-111/2018 Dated 20.12.2018 of PCCF (WL) & Chief Wildlife Warden, Odisha,

Bhubaneswar (**Annexure- 21**). The approved amount Rs 46,04,000/- has been deposited vide UTR No 619073312494 dated 14.03.2019 (**Annexure-22**) The intimation about payments made to ODISHA CAMPA Fund is attached as **Annexure-23**.

Condition 2: Memorandum of Association, Article of Association and Certificate of incorporation under company's act of M/s Emami Cement Limited shall be furnished.

Compliance Memorandum of Association, Article of Association and Certificate of incorporation under companies act of M/s Emami Cement Limited (Now Renamed as NU VISTA LIMITED) are enclosed as **Annexure -24**.

Further, the Emami Cement Limited has been renamed to " NU VISTA LIMITED). The copy of the intimation to all concerned is attached as **Annexure-25**.

The aforementioned compliances along with relevant documents and undertaking may kindly be transmitted to the proper quarter for according final Stage-II approval towards diversion of 8.114ha of forest land in favor of the User Agency viz Odisha Industrial Infrastructure Development Corporation (IDCO) for construction of Railway line & siding by Project Proponent i.e Emami Cement Ltd. (Renamed as NU VISTA LIMITED).

Encl: (i) Annexure- I to 25 & Payment Statement in prescribed CAMPA fund.
(ii) KML File / Shape file of CA land.

Yours Faithfully,

Chief General Manager (Land)

IDCO, Bhubaneswar.

Chief General Manager (Land)
IDCO, Bhubaneswar

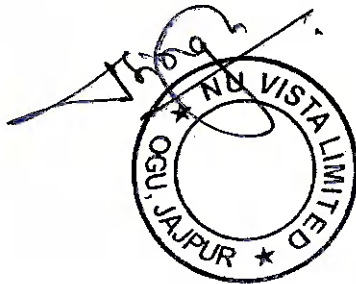
Annexure-1

Undertaking by User Agency.

[Ref: Condition no (i) of Stage-I approval Order]

This is to undertake that "Legal status of the diverted forest land in village Mantira and Rabana village under Danagadi Tahsil of district Jajpur shall remain unchanged."

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

AGENCY COPY	
NEFT / RTGS CHALLAN for Ad-HOC CAMPA	
Date : 24-08-2018	
Agency Name.	IDCO
Application No.	5930199157
MoEF/SG File No.	5-ORC348/2018-BHU
Location.	ORRISA
Address.	IDCOTOWERS, JANPATH, BHUBANESWAR- 751022Khordha
Amount(In Rs)	7056864/-
<p>Amount in Words: Seventy Lakhs Six Thousand Eight Hundred and Sixty Four Rupees Only</p> <p>24 AUG 2018</p> <p>NEFT/RTGS to be made as per following details:</p> <p>Journal No. _____</p> <p>Checker ID No. _____</p>	
Beneficiary Name:	ORRISA CAMPA
IFSC Code:	CORP0000371
Pay to Account No.	150825930199157
	Valid only for this challan amount.
Bank Name & Address:	Corporation Bank Lodhi Complex Branch, Block 11, CGO Complex, Phase I, Lodhi Road, New Delhi -110003
<ul style="list-style-type: none"> • This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only • This challan is valid only for seven days. 	

SPIN 3182 3689 2722

After making successful payment, User Agencies n
Email: helpdeskampa@corpbank.co.in

For Orissa Industrial Infrastructure
Development Corporation

Authorised Signatories

S.B.

OFFICE OF THE DIVISIONAL FOREST OFFICER: CUTTACK FOREST DIVISION

AT:- GHATAKULA: NUAPADA: CUTTACK-753 010

Annexure-2/1

Tel:- 0671-2340443 / Email:- dfo.cuttackforest division@yahoo.com

No 6368/5F(Misc. & Mining) 235/2018.

Dated, Cuttack the 06 th July, 2018.

To

The Chief General Manager (Land),
IDCO, IDCO Towers, Janpath,
Bhubaneswar-751022

Sub: Proposal for Diversion of 8.114 ha. of Revenue Forest land for construction of Railway Line & Siding at village Mantira and Rabana under Dangadi Tahasil of Jajpur District by IDCO for M/s Emami Cement Ltd. vide FP/OR/RAIL/30199/2017 (State SI No- 067/2017 dated.21.11.2017.

Ref:- Letter No.5-ORC348/2018-BHU Dt.18.06.2018 of GoI, MoEF & CC, ERO.

Sir,

Please refer to the letter cited above of the Govt. of India, MoEF & CC wherein Stage-I (in principle) approval order has been accorded by Govt. of India, MoEF & CC for construction of Railway Line & Siding at village Mantira and Rabana under Dangadi Tahasil of Jajpur District by IDCO for M/s Emami Cement Ltd. subject to fulfillment of certain conditions. For compliance of condition No.2 (viii) imposed in the aforesaid Stage-I order, an amount of **Rs.19,77,500/-** (Rupees Nineteen lakh Seventy Seven thousand Five hundred) only the approved financial outlay for Compensatory Afforestation scheme over 8.70 ha. of non-forest land in village Anjira under Dharmasala Tahasil in Dalijora Range of Cuttack Forest Division is to be deposited by the user agency.

Hence, it is requested to deposit the above funds with the Adhoc body of Compensatory Afforestation Fund Management and Planning Authority (CAMPA) through **e-payment module** and submit the receipt of the deposition with UTR No. & date to this office for record.

Yours faithfully,


Divisional Forest officer
Cuttack Forest Division

Memo No _____/Date

Copy submitted to the Addl. Principal Chief Conservator of Forests (Forest Diversion & Nodal Officer, FC Act), O/o the PCCF, Odisha, Bhubaneswar for favour of kind information and necessary action with reference to his Memo No.13991 dt.28.06.2018.

Divisional Forest Officer
Cuttack Forest Division

Memo No _____/Date

Copy submitted to the Addl. Pr. Chief Conservator of Forests, Angul Circle, Angul for favour of kind information and necessary action with reference to Memo No.13991 dt.28.06.2018 of the Deputy Conservator of Forests (Nodal), O/o the PCCF, Odisha.

Divisional Forest Officer
Cuttack Forest Division

OFFICE OF THE DIVISIONAL FOREST OFFICER: CUTTACK FOREST DIVISION

AT:- GHATAKULA: NUAPADA: CUTTACK-753 010

Annexure-2/2

Tel:- 0671-2340443 / Email:- dfo.cuttackforest division@yahoo.com

No 6365 /5F(Misc. & Mining) 235/2018.

Dated, Cuttack the 06 th July, 2018.

To

The Chief General Manager (Land),
IDCO, IDCO Towers, Janpath,
Bhubaneswar-751022

Sub: Proposal for Diversion of 8.114 ha. of Revenue Forest land for construction of Railway Line & Siding at village Mantira and Rabana under Dangadi Tahasil of Jajpur District by IDCO for M/s Emami Cement Ltd. vide FP/OR/RAIL/30199/2017 (State SI No- 067/2017 dated.21.11.2017.

Ref:- Letter No.5-ORC348/2018-BHU Dt.18.06.2018 of GoI, MoEF & CC, ERO.

Sir,

With reference to the letter cited above on the captioned subject, it is to inform that MoEF & CC, GoI, ERO vide letter under reference have accorded "In-Principle" approval for diversion of revenue forest land for construction of Railway Line & Siding at village Mantira and Rabana under Dangadi Tahasil of Jajpur District by IDCO for M/s Emami Cement Ltd. subject to fulfillment of 22 nos of conditions.

In this connection for compliance of Condition No.2(ii), it is requested to pay the Net Present Value (NPV) of forest area proposed to be diverted under the proposal as per the orders of Hon'ble Supreme Court of India dt.28.03.2008, 24.04.2008 and 09.05.2008 in Writ Petition (Civil) No.202/1195 and the Guidelines issued vide letter No.5-3/2007-FC dt.05.02.2009 in this regard. The NPV amount is calculated below:-

- (i) The forest area proposed for diversion 8.114 Ha.
- (ii) Eco-value class-III, density of vegetation below 0.4
- (iii) The NPV to be paid @ Rs.6,26,000/- per Ha.=8.114 Ha.X 6,26,000/-= **Rs.50,79,364/-**
(Rupees Fifty lakh Seventy Nine thousand Three hundred Sixty Four) only.

For compliance of condition No.2(iii), it is requested to furnish an Undertaking to pay the additional amount of NPV if so determined as per final decision of the Hon'ble Supreme Court of India. Hence, you are requested to make arrangement for payment of the above amount through **e-payment module** and submit the receipt of the deposition as evidence with UTR No. & date to this office for reference and record.

PTO

Besides, you are requested to make point wise compliance of all other conditions imposed in Stage-I approval order.

Yours faithfully,

Signature
6/7/2018
Divisional Forest officer
Cuttack Forest Division

Memo No _____/Date

Copy submitted to the Addl. Principal Chief Conservator of Forests (Forest Diversion & Nodal Officer, FC Act), O/o the PCCF, Odisha, Bhubaneswar for favour of kind information and necessary action.

Divisional Forest Officer
Cuttack Forest Division

Memo No _____/Date

Copy submitted to the Addl. Pr. Chief Conservator of Forests, Angul Circle, Angul for favour of kind information and necessary action.

Divisional Forest Officer
Cuttack Forest Division

OFFICE OF THE DIVISIONAL FOREST OFFICER: CUTTACK FOREST DIVISION

AT:- GHATAKULA, NUAPADA, CUTTACK 753010

Tel:- 0671-2340443 / Email:- dfo.cuttackforest division@yahoo.com

No. 9610 /5F (Forest Diversion) 235/2018
Dated, Cuttack, the 09th November, 2020.

Annexure - 2/3

To

The Principal Chief Conservator of Forests
Forest Diversion & Nodal Officer, FC Act
O/o- the Principal Chief Conservator of Forests,
Odisha, Bhubaneswar

Sub:-

Proposal for diversion of 8.114 Ha. Revenue Forest land in favour of IDCO for enabling M/S Emami Cement Ltd. (Now NU VISTA LTD.) to construct Railway line & siding at village Mantira & Rabana under Danagadi Tahasil of Jajpur District to facilitate transportation of raw material/ finished products to/ from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur District, Odisha.

Ref:-

This office Memo No. 8942 dt. 06.10.2020.

Your office Memo No. 17288 dt. 05.09.2020.

In inviting a reference to the memos cited above on the captioned subject, it is to inform that as per demand vide memo under reference, the user agency has deposited an amount of Rs. 5,62,000/- (Rupees five lakh sixty-two thousand) only through e-payment module in favour of Ad-hoc Body of Compensatory Afforestation Management and Planning Authority (CAMPA) Account No. 150825930199157 with the Corporation Bank, Lodho Complex Branch, New Delhi-110003 vide UTR No. SBIN120308638024 towards balance amount of the revised financial outlay of CA Scheme in respect of the above project. The copy of receipt for the above deposited amount is enclosed herewith for favour of kind information and necessary action.

Encl:- As above.

Divisional Forest Officer,
Cuttack Forest Division

Memo No.

dt.

Copy submitted to Regional Chief Conservator of Forests, Angul Circle, Angul for favour of kind information & necessary action with reference to this Memo No. 8943 dt. 06.10.2020.

Divisional Forest Officer,
Cuttack Forest Division

Memo No.

dt.

Copy forwarded to the Chief General Manager (Land), Odisha Industrial Infrastructure Development Corporation IDCO, IDCO Towers, Janpath, Bhubaneswar-751022 for information & necessary action with reference to his letter No. 14862 dt. 05.11.2020.

Divisional Forest Officer,
Cuttack Forest Division

172
Anderson
- 2/4

AGENCY COPY

NEFT/RTGS CHALLAN for Ad-HOC CAMPA

Date : 30-10-2020

Date : 30-10-2020	
Agency Name.	IDCO
Application No.	5930199869
MoEF/SG File No.	5-ORC348/2018-BHU
Location.	ORRISA
Address.	IDCOTOWERS, JANPATH, BHUBANESWAR- 751022Khordha
Amount(in Rs)	562000/-

Amount in Words : Five Lakh Sixty-Two Thousand Rupees Only

NEFT/RTGS to be made as per following details;

Beneficiary Name:	ORRISA CAMPA
IFSC Code:	CORP0000371
Pay to Account No.	150825930199869
Bank Name & Address:	Corporation Bank Lodhi Complex Branch, Block 11, CGO Complex, Phase I, Lodhi Road, New Delhi -110003

- This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only

After making successful payment, User Agencies may
Email: helpdeskampa@corpbank.co.in

6095666
भा. स्ट. बैंक / SBI, INDIA
03 MAY 77
CODE: 07891
जनत सं / जनत सं
इकाई सं / इकाई सं

Dradeep Sahani, 10/11/2020
3.11.2020

BRIN 12030 8638024

PCCF (FD)
O, FC ACT.

Annexure
- 2/5

PRINCIPAL CHIEF CONSERVATOR OF FORESTS ODISHA, BHUBANESWAR 12709 15 OCT 2020 By e-mail Received No. 753010

169

OFFICE OF THE DIVISIONAL FOREST OFFICER: CUTTACK FOREST DIVISION
AT:- GHATAKULA, NUAPADA, CUTTACK 753010

Tel:- 0671-2340443 FAX:- 0671-2347611 Email:- dfo.cuttackforestdivision@yahoo.com

No. /5F(Forest Diversion) 235/2018

Dated, Cuttack the th October, 2020

To

The Chief General Manager (Land)
Odisha Industrial Infrastructure Development Corporation
IDCO, IDCO Towers, Janpath, Bhubaneswar-751022.

Sub:- Proposal for Diversion of 8.114 ha. of Revenue Forest land for construction of Railway Line & Siding at village Mantira and Rabana under Dangadi Tahasil of Jajpur District by IDCO for M/s Emami Cement Ltd. vide FP/OR/RAIL/30199/2017 (State SI No- 067/2017 dated.21.11.2017.

Ref:- (i) This office Letter No. 6368 dt. 06.07.2018.
(ii) Memo No.17290 dt. 05.10.2020 of the Principal Chief Conservator of Forests (Forest Diversion & Nodal Officer, FC Act), Odisha, Bhubaneswar.

Sir,

In continuation to this office letter under reference on the captioned subject, this is to inform that, the Principal Chief Conservator of Forests, Forest Diversion & Nodal Officer, FC Act, O/o the PCCF, Odisha has approved, the revised financial outlay of CA Scheme for Rs. 25,39,500/- at current wage rate @303.40/- per manday. Previously you have already deposited Rs. 19,77,500/- towards cost of CA as per the demand-raised vide this office letter No. 6368 dt.06.07.2018.

In view of above, it is requested to make necessary arrangement to deposit the balance amount Rs. 5,62,000.00 (Rs.25,39,500.00 – Rs.19,77,500.00) with the Adhoc body of Compensatory Afforestation Fund Management & Planning Authority (CAMPA) through e-payment module & submit the receipt of the deposition to this office for ready reference.

Yours faithfully,

Divisional Forest Officer,
Cuttack Forest Division
(PTO)

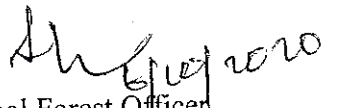
2
15/10
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14C

Memo No. 8942

dt. 06-10-2020


Copy submitted to the Principal Chief Conservator of Forests (Forest Diversion & Nodal Officer, FC Act), O/o- the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for favour of kind information & necessary action with reference to his Memo No. 17288 dt. 05.10.2020.


Divisional Forest Officer,
Cuttack Forest Division

Memo No.

dt.

Copy submitted to the Regional Chief Conservator of Forests, Angul Circle, Angul for favour of kind information & necessary action with reference to office Memo No. 17289 dt. 05.10.2020. of the Principal Chief Conservator of Forests (Forest Diversion & Nodal Officer, FC Act), Odisha.


Divisional Forest Officer,
Cuttack Forest Division

Annexure - 2/6

162

Revised Financial Outlay for **Compensatory Afforestation Scheme** over an area of **8.70 ha** of non- forest land identified in **Village Anjira** under Dharmasala Tahsil of Jajpur District in **Dalijoda Range** in **Cuttack Forest Division** against proposed diversion of 8.114 ha of Forest Land for construction of Railway line & siding Project by **IDCO for M/s Emamai Cement Ltd.**

(Wage Rate @ Rs.303.40 per MD)

Sl. No.	Description	Amount (Rs.)
1.	Cost of Block Plantation without fencing @ 1600 plants per ha over 8.70 ha @ Rs.1,36,417.26 per ha with 10 years maintenance	11,86,830.00
2.	Barbed wire fencing over 1360 mtr with 3 yrs maintenance @ 2% of cost per RKM @ Rs.6,83,362/- per KM	9,29,372.00
	Sub-Total	21,16,202.00
5.	Add Escalation Cost (20%)	4,23,240.00
	Grand Total	25,39,442.00 Or rounded off to 25,39,500.00

(Rupees Twenty Five Lakhs Thirty Nine Thousand Five Hundred) only

(*)NB:- The cost norm & analysis of rate of above item of works at the revised minimum wage of Rs 303.40/MD are enclosed for necessary action.

Technically Approved

T. S. Jena
Principal Chief Conservator of Forests
Forest Diversion & Nodal Officer, FC Act

30/9/20

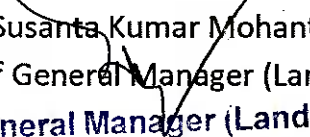
Ref: P-15/C

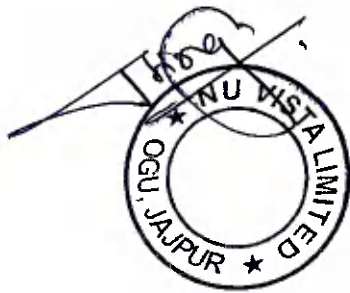
Annexure-3

Undertaking by User Agency.

[Ref: Condition no (iii) of Stage-I approval Order]

This is to undertake **"to pay the additional amount of NPV, if so determined, as per the final decision of the Hon'ble Supreme Court of India."**


(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

OFFICE OF THE TAHASILDAR, DHARMASALA

No 1963 /Date 19.7.19

To

The Divisional Forest Officer, Cuttack.

Sub: - Alienation of non-forest Government land for compensatory afforestation for user agency IDCO, Bhubaneswar for M/S Emami Cement Ltd, Kalinganagar Jaipur.

Ref:- Letter No 10977 Dt. 26.06.19 of Land Officer, IDCO, Bhubaneswar.

Sir,

With reference to the letter on the subject cited above, I am to say that, Collector, Jaipur has sanctioned alienation of following non-forest Government land for raising compensatory afforestation in lieu of equal extent of forest land to be diverted by the IDCO Bhubaneswar for the user agency M/S Emami Cement Ltd, subject to payment of premium and other government dues. After receipt of premium and other dues from the IDCO Bhubaneswar, the RoR has been corrected accordingly in favour of Forest Department Odisha Bhubaneswar. The copy of RoR is enclosed herewith for favour of information and necessary action.

Land Schedule

Mouza	Khata No	Plot No	Area	Kisam
Anjira	1729	5839	Ac.21.50 out of Ac.42.88	Pahada

Yours faithfully,

Tahasildar, Dharmasala

Memo No 1964 /Date 19.7.19

Copy forwarded to the Chief General Manager (Land) IDCO, IDCO Towers Janapath Bhubaneswar for favour of kind information.

Tahasildar, Dharmasala

Memo No 1965 /Date 19.7.19

Copy submitted to the Additional District Magistrate, Jaipur for favour of kind information and necessary action.

Tahasildar, Dharmasala

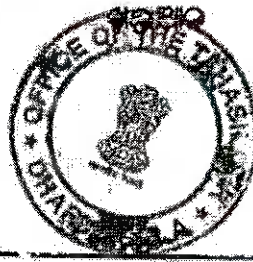
Memo No 1966 /Date 19.7.19

Copy forwarded to the M/S Emami Cement Ltd. Kalinganagar, Jaipur Road for information and immediate necessary action.

Tahasildar, Dharmasala

Schedule I—Form No. 39-A (Revised)

ମୌଜା ଅଞ୍ଚଳ
ଥାନା ପିରିସାଲ
ଥାନା ନମ୍ବର ୪୩୮



ବହଳେ ପିରିସାଲ
ବହଳ ନମ୍ବର
କ୍ଷେତ୍ର ମାଜପୁର

ନିମ୍ନଲିଖିତ ନାମ
ଓ
ବେଢ଼ା ଓ ଶାସନ ନମ୍ବର

ପିରିସାଲ ନମ୍ବର ୪୩୮

୧। ବେଢ଼ା ନମ୍ବର

୧୭୭୮/୨

୨। ପ୍ରକାଶ ନାମ, ପିତାଙ୍କ ନାମ,
ଜାତି ଓ ବାସସ୍ଥାନ

ପିରିସାଲ ନାମ ପ୍ରକାଶ ପିରିସାଲ ନାମ
ଅଞ୍ଚଳ, କ୍ଷେତ୍ର ଓ ଶାସନ

୩। ଶ୍ରେଣୀ

କଳକର

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୪। କମ୍ପ୍ୟୁଟରାଇଜେଡ୍ ମ୍ୟୁଟେସନ୍ ରେକର୍ଡ

୫। ଶ୍ରେଣୀ

୬। ବେଢ଼ା ନମ୍ବର, ଶାସନ ନମ୍ବର

Lease Case No: 26/18 ଶ୍ରେଣୀ: ପ୍ରାଚୀନ
୪୪୭.୮୮ ଓ ୪୭୧.୫୦ ଶାସନ: ୧୭୭୮/୨

ମାଜପୁର
୧୮.୭.୧୮
ସିନ

COMPUTERISED MUTATION R.O.R.

BLANK SPACE FOR STAMPING

Tahasildar/Assistant Tahasildar

Binding Space

ପ୍ରତି ପ୍ରସ୍ତୁତ ଓ ଚେକ ନାମ	କ୍ରମ ନମ୍ବର	କାର୍ଯ୍ୟର ପ୍ରାକ୍ତିତ ବିବରଣୀ ଓ ତାରିଖ	ରକମ				ମନ୍ତବ୍ୟ
			ହେକ୍ଟର	ବ୍ୟ ମି.	ଫୁଟ	ଚେକ ନମ୍ବର	
୧	୨	୩	୪	୫	୬	୭	୮
<p>ଝାମଟ</p> <p>୭୮୩୦</p> <hr/> <p>୧୨୬</p>	ପାଣ୍ଡି				<p>୨୧ ୫୦</p> <hr/> <p>୨୧ ୫୦</p>	<p>Compensation Afforestation for TMS Emami Cement Ltd. through IDCO, Bhubaneswar</p>	

Binding Space

1. The following is a list of the names of the persons who have been appointed to the various positions in the organization of the American Society of International Law, for the year 1910-1911:

[illegible]

A first draft notification program for borrowers of non-target level standard interest on Federal Government or District of Columbia Fixed Rate Government Securities Administration will be in accordance with 8.14 % of interest based on Super Interest as required by 30 USC 203 and 204.

Downloaded from <http://ajphaphysoc.org/> at University of California, San Diego on November 16, 2015

NY Airlog No. 128524-42, dated 23 Oct 1946 and Special Secretary to Chief of
Canada, FBI Department.

Page Number: 1300 OF 1300 Page Date: 11/01/2018

[illegible]

THE UNIVERSITY OF CHICAGO

1. Draft Affidavit prepared
2. Stamp/Signature Order dated 18.04.2018 of District Magistrate, Jalandhar
3. Copy of Memo No. 13653 F&E dated 23.04.2018 of District Collector, F&E Department
4. Lead schedule of notations sent attached for C.A.
5. Alienation Order No 744 dated 02.03.2018 of Collector, Jalandhar
6. Copy of Letter No 1953 dated 19.07.2018 of Tehsildar, Dharamsala
7. Letter No.07 dated 02.01.2018 of Tehsildar, Dharamsala
8. Copy of Bill

REDMI NOTE 5 PRO
MI DUAL CAMERA

Memo No. 4977 /dated. 17-12-19

Copy forwarded to the Divisional Forest Officer, Cuttack Forest Division
information and necessary action with reference to his Memo No 8544 dated
02.11.2019.

Regional Chief Conservator of Forests,
Angul

Memo No. 4978 /dated. 17-12-19

Copy forwarded to the Project Head, M/s. Emami Cement Ltd., Kalinganagar,
Japur for information.

Regional Chief Conservator of Forests,
Angul

Government of Odisha
Forest & Environment Department

NOTIFICATION

No. FE-DIV-FLD-0023-2020- 14037 / F&E, Date 11.09.2020
10F (Cons) 134/2020

In exercise of the powers conferred under Section 33 of the Orissa Forest Act 1972 (Orissa Act 14 of 1972), the State Government do hereby declare that the following land situated in Village-Anjira under Dharmasala Tahsil in the District of Jajpur mutated and transferred in favour of Forest & Environment Department for the purpose of raising compensatory afforestation thereon against the proposed diversion of 8.114ha of revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd to construct railway line and siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur District, Odisha vide in-principle approval order No.5-ORC348/2018-BHU dtd.18.06.2018 of Government of India, Ministry of Environment, Forests & Climate Change, Eastern Regional Office, Bhubaneswar under Section 2 of the forest (Conservation) Act. 1980. the limits of which are specified below and the area of which is 8.70ha (21.50 acres), shall be Protected Forests with effect from the date of issue of the Notification and shall be known as "Anjira-1 Protected Forest".

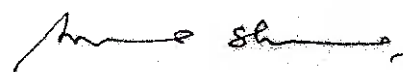
Forest Block:

Name of the Protected Forest : Anjira-1 Protected Forest
Area in Ha : 8.70 ha
Area in acres : 21.50 Ac.
Name of the Village : Anjira
Name of the Police Station : Dharmasala
Name of the Tahasil : Dharmasala
Name of the Sub-Division : Jajpur
Name of the District : Jajpur

Land Schedule:

Village	Khata No.	Plot No.	Kisam	Total area in Ac.	Boundary description			
					North	South	East	West
Anjira	1729/2	5839/7930	Pahada	21.50	Plot No. 5835, 5834	Plot No. 7459, 7468, 7466, 7465, 7464, 7463, 7462, 7461, 7460, 6788 (Pt)	Plot No. 5874	Plot No. 6787, 6788 (Pt)
Total				21.50 Ac (8.70 ha)				

By Order of the Governor



(DR. MONA SHARMA)

Additional Chief Secretary to Government

By e-mail: deputydirectorpp@rediffmail.com

Memo No. 14038 /F&E Date 11.09.2020

Copy forwarded to the Director of Printing, Stationery and Publication, Odisha Cuttack for publication in an extra-ordinary issue of the Odisha Gazette and supply 10 copies of printed notification each to Forest & Environment Department/Director of Land Records and Surveys, Odisha, Cuttack/ Collector, Jajpur/ Divisional Forest Officer, Cuttack Forest Division/ Tahasildar-Dharmasala, Dist- Jajpur.

2. The Notification is statutory and may be assigned SRO number.

d
11/9/2020

Special Secretary to Government

Memo No. 14039 /F&E Date 11.09.2020

Copy forwarded to the Assistant Inspector General of Forests, Govt. of India, Ministry of Environment & Forest and Climate Change, (F.C. Division), Indira Paryavaran Bhawan, Jor Bagh, Aliganj Road, New Delhi-110003/ Deputy Director General of Forests (Central), Govt. of India, MoEF&CC, Eastern Regional Office, A/3, Chandrasekharapur, Bhubaneswar-23 for information and necessary action.

d
11/9/2020

Special Secretary to Government

Memo No. 14040 /F&E Date 11.09.2020

Copy forwarded to the Revenue & Disaster Management Department/ Director of Land Records and Survey, Odisha, Cuttack/ R.D.C. (C.D) Cuttack, Dist-Cuttack/ Collector, Jajpur/ Tahasildar-Dharmasala, Dist- Jajpur for information and necessary action.

d
11/9/2020

Special Secretary to Government

Memo No. 14041 /F&E Date 11.09.2020

Copy forwarded to the Principal Chief Conservator of Forests, Odisha Bhubaneswar/ Principal Chief Conservator of Forests (Forest Diversion) & Nodal Officer, FC Act O/o the PCCF, Odisha/ Regional Chief Conservator of Forests, Angul Circle/ Divisional Forest Officer, Cuttack Forest Division for information and necessary action.

d
11/9/2020

Special Secretary to Government

Memo No. 14042 /F&E Date 11.09.2020

Copy forwarded to the O.I.C., State Portal, N.I.C., I.T. Department, Odisha Secretariat, Bhubaneswar for information and necessary action/ (5 spare copies for G.F).

d
11/9/2020

Special Secretary to Government

Memo No. 14043 /F&E Date 11.09.2020

Copy forwarded to the Under Secretary to Government, Office Establishment Section, Forest & Environment Department for information and necessary action with reference to their letter No.21646/F&E dtd.22.11.2016.

d
11/9/2020

Special Secretary to Government

CHECK LIST SERIAL NUMBER: 18

**SCHEME FOR COMPENSATORY
AFFORESTATION .**

**In lieu of Diversion of 8.114 ha of Forest land
against Railway Line & Siding project by IDCO,
Bhubaneswar at Kalinganagar of Dangadi
Tahasil, District: Jajpur.**

**(Non Forest land selected for Compensatory
Afforestation -8.700 ha (21.50 Acre)**

Block Plantation: 8.700 ha

**By Divisional Forest Officer,
Cuttack Division.**

SCHEME FOR COMPENSATORY AFFORESTATION

1. Introduction:

The Odisha Industrial Infrastructure Development Corporation has allotted 66.25 acres of land to M/s Emami Cement Ltd. for establishment of industries i.e. Emami Cement Ltd at Kalinganagar Industrial Estate, of Dangadi Tahasil district Jajpur. To facilitate transportation of Raw materials / finished product, a Rail line & Siding project has been proposed to be constructed to take up from Tata Railway Siding near Jakhapura Station on Howrah-Chennai main line of East Coast Railway. This project requires forest land of 20.05 acres (8.114ha). After diversion of Forest land, it will be allotted to M/s Emami Cement Ltd. for construction of railway siding. The M/s IDCO has already filed Forest Diversion Proposal vide Proposal No FP/OR/RAIL/30199/2017 (State SI no: OR - 067/2017 dated 21.11.2017).

The Tahasildar, Dharmasala vide his letter no 4799 dated 20.12.2017 has intimated about selection of Govt. Non Forest land for Compensatory Afforestation purpose and after joint verification it is found suitable for plantation purpose.

2. Details of Non-forest land allotted for Compensatory Afforestation:

The land details of Government Non Forest area selected and allotted for compensatory afforestation is as follows.

Village: Anjira; Tahasil : Dharmasala. District: Jajpur;

Name of Forest Division: Cuttack Division ; Range: Dalijoda.

Land Schedule:

Sl. No.	Village	Khata no.	Plot No.	Kissam	Area taken in Ac.	Total Plot Area in Ac.
1	Anjira	1729	5839	Pahada	21.50 or 8.70 ha	42.880

Area to be afforested: 8.70ha

3. Description of Area.

The land selected and allotted by the Collector, Jajpur comes within territorial jurisdiction of Dalijoda Range, Gada Madhupur Section. The land is in a single patch and close to non forest land already selected for other projects against forest diversion. This will facilitate better management in future.

Soil: The land is having a good soil depth to bear good and healthy vegetation. Soil is loamy with gravels. There is no remarkable erosion. In some pockets compact hard soil is visible.

Topography: The land is with mixed topography of Plain with one hillock. The altitude of plains is about 60m MSL where as the hillock is of 80m MSL. The slope is gently to moderate.

Climate: The area experiences a tropical climate. The average rainfall is 1400mm. summer is from March to June. The South West monsoon brings usual rain and most of the rainfall receives within July to October. Depression in Bay of Bengal brings wide spread rainfall to this region.

Vegetation: The selected area now bears thorny bushes with average height of 0.50m. Bushes of Kurei, Kendu, and thorny species are seen. The land is suitable for planting of indigenous species which can tolerate long dry spell and grow well to create green cover in future.

Biotic interference.

The area experiences grazing pressure mostly Goat and cattle. The area is little away (about 1km) from habitation.

Villages surrounding the area. The land is surrounded by village- Nityanandapur of Dhenkanal district and Mahulkhali, Muraripur of Jajpur district.

The population in these villages is as given below.

District	Name of village	No_HH	TOT_P	TOT_M	TOT_F	P_SC	P_ST
Jajpur	Anjira (CT)	1218	6561	3320	3241	760	1110
	Chakradhar Pur	412	1855	937	918	329	882
Dhenkanal	Nityanandapur	375	1888	971	917	384	42
	Total	2005	10304	5228	5076	1473	2034

The population is mainly General (65.97%), SC (14.3%) & ST (19.73%). The total work force as per 2011 census is 2834 (27.50%). There is availability of labour for any forestry operation.

4. Plantation Model:-

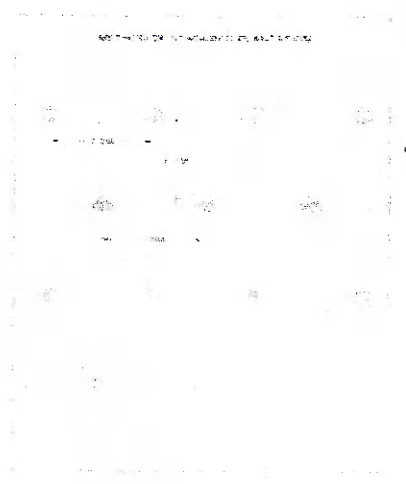
It is proposed to take up plantation in Block Plantation mode @1600 plants per hectare. Soil & Moisture Conservation measures like Contour Bonding, Staggered trenches are suitable to have better soil & Moisture conservation with increased moisture regime. This will be implemented as per cost norm approved by PCCF, Odisha in addition to other Site Specific inputs.

5. Schedule of Plantation Programme:-

As the area is in a compact patch and less than 10 ha it is proposed to take up the Block plantation work in a year and subsequent maintenance as per approved cost norm. The Soil conservation measures are also proposed to be taken up in the 1st yr. The Cost norm for Block Plantation is at Annexure-I.

6. Technical details:-

- a) **General:** The plantation will be taken up in Block Plantation mode. The year wise activities to be implemented has been enumerated in the approved Cost norm at annexure-I
- b) **Spacing:** The plant density proposed for planting is @1600 plants per ha. The spacing is 2.5mX2.5m which is generally adopted in this tract. It is suggested to have the line of planting along the contour and plant to plant in adjacent row is staggered.



This will reduce the runoff and encourage percolation of water and enrichment of vegetation.

- c) **Choice of Species:** The suitable species for the site as indicated from the present vegetation is preferable drought hardy and pioneer species as per plant succession. Mostly indigenous species will be planted up. In the plain / moderate slope species suggested are
 1. *Azadirachta indica* (neema)
 2. *Aegle marmelos* (Bela)
 3. *Artocarpus hetrophylla*.
 4. *Bombax ceiba* (Simili)
 5. *Cassia fistula* (Sunari)
 6. *Dendrocalamus strictus*. (Baunsha)
 7. *Gmelina arborea* (Gambhari)
 8. *Mangifera indica* (Aamba)
 9. *Peltiferum feroenium* (Radha chuda)
 10. *Phyllanthus emblica* (Anla)
 11. *Pongamia pinnata* (karanja)
 12. *Samania saman* (bada Chakunda)
 13. *Syzygium cumini* (Jamun)
 14. *Tamarindus indica* (Tentuli)
 15. *Terminalia tomentosa* (Asan)
 16. *Ziziphus mauritiana* (Bara koli)

17. *Bauhinia vahlii* (Siali)

Towards uphill side species of drier tract are to be preferred. These are

1. *Bombax ceiba* (Simili)
2. *Cassia fistula* (Sunari)
3. *Caesalpinia bonduc* (Gila)
4. *Clistanthus collinus*. (Karada)
5. *Terminalia tomentosa* (Asan)
6. *Ziziphus mauritiana* (Bara koli)
7. *Ficus bengalensis*, (bara)
8. *Dendrocalamus strictus*. (Baunsha)

d) Plantation Method.

d(i) Alignment, stacking and Pitting.

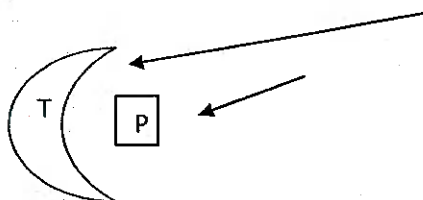
Alignment and stacking will be taken up in the month of January. Pits of size 45 cm x 45cm x 45cm are to be dugout with a spacing of 2.5mt x 2.5mt @1600 plants per hectare. Alignment will be made along the contour strictly. It is also suggested to have plants are staggered within adjacent rows to reduce runoff.

d(ii) Planting

Plantation will be done after first regular shower of monsoon and to be completed within a week. Basal dose of NPK/DAP fertilizer @30gm per plant to be given. Utmost care is to be taken to apply insecticides @5gm per pit. Casualty replacement is to be taken up during 1st year of plantation just after one month of planting. 10% causality replacement is also suggested during 2nd Year.

d(iii) Weeding, Soil working and Application of Fertilizer.

Post planting operation is most vital in success of any planting program. It is proposed to carry out two weeding during first year. Preferable Strip Weeding along the contour will be taken up. One weeding and soil working has to be done in second year and third year of plantation. Application of 30gms of NPK/DAP to be added to the soil per plant at the time of soil working during rains during 1st & 2nd year of plantation. During second weeding, provision of Half Moon trench is suggested. This will also be repeated during 2nd year also. The design is furnished below.



T : Half moon trench Indicates slope direction.

P: Plant position.

d(iv) Application of insecticide:

To prevent infestation of planted seedlings with diseases due to influx of insects and pests into the area, it is required to apply insecticides like Phorate at the time of planting. Foliar spraying of insecticide may be done if badly necessary.

d(v) Fire line tracing and maintenance:

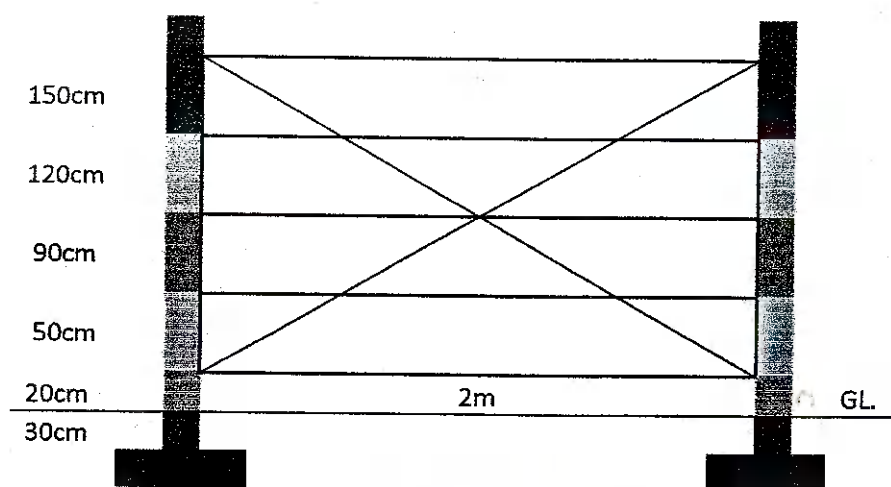
Tender seedlings planted are subject to damage by ground fire. It is required to protect the plantation and forest growth from fire hazard by tracing of fire lines. Boundary of the plantation and several internal lines need to be scrapped to a width of 2mtr during February-March. The cut back materials and dry leaves along with fire lines should be separated and dumped in pits outside the plantation area.

d(vi) Fencing.

The periphery of the patch selected is 1360 meter. It is suggested to have Barbed wire fencing all along the periphery for a well protected plantation. In view of the nature of site involved to prevent biotic interference.

Description of Barbed Wire Fencing

It is suggested to put T shaped pillars at an interval of 2m. The length of such pillar is 2.10 m. (1.8m above the ground & 0.30m below the ground.) Size 15cmx10cm. The Lower bar of inverted "T" is of 30cm including the width of the pillar. There will be 5 strands of two ply barbed wire at a height of 20cm, 50cm, 90cm, 120cm, and 150cm. Two strands will be put diagonally (connecting 20cm point to 150 cm point & 150cm point to 20cm point)



Barbed wire fencing Design.

87

The Cost for barbed wire fencing for fencing along 1.360 km comes to **Rs.5,82,080.00** (Rupees Five Lakh Eighty Two Thousand Eighty). The details is as given below.

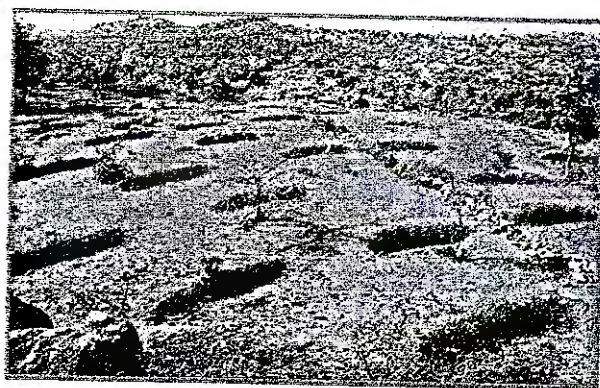
Details of Calculation of Barbed wire fencing for 1360 Rmt.			
Particulars of work	Unit	Rate/ each	Amount
1-Cost of RCC fence post size 7' X 6" X 4"(1 post over 2 meter) including loading, unloading & transportation to site	680	347.00	2,35,960.00
2-Cost of Barbed wire for 1360 Rmt with 7 layers parallel and cross section(1360X7=9520 Rmt =1904 Kg.(5mtr=1Kg appx.) including transportation to site.	1904	107.00	2,03,728.00
3-Fixing of RCC Pillar	680	107.00	72,760.00
4-Fixing barbed wire with fence post	680	96.00	65,280.00
5-Painting & numbering on L.S.			4,352.00
Total:-			5,82,080.00

d(vii) Watch and Ward:

Watch and ward is necessary to protect the area from grazing, fire accident and other biotic interference. Necessary provisions have been made in the approved cost norm.

e) Soil and Moisture Conservation Works:

In order to enhance soil moisture, check run off and arrest carrying of silt in the flow water it is required to have staggered trenches (Size 2m longx0.50 m width X0.5 m Deep) along the contour. Line to line interval is to be kept at 4m or as required considering the degree of slope of the land. It is also suggested to have contour bonding against gully plugging as there is no gully in the selected area.



Staggered trench.

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f) Protection (Fencing, Watch man):

In order to provide protection to plantation so raised, Provision for Fencing, watchman has been made and discussed and elaborated in foregoing paragraphs.

g) Proposed Monitoring Mechanism:

Implementation of the planting program will be monitored by the DFO, Cuttack and RCCF, Angul periodically. As other technical facilities / tools are now available at the hands of supervising authority and KML file along with Coordinates available it can be easily monitored from Satellite imagery / Google earth maps.

7. Compensatory Afforestation Cost:

The total Compensatory afforestation Cost including cost of barbed Wire fencing comes to Rs 14,07,232/- (Rupees Fourteen lakh Seven thousand two hundred and thirty two only (@ Rs 6,76,925/- per hectare as given at annexure-I)

- Encl: 1. Topo sheet showing area for CA, (Plate-I)
2. Cadastral Map of the CA area. (Plate-II)
3. Treatment Map (Plate-III)
4. Annexure- I.


Divisional Forests Officer
Cuttack Forest Division.

Full Title of the Project: Railway Line & Siding by IDCO, Bhubaneswar
File No. :
Date of Proposal: 21.11.2017

Annexure-I
Cost norm for Block Plantation @1600 plants per hectare.
Wage rate@Rs213.50

1. MODEL	BLOCK
2. NO. OF PLANTS PER HA.	1,600
3. TOTAL AREA TO BE PLANTED(In HA.)	8.7
4. SPACING TO BE ADOPTED	2.5MtrX2.5Mtr
5. TOTAL NOS. OF PLANTS TO BE PLANTED	13,920
6. Wage Rate [Per MD]	213.50

Sl. No.	Item of Works	Period of execution	Mand ays	Labour Cost @ Rs.213.5	Material cost	Total in Rs.
1	2	3	4	5	6	7
Preparatory Operation (0th Year)						
1	Survey, Demarcation and Pillar Posting, GPS Reading with mapping	Nov/Dec	2	427.00	0.00	427.00
2	Site Preparation	Nov/Dec	8	1,708.00	0.00	1,708.00
3	Alignment & Stacking of Pits	Jan/Feb	2	427.00	0.00	427.00
4	Cost of Barbed wire fencing over Rmt (Details calculation given below)	Feb/Mar		0.00	5,82,080.00	5,82,080.00
5	Nursery cost (6 months old seedlings)part @Rs.10.09 seedlings(Rs.7.12 in 0th year + Rs.2.96765 in 1st year) for 1760 seedlings(1600+160)	Jan-March	44	9,394.00	3,137.00	12,531.00
6	Pitting 30 cm cube size	Feb-March	40	8,540.00	0.00	8,540.00
Total of 0th Year :-			96	20,496.00	5,85,217.00	6,05,713.00
Planting Operation (1st Year)						
1	Nursery Cost (6 months old seedlings)balance @2.96765/- per seedling for 1760 seedlings	April-July	21.5	4,590.00	633.00	5,223.00
2	Carriage and planting, casualty replacement & application of Insecticides, manure etc.	July/Aug	21	4,483.50	0.00	4,483.50
3	Cost of Insecticide & Bio-fertilizer		0	0.00	3,450.00	3,450.00
4	1st Weeding (Complete weeding)	Aug/Sept	7	1,494.50	0.00	1,494.50
5	Application of Bio-fertilizer	Aug/Sept	5	1,067.50	0.00	1,067.50
6	2nd Weeding (Complete weeding)	Sept/Oct	5	1,067.50	0.00	1,067.50

7	Soil Working (50 cms radius around plants)	Sept/Oct	7	1,494.50	0.00	1,494.50
8	Soil conservation measures in form of Staggered trenches of dimension 2 m x 0.5 m x 0.5 m @ 30nos per ha	Sept/Oct	10	2,135.00	0.00	2,135.00
9	Fire line tracing & inspection path	Feb/March	3	640.50	0.00	640.50
10	Watch and ward.	Aug-March	7	1,494.50	0.00	1,494.50
Total of 1st Year			86.5	18,467.50	4,083.00	22,550.50
Maintenance Operation (2nd Year)						
1	Casualty Replacement including cost of seeding, carriage	July/Aug	4	854.00	1,614.00	2,468.00
2	Complete weeding	Sept/Oct	6	1,281.00	0.00	1,281.00
3	Cost of Bio-fertilizer & Insecticide for 160 Plants			0.00	2,938.00	2,938.00
4	Application of Bio-fertilizer & Insecticide	Sept/Oct	4	854.00	0.00	854.00
5	Soil Working (50 cms radius around plants)	Oct/Nov	7	1,494.50	0.00	1,494.50
6	Fireline Tracing (2 mtr wide fireline over 400 mtr long)	Feb/March	3	640.50	0.00	640.50
7	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 2nd Year:-			39	8,326.50	4,552.00	12,878.50
Maintenance Operation (3rd Year)						
1	Complete weeding and application of Bio-fertilizer	Aug/Sept	7	1,494.50	0.00	1,494.50
2	Cost of Bio-fertilizer			0.00	2,050.00	2,050.00
3	Soil Working (50 cms radius around plants)	Oct/Nov	7	1,494.50	0.00	1,494.50
4	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
5	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 3rd Year:-			32	6,832.00	2,050.00	8,882.00
Maintenance Operation (4th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 4th Year:-			18	3,843.00	0.00	3,843.00
Maintenance Operation (5th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50

2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 5 th Year:-			18	3,843.00	0.00	3,843.00
Maintenance Operation (6 th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 6 th Year:-			18	3,843.00	0.00	3,843.00
Maintenance Operation (7 th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 7 th Year:-			18	3,843.00	0.00	3,843.00
Maintenance Operation (8 th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 8 th Year:-			18	3,843.00	0.00	3,843.00
Maintenance Operation (9 th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 9 th Year:-			18	3,843.00	0.00	3,843.00
Maintenance Operation (10 th Year)						
1	Fireline Tracing (2 mtr wide fireline over 400 mtr long) & cultural operation	Feb/March	3	640.50	0.00	640.50
2	Watch and ward (Whole year)	April-March	15	3,202.50	0.00	3,202.50
Total of 10 th Year:-			18	3,843.00	0.00	3,843.00
G.Total:-			379.5	81,023.00	5,95,902.00	6,76,925.00

TOTAL COST FOR 1 HA. (Including Barbed wire fencing in 0th Year for 8.7 Ha.)				
Year	No. of MD	Labour Cost	Material Cost	Total
0 th Year	96	20,496.00	5,85,217.00	6,05,713.00
1 st Year	86.5	18,467.50	4,083.00	22,550.50
2 nd Year	39	8,326.50	4,552.00	12,878.50
3 rd Year	32	6,832.00	2,050.00	8,882.00
4 th Year	18	3,843.00	0.00	3,843.00
5 th Year	18	3,843.00	0.00	3,843.00
6 th Year	18	3,843.00	0.00	3,843.00
7 th Year	18	3,843.00	0.00	3,843.00
8 th Year	18	3,843.00	0.00	3,843.00
9 th Year	18	3,843.00	0.00	3,843.00
10 th Year	18	3,843.00	0.00	3,843.00
TOTAL:-	379.5	81,023.00	5,95,902.00	6,76,925.00

TOTAL PROJECT COST FOR 8.7 HA. (Including Barbed wire fencing in 0th Year for 8.7Ha.)				
Year	No. of MD	Labour Cost	Material Cost	Total
0 th Year	835.2	178,315.20	609,371.90	787,687.13
1 st Year	752.55	160,667.25	35,522.10	196,189.35
2 nd Year	339.3	72,440.55	39,602.40	112,042.95
3 rd Year	278.4	59,438.40	17,835.00	77,273.40
4 th Year	156.6	33,434.10	0.00	33,434.10
5 th Year	156.6	33,434.10	0.00	33,434.10
6 th Year	156.6	33,434.10	0.00	33,434.10
7 th Year	156.6	33,434.10	0.00	33,434.10
8 th Year	156.6	33,434.10	0.00	33,434.10
9 th Year	156.6	33,434.10	0.00	33,434.10
10 th Year	156.6	33,434.10	0.00	33,434.10
TOTAL:-	3301.65	704,900.10	702,331.40	1,407,231.53
			OR	14,07,232/-
(Rupees Fourteen Lakh Seven Thousand Two Hundred Thirty Two only.)				

Asst. Conservator of Forests
Cuttack Forest Division.

Divisional Forest Officer
Cuttack Forest Division.

Financial Outlay for **Compensatory Afforestation Scheme** over **8.70 ha** of non-forest land identified in village **Anjira** under **Dharmasala Tahsil** of **Dalijoda Range** under **Cuttack Forest Division** against diversion of forest land of **8.114 ha** for **construction of Railway Line and Siding Project** by **IDCO** for **M/s Emami Cement Ltd.**

(Wage Rate @ Rs.213.50 per MD)

Sl. No.	Description	Amount (Rs.)
1	Cost of Block Plantation @ 1600 plants per ha. over 8.70 ha. @ Rs.93,971/- per ha. with 10 years maintenance.	8,17,548.00
2	Cost of Barbed wire fencing over 1360 RMT with maintenance for 3 years @ 2% of cost per RMT @ Rs.610.56 per RMT.	8,30,362.00
	Total	16,47,910.00
3	Add Escalation Cost (20%)	3,29,582.00
	Grand Total	19,77,492.00
		Or rounded off to 19,77,500.00

(Rupees nineteen lakhs seventy-seven thousand five hundred only)

Technically Approved


ahmayak
27/3/18
Addl. Principal Chief Conservator of Forests
Forest Diversion & Nodal Officer, FC Act
Addl. Principal Chief Conservator of Forests
(Forest Division & Nodal Officer F.C. Act)
O/o. the P.C.C.F. Odisha, Bhubaneswar

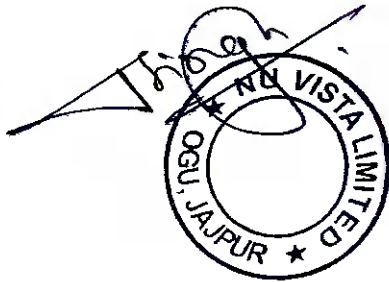
Annexure-7

Undertaking by User Agency.

[Ref: Condition no (ix) of Stage-I approval Order]

This is to certify that "the Compensatory levies (CA Cost, NPV etc) are deposited through challan generated on line on web portal and deposited in appropriate bank online only. It is to undertake that In future any further payment will be made on line through designated web portal only".


(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

Annexure-8

Undertaking by User Agency.

[Ref: Condition no (x) of Stage-I approval Order]

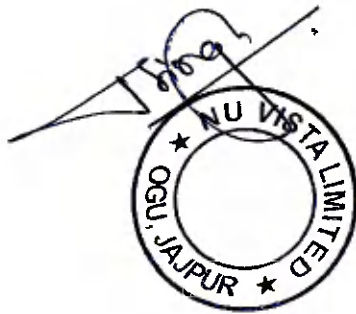
This is to certify that *"the conditions as stipulated by State Govt. vide letter no 10 (Cons) 85/2018 – 10143 / F&E dated 01.05.2018 has been complied with. Further it is to undertake that any other conditions that will be stipulated by the Forest & Environment department , Govt. of Odisha will be complied with as deemed proper"*

(Sri Susanta Kumar Mohanty)

Chief General Manager (Land)

Chief General Manager (Land)

IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

Annexure-9

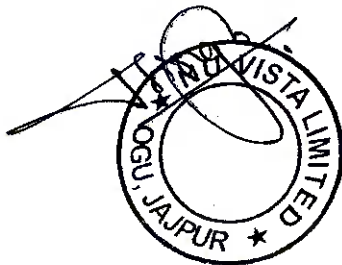
Undertaking by User Agency.

[Ref: Condition no (xi) of Stage-I approval Order]


It is to undertake that "the boundary of the forest land proposed to be diverted shall be demarcated on the ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial no, DGPS Coordinates, distance from adjoining pillars etc. As per Ministry's letter no 13-20/2015- CAMPA dated 09.06.2016, the cost of expenditure like boundary walls, stone pillars, demarcation charges, charges for felling of trees and their transportation to depots shall be deposited with DFOs concerned and the work should be under taken departmentally in order to ensure that the task of erection of boundary walls, stone pillars, demarcation charges etc. are undertaken faithfully and in the best interest of the forests before the diversion and handing over of the forest land takes place. The work on these items should be completed within six months from the grant of final approval to diversion of forest land.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)

Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

Annexure- 10(a)

Latitude / Longitude of Compensatory Afforestation land boundary pillars selected at Village Anjira under Daramsala Tahasil district Jajpur against diversion of 8.114 ha of Forest land at village Mantira and Rabana under Danagadi Tahasil of district Jajpur for construction of Rail line & Siding for ECL now renamed as NU vista Limited.

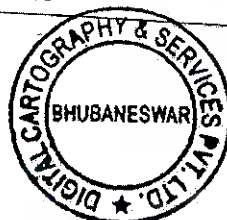
CO-ORDINATES OF C.A LAND BOUNDARY PILLARS				
POINT ID	EASTING	NORTHING	LONGITUDE	LATITUDE
1	396947.765	2302248.423	E86° 0' 34.817"	N20° 49' 2.408"
2	396947.447	2302171.693	E86° 0' 34.822"	N20° 48' 59.913"
3	396953.600	2302167.269	E86° 0' 35.036"	N20° 48' 59.770"
4	397162.249	2302146.730	E86° 0' 42.258"	N20° 48' 59.144"
5	397157.844	2302141.742	E86° 0' 42.107"	N20° 48' 58.981"
6	397148.065	2302129.919	E86° 0' 41.771"	N20° 48' 58.594"
7	397134.888	2302104.837	E86° 0' 41.321"	N20° 48' 57.776"
8	397124.570	2302086.104	E86° 0' 40.968"	N20° 48' 57.164"
9	397120.788	2302076.682	E86° 0' 40.839"	N20° 48' 56.857"
10	397115.203	2302062.768	E86° 0' 40.649"	N20° 48' 56.403"
11	397111.552	2302042.130	E86° 0' 40.527"	N20° 48' 55.732"
12	397106.790	2302013.396	E86° 0' 40.368"	N20° 48' 54.796"
13	397104.567	2302013.079	E86° 0' 40.291"	N20° 48' 54.785"
14	397038.210	2302039.273	E86° 0' 37.990"	N20° 48' 55.624"
15	396989.791	2302055.783	E86° 0' 36.312"	N20° 48' 56.151"
16	396985.346	2302054.989	E86° 0' 36.158"	N20° 48' 56.125"
17	396952.326	2302029.113	E86° 0' 35.021"	N20° 48' 55.276"
18	396858.094	2301960.524	E86° 0' 31.776"	N20° 48' 53.027"
19	396765.459	2301978.053	E86° 0' 28.568"	N20° 48' 53.578"
20	396714.977	2301991.388	E86° 0' 26.819"	N20° 48' 54.002"
21	396676.030	2302008.216	E86° 0' 25.468"	N20° 48' 54.541"
22	396675.941	2302061.815	E86° 0' 25.454"	N20° 48' 56.285"
23	396675.306	2302076.896	E86° 0' 25.429"	N20° 48' 56.775"
24	396675.306	2302091.978	E86° 0' 25.426"	N20° 48' 57.266"
25	396676.576	2302105.154	E86° 0' 25.467"	N20° 48' 57.694"
26	396688.324	2302128.490	E86° 0' 25.868"	N20° 48' 58.456"
27	396730.710	2302208.977	E86° 0' 27.317"	N20° 49' 1.082"
28	396739.918	2302216.120	E86° 0' 27.634"	N20° 49' 1.316"
29	396808.022	2302245.807	E86° 0' 29.984"	N20° 49' 2.295"
30	396883.110	2302243.743	E86° 0' 32.582"	N20° 49' 2.243"
31	396928.196	2302238.663	E86° 0' 34.142"	N20° 49' 2.087"
32	396933.593	2302239.616	E86° 0' 34.329"	N20° 49' 2.119"

Annexure- 10 (b)

Statement showing the FB and BB and distance from pillar to pillar coming on boundary of CA land selected at Village Anjira under Dharamsala Tahasil of district Jajpur & muted in favour of Forest Department.

Boundary Pillar No	Forward Bearing (FB)	Backward Bearing (BB)	Distance from pillar to pillar in meter	Remark
P 1 to P 2	180°14'15"	0°14'15"	76.731	Total Periphery Of CA Land Is 1360.269 m
P 2 to P 3	125°42'58"	305°42'58"	7.578	
P 3 to P 4	95°37'19"	275°37'19"	209.657	
P 4 to P 5	221°26'54"	41°26'54"	6.655	
P 5 to P 6	219°35'41"	39°35'41"	15.343	
P 6 to P 7	207°42'56"	27°42'56"	28.333	
P 7 to P 8	208°50'44"	28°50'44"	21.387	
P 8 to P 9	201°52'14"	21°52'14"	10.153	
P 9 to P 10	201°52'13"	21°52'13"	14.993	
P 10 to P 11	190°1'56"	10°1'56"	20.958	
P 11 to P 12	189°24'36"	9°24'36"	29.126	
P 12 to P 13	261°53'4"	81°53'4"	2.245	
P 13 to P 14	291°32'29"	111°32'29"	71.34	
P 14 to P 15	288°49'42"	108°49'42"	51.156	
P 15 to P 16	259°52'20"	79°52'20"	4.515	
P 16 to P 17	231°54'58"	51°54'58"	41.951	
P 17 to P 18	233°57'0"	53°57'0"	116.551	
P 18 to P 19	280°42'55"	100°42'55"	94.279	
P 19 to P 20	284°47'49"	104°47'49"	52.214	
P 20 to P 21	293°22'5"	113°22'5"	42.427	
P 21 to P 22	359°54'18"	179°54'18"	53.599	
P 22 to P 23	357°35'20"	177°35'20"	15.094	
P 23 to P 24	0°0'0"	180°0'0"	15.082	
P 24 to P 25	5°30'20"	185°30'20"	13.237	
P 25 to P 26	26°43'19"	206°43'19"	26.126	
P 26 to P 27	27°46'20"	207°46'20"	90.966	
P 27 to P 28	52°11'52"	232°11'52"	11.654	
P 28 to P 29	66°26'50"	246°26'50"	74.293	
P 29 to P 30	91°34'28"	271°34'28"	75.116	
P 30 to P 31	96°25'43"	276°25'43"	45.371	
P 31 to P 32	79°59'9"	259°59'9"	5.48	
P 32 to P 1	58°8'30"	238°8'30"	16.686	
Total Boundary Length			1360.269	

Chief General Manager (Land)
IDCO, Bhubaneswar



Annexure:11

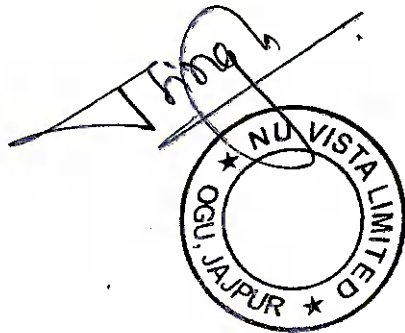
UNDERTAKING

(Ref: condition no xiii of Stage-I Order)

It is to undertake that "the forest land will be transferred to M/s Emami Cement Limited (renamed as NU Vista Ltd) by IDCO after final approval order is issued by MoEF&CC, Eastern Regional Office, Bhubaneswar"

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)

Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED

Divisional Forest Officer
Cuttack Forest Division

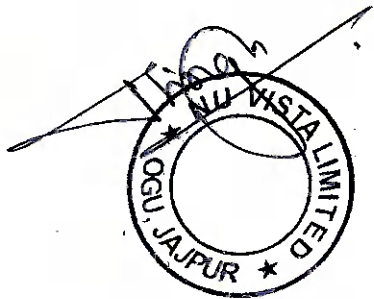
Annexure:12

UNDERTAKING

(Ref: condition no xiv of Stage-I Order)

It is to undertake that the User Agency i.e. M/s Emami Cement Limited (renamed as NU Vista Ltd) will not construct any additional or new path inside the forest area for any activity related to the project work.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

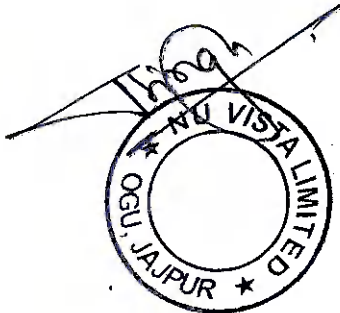
Annexure:13

UNDERTAKING


(Ref: condition no xv of Stage-I Order)

It is to undertake that the User Agency i.e. M/s Emami Cement Limited
(Renamed as NU Vista Ltd) will not allow any labour camp in the forest area.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

Annexure:14

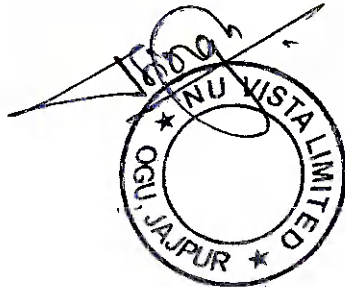
UNDERTAKING

(Ref: condition no xvi of Stage-I Order)

It is to undertake that the User Agency i.e. M/s Emami Cement Limited (Renamed as NU Vista Ltd) shall provide alternate fuel preferably LPG to the labourers and the staff working at the site so as to avoid any damage and pressure on the adjacent forest areas.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)

Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED

Divisional Forest Officer
Cuttack Forest Division

Annexure:15

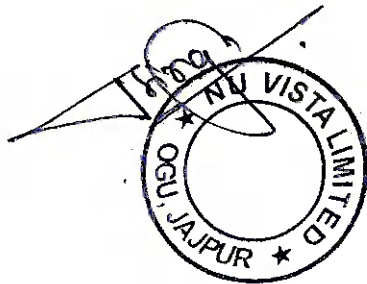
UNDERTAKING

(Ref: condition no xvii of Stage-I Order)

This is to undertake that the user agency i.e. M/s Emami Cement Limited (Renamed as NU Vista Ltd) while executing works, shall not fell any tree or damage forest growth in the surrounding forest area in any manner.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)

Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED

Divisional Forest Officer
Cuttack Forest Division

Annexure:16

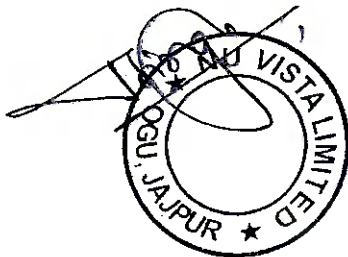
UNDERTAKING

(Ref: condition no xviii of Stage-I Order)

This is to undertake that the diverted forest land shall not be used for any purpose other than that specified in the proposal and under no circumstances be transferred to any other user agency, department or person without the prior approval of Ministry of Environment, Forest & Climate Change.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)

Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED

Divisional Forest Officer
Cuttack Forest Division

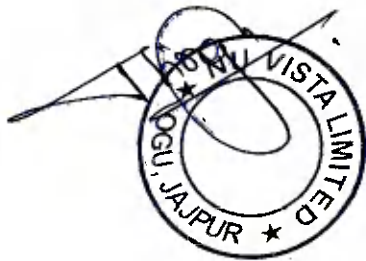
Annexure:17

UNDERTAKING

(Ref: condition no xix of Stage-I Order)

This is to undertake that the layout plan of the proposed forest land shall not be changed without the prior approval of Ministry of Environment, Forest & Climate Change.

(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division

COLLECTORATE: JAJPUR

Ph. 06728-222001 (O), 222330 (R), Fax - 222087
E-mail: dm-jajpur@nic.in, Website: www.jajpur.nic.in
(ST & SC Dev. Section)

No. 747 / Date. 29/03/18

To

The Divisional Forest Officer,
Cuttack Forest Division, Ghatakul,
Nuapara, Cuttack.

Sub: Issuance of Certificate under Forest Right Act, 2006 in favour of Chief General Manager, IDCO, IDCO Tower, Bhubaneswar for construction of Railway line and siding of M/s Emami Cement Ltd. in the village Rabana and Mantira under Danagadi Tahasil.

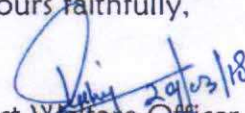
Ref: Letter No.23232 dt. 13.12.2017 of Chief General Manager, IDCO, IDCO Tower, Bhubaneswar.

Sir,

In inviting a reference to the letter on the captioned subject cited above, I am directed to enclose herewith the model certificate [20.05 Acre] in Form-I for projects under liner projects under Forest Rights Act, 2006 in favour of Chief General Manager, IDCO, IDCO Tower, Bhubaneswar for construction of Railway line and siding of M/s Emami Cement Ltd. in the village Rabana and Mantira under Danagadi Tahasil for taking further action at your end.

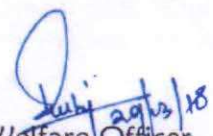
Yours faithfully,

Encl: As above


District Welfare Officer,
Jajpur

Memo No. 748 / Date 29/03/18

Copy forwarded to the Chief General Manager, IDCO, IDCO Tower, Bhubaneswar for information and necessary action.


District Welfare Officer,
Jajpur

FORM – I
(for linear projects)
Government of Odisha
Office of the District Collector, Jajpur

No. 746.....

Date 20.3.18.....

TO WHOMSOEVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forests (MoEF), Government of India's Letter No. 11-9/98-FC (pt.) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA', for short) on the forest land proposed to be diverted for non-forest purpose read with MoEF's letter dated 5th February 2013 wherein MoEF issued certain relaxation in respect of linear projects, it is certified that 20.05 Acre of forest land proposed to be diverted in favour of Chief General Manager, IDCO, IDCO Tower, Bhubaneswar for construction of Railway line and siding of M/s Emami Cement Ltd in Jajpur District falls within jurisdiction of Rabana and Mantira villages in Danagadi Tahasil.

It is further certified that:

- (a) the complete process for identification and settlement of rights under the FRA has been carried out for the entire 20.05 Acre of forest area proposed for diversion. A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub-Divisional Level Committee(s) and the District Level Committee are enclosed as annexure to annexure ...
- (b) the diversion of forest land for facilities managed by the Government as required under section 3 (2) of the FRA have been completed and the Grama Sabhas have given their consent to it;
- (c) the proposal does not involve recognized rights of Primitive Tribal Groups and Pre-agricultural communities.

N.B- (As per instruction of Govt. of India vide their Letter No. F.No. 11-9/98-FC(pt.) Dt. 15.01.2014 the related records as per point A & B are not required for linear projects.)

(Ranjan Kumar Das)
Collector & District Magistrate,
Jajpur

**COLLECTOR
JAJPUR**

PROCEEDING OF THE SUB-DIVISIONAL LEVEL COMMITTEE ON DIVERSION OF FOREST LAND FOR NON-FOREST PURPOSE UNDER S.T & OTHER TRADITIONAL FOREST DWELLERS (RECOGNITION OF FOREST RIGHTS) ACT, 2006 HELD ON 27.02.2017 AT 3.00 PM IN THE OFFICE CHAMBER OF SUB-COLLECTOR, JAJPUR

* * * * *

The Sub Divisional Level Committee meeting on Diversion of Forest Land for use of Non-Forest purpose in favour of IDCO for construction of Railway line and siding in the village Mantira and Rabana under Danagadi Tahasil was held on 27.02.2018 at 3.00 PM under Chairmanship of Sub-Collector, Jajpur.

The following members of the committee were present.

1. Sri Sarat Kumar Sahoo, OFS, ACF, Cuttack
2. Smt. Sanjulata Gagarai, P.S. Member of Ampoloba G.P.
3. Smt. Mita Lamaye, P.S Member of Gobardhanpur G.P.
4. Sri Sudhanshu Sekhar Bhanja, P.S. Member of Trijanga G.P.
5. Sri Naba Krishna Jena, OAS-I, Tahasildar, Sukinda
6. Smt. Bulbul Behera, OAS, Tahasildar, Danagadi
7. Sri Ashok Kumar Das, Tahasildar, Darpan
8. Sri Raj Kishore Nayak, Divisional Head, IDCO, Kalinganagar
9. Sri Anil Kumar Das, Head- HR and Liaison, Representative of EMAMI Cement Ltd.
10. Sri Sailendra Kumar Jena, BDO, Sukinda
11. Miss. Rashmita Swain, Addl. Tahasildar, Vyasaganagar
12. Sri Rabindra Pal, WEO, Danagadi, representative of BDO, Danagadi
13. Sri Sukanta Madhaba Rout, WEO, Barchana, representative of BDO, Barchana
14. Smt. Chetna Sethy, OWS, District Welfare Officer, Jajpur

At the outset, the Chairman welcomed all members present and advised the DWO to brief the members about the purpose of the meeting. Initiating the discussion the DWO intimated that a meeting was held under the Chairmanship of Collector, Jajpur on dt. 04.01.2018 in the residential Chamber of Collector, Jajpur on diversion of Ac. 20.05 of forest land for use of non forest purpose in the village Mantira and Rabana under Danagadi Tahasil by Emami Cement Limited. In the said meeting it was decided that as per the guideline of Ministry of Environment and Forest Deptt. the said project is coming under linear project for which Pallisabha and Gram Sabha is not required. Further a decision was taken to conduct a SDLC and DLC meeting for approval of the above diversion proposal for issuance of model certificate in Form No. I. It is also discussed in this meeting that a report was asked from Tahasildar Danagadi regarding whether any PTG and PACs communities are being affected on the above proposed diversion area. Tahasildar Danagadi has submitted her clearance report vide letter No. 400 dt. 16.02.2018 that no PTG and PACs Community are being affected and the Kisama of land is "Chhota

Jungle" and recorded under Anabadi Khata of the Govt. The details of the land for which the diversion is proposed are given below:


Land Schedule


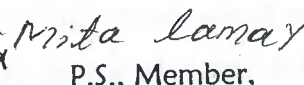
Mouza	Khata No.	Plot No.	Area	Kissama
Rabana	191	2	Ac. 9.19	Chhota Jungle
		3	Ac. 2.52	
Mantira	229	150	Ac. 8.34	Sala Jungle
		Total	Ac. 20.05	


After threadbare discussion, it was unanimously decided for diversion of the forest land of Ac. 20.05 in respect of village Mantira and Rabana under Danagadi Tahasil which is applied by IDCO for construction of Railway line and siding of Emami Cement Limited in the village Mantira and Rabana under Danagadi Tahasil.

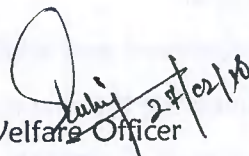
Hence, the committee has unanimously decided to send the diversion of forest land for use of non-forest purpose by Odisha Industrial Infrastructure Development Corporation to District Level Committee.

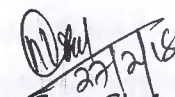
The meeting ended with vote of thanks to the chair.


ACF, Cuttack

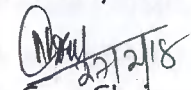
 
P.S., Member, Ampoloba, G.P. P.S., Member, Gobardhanpur, G.P.

 22/2/18
P.S., Member, Trijanga, G.P.

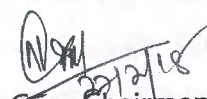
 27/02/18
District Welfare Officer
Jajpur

 27/2/18
Sub-Collector-Cum-Chairman, SDLC
Jajpur

Memo No. 441 / Date. 27/02/18
Copy forwarded to all members for information and necessary action.

 27/2/18
Sub-Collector-Cum-Chairman, SDLC
Jajpur

Memo No. 442 / Date. 27/02/18
Copy to Tahasildar, Danagadi /BDO, Danagadi for information and necessary action.

 27/2/18
Sub-Collector-Cum-Chairman, SDLC
Jajpur


Memo No. 443 / Date. 22/02/18

Copy to Chief General Manager, (Land), IDCO, Idco Tower, Bhubaneswar/
Vice President (Project), EMAMI Cement Limited for information and necessary action.


Sub-Collector-Cum-Chairman, SDLC
Jajpur

Memo No. 444 / Date. 22/02/18

Copy submitted to the Collector, Jajpur for favour of kind information and
necessary action.


Sub-Collector-Cum-Chairman, SDLC
Jajpur

PROCEEDING OF THE DISTRICT LEVEL COMMITTEE MEETING ON DIVERSION OF
FOREST LAND FOR USE OF NON-FOREST PURPOSE UNDER ST & OTHER
TRADITIONAL FOREST DWELLERS (RECOGNITION OF FOREST RIGHTS) ACT,
2006 HELD ON 22.03.2018 AT 05.30 PM IN THE RESIDENTIAL OFFICE OF
COLLECTOR

* * * * *

The District Level Committee was convened on 22.03.2018 for conferment of Diversion of Forest Land for use of Non-Forest purpose under ST and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006. The Collector-cum-Chairman presided over the meeting in presence of the following members.

1. Sri Sudarsan Patro, DFO, Cuttack
2. Sri Narayan Chanda Dhal, OAS (S), Sub-Collector, Jajpur
3. Ms. Surekha Naik, Z.P. Member, Zone No. 11
4. Smt. Sumati Baske, Z.P. Member, Zone No. 17
5. Ms. Sarojini Raj, Z.P. Member, Zone No. 39
6. Sri Sailendra Kumar Jena, Block Development Officer, Sukinda
7. Sri Biswajit Dash, Block Development Officer, Danagadi
8. Sri Sukanta Madhab Rout, WEO, Barchana
9. Sri Naba Krishna Jena, OAS (I), Tahasildar, Sukinda
10. Sri Ratnakar Nayak, Addl. Tahasildar, Darpan
11. Sri Syamasundar Barla, Head Clerk, Danagadi Tahasil
12. Smt. Chetna Sethy, OWS, District Welfare Officer, Jajpur
13. Sri Padan Charan Jena, ADWO, Jajpur
14. Sri Rabindra Nath Paul, WEO, Danagadi,
15. Sri Santosh Kumar Pati, WEO, Sukinda
16. Sri Anil Kumar Das, Head, HR, Representative of M/s Emami Cement Ltd.
17. Smt. Sumitra Kumari Pattanaik, Land Officer, IDCO, Jajpur Road
18. Sri Saroj Ranjan Rath, General Manager, P & A, Representative of M/s Mishrilal Mines Pvt. Ltd.

Initiating the discussion the Chairman desired to know about the diversion of forest land for use of non-forest purposes submitted by IDCO for construction of Railway line of M/s Emami Cement Ltd. in the village Rabana and Mantira under Danagadi Tahasil.

The DWO apprised before the committee that as per the discussion in the meeting held on 04.01.2018 in the residential office Chamber of Collector for diversion of Ac. 20.05 dec. of forest land in favour of IDCO. In the said meeting it

was decided that as per the Guideline issued by Moef, Govt. of India, the above diversion proposal is coming under liner project for which no Grama Sabha and Palli Sabha is required for implementation of linear project and this proposal has to be approved both in SDLC & DLC meeting. Further a report was asked from Tahasildar Danagadi whether any PTG/PACs are being affected by implementation of the project of M/s Emami cement Ltd. Tahasildar Danagadi vide her letter No. 400 dt. 16.02.2018 has confirmed that no PTG or PACs are being affected within the proposed area. The detail village wise position against the diversion proposal is given below;-

Diversion of forest land for use of non-forest purposes for Construction of Railway line and siding of M/s Emami Cement Ltd proposed by IDCO

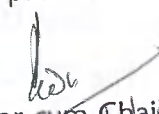
Mouza	Khata No.	Plot No.	Area	Kissama
Rabana	191	2	Ac. 9.19	Chhota Jungle
		3	Ac. 2.52	
Mantira	229	150	Ac. 8.34	Sala Jungle
		Total	Ac. 20.05	

After threadbare discussion, it was unanimously decided by the SDLC which was held on 27.02.2018 for diversion of the forest land of Ac. 20.05 dec. for use of non-forest purposes proposed by Chief General Manager, IDCO, IDCO Tower, Bhubaneswar for construction of Rail way Line and siding of M/s Emami Cement Ltd. in the Village Mantira and Rabana under Danagadi Tahasil.


Further, the said proposal was also approved by the SDLC giving proper safeguard to the individuals and community claims as per section 3(1) (i) & 3 (1) (e), 3 (2) under forest right Act. 2006 and recommended to DLC for approval. The detail elaborate discussion was made on the recommendation of the SDLC and the District Level Committee approved the Diversion of Forest Land for use of non-forest purposes, in favour of IDCO for construction of Rail way Line and siding of M/s Emami Cement Ltd.

The committee resolved to submit certificate in favour of M/s Emami Cement Ltd. for diversion of the above forest land by the Collector-cum-Chairman of the Dist. Level Committee under Forest Right Act. 2006.

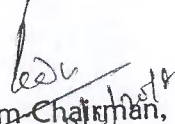
The meeting ended with vote of thanks to the members present.


Collector-cum-Chairman,
Jaipur

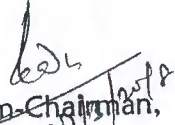
Memo No. 725 /Date. 28/3/18
Copy forwarded to all members for information and necessary action.


Collector-cum-Chairman,
Jajpur

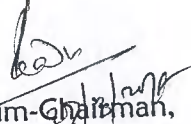
Memo No. 726 /Date. 28/3/18
Copy forwarded to Tahasildar, Danagadi/ Block Development Officer,
Danagadi for information and necessary action.


Collector-cum-Chairman,
Jajpur

Memo No. 727 /Date. 28/3/18
Copy forwarded to the Head, HR, M/s Emami Cement Ltd. for
information and necessary action.


Collector-cum-Chairman,
Jajpur

Memo No. 728 /Date. 28/3/18
Copy submitted to the Director (ST)-cum-Additional Secretary to Govt., ST &
SC Development Department, Odisha, Bhubaneswar for information and necessary
action.



Collector-cum-Chairman,
Jajpur

Annexure:19

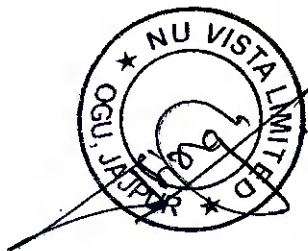
UNDERTAKING

(Ref: condition no xxi of Stage-I Order)

This is to undertake that any other conditions that the Ministry of Environment, Forest & Climate Change may impose from time to time in the interest of afforestation, conservation and management of flora and fauna in the area, which shall be complied by the user agency i.e. M/s Emami Cement Limited (Renamed as NU Vista Ltd.) & IDCO, Bhubaneswar.


(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)

Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED

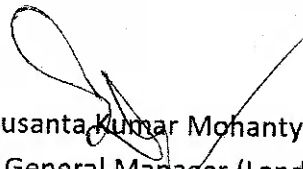

Divisional Forest Officer
Cuttack Forest Division

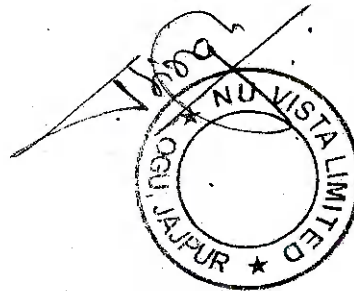
Annexure:20

UNDERTAKING


(Ref: condition no xxii of Stage-I Order)

This is to undertake that the State Govt. and user agency shall ensure compliance to provisions of the all Acts, Rules, Regulations, Guidelines, NGT Order (s) & Hon'ble Court Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project.


(Sri Susanta Kumar Mohanty)
Chief General Manager (Land)
Chief General Manager (Land)
IDCO, Bhubaneswar



COUNTERSIGNED


Divisional Forest Officer
Cuttack Forest Division



**OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS (WILDLIFE)
& CHIEF WILDLIFE WARDEN, ODISHA**

Department of Forest and Environment, Government of Odisha

No. 11508 /1WL-FC-Rail-SSP-111/2018

Dated, Bhubaneswar the 20 Dec, 2018

To

The Chief General Manager (Land),
IDCO, Bhubaneswar

Sub: Proposal for diversion of 8.114 ha Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line & siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/ finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha – Approval of Site Specific Wildlife Conservation Plan

Sir,

It is to inform that you have to implement a Site Specific Wildlife Conservation Plan for construction of Railway Line & siding by M/s Emami Cement Ltd. at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/ finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha, in compliance to the condition recommended by State Govt. in their letter No.10143/F&E dt 01.05.2018 while forwarding the above diversion proposal to Govt. of India, MoEF&&CC, ERO and subsequent endorsement by Govt. of India, MoEF&&CC, ERO vide condition No.2(x) of stage-I forest clearance granted in their letter No.5-ORC348/2018-BHU dated 18.06.2018.

2. The Site Specific Wildlife Conservation Plan in respect of the above project has been approved by the undersigned with financial forecast of **₹129.722 lakh** (Rupees one crore twenty-nine lakh seventy-two thousand two hundred) only for the following activities.

- | | |
|--|--------------|
| a. For activities to be implemented by the user agency in project area | ₹83.682 lakh |
| b. For activities to be implemented in project impact area | ₹46.040 lakh |

Grand Total: ₹129.722 lakh

3. Various activities in the project area will be executed by the Project proponent under the guidance of the Divisional Forest Officer, Cuttack Division. A sum of ₹46.04 lakh only may be deposited in the CAMPA fund meant for the purpose for implementation of various activities within the project impact area by the Forest Deptt. as envisaged in the plan.

P.T.O.

57

4. You may please note the following conditions for future compliance.
- This Plan may be revisited after 5 years and the User Agency will give undertaking to contribute towards the revised cost of the conservation plan till the project period, if any.
 - The project proponent has to prepare and submit the Conservation Plan for the next 10 years. If there would be need for Site Specific Wildlife Conservation Plan after expiry of the present plan period, the user agency will have to submit another such plan at least one year before the expiry of the present Conservation Plan and deposit the outlay amount upon its approval. In case of delay, it will be dealt as per law for violations of Forest Conservation Act, 1980 and Environment (Protection) Act, 1986.
 - The project proponent has to give an undertaking to bear the differential cost in case of enhancement of wage rate at the time of implementation of this plan.

Yours faithfully

Encl: 2 copies of approved
site specific WL Conservation Plan


Principal Chief Conservator of Forests (WL)
& Chief Wildlife Warden, Odisha

Memo No. 11509 / date 24/12/18

Copy forwarded for information and necessary action to -

1. Special Secretary to Govt. of Odisha, F&E Deptt., Bhubaneswar with reference to that Deptt. memo No.10F(Con)85/2018/13854/F&E dt 23.06.2018
2. Principal Chief Conservator of Forests, Odisha with reference to his memo No.13992 dt 28.06.2018
3. Regional Chief Conservator of Forests, Angul Circle with reference to his memo No.6266 dt 26.11.2018
4. Divisional Forest Officer, Cuttack Division alongwith copy of the approved site specific wildlife conservation plan with reference to memo No.6267 dt 26.11.2018 of RCCF, Angul Circle


Principal Chief Conservator of Forests (WL)
& Chief Wildlife Warden, Odisha

AGENCY COPY
NEFT / RTGS CHALLAN for Ad-HOC CAMPA
Date : 14-03-2019

Agency Name.	IDCO
Application No.	5930199828
MoEF/SG File No.	5-QRC348/2018-BHU
Location.	ORRISA
Address.	IDCOTOWERS, JANPATH, BHUBANESWAR. 751022Khordha
Amount(in Rs)	4604000/-

Amount in Words :Forty-Six Lakh Four Thousand Rupees Only

619073 312494

NEFT/RTGS to be made as per following details;

Beneficiary Name:	ORRISA CAMPA
IFSC Code:	CORP0000371
Pay to Account No.	150825930199828 Valid only for this challan amount.
Bank Name & Address:	Corporation Bank Lodhi Complex Branch, Block 11, CGO Complex, Phase I, Lodhi Road, New Delhi -110003

.. This Challan is strictly to be used for making
 payment to CAMPA by NEFT/RTGS only.
 .. This challan is valid for seven days. Sign.

After making successful payment, User Agencies may
 Email: helpdeskampa@corpbank.co.in

7887241
 1006
 7891
 Journal No. 1
 Checker ID No. 1

Ch No - 018288

Sri Ranjit Kumar Mohanty
Consultant(Env.)

No.IDCO/Ho/CGM(Env.)219/17

5659



Date: 15/03/19

To

The Divisional Forest Officer,
Cuttack Forest Division, Cuttack.

Sub:- Deposit of Rs.46.04 lakh in CAMPA fund as per demand raised.

Ref:- Your Letter No.197, dt.09/01/2019.

Sir,


In inviting a reference, to your letter on the subject cited above, this is to intimate that, a sum of Rs.46.04 lakh (Rupees forty six lakh four thousand) only has already been deposited in CAMPA account through NEFT / RTGS vide Chalan No.619073312494, dt.14/03/2019. A copy of the said Chalan is enclosed for reference and record at your level.

Yours faithfully,


15-3-2019
o/c Consultant(Env.)

Memo No. 5659 / Date: 15/03/19

Copy of the letter along-with a copy of the aforesaid Chalan forwarded to M/S Emami Cement Ltd.,1267, Arjun Complex, 4th floor, Chorda Bypass, Jajpur Road, Jajpur, Odisha-755019 for information & necessary action.


15/3/2019
o/c Consultant(Env.)

Odisha Industrial Infrastructure Development Corporation

(A Government of Odisha Undertaking)

IDCO, IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha, INDIA

+91- 0674 - 2541525, 2540820 | Fax: 2542956 / 2541982

cgmenv@idco.in | www.idco.in



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, India, 700020

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U26940WB2007PLC116503

I hereby certify that the name of the company has been changed from EMAMI CEMENT LIMITED to NU VISTA LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Emami Cement Limited.

Given under my hand at Kolkata this Fourth day of June two thousand twenty.



UTTAM KUMAR SAHOO

Registrar of Companies

RoC - Kolkata

Mailing Address as per record available in Registrar of Companies office:

NU VISTA LIMITED

Acropolis, 15th Floor, 1858/1,, Rajdanga Main Road, Kasba, Kolkata, Kolkata, West Bengal, India,
700107



CERTIFIED TO BE TRUE COPY
For NU VISTA LIMITED

Debashis Bhatia
Company Secretary
FCS-7790



Chief General Manager (Land)
IDCO, Bhubaneswar

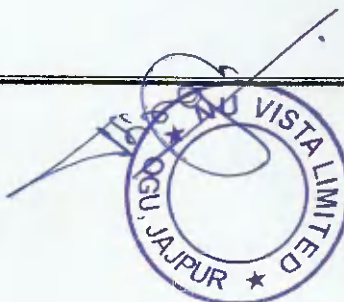
61

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED

Deben Barua

Company Secretary
FCS-7790

The Companies Act, 1956
Company Limited By Shares
Memorandum
And
Articles of Association
Of
NU VISTA LIMITED



Chief General Manager (Land)
IDCO, Bhubaneswar



प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U26940WB2007PLC116503

2007 - 2008

मैं एतद्वारा सत्यापित करता हूँ कि मेसर्स

EMAMI CEMENT LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक तेरह जून दो हजार सात को मेरे हस्ताक्षर से कोलकाता में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U26940WB2007PLC116503

2007 - 2008

I hereby certify that EMAMI CEMENT LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Kolkata this Thirteenth day of June Two Thousand Seven.



(Signature)
(NAUBAT SINGH)

कम्पनी रजिस्ट्रार / Registrar of Companies

पश्चिम बंगाल
West Bengal

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पताभार का पता :

Mailing Address as per record available in Registrar of Companies office:

EMAMI CEMENT LIMITED

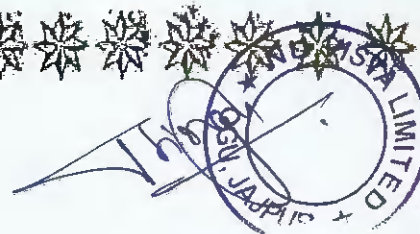
667, ANANDAPUR, EASTERN METROPOLITAN BYPASS,

KOLKATA - 700107,

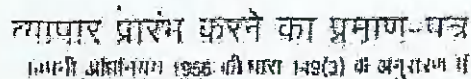
West Bengal, INDIA

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED

(Signature)
Company Secretary
FRC- 3740



Chief General Manager (Land)



U26940WB2007PLC116503

EXAMINEMENT LIMITED

[illegible]

यह प्रमाण-पत्र आज दिनांक तीन जुलाई दो हजार सात को और हस्ताक्षर श्री. बालकृष्ण में जारी किया जाता है।

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U25940WB2007PLC116503

I hereby certify that the ENAMI CEMENT LIMITED which was incorporated under the Companies Act, 1956 (No. 1 of 1956) on the Thirteenth day of June Two Thousand Seven, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Kolkata this Third day of July Two Thousand Seven.



3. Registrar of Companies
West Bengal

Mailing Address as per record available in Registrar of Companies office:

EMAMI CEMENT LIMITED
607, ANANDAPUR EASTERN METROPOLITAN BYPASS,
KOLKATA 700012
West Bengal, INDIA

CERTIFIED TO BE TRUE COPY
FOR EMAMYCEMENT LIMITED

Deborah B. Blythe
Company Secretary
FCS-7790

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U26040WB2007PLC118503

सोर्स EMAMI CEMENT LIMITED

के अंशधारकों ने दिनांक 29/12/2009 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, स्वयंसेवा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरी हस्ताक्षर द्वारा कोलकाता में यह प्रमाण-पत्र, आज दिनांक नौ जनवरी दो हजार दस को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, West Bengal

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

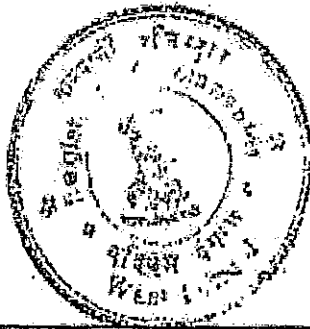
Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : U26040WB2007PLC118503

The share holders of M/s EMAMI CEMENT LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 29/12/2009 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Kolkata this Ninth day of January Two Thousand Ten.



(ANIL MOHAN SINGH)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

पश्चिम बंगाल
West Bengal

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में समस्त प्रकाश का पता :
Mailing Address as per record available in Registrar of Companies office:
EMAMI CEMENT LIMITED
687, ANANDAPUR, EASTERN METROPOLITAN BYPASS,
KOLKATA - 700107,
West Bengal, INDIA

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED

Arbendra Banerjee
Company Secretary
FCS-7790



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, India, 700020

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U26940WB2007PLC116503

I hereby certify that the name of the company has been changed from EMAMI CEMENT LIMITED to NU VISTA LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Emami Cement Limited.

Given under my hand at Kolkata this Fourth day of June two thousand twenty.



UTTAM KUMAR SAHOO

Registrar of Companies
RoC - Kolkata

Mailing Address as per record available in Registrar of Companies office:

NU VISTA LIMITED

Acropolis, 15th Floor, 1858/1,, Rajdanga Main Road, Kasba, Kolkata, Kolkata, West Bengal, India,
700107



CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED

Deendra Baidya
Company Secretary
FCS-7790



Chief General Manager (Land)
IDCO, Bhubaneswar

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
NU VISTA LIMITED**

- I. The name of the Company is **NU VISTA LIMITED.****
- II. The Registered Office of the Company will be situated in the State of West Bengal.
- III. The objects for which the Company is established are:
 - A. The main objects to be pursued by the company on its incorporation are:
 1. To produce, manufacture, treat, process, refine, import, export, purchase, sell and generally to deal, and to act as brokers, agents, stockists, distributors and suppliers of all kinds of clinker, cement (whether ordinary, white, coloured, portland, pozzolana, alumina, blast furnace, silica or otherwise), cement products of any description, such as pipes, poles, slabs, asbestos sheets, blocks, tiles, and garden-wares and in connection therewith to take on lease or acquire, erect, construct, establish, work, operate and maintain cement factories, quarries, mines, power plants, workshops and other works.
 - *2. To carry on in India or elsewhere the business to generate, receive, produce, transmit, distribute, supply, purchase, sell, re-sell, trade, import, export or accumulate or otherwise deal in all kinds of power or electrical energy by conventional or non-conventional methods using coal, gas, lignite, oil, bio-diesel, biomass, ethanol, waste, thermal, solar, hydel, geothermal, wind, tide, waves, nuclear, petroleum products or any other substances or forms and any products or by products derived there from and for this purpose to acquire concessions, facilities or licenses from electricity board, government, semi-government, local and other authorities and bodies.
 - *3. To carry on in India or elsewhere the business of prospecting, exploring, operating, trading and working on mines, quarries, setting up washeries for coal, iron ore and other minerals and for this purpose survey, discover and to acquire by purchase, lease, license or otherwise from government, semi-government, local authorities, private bodies and other persons rights, powers and privileges for obtaining mines, quarries, deposits etc. for the accomplishment of above objects.
 - *4. To carry on in India or elsewhere the business as manufacturers, importers, exporters, suppliers, traders, dealers of all types of iron & steel, ferrous metals, forging, stampings, sponge iron, springs, alloy steel, castings, iron & steel castings, malleable iron and S.G. iron castings, manufacturers of steel ingots, industrial machines, rolling mill rollers / re rollers of various sections of mild steel, high carbon steel, spring steels, stainless steels, and other steels and metals and for this purpose survey, discover and to acquire by purchase, lease, licence or otherwise from government, semi-government, local authorities, private bodies and other persons rights, powers and privileges for obtaining mines, quarries, deposits etc. for the accomplishment of above objects.
 - *5. To carry the business of imports and exports of all kinds of goods, merchandise and articles and to act as export import agents in all type of goods and articles.

* Inserted vide Special Resolution passed at the Extra-ordinary General Meeting held on 29th December, 2009 and registered by the Deputy ROC West Bengal vide certificate dated 9th January, 2010.

**Name of the Company has been changed from 'EMAMI CEMENT LIMITED' to 'NU VISTA LIMITED' by special resolution passed at the Extra-ordinary General Meeting held on 31st May, 2020 and approved by the Registrar of Companies, West Bengal vide Certificate of Incorporation pursuant to change of name w.e.f 4th June, 2020.

**CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED**


Company Secretary
FCS-7740

B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. To purchase or otherwise acquire and hold on, invest, out of the surplus fund of the Company not immediately required, trade, deal in, mortgage, pledge, assign, sell, transfer or otherwise dispose of any goods, wares, merchandise and all movable property for carrying out business of the Company.
2. To purchase or otherwise acquire, assemble, install, construct, alter, equip, repair, remodel, maintain, enlarge, operate, work, manage, control, hold, own, lease, rent, charter mortgage, sell, convey or otherwise dispose of any buildings and structures, telephones and other communication, facilities, data processing system and facilities, machinery, apparatus, instruments, fixtures and appliances in so far as the same may appertain to or be useful in the conduct of the business of the Company.
3. To purchase, charter, hire, build or otherwise acquire any vehicles, vessels or craft of every description and to hold, own or work such vehicles, vessels or craft for business of the Company.
4. To pay for any rights or property acquired by the Company, and to remunerate any person or company whether by cash payment or by allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
5. To apply for purchase or otherwise acquire and protect and renew in any part of the world any patent rights, brevets of de'invention, trade marks, designs, licenses, concession and the like, conferring any exclusive or non-exclusive or limited rights to their use, or any secret or other information as to any invention or research which may seem capable of being used for any of the purposes of the Company or calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, right, or information so acquired and to spend money in experimenting upon, testing or improving any such patents, inventions or rights and without prejudice to the generality of the above, any contracts, monopolies or concessions for or in relation to the supply and sale of any minerals, metals, products or other substances, materials, articles or things in relation to the construction, execution, carrying out, improvement, management, administration or control of any works and conveniences, required for the purpose of carrying out any of the aforesaid business and to undertake, execute, carry out, dispose of or otherwise turn to account such contracts, monopolies or concessions.
6. To acquire from any person, firm, institution or body corporate, whether in India or elsewhere technical information, knowhow, process, engineering, manufacturing and operating data, plans, layout and blue prints useful for the design, erection, operation of plant and machinery required for any business of the company and to acquire any grant or licence and other rights and benefits.
7. To enter into any arrangements with any Governments or any authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply for, promote and obtain by any Act of any legislature, charter, rights, powers, privileges, concessions, grants, decrees, provisional orders, licences or authorizations of Government-Central or State, or any relevant authorities (local or otherwise) or any private party for enabling the Company to carry any of its objects into effect or for any purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated to prejudice the interests of the Company.
8. To undertake commercial obligations, transactions and operations for achievement of the main objects of the Company.
9. To enter into arrangements with companies, firms and persons for promoting and increasing the manufacture, sale, purchase and maintenance of goods, articles or commodities of all and every kind and descriptions, either by buying, selling or assisting such other companies, firms or persons to do all or any of such last mentioned acts, transactions and things and in such manner as may be necessary or expedient and in connection with or for any of these purposes to enter into agreements, give guarantee or security or otherwise assist all or such purposes on such terms and in such manner as may be desirable.

10. To advance out of the surplus fund of the Company not immediately required, securities and property with or without security as may be thought proper, to such persons, companies, corporations or firms and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to release or discharge any debt or obligation owing to the Company.
11. Subject to the provisions of the Companies Act, 1956 to receive money on loan and borrow any money in such manner and with or without allowance of interest thereupon as the Company shall deem fit and to secure the repayment of any money borrowed, raised, received or owing by mortgage, pledge, charge or lien upon all or any of the property or assets of the Company (both present and future) and also by similar mortgage, charge, pledge or lien to secure the guarantee the performance by the Company or any other person, Company, firm or body corporate of any obligation undertaken by the Company or any other person, Company, firm or body corporate as the case may be and to give the lenders or creditors the powers of sale and other powers as may seem expedient, provided however, that the Company shall not do any banking business as defined in Banking Regulation Act, 1949 and money circulation business or Chit Fund activities.
12. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, cheques, hundies, bills of lading, shipping documents, warrants and other negotiable or transferable instruments.
13. To guarantee the performance of any contract or payment of money secured by or payable under or in respect of bonds, debentures, debenture stocks, contracts, mortgages, charges, obligations and other securities of any Company or of any authority, Central, State, Municipal, local or otherwise or of any person, whomsoever, whether incorporated or not and generally to transact all kinds of guarantee business and to further transact all kinds of trust and agency business for attainment of the objects of the Company.
14. To invest any money of the Company out of the surplus fund of the Company not immediately required, not for the time being required for any of the purposes of the Company in such manner as may be thought proper.
15. To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
16. Subject to the provisions of the Companies Act, 1956 to mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share or interest therein in such manner and for such consideration as the Company may think fit.
17. To establish, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the undertakings, business, rights, liberties and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures, or other securities of any such other company or companies and to subsidise or otherwise assist any such company or companies either out of its own funds or out of funds that it might borrow by issue of debentures or from bankers or otherwise.
18. To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.
19. To take into consideration and to approve and confirm and/or carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them or in connection with the formation or promotion of the Company.
20. To pay out of the funds of the company all costs, charges, and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of or for the business of the

Company and/or the issue of its capital or which the Company shall consider to be necessary including therein the cost of advertising, printing and stationery and commission for obtaining the underwriting of shares, debentures or other securities of the Company.

21. To purchase, takeover or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorised to carry on, or possess any property or rights suitable for any of the purposes of the Company, or which can be carried on in conjunction therewith and to purchase, acquire, sell and deal in property.
22. To procure the incorporation, registration or the recognition of the Company in any country, state or place.
23. To establish and regulate branches or agencies, whether by means of local boards or otherwise anywhere in India or elsewhere at any place or places throughout the world for the purpose of enabling the Company to carry on its business more efficiently and to discontinue and reconstitute any such branches or agencies.
24. To apply for membership or become a member of any Bullion Exchange, Commodities Exchange, Company, Chamber of Commerce, Association, Federation, society or Body Corporate having any objects similar or identical with those of the Company or likely to promote the interests of the Company.
25. In accordance with the law for the time being in force, to reserve or to distribute as bonus shares to the members or otherwise to apply as the Company deems fit any money received by way of premium on any shares, stocks or debenture-stock of the Company and money arising from the issue by the Company of forfeited shares.
26. To grant pension, allowances, gratuities, benefits, emoluments, bonuses and provident funds to employees, managers and directors of the Company and the widows, children and other dependents of such persons and to construct or contribute to the construction of houses, dwelling units or quarters for the employees of the Company and of other concerns which are or may have contractual relationship of rendering and services to the Company and to join with any other person, firm or company for doing any of these things.
27. To appoint attorneys for and on behalf of the company and to execute necessary powers in favour of the said attorneys to act for and in the name of and on behalf of the Company and to revoke all or any of such powers and appointments as may be deemed expedient.
28. To establish industrial estates, including setting up of housing colonies, recreation facilities, medical relief facilities, water and electricity plants, ancillary and/or auxiliary units required for furtherance of the business of the Company.
29. To help, assist, support, aid, establish, acquire or set up and run schools, colleges, training and professional institutions, hospitals, dispensaries, music and dance centres or other similar institutions for the welfare of the employees of the Company.
30. To give to any officers, servants or employees of the company any shares or interest in the profits of the Company's business or any branch thereof, and whether carried on by means or through the agency of any subsidiary Company or not, and for that purpose to enter into any arrangement that the Company may think fit.
31. To train or pay for training in India or abroad of any of the Company's employees or any other person in the interest of or for furtherance of the Company's objects.
32. To establish and maintain or procure the establishment and maintenance of any contributory or noncontributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or who are or were at any time the Directors or

Officers of the Company and wives, widows, families and dependents of any such persons, and also establish any subsidiaries and subscribe to any institutions, associations, clubs or funds calculated to the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid, and to do any of the matters aforesaid either alone or in conjunction with any such other company.

33. To receive any gifts of immovable or movable property and offerings or voluntary donations or bequest and legacies either from the shareholders, directors or from any other person for all/or any of the objects of the Company, Subject to the provision of applicable Act, and rules thereon.
34. To support, donate, contribute, subscribe, advance or lend with or without interest or at concessional rate of interest or otherwise to assist or to guarantee moneys to any charitable, benevolent, religious, scientific, educational, national, public or other institutions, trusts, clubs, societies, organisations or individuals or body of individuals on such terms and conditions as may seem expedient or for any exhibitions or towards the funds of any other Organisations subject to the provisions of the Companies Act, 1956.
35. To undertake and execute any trusts, the undertaking whereof may seem desirable and are gratuitous or otherwise.
36. (a) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare or for the upliftment of the public in any rural areas and to incur any expenditure on any programme of rural development and to assist in execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing "programme of rural development" shall also include any programme for promoting the social and economic welfare for the upliftment of the public, in any rural area to promote and assist rural development, or any other act relating to rural development for the time being in force and in order to implement any of the above mentioned objects or purposes transfer without any consideration or at a fair or concessional value and divest the ownership of any property of the company to or in favour of any Public or Local Body or Authority/Central/State Government/Public Institution/Trust/Fund/Organisation/Person.
- (b) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibilities of the Company to the public or any section of public as also any activity to promote national welfare or social, economic or moral upliftment of the public or any section of the public and in such manner and by such means without prejudice to the generality of the foregoing to undertake, carry out, promote and sponsor any activity for publication of any books, literature or newspapers, organising lectures or seminars likely to advance these objects or for giving merit awards or for giving scholarships, loans, or any assistance to deserving students or other scholars or persons to enable them to pursue their studies or academic pursuits or researches and for establishing conducting or assisting any institutions, funds, trusts having any one of the aforesaid objects by giving donation or otherwise in any other manner and in order to implement any of the aforementioned objects or purposes transfer without consideration or at a fair or concessional value and divest the ownership of any property of the company to or in favour of any Public or Local Body or Authority / Central or State Government / Public Institution / Trust / Fund / Organisation / Person.
- (c) Subject to provisions of Companies Act, 1956, to give donations and to advance and lend money to any person, institution, organisation, trust fund for benevolent causes on such terms and conditions and with or without interest or at concessional rate of interest as may seem expedient.
37. To adopt such means of making known the business or products or interests of the Company as may seem expedient and in particular by advertising in the press, by circulars on radio, television, video tapes and any such communication channels, by exhibition of works of art of interest, by publication of books and periodicals and by granting prizes rewards and donations.

38. Subject to the provisions of the companies Act, 1956 to amalgamate, enter into partnership or into any arrangement for sharing profits, union or interest, co-operation, joint venture or reciprocal concession with any person, firm, corporation or company in India or outside carrying on or engaged in any business or transaction which the company is authorised or engaged in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contracts with any person, association or body corporate whether in India or outside, for such other purposes that may seem calculated beneficial and conducive to the objects of the Company.
39. To experiment and to incur expenses necessary for the purposes and with a view to improve the present method and process of working the business which the company is authorised to carry on and to carry on research for improving, developing or effecting economy and greater efficiency in the business of the company or in the process of production, manufacture and working of or trading or dealing in the various substances, materials and articles and things or with any of the business for which the company is established.
40. To establish, maintain or subsidise and conduct, organise, sponsor and/or assist research in any field that may seem conducive or expedient to promote any of the business which the company is authorised to carry on.
41. To act as agents or brokers and as trustees for any person or company having similar objects and to undertake and perform subcontracts and to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through agents, sub-contractors or trustees or otherwise and either alone or jointly with others.
42. To create any depreciation fund, reserve fund, insurance fund, sinking fund or any other special fund whether for depreciation or repairs, replacement, improvement, extension or maintenance of any of the properties of the Company by way of Investment Allowance Reserve or any other reserve or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.
43. To distribute, in the event of winding up in specie or otherwise as may be, any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures or other securities subject to the provisions of Companies Act, 1956.
44. Subject to provisions of the Companies Act, 1956, or any other enactment in force, to indemnify and keep indemnified officers, directors, agents and servants of the Company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company and for any loss, damage or misfortune whatever, which shall occur in execution of the duties of their office or in relation thereto.
45. To borrow or raise or secure the payment of money from any bank or any financial Institution or any other person or persons, NRI, NRO, Foreign Bankers and Institution for the purpose of the Company's main business in such manner and on such terms and with such rights, power and privileges as the Company may think fit and particularly by issue or bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Company and with a view to hypothecate and/or in anyway encumber or create charge of the undertaking and or any of the immovable or movable properties, present or future and all or any of the uncalled capital for the time being of the Company and to purchase, redeem or pay of any such securities.
46. To amalgamate with any company or companies having objects all together or in part similar to those of this company or any other company, subject to the provisions of section 391 to 394 of the Companies Act, 1956.
47. To open branches in India and elsewhere and to get the company registered in any foreign country and adopt such means of making known to the public the business or the products of the Company as may seem expedient and in particular by advertising in the press, by circulars and publication of books and periodicals.

C. OTHER OBJECTS:

1. To purchase, take on lease, tenancy or license or in exchange, hire, take over option or otherwise acquire any estate or interest in any property whether movable or immovable and any rights or privileges which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and in particular land (free hold, leasehold or other tenure), buildings, easements, machinery plant, implements, provisions, hardware and stock in and on any such lands to build, construct, maintain, enlarge, pulldown, remove or replace, improve or develop and to work, manage and control any buildings, offices, factories, mills, foundries, furnaces, sheds, godowns, shops, roads, ways, bridges or other structures for the purposes of the Company and also for the residence and amenity of its employees, staff and other workmen and to erect and instal machinery and plants and other equipments deemed necessary or convenient or profitable for the purposes of the Company.
2. To carry on in India or elsewhere business as manufacturers, producers, merchants, agents, sub-agents, brokers, distributors, canvassers, indentors, consignors, carriers, consignees, transport agents, dealers, traders, depot managers, importers and exporters in all kind of merchandise, commodities, articles, things and goods.
3. To carry on in India or elsewhere in the world the business of housing in all its branches and to promote, provide, lend, assist, subsidise and arrange for construction, renovation, reconstruction, repairing, remodelling, furnishing and establishing of all descriptions, utilities, modalities, capacities, dimensions, specifications and uses of houses, house buildings, row houses, bungalows, low cost houses, flats, apartments, multistoried buildings, chawls, residential complexes, towns, shops, colonies, commercial complexes and other similar structures to individuals, Hindu undivided families, group of persons, Government authorities, companies, firms, cooperative societies etc. on suitable terms and conditions, with or without securities and for the purpose to acquire and purchase lands and buildings and other Immovable and movable properties and to develop, construct or build, all types of structures, buildings and houses and to act as buyers, sellers, traders, Importers, exporters, stockists, distributors, commission agents, brokers, contractors, estate owners or otherwise to deal in all such immovable and movable properties goods, articles or things which are necessary for the purpose of accomplishment of objects under these presents.
4. To carry on the business in India and elsewhere as manufacturers, assemblers, designers, builders, sellers, buyers, exporters, importers, factors, agents, hirers and dealers of electronic goods, digital and analogue data processing devices and systems, electronic computers, mini and micro-processor based devices and systems, office automation systems, electro data processing equipment, central processing units, memory, peripherals of all kinds, data communication equipment and control systems, satellite communication equipments and system, telephone exchange, remote control systems, software of all kinds including machine oriented and/or problem oriented, software data entry devices, data collecting, systems, accounting and invoicing machines, intelligent terminal controllers, media solid state devices, integrated circuits, transistors, liquid crystals, liquid display systems, diodes, resistors, capacitors, transformers and all related and auxiliary item and accessories including all components of electronics, hardware and appliances of any type and description.
5. To carry on the business of manufacturers, producers, processors, buyers, sellers, importers, exporters and dealers in electric cables, jelly filled cables, telecommunication cables and all other kinds of cables, wires, conductors, capacitors, electrical goods and appliances, electrical machinery, electronic goods, equipments, accessories and appliances, computers and other data processing machines and equipments, transmitters, transformers, switch-gears, control gears, electric motors, equipments, generators, switch boards, circuits, drycell batteries, accumulators, lamps, papers, cellular phones, facsimiles, gramophones, wireless equipments, radios, televisions, teleprinters, transistors, lenses, laying distributing and running telecommunication network, mobile and cellular phone services, E-mail services and other relatable goods, materials and services.
6. To carry on business as manufacturers, fabricators, assemblers, developers, processors, consultants, programmers, importers, exporters and dealers of and in, all kinds and descriptions of electronics, electro mechanical and electrical goods, products, apparatus, materials, computer software, components, parts and things (whether for industrial, business or household use or otherwise) including without limiting the generality thereof, computers, accounting and business machines, communication, telecommunication and telecommunication devices, artificial intelligence

based systems, robots, process or environmental control and adaptor devices, automation devices, transistors, receivers, transformers, conductors, magnetic materials, microwave components, video games, tapes, discs, fittings, switches and all hardware, software and peripherals thereto and thereof required for or capable of being for or in connection with the manufacture, maintenance, working or servicing of the same and also to establish and maintain for the company and for others, data banks, dissemination network and services.

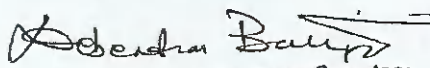
7. To acquire, purchase, sell, transfer, subscribe, invest, hold dispose of and/or deal in share, stocks, debentures, debentures stocks, unique bonds, mutual fund shares, unit securities, commercial papers or other financial instruments and/or obligations issued by any company or companies, constituted or carry on business in India or elsewhere or issued or guaranteed by any government state sovereign dominions municipalities, public authorities or bodies, financial institutions, banks, insurance companies, corporation, public sector undertaking and/or trust whether in India or elsewhere.
8. To carry on the business of manufacturers, producers, processors, traders, importers, exporters, consignors, consignees, principals, owners, agents, factors, buyers, sellers of and dealers in all kinds of textiles, fabrics, hosiery goods, yarn, nylon, polyester, acrylic, rayon, silk, linen, cotton, wool, staple, viscose, synthetics and any other fibre or fibrous materials, whether synthetic, artificial or natural textile substances, allied products, by-products and substitutes for all or any of them and to treat and utilise any waste arising from any such manufacture, product or process whether carried on by the Company or otherwise.
9. To carry on the business of processing, refining, converting, manufacturing, formulating, using, buying, selling, acquiring, storing, packing, dealing, transporting, distributing, importing, exporting and disposing of all types of chemicals (both organic and inorganic), Petrochemicals and other related products including Naphtha, Methane, Ethylene, Propylene, Butenes, Napthalene, Cyclohexane, Cyclohexanone, Benzene, Acetic Acid, Cellulose, Acetate, Vinyl Acetates, Caprolactum, Adipic Acid, Hexamethylene, Diamine, Nylon, Nylon-6, Nylon-6.6, Nylon-6.10, Nylon-6.11, Nylon-7 and their fibres, Castings, Mouldings, Sheets, rods, orthoxylyene, Pthalic Anhydride, Alkyd resins, Polyester Staple fibre, Polyester Filament Yarn, Nylon Filament Yarn, Nylon Tyre Cord, Synthetic Rubbers, Engineering Plastics, Mixed Xylenes, Paraxylene, Metaxylene, Toluene, Cumene, Phenol, Styrene, Butadiene, Methacrollen, Maleic Anhydrid, Methacrylates, Urea, Methanol, Formaldehyde, UF, PF, and MF resins, Hyrogencyanide, Poly-methyl, Methacrylate, acetylene, PVC Polythelene, Plastics, Malamine and derivatives thereof, whether liquid, solid or gaseous, Dichloride, Ethylene Oxide, Ethleneglycol, Polyglycols, Ployurthanes, Parasylenes, Polystyrenes, Polypropylene, Isopropanol, Acetone, Propylene, Oxide, Propylene glycol, Acrylonitrile, Acrylic Fibres, Allyl Chloride, Epichlorhydrin, Aliphatic and Aromatic Alcholos, Aldehydes, Ketones, Aromatic Acids, Anlu-Phrides, Vinyl Chloride, Acrylic, Esters, or Ortho, meta and terephthalic Acids and all gases, Epoxy resins and all other Petrochemicals products and Polymers in all their forms like resins, fibres, sheets, moldings, castings, cellophones, colour paints, varnishes, disinfectants, insecticides, fungicides, deodorants as well as bio-chemical, pharmaceutical, medical, szig, bleaching, photographical and other preparations.

IV. The Liability of the members Is Limited.

- **V. The Authorised share capital of the Company is Rs. 3,00,00,00,000/- (Rupees Three hundred crore) divided into 30,00,00,000 (Thirty crore) equity shares of Rs. 10/- (Rupees Ten) each with such rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with power to increase and decrease the capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act, or provided by the Articles of the Company for the time being.

** Substituted vide Ordinary Resolution passed at the Extra-ordinary General Meeting of the Company held on 9th November, 2016.

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED

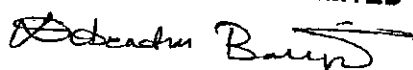

Company Secretary
FCS-7790

We the several persons, whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of these Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names.

Signature, Addresses, Occupations and Father's Name of Subscribers	Number of Equity shares to be taken by each Subscriber	Names, Addresses, Occupation and Father's Name of the Witnesses
1. MOHAN GOENKA S/o Sri Radhe Shyam Goenka 110A, Southern Avenue Kolkata – 700 029 <i>Business</i>	12500 (Twelve Thousand Five Hundred)	INDRAJIT MAJUMDER S/o Late Kanailal Majumder Vill-Mohiary, P.O. Andul-Mouri Dist. – Howrah, Pin – 711 032 <i>Service</i>
2. ADITYA VARDHAN AGARWAL S/o Sri Radhe Shyam Agarwal 118, Southern Avenue Kolkata – 700 029 <i>Business</i>	12500 (Twelve Thousand Five Hundred)	SHARMILA SAMANTA SARKAR D/o Late Kamalesh Sarkar 1A-145, Salt Lake Kolkata – 700 097 <i>Service</i>
3. MANISH GOENKA S/o Sri Radhe Shyam Goenka 110A, Southern Avenue Kolkata – 700 029 <i>Business</i>	12500 (Twelve Thousand Five Hundred)	SANJAY KUMAR JALAN S/o Late T. P. Jalan 687, Anandapur, E.M. By pass Kolkata – 700 107 <i>Service</i>
4. HARSH VARDHAN AGARWAL S/o Sri Radhe Shyam Agarwal 118, Southern Avenue Kolkata – 700 029 <i>Business</i>	12450 (Twelve Thousand Four hundred fifty)	BIPLAB KUMAR DEB S/o Makhn Lal Deb Sarat Chandra Colony 14 No. Plot, 3 rd Lane P.O. Rajbari Colony Kolkata – 700 081
5. PITAMBER SHARAN PATWARI S/o Late K. R. Patwari 58B, Block D, New Alipore Kolkata – 700 053 <i>Service</i>	30 (Thirty)	MILAN KUMAR PAL S/o Late J. G. Pal 687, Anandapur, E.M. By pass Kolkata-700 107 <i>Service</i>
6. GHANSHYAM GUPTA S/o Late Banshidhar Gupta Flat 9A, Golf Towers 9, Prince Gulam Mohammad Shah Road Kolkata – 700 095 <i>Service</i>	10 (Ten)	SUBRATA GHOSH S/o Late D. P. Ghosh 30/5/1, Rahuta Road Shyamnagar, 24 Parganas <i>Service</i>
7. VIRENDRA KUMAR CHANDALIA S/o Late B.M. Chandalia 95, Canal Street Kolkata – 700 048 <i>Service</i>	10 (Ten)	SUSHIL SINGH S/o R. N. Singh 17/17, Hat Lane Howrah – 711 101 <i>Service</i>
TOTAL	50,000 (Fifty Thousand)	

KOLKATA, DATED THE 13TH DAY OF JUNE, 2007

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED



Company Secretary
FCS-7790

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION

OF

NU VISTA LIMITED*

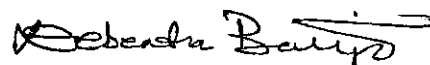
The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Extra-Ordinary General Meeting of the Company held on 27th March, 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

Table 'F' not to apply	1.(1)	The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.
Company to be governed by these Articles	(2)	The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.
Articles to be contemporary in nature	(3)	The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.

*Name of the Company has been changed from 'EMAMI CEMENT LIMITED' to 'NU VISTA LIMITED' by special resolution passed at the Extra-ordinary General Meeting held on 31st May, 2020 and approved by the Registrar of Companies, West Bengal vide Certificate of Incorporation pursuant to change of name w.e.f 4th June, 2020.

**CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED**



Company Secretary

FCS - 7790

Interpretation

"The Act"	2. (1)	In these Articles — (a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.
"The Articles"		(b) "Articles" means these articles of association of the Company or as altered from time to time.
"Applicable Law"		(c) "Applicable Law" means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time.
"The Board of Directors" or "The Board"		(d) "Board of Directors" or "Board", means the collective body of the directors of the Company.
"The Company"		(e) "Company" or "This Company" means NU Vista Limited*.
"Chief Executive Officer"		(f) "Chief Executive Officer" means an officer of a Company, who has been designated as such by the Company.
"Chief Financial Officer"		(g) "Chief Financial Officer" means a person appointed as the Chief Financial Officer of a Company.
Company Secretary or Secretary		Means a Company Secretary as defined in clause (c) of sub-Section (1) of section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act.
"Depository"		(h) "Depository" means a Depository as defined in clause (e) sub-section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 or the Companies Act, 2013 which has been granted a certificate of registration under sub Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.
"The Rules"		(i) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
"Managing Director"		(j) "Managing Director" means a Director who, by virtue of the articles of the Company or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of Managing Director, by whatever name called.

*Name of the Company has been changed from 'EMAMI CEMENT LIMITED' to 'NU VISTA LIMITED' by special resolution passed at the Extra-ordinary General Meeting held on 31st May, 2020 and approved by the Registrar of Companies, West Bengal vide Certificate of Incorporation pursuant to change of name w.e.f 4th June, 2020.

"Members"

(k) "Members" in relation to a company, means- (a) the subscribers to the Memorandum of Association of the Company who shall be deemed to have agreed to become members of the Company, and on its registration, shall be entered as member in its register of members, (b) every other person who agrees in writing to become a member of the Company and whose name is entered in the register of members of the Company; (c) every person holding shares in the Company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.

"The Seal"

(l) "Seal" means the common seal of the Company.

"These Presents"

(m) "These Presents" means the Memorandum of Association and the Articles of Association of the Company.

"Number" and
"Gender"

(2)

Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

Expressions in the
Articles to bear the
same meaning as in
the Act

(3)

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share capital and variation of rights

Capital

The Authorised Share Capital of the Company shall be the Capital as specified in Clause V of the Memorandum of Association, with power to increase and reduce the Capital of the Company and to divide the Shares in the Capital for the time being into several classes as permissible in Applicable Law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by the Board, and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions.

Shares under 3.
control of Board

Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the Company and the securities for the time being shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 54 of the Act) at a discount and at such time as they may from time to time think fit with the sanction of the company in the general meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit.

Board may allot
shares otherwise
than for cash

4.

Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind

whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up, and if so issued, shall be deemed to be fully paid-up.

Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the general meeting.

Kinds of Share Capital 5.

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

- (a) Equity share capital:
 - (i) with voting rights; and / or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- (b) Preference share capital

Issue of certificate 6.(1)

Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission, subdivision, consolidation or renewal of any of its shares as the case may be –

(a) one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

- (2) Every certificate of shares shall be under the seal of the company and shall specify the shares to which it relates and the amount paid-up thereon and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve.

Provided that in respect of any share or shares held jointly by several persons, the Company shall not be borne to issue more than one certificate, and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holders.

Option to receive 7.
share certificate or
hold shares with
depository

Issue of new 8.
certificate in place
of one defaced, lost
or destroyed

Provisions as to 9.
issue of certificates
to apply mutatis
mutandis to
debentures, etc.

Power to pay 10. (1)
commission in
connection with
securities issued
Rate of (2)
commission in
accordance with
Rules

Variation of 11. (1)
members' rights

A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate may be issued in lieu thereof. Every certificate under the Article shall be issued on payment of fees for each certificate as may be fixed by the Board. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement or transfer.

Notwithstanding what is stated above, the Board shall comply with such rules or regulations or requirements of any stock exchange or the rules made under the Act or rules made under the Securities Contracts (Regulation) Act, 1956 or any other act, or rules applicable thereof in this behalf.

The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.

The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.

- Provisions as to general meetings to apply mutatis mutandis to each meeting (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.
- Issue of further shares not to affect rights of existing members 12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- Power to issue redeemable preference shares 13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.
- Further issue of share capital 14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to –
- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be made in proportion, as near as circumstances admit, to the capital paid up on these shares at the date;
 - (b) by a notice specifying the number of shares offered limiting a time not less than thirty days from the date of the offer and if not accepted, will be deemed to be declined.
 - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub-clause (b) hereof shall contain a statement of the right to renounce. Provided that the directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
 - (d) After the expiry of the time specified in the aforesaid notice, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner and to such person(s) as they may think in their sole discretion, fit.
- Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons, whether or not those persons include the persons referred to in sub-clause 1 (a) above in manner whatsoever, provided:
- (a) If a special resolution to that effect is passed by the Company in General Meeting, or

Nothing mentioned in sub-clause 1 (c) hereof, shall be deemed:

- (i) to extend the time within which the offer should be accepted or;
- (ii) to authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

(2) Notwithstanding the above, subject to provisions of section 62 and rules made thereunder, a Company by obtaining the shareholders' approval through ordinary resolution may issue and allot shares to its employees under employee stock option scheme or such other scheme as may be permissible from time to time

Mode of further
issue of shares

- (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Lien

Company's lien on 15. (1)
shares

The Company shall have a first and paramount lien upon all the shares (not being fully paid shares) standing registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for all monies (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. The Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

Lien to extend to
dividends, etc.

- (2) The Company's lien, if any, on a share (other than fully paid-up shares) shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

Waiver of lien in
case of registration

- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

As to enforcing lien 16.
by sale

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or

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to the person entitled thereto by reason of his death or insolvency or otherwise.

To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

Validity of sale	17. (1)	To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
Purchaser to be registered holder	(2)	The purchaser shall be registered as the holder of the shares comprised in any such transfer.
	(3)	The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.
Purchaser not affected	(4)	The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.
Application of proceeds of sale	18. (1)	The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
Payment of residual money	(2)	The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
Outsider's not to affect Company's lien	19.	In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.
Provisions as to lien to apply mutatis mutandis to debentures, etc.	20.	The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

Calls on shares

Board may make calls	21. (1)	The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares
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(whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

Notice of call	(2)	Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
Board may extend time for payment	(3)	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
Revocation or postponement of call	(4)	A call may be revoked or postponed at the discretion of the Board.
Call to take effect from date of resolution	22.	A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
Liability of joint holders of shares	23.	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
When interest on call or instalment payable	24. (1)	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.
Board may waive interest	(2)	The Board shall be at liberty to waive payment of any such interest wholly or in part.
Sums deemed to be calls	25. (1)	Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
Effect of non-payment of sums	(2)	In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
Payment in anticipation of calls may carry interest	26.	<p>The Board may if it thinks fit, subject to provisions of Section 50 of the Act –</p> <p>(a) may, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and</p> <p>(b) upon the amount all or any of the monies so paid or satisfied in advanced, or so much thereof from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate as the member paying such sum in advance</p>

and the Board agree upon, provided that money paid in advance of calls may be fixed by the Board. Nothing contained in this clause shall not confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him; until the same would, but for such payment, become presently payable by him.

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| Instalments on shares to be duly paid | 27. | If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder. |
| Calls on shares of same class to be on uniform basis | 28. | All calls shall be made on a uniform basis on all shares falling under the same class. |
| Partial payment not to preclude forfeiture | 29. | Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. |
| Provisions as to calls to apply mutatis mutandis to debentures, etc. | 30. | The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company. |

Transfer of shares

- | | | |
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| Instrument of transfer to be executed by transferor and transferee | 31. | A common form of transfer shall be used and the instrument of transfer of any share in the Company shall be in writing, and shall be duly executed by or on behalf of both the transferor and transferee. Notwithstanding the above, all provisions of Section 56 of the Act and any other applicable law, including the Securities and Exchange Board of India (Listing and Disclosure Obligations) Regulations, 2015, shall be duly complied with in respect of all transfer of shares and registration thereof. |
| Board may refuse to register transfer | 32. | The Board may, subject to the right of appeal conferred by the Act decline to register –
(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
(b) any transfer of shares on which the Company has a lien. |

Subject to the provisions of Section 58 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956 the Board may at its absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not. The right of refusal by the Board, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date

on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer.

Provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.

Board may decline to recognise instrument of transfer

33.

In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless –

(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

Transfer of shares when suspended

34.

On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine;

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty- five days in the aggregate in any year

Nomination

35. (1)

Every holder of Shares in the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his shares in the Company shall vest in the event of death of such holder.

(2)

Where the Shares of the Company are held by more than one person jointly, the joint holders may together nominate a person to whom all the rights in the shares of the Company, as the case may be, held by them shall vest in the event of death of all joint holders.

(3)

Notwithstanding anything to the contrary contained in these presents or in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares of the Company, the nominee shall, on the death of the shareholders or on the death of all the joint holders become entitled to all the rights in the shares of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.

- (4) Where the nominee is a minor, it shall be lawful for the holder of the shares to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the shares in the Company, in the event of his death, during the minority.
- Fees for transfer of shares. 36. (1) No fee shall be charged by the Company, in respect of the registration of transfer or transmission of shares, or for registration of any power of attorney, probate, letters of administration, succession certificate, certificate of death or marriage or other similar documents.
- Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc. (2) The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company, unless stated otherwise in the Articles.

Transmission of shares

- Title to shares on death of a member 37. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.
- Estate of deceased member liable (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
- Transmission Clause 38. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –
(a) to be registered himself as holder of the share; or
(b) to make such transfer of the share as the deceased or insolvent member could have made.
- Board's right unaffected (2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- Indemnity to the Company (3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.
- Right to election of holder of share 39. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- Manner of testifying election (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- Limitations (3) All the limitations, restrictions and provisions of these

applicable to notice

regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Claimant to be entitled to same advantage

40.

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Provisions as to transmission to apply mutatis mutandis to debentures, etc.

41.

The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

Forfeiture of shares

If call or instalment not paid notice must be given

42.

If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

Form of notice

43.

The notice aforesaid shall:

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

In default of payment of shares to be forfeited

44.

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

Receipt of part amount or grant of

45.

Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in

indulgence not to affect forfeiture			respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.
Entry of forfeiture in register of members	46.		When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.
Effect of forfeiture	47.		The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.
Forfeited shares may be sold, etc.	48. (1)		A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.
Cancellation of forfeiture	(2)		At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
Members still liable to pay money owing at the time of forfeiture	49. (1)		A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
	(2)		All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
Cesser of liability	(3)		The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
Certificate of forfeiture	50. (1)		A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
Title of purchaser	(2)		The Company may receive the consideration, if any, given for

and transferee of
forfeited shares

the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

Transferee to be
registered as
holder

(3) The transferee shall thereupon be registered as the holder of the share; and

Transferee not
affected

(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

Validity of sales

51.

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

Cancellation of
share certificate in
respect of forfeited
shares

52.

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

Sums deemed to be
calls

53.

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Provisions as to
forfeiture of shares
to apply mutatis
mutandis to
debentures, etc.

54.

The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

Alteration of capital

Power to alter share
capital

55.

Subject to the provisions of the Act, the Company may, by ordinary resolution –

(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation, division and sub-division shall require the sanction of the Company in its General Meeting;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

Shares may be converted into stock

56.

Where shares are converted into stock:

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;
- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
- (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

Right of stockholders

Reduction of capital **57.**

The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other reserve in the nature of share capital.

Joint Holders

Joint-holders	58.	Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:
Liability of Joint-holders		(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
Death of one or more joint-holders		(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
Receipt of one sufficient		(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
Delivery of certificate and giving of notice to first named holder		(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
Vote of joint-holders		(e)(i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares.
Executors or administrators as joint holders		(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.
Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.		(f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

Capitalisation of profits

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| Capitalisation | 59. (1) | <p>The Company may, upon recommendation of the Board, resolve that any amount standing to the credit of the Capital Redemption Reserve Account or Securities Premium Account of the Company or to the credit of its free reserves be capitalised ("capitalised fund") and distributed amongst such of the shareholders of the Company as would be entitled to receive the same if distributed by way of dividend and in the same proportions and on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in issuing and paying up in full any unissued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.</p> <p>The sum aforesaid shall not be paid in cash but shall be applied either in or towards:</p> <ul style="list-style-type: none">(A) paying up any amount for the time being unpaid on any shares held by such members respectively;(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) |
| Powers of the Board for capitalisation | 60. (1) | <p>Whenever such a resolution as aforesaid shall have been passed, the Board shall –</p> <ul style="list-style-type: none">(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and(b) generally do all acts and things required to give effect thereto. |
| Board's power to issue fractional certificate/coupon etc. | (2) | <p>The Board shall have power—</p> <ul style="list-style-type: none">(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits |

resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

Agreement binding on members (3) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

Buy-back of shares 61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

Dematerialisation of Securities

Dematerialization of Securities 62. The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.

63. The Board shall be entitled to dematerialise Securities or to offer securities in a dematerialized form pursuant to the Depositories Act, 1996, as amended. The provisions of this Section will be applicable in case of such Securities as are or are intended to be dematerialised.

Options for investors 64. (1) Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities.

(2) If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.

Securities in depositories to be in fungible form 65. All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act shall apply to a Depository in respect of the securities held by on behalf of the Beneficial Owners.

Rights of Depositories and Beneficial Owners 66. (1) Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.

- (2) Save as otherwise provided in 66(1) above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
- (3) Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.

Service of 67.
Documents

Notwithstanding anything to the contrary contained in these Articles, where Securities of the Company are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of Electronic Mode or by delivery of floppies or discs.

Transfer of 68.
securities

Nothing contained in Section 56 of the Act or anything to the contrary contained in these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

Allotment of 69.
securities dealt with
in a Depository

Notwithstanding anything to the contrary contained in these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.

Distinctive number 70.
of securities held in
a Depository

Notwithstanding anything to the contrary contained in these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to securities held with a Depository.

Register and index 71.
of Beneficial Owners

The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

Borrowing powers

Borrowing Powers 72.
of the Board

The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/resolution of such delegate, provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the

ordinary course of business) exceed the aggregate for the time being of the paid up Capital of the Company and its free reserves.

General meetings

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| Annual General Meeting | 73. | <p>(1) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year.</p> <p>(2) Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.</p> <p>(3) In the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to:</p> <ul style="list-style-type: none">(a) the consideration of financial statements and the reports of the Board of Directors and the Auditors;(b) the declaration of any Dividend;(c) the appointment of Directors in place of those retiring;(d) the appointment of, and the fixing of the remuneration of, the Auditors. |
| Extraordinary general meeting | 74. | <p>All general meetings other than annual general meeting shall be called extraordinary general meeting.</p> <p>In case of meetings other than Annual General Meeting, all business shall be deemed special.</p> |
| Powers of Board to call extraordinary general meeting | 75. | <p>The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> |
| Passing of resolution by Postal ballot | 76. | <p>(1) Where permitted or required by applicable Law, the Board may, instead of calling a meeting of any members/ class of members/ debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of the Act and Rules made thereunder in this behalf.</p> <p>(2) Where permitted/required by applicable Law, the Board may provide Members/Members of a class/Debenture-holders right to vote through e-voting, complying with applicable Law.</p> <p>(3) Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Act and Rules made thereunder.</p> |

Proceedings at general meetings

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| Presence of Quorum | 77. | (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. |
| Business confined to election of Chairperson whilst chair vacant | (2) | No business shall be discussed or transacted at any general meeting except election of Chairman whilst the chair is vacant. |
| Quorum for general meeting | (3) | The quorum for a general meeting shall be as provided in the Act. |
| Chairman of the meetings | 78. | The Chairman (if any) of the Board shall preside as Chairman at every general meeting of the Company. |
| Directors to elect a Chairman | 79. | If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the directors present shall elect one of their members to be Chairman of the meeting. |
| Members to elect a Chairman | 80. | If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, on a show of hands or by poll or electronically, choose one of their members to be Chairman of the meeting. |
| Casting vote of Chairman at general meeting | 81. | On any business at any general meeting, in case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall have a second or casting vote. |
| Minutes of proceedings of meetings and resolutions passed by postal ballot | 82. | (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. |
| Certain matters not to be included in Minutes | (2) | There shall not be included in the minutes any matter which, in the opinion of the Chairman of the meeting –
(a) is, or could reasonably be regarded, as defamatory of any person; or
(b) is irrelevant or immaterial to the proceedings; or
(c) is detrimental to the interests of the Company. |
| Discretion of Chairman in relation to Minutes | (3) | The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. |
| Minutes to be evidence | (4) | The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. |

Inspection of minute books of general meeting

- 83.** (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- (a) be kept at the registered office of the Company; and
 - (b) be open to inspection of any member without charge, as provided in the Act and the Rules.

Members may obtain copy of minutes

- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

Powers to arrange security at meetings

84.

The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

Adjournment of meeting

Chairman may adjourn the meeting

- 85.** (1) The Chairman may, with the consent of the meeting, adjourn the meeting from time to time and from place to place.

Business at adjourned meeting

- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of adjourned meeting

- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Notice of adjourned meeting not required

- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

Entitlement to vote on show of hands and on poll

86.

Subject to any rights or restrictions for the time being attached to any class or classes of shares -

- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

Voting

through **87.**

A member may exercise his vote at a meeting by electronic

electronic means

means in accordance with the Act and shall vote only once.

Vote of joint-holders **88.** (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

Seniority of names (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

How members **89.** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

Votes in respect **90.** Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to of shares of any shares may vote at any general meeting in respect thereof deceased or as if he was the registered holder of such shares, provided that insolvent members, etc. at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

Business may **91.** Any business other than that upon which a poll has been proceed pending demanded may be proceeded with, pending the taking of the Poll the poll.

Restriction on **92.** No member shall be entitled to vote at any general meeting voting rights unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

Equal rights of **93.** Any member whose name is entered in the register of members members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Proxy

Member may vote in **94.** (1) Any member entitled to attend and vote at a general meeting person or otherwise may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

Proxies when to be **(2)** The instrument appointing a proxy and the power-of-deposited attorney or other authority, if any, under which it is signed or a

notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

Form of proxy **95.** An instrument appointing a proxy shall be in the form as prescribed in the Rules.

Proxy to be valid **96.** A vote given in accordance with the terms of an instrument of notwithstanding death of the principal A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

Board of Directors **97.** Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (Three) and shall not be more than 15 (Fifteen)

Directors liable to **98.** The Board shall have the power to determine the directors retire by rotation whose period of office is or is not liable to determination by retirement of directors by rotation.

Remuneration of **99. (1)** Subject to the provisions of Section 197 of the Act, a Director directors may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.

Provided that where the Company takes a Directors' Liability Insurance, specifically pertaining to a particular Director, then the premium paid in respect of such insurance, for the period during which a Director has been proved guilty, will be treated as part of remuneration paid to such Directors.

(2) Subject to the provisions of the Act and Rules made thereunder, the fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time within the limits prescribed under the Act. Fee, at may be determined by the Board, may also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of

any provision of the Act.

- Travelling and other expenses (3) The Board may allow any payment to any director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for traveling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or resided out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.
- Appointment of additional directors 100. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- Duration of office of additional director (2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
- Appointment of alternate director 101. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.
- Duration of office of alternate director (2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.
- Re-appointment provisions applicable to Original Director (3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.
- Appointment of director to fill a casual vacancy 102. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.
- Duration of office of Director (2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would

appointed to fill
casual vacancy

have held office if it had not been vacated.

Independent
Directors

103. (1) The Company shall appoint such number of Independent Directors as may be required under the Act and other Laws and the Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.

(2) Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under the Act and Law, removal from Directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down in the Act and rules made thereunder. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.

(3) An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.

(4) The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.

Woman Director

104. The Company shall appoint such number of Woman Directors as may be required under the Act and the Rules.

Powers of Board

General powers of the
Company vested in
Board

105. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the Memorandum of Association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the Memorandum of Association and these Articles and to any regulations, not being inconsistent with the Memorandum of Association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such Regulation shall invalidate any prior act of the Board which would have been valid if such Regulation had not been made.

Execution
negotiable
instruments

of **106.**

All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted,

endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

Proceedings of the Board

- When meeting to be convened **107.** (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- Who may summon Board meeting (2) The Chairman or any one Director with the previous consent of the Chairman may, or the company secretary on the direction of the Chairman shall, at any time, summon a meeting of the Board.
- Quorum for Board meetings (3) The quorum for a Board meeting shall be as provided in the Act.
- Participation at Board meetings (4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
- Questions at Board meeting how decided **108.** (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- Casting vote of Chairperson at Board meeting (2) In case of an equality of votes, the Chairman of the Board, if any, shall have a second or casting vote.
- Directors not to act when number falls below minimum **109.** The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
- Who to preside at meetings of the Board **110.** (1) The Board shall appoint a Chairman of its meetings and determine the period for which he is to hold office.
- (2) If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Vice-Chairman, if there be one or failing him the Managing Director shall be the Chairman of such meeting. If none of the above are available, the Directors present shall choose one of their number to the

Chairman of such meeting.

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| Delegation of powers | of | 111. | (1) | The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. |
| Committee conform to Board regulations | to | | (2) | Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. |
| Participation at Committee meetings | at | | (3) | The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. |
| Chairman of Committee | of | 112. | (1) | A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee. |
| Who to preside at meetings of Committee | | | (2) | If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting. |
| Committee to meet | | 113. | (1) | A Committee may meet and adjourn as it thinks fit. |
| Questions at Committee meeting how decided | | | (2) | Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. |
| Casting vote of Chairman at Committee meeting | | | (3) | In case of an equality of votes, the Chairman of the Committee shall have a second or casting vote. |
| Acts of Board or Committee valid notwithstanding defect of appointment | | 114. | | All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director. |
| Passing resolution circulation | of by | 115. | | Save as otherwise expressly provided in the Act, a resolution in writing and signed, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held. |

Chief Executive Officer, Manager, Managing Director, Whole time Director, Company Secretary and Chief Financial Officer

- Chief Executive Officer, etc. **116.** (a) Subject to the provisions of the Act,—
 A chief executive officer, Managing Director, Whole time Director, Manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board.
- Director may be chief executive officer, etc. (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Managing Director

- Board may appoint Managing Director(s)/ Whole-time Director(s) **117** (1) Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s)/ Whole-time Director(s) for fixed term and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s) / Whole-time Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine.

- (2) Subject to the Article above, the powers conferred on the Managing Director/ Whole-time Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- Remuneration to Managing Directors/Whole time Directors **118** A Managing or whole time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

Registers

- Statutory registers **119.** The Company shall keep and maintain all statutory registers namely, register of charges, register of members, register of

debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements in such place and manner, containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during business hours of the Company during such time, not being less than 2 hours on any day, at the registered office of the Company or at such other place where they may be kept under the provisions of the Act by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Act and the Rules.

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| Foreign register | <p>120. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.</p> <p>(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, <i>mutatis mutandis</i>, as is applicable to the register of members.</p> |
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The Seal

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| The seal, its custody and use | <p>121. (1) The Board shall provide for the safe custody of the seal.</p> |
| Affixation of seal | <p>(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of two directors or one director and the secretary or such other person as the Board may appoint for the purpose; and such director and the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.</p> |

Dividends and Reserve

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| Company in general meeting may declare dividends | <p>122. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.</p> |
| Interim dividends | <p>123. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount</p> |

on such class of shares and at such times as it may think fit.

Dividends only to be paid out of profits 124. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

Carry forward of profits (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Division of profits 125. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

Payments in advance (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.

Dividends to be apportioned (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

Unpaid or Unclaimed Dividend Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall, within seven (7) days from the date of expiry of the said period of thirty (30) days, transfer the total amount of dividend which remains unpaid or unclaimed, to a special account to be opened by the Company in that behalf in any scheduled bank.

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under section 125 of the Act. Any

person claiming to be entitled to an amount may apply to the authority constituted by the Central Government for the payment of the money claimed. No unclaimed or unpaid dividend shall be forfeited by the Board until the claim becomes barred by law.

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| No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom | 126. (1) | The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. |
| Retention of dividends | (2) | The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares. |
| Dividend remitted | how 127. (1) | Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. |
| Instrument of payment | (2) | Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. |
| Discharge to Company | (3) | Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. |
| Receipt of one holder sufficient | 128. | Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. |
| No interest on dividends | 129. | No dividend shall bear interest against the Company. |
| Waiver of dividends | 130. | The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the |

extent that the same is accepted as such or acted upon by the Board.

Accounts

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| Inspection
Directors | by | 131. (1) | The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules |
| Restriction
inspection
members | on
by | (2) | No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. |

Audit

- 132. (1)** Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.
- (2)** Subject to the provisions of Section 139 of the Act and rules made thereunder, the Statutory Auditors of the Company shall be appointed for a period of five consecutive years, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.
- (3)** The remuneration of the Auditors shall be fixed by the Company in Annual general meeting or in such manner as the Company in general meeting may determine.

Documents and Notices

- | | | | |
|--------------------------------|-----------|-----------------|---|
| Service
documents
notice | of
and | 133. (1) | A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and rules made thereunder. |
|--------------------------------|-----------|-----------------|---|

- (2) Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of the doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Newspaper advertisement of notice to be deemed duly serviced

134.

A document or notice advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him.

Notice to whom served in case of joint shareholders

135.

A document or notice may be served or given by the Company on or given to the joint-holders of a Share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the Share.

Notice to be served to representative

136.

A document or notice may be served or given by the Company on or to the persons entitled to a Share in consequence of the death or insolvency of a member by sending it through post in a prepaid letter addressed to him or them by name or by the title of representatives of the deceased or assignee of the insolvent or by any like description, at the address if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

Service of notice of General Meetings

137.

Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company.

The accidental omission to give notice or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

Members bound by notice **138.**

Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such shares, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.

Notice to be served by post or other electronic means **139.**

All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office or by such other electronic means as prescribed in Section 20 of the Act and the Applicable Law made thereunder.

Admissibility of micro films, computer prints and documents to be treated as documents and evidence **140.**

(1) Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.

(2) All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.

Winding up

Winding up of Company **141.**

Subject to the applicable provisions of the Act and the Rules made thereunder -

(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

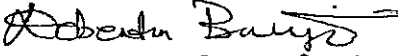
Indemnity and Insurance

- Directors and officers right to indemnity
142. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
- (b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- Insurance (c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

General Power

- General power
143. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED


Company Secretary
FCS-7790

We the several persons, whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of these Article of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Signature, Addresses, Occupations and Father's Name of Subscribers	Number of Equity shares to be taken by each Subscriber	Names, Addresses, Occupation and Father's Name of the Witnesses
1. MOHAN GOENKA S/o Sri Radhe Shyam Goenka 110A, Southern Avenue Kolkata - 700 029 <i>Business</i>	12500 (Twelve Thousand Five Hundred)	INDRAJIT MAJUMDER S/o Late Kanailal Majumder Vill-Mohiary, P.O. Andul-Mouri Dist. - Howrah, Pin - 711 032 <i>Service</i>
2. ADITYA VARDHAN AGARWAL S/o Sri Radhe Shyam Agarwal 118, Southern Avenue Kolkata - 700 029 <i>Business</i>	12500 (Twelve Thousand Five Hundred)	SHARMILA SAMANTA SARKAR D/o Late Kamalesh Sarkar 1A-145, Salt Lake Kolkata - 700 097 <i>Service</i>
3. MANISH GOENKA S/o Sri Radhe Shyam Goenka 110A, Southern Avenue Kolkata - 700 029 <i>Business</i>	12500 (Twelve Thousand Five Hundred)	SANJAY KUMAR JALAN S/o Late T. P. Jalan 687, Anandapur, E.M.Bypass Kolkata - 700 107 <i>Service</i>
4. HARSH VARDHAN AGARWAL S/o Sri Radhe Shyam Agarwal 118, Southern Avenue Kolkata - 700 029 <i>Business</i>	12450 (Twelve Thousand Four hundred fifty)	BIPLAB KUMAR DEB S/o Makhan Lal Deb Sarat Chandra Colony 14 No. Plot, 3 rd Lane P.O. Rajbari Colony Kolkata - 700 081 <i>Service</i>
5. PITAMBER SHARAN PATWARI S/o Late K. R. Patwari 58B, Block D, New Alipore Kolkata - 700 053 <i>Service</i>	30 (Thirty)	MILAN KUMAR PAL S/o Late J. G. Pal 687, Anandapur, E.M.Bypass Kolkata-700 107 <i>Service</i>
6. GHANSHYAM GUPTA S/O Late Banshidhar Gupta Flat 9A, golf Towers 9, Prince Gulam Mohammed Shah Road Kolkata - 700 095 <i>Service</i>	10 (Ten)	SUBRATA GHOSH S/o Late D. P. Ghosh 30/5/1, Rahuta Road Shyamnagar, 24 Parganas(N) <i>Service</i>
7. VIRENDRA KUMAR CHANDALIA 95, Canal Street Kolkata - 700 048 <i>Service</i>	10 (Ten)	SUSHIL SINGH S/o R. N. Singh 17/17, Hat Lane Howrah - 711 101 <i>Service</i>
TOTAL	50,000 (Fifty Thousand)	

KOLKATA, DATED THE 13TH DAY OF JUNE, 2007

CERTIFIED TO BE TRUE COPY
For EMAMI CEMENT LIMITED

Abendun Baidya
Company Secretary
FCS-7790

Chief General Manager (Land)
IDCO, Bhubaneswar



113

Annexure-25

2021
CF
Bm
17/6/2020
17/6/2020

NU VISTA LIMITED
(Formerly Emami Cement Limited)

KMC, vil-Mandira, Tahsil-Danagadi,
Ps-Jashapura, Jajpur Road,
Dist-Jajpur, Odisha, Pin-755026

Ref: ECI/OGG/2020-21/076

Date: 17-Jun-2020

To,
The Divisional Forest Officer, Cuttack
Ghanakuli, Cuttack



Dear Sir,

Sub: Intimation of name change of the Company

Reference above, kindly be informed that name of the Company has been changed from "Emami Cement Limited" to "NU Vista Limited" vide Certificate of Incorporation pursuant to change of name issued by the Registrar of Companies, West Bengal w.e.f. 4th June, 2020.

In this regard, we are enclosing herewith the certified true copy of the aforesaid certificate for your kind perusal, record and necessary action. We would like to clarify that there is no change in the existing Corporate Identity Number (CIN) i.e. U26940WB2007PLC116503 of the company pursuant to this change of name of the Company.

Request you to kindly update the new name of the Company i.e. "NU Vista Limited" in your records having effect to the new name of the Company. Please let us know in case you require any further information in this regard.

We would be grateful for an immediate and positive action on our above request.

Thanking you,

For NU Vista Limited
(Formerly Emami Cement Limited)


Pravendra Kumar Singh
Plant Head

Encl:-

1. Certified True Copy of the Certificate of Incorporation pursuant to change of name issued by the Registrar of Companies, West Bengal
2. Copy of Memorandum and Articles of Association of Nu Vista Limited
3. Acknowledgement of change PAN

NU VISTA LIMITED
(Formerly Emami Cement Limited)

Registered Office: Plot No. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 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1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2

PROFORMA FOR VERIFICATION OF DEPOSITS IN COMPENSATORY AFFORESTATION FUND

1.	State/District/Forest Division to which the proposal relates	Odisha /Jaipur/Cuttack Division
2.	Name of User Agency nature of proposal	IDCO for Emami Cement Ltd (Now renamed as NU Vista Ltd.), Construction of Railway line and siding
3.	Nature and category of the proposal	Rail
4.	Proposal number	FP/OR/RAIL/30199/2017
5.	Extent of forest area involved	8.114ha
6.	Whether original or extension	Original
7.	If extension of lease, please clarify if proposal involves additional forest area and if so, specify	Not applicable
8.	Date of 1 st Stage clearance	
9.	Extent of CAMPA charges, head wise viz.:	Order No. 5-ORC348/2018 BHU Dated 18.06.2018
	(a) Compensatory Afforestation	Rs 19,77,500/- & Rs 5,62,000/-
	(b) Additional Compensatory Afforestation	Nil
	(c) Penal Compensatory Afforestation	Nil
	(d) Catchment Area Treatment	Nil
	(e) Wildlife Management Plan	Rs 46,04,000/-
	(i) Site Specific Wildlife Conservation plan	Nil
	(ii) Regional Wildlife Management plan	Nil
	(f) Additional charges for diversion of area falling under notified /protected area	Nil
	(g) Net present value	
	(h) Any other charges/levies (Please specify)	Rs 50,79,364/-
	i) Penal NPV	Nil
	ii) Safety Zone	Nil
	iii) 1.5times safety zone	Nil
	iv) Scheme on mitigative measures to minimize soil erosion and choking of streams	Nil
	v) Scheme on gap planting and SMC measures	Nil
	vi) Scheme on planting adiqueete drought hardy plant species and showing of seeds to arrest soil erosion	Nil
	Total	Rs 1,22,22,864/-

10	Whether payment made through challan or otherwise, in case of online payment, details of challan						
11	Details of deposits						
Sl no	Type of deposit (NPV/CA/I WMP/Others (specify))	Whether by RTGS /DD/ NEFT (specify)	UTR /DD No.	Amount deposited (Rs)	Date of deposit(Rs)	Name of Bank from which amount transferred to account of CAF	Bank Account CAF managed by CAMPA in which fund deposited
i)	NPV	RTGS	SBIN3182368937	Rs 50,79,364/-	Dt 24.8.2018	SBI, IDCO Tower, BBSR	A/c No: 150825930199157, Corporation Bank, New Delhi
ii)	Compensatory Afforestation	RTGS	SBIN3182368937	Rs 19,77,500/-	Dt 24.8.2018	SBI, IDCO Tower, BBSR	A/c No: 150825930199157, Corporation Bank, New Delhi
			SBIN120308638024	Rs 5,62,000/-	Dt. 03.11.2020	SBI, IDCO Tower, BBSR	A/C No 150825930199869 Corporation Bank, New Delhi
iii)	Penal CA						
iv)	Safety Zone						
v)	1.5 times Safety Zone						
vi)	SSWLCP	RTGS	SBIN619073312494	Rs 46,04,000/-	Dt. 14.03.2019	Cheque-018288 dt 11.03.2019	A/c No: 150825930199157, Corporation Bank, New Delhi
vii)	RWLMP						
	Total			Rs 1,22,22,864/-			

Divisional Forest Officer,
Cutback Forest Division

PCCF (Forest Diversion, Nodal), FC Act

Odisha, Bhubaneswar

Principal Chief Conservator of Forests
Forest Division & Nodal Officer (FC Act)
O/o the P.C.C.F. Odisha, Bhubaneswar

Government of Odisha
Forest and Environment Department

-0-

10F (Cons) 85/2018/ 1011/3 /F&E dated 01.05.18

From

Sri Debidutta Biswal, IFS
Special Secretary to Government

To

The Addl. Principal Chief Conservator of Forests (Central),
Government of India, Ministry of Environment, Forests and Climate Change
A/3, Chandrasekharapur, Bhubaneswar

Sub:

Proposal for diversion of 8.114 ha of Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line & Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha (Proposal No-
FP/OR/RAIL/30199/2017)

Sir,

I am directed to send herewith a proposal for diversion of 8.114 ha of Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line & Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha, as received from the Principal Chief Conservator of Forests, Odisha for consideration of Govt. of India, MoEF&CC, Eastern Regional Office, Bhubaneswar and approval under Section-2 of Forest (Conservation) Act, 1980.

1. Brief description

The Odisha Industrial Infrastructure Development Corporation (IDCO) was established in the year 1981 with specific objective of creating infrastructure facilities in the identified Industrial Estate/ Areas for rapid and orderly establishment and growth of industries, trade and commerce in the State. IDCO is declared as the Nodal agency of the State Government for providing industrial infrastructure in the State of Odisha. It provides land to large projects which cannot come up in the identified Industrial Estate/Areas. It also arranges to obtain/acquire land for all such projects in any location of the State. IDCO also takes up planning and execution of construction projects of Government Departments/ Undertakings on agency and contract basis with the help of its diverse technical man power.

M/s Emami Cement Ltd. (ECL), the flagship Company of the Emami Group, is a coveted Rs.12,000 Crore business entity, a leading player in the personal & healthcare, consumer care products industry in India engaged in manufacturing and making of health, beauty and personal care products that are based entirely on ayurvedic formulation.

As reported by PCCF, Odisha, M/s Emami Cement Limited is proposing for setting up a Cement Grinding Unit of 2.0 MTPA capacities at Kalinganagar Industrial area at Village Mantira under Danagadi Tahasil of district Jajpur, Odisha. IDCO has allotted 66.25 acres of land to M/s Emami Cement Ltd. for establishment of industries. A lease deed has been executed on dated 28.06.2016 between IDCO and M/s Emami Cement Limited indicating allotment of 66.25 Ac. of land to the Company to establish a Cement Grinding Unit at village Mantira under Danagadi Tahasil of Jajpur district within Kalinganagar Industrial Estate. The copy of lease deed is enclosed at Page No.35-53/DP. As per decision taken in the 33rd meeting of State Level Facilitation Cell on 4.4.2016, IPICOL has recommended for acquisition/alienation/allotment of 20.05 acres of land in favour of Company for the purpose of development of railway siding and laying of railway line with a view to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha. Copy of Letter No.GM/SLNA/ECL-RS-004/16 dated 11.03.2017 of General Manager (SLNA) is enclosed at Page No.33-35/DP. The proposed Railway line and Siding project has been proposed to be constructed to take off from Tata Railway Siding near Jakhapura Railway Station on Howrah-Chennai Main line of East Coast Railway. This project requires Revenue Forest land of 20.05 Acres (8.114 ha) in all. No non-forest land is required for the project. The State Nodal agency for development of industrial infrastructure i.e. M/s IDCO has filed the instant proposai for diversion of 8.114 ha of Revenue Forest land for construction of Railway line and siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district and after obtaining diversion of forest land from MoEF&CC, ERO under Section 2 of F.C. Act, 1980, the said land would be allotted to the above mentioned Company i.e.M/s Emami Cement Ltd. for construction of Railway Siding/railway line. Detailed land schedule of the revenue forest land duly authenticated by the Tahasildar, Danagadi is enclosed at page 64-65/DP.

M/s RCC Infrastructure Consultants Pvt. Ltd. (RICPL), the Railway Consultant of M/s Emami Cement Ltd. has checked the feasibility for the proposed Railway siding/railway line project and comes out with observation that the nearest Railway Station to the proposed Cement Grinding Unit is Jakhapura Station located on Chennai-Howrah BG electrified section.

Jakhapura is also the serving station of M/s Tata Siding and have a connectivity from DN loop line in Phase-I and will be connected with UP & DN line with flyover arrangement in subsequent phases as per approved ESP CE's Drawing No.1623/12 (AH-6), SH-1 of 7 of M/s TATA Steel Ltd siding. The proposed loading/ unloading point is located at about 5 km away from Jakhapura Railway Station.

The proposed Railway line/siding plans to "Take off from M/s Tata Steel Ltd. Siding at Ch 2351.70 m F/CSB of Jakhapura and after takeoff, the proposed line will run parallel to the M/s TATA Steel Ltd. siding on the land of M/s TATA Steel Ltd. under the existing ROB at Ch 2609.34 m and then will take a left turn to enter the land of M/s Emami Cement Ltd. Provision of isolation in form of 120 m over run line will be provided to the M/s TATA Steel Ltd siding at takeoff point of M/s Emami Cement Limited Siding. The proposed takeoff point will be interlocked with M/s TATA Steel Ltd. cabin "A". Necessary modification in this regard will be made by M/s Emami Cement Ltd. The M/s TATA Steel Ltd. has issued the "No Objection" Certificate (NOC) for Railway Siding connectivity from Tata Steel's map point station cabin near Jakhapura Railway Station vide Ref No. P(O) 111/16 dated 25.10.2016 which is enclosed at Page-54-56/DP. The "In- Principle Approval" for the proposed private siding at Jakhapura Railway Station (Taking off from the Lead Line of M/s TATA Steel Ltd.) of M/s Emami Cement Ltd. has been accorded by Chief Transport Planning Manager, East Coast Railway, Bhubaneswar vide letter No.COM/ Pig/ BBS/ ECL/ BYY/ 621/ 98 dated 31.10.2016 which is enclosed at Page No.57/DP.

The project alignment/site has been delineated in Survey of India Toposheet No. F45U1. The project is located within Latitude N 20° 54' 49.00" to N 20° 55' 07.40" and Longitude E 86° 02' 00.00" to E 86° 02' 36.50" in the village Rabana and Mantira under Dangadi Tahasil of district Jajpur ,Odisha, at Plate No.I/DP. It is a linear project having a total length of 1245 mts (1.245 Km) and a layout map has been shown in cadastral map at Plate No.II (16"=1 mile)/DP. The Right of way is 21.5mt at the starting point to 85mt towards Plant end. The line will be single and multiple lines (Broad gauge). Out of the total Plant capacity of 2.00 MTPA, 1.50 MTPA final product is likely to be dispatched by Rail and balance by road. Similarly, the quantum of raw materials required for the Plant is to the tune of 2.00 MTPA, out of which 1.30 MTPA will be procured through rail and balance by road. Around 70% traffic load on roads will be reduced by this project. Reduction in road traffic will reduce air pollution as well as noise pollution in the locality.

As reported by the DFO, Cuttack Division, the applied area does not form a part of any National Park, Wildlife Sanctuary, Biosphere Reserve, Tiger Reserve, Elephant Reserve. It is also not coming within the Eco-sensitive zone of any National Park/ Sanctuary. There is no archaeological monument within the applied area nor there is any heritage site or defence establishment. No rare and endangered/ unique species of flora and fauna are reportedly available in the area. The estimated cost of the project is Rs.3684.00 lakh (Page No.22/DP). As reported by the User Agency, the project will generate direct employment to 15 persons whereas 22,750 no. of persondays will be created temporarily (Page No-25/DP). This project does not involve displacement of human habitation.

2. Justification for locating the project on forest land

In view of this project being non-site specific in nature, feasibility and viability of three number of alternative alignments have been explored as per provisions of para 2.1(3) of the FC Act guidelines as detailed at page 23-24/DP before zeroing on to the Alternative-1 for the purpose of rail alignment/siding taking note of Techno-feasibility of this Alternative alignment and involvement of forest land where no vegetation is available. The Divisional Forest Officer, Cuttack in part-II of the application form has also indicated that the forest area to be used for the project is barest minimum.

3. Maps

The User Agency has submitted the following maps duly authenticated by concerned authority.

Sl. No.	Description	Scale	Plate No.
1	Survey of India Topo map No. F 45 U 1 showing location of Railway line/Siding of M/s Emami Cement Ltd	1:50,000	Plate-I
2	Cadastral Map of Village Rabana & Mantira of Dangadi Tahasil showing the project	16"=1 Mile	Plate-II A & Plate-II B
3	Map showing the approved Railway Siding	1:1000	Plate-III
4	Drawings of Alternate alignments examined	-	Plate-III A, Plate III B, Plate-III C & Plate-III D(Combined)
5	Survey of India Topo map No. F 45 U 1 showing the alternatives alignments examined	1:50,000	Plate-IV
6	DGPS Map of the proposed forest land to be diverted at village Rabana and Mantira duly authenticated by ORSAC/ Tahasildar, Dangadi/ DFO, Cuttack Division	1:2000	Plate-V
7	Cadastral Map showing the non-forest Government land identified for Compensatory Afforestation at village Anjira under Dharmasala	1:3960	Plate-VI

	Tahasil of Jajpur District.		
8	Survey of India Topo map No.F 45 U I showing location of CA land.	1:50,000	Plate-VII
9	DGPS Survey Cadastral map showing CA land at village Anjira under Dharmasala Tahasil of Jajpur District duly authenticated by Tahasidar, Dharmasala and DFO, Cuttack Division	1:3960	Plate-VIII

4. Forest land

The total land involved in the project is 20.05 Ac. (8.114 ha) of Revenue forest land in village Mantira and Rabana of Dangadi Tahasil of Jajpur district. No non-forest land is required for the project. Pankapal DPF is about 5 to 6 km from the project site.

The detailed land schedule of the Revenue Forest land involved in the project is as follows:

Sl. No.	Range/ Block/ Village limit	Survey/ Compartment Number/ KM. Stone			Forest area proposed for diversion (Ha)	Legal status of forest area
		Khata No.	Plot No.	Area in Ac.		
1	Village-Mantira	229	150/P	8.34	3.375	Sal Jungle
2	Village-Rabana	191	2/P	9.19	4.739	Chhoto Jungle
			3/P	2.52		
Total				20.05	8.114	

The detailed purpose wise break-up of forest land proposed for construction of Railway line & Siding is indicated below.

Sl. No.	Component	Forest land		
		Length in mt.	Width in mt.	Area in Ha
1	Rail Line	1245	21.5 m to 85 m	7.102
2	Green Belt	1245 x 2	1m to 4 m on both sides as per availability	1.012
Total		1245 m		8.114

Since the project does not require any non-forest land, status of non-forest land as on 25.10.1980 certified by the Tahasildar is not required for this project.

5. **Flora & fauna**

As per the reports of the DFO, the area is devoid of any vegetation. Although no wild faunal species are available in the project area, yet the project impact area is having species like peacock, spotted deer, barking deer, rabbit, sloth bear, python, cobra and other small creatures.

6. **Tree enumeration**

No trees are available on the proposed forest land for diversion. Joint verification report of the tree enumeration has been enclosed at Page No. 80/DP. For the purpose of NPV, minimum density of vegetation(Eco-Value Class) is to be taken into account.

7. **Wildlife Management:**

The land proposed for diversion does not form a part of any National Park, Wildlife Sanctuary, Biosphere Reserve, Tiger Reserve, Elephant Reserve. It is also not coming within the Eco-Sensitive Zone of any National Park/ Sanctuary. The proposed site is near Kalinganagar Industrial Complex of the IDCO. There are reportedly no wildlife found in the proposed project area. However, due care is required to be taken for conservation of Wildlife available in the impact area of the project. Therefore site specific wildlife conservation Plan duly approved by the Pr. CCF(WL)&CWLW, Odisha is required to be implemented at the cost of Project in order to ensure protection and conservation of wildlife in and around the project area

8. **Compensatory Afforestation:**

An area of 8.70 ha of non-forest Government land has been identified in a single patch in village Anjira under Dharmasala Tahasil of Jajpur District in Dalijoda Range of Cuttack Forest Division for the purpose of compensatory afforestation in lieu of proposed diversion of 8.114 ha of Revenue Forest land for construction of Railway line and siding Project by IDCO for M/s Emami Cement Ltd. The land schedule of compensatory afforestation land allotted by the Jajpur District Revenue Administration is as under:-

Name of the District	Name of the Tahasil	Name of the Division	Name of the Village	Khata No.	Plot No.	Kisam	Area in Ha
Jajpur	Dharmasala	Cuttack	Anjira	1729	5839	Pahada	8.70

The land schedule of identified/allotted non-forest land for compensatory afforestation duly authenticated by Tahasildar Dharmasala is enclosed at Page No.74/DP. The DGPS map and Survey of India Topo Sheet No. F 45 U 1 showing the compensatory afforestation land duly authenticated by Tahasildar, Dharmasala and DFO, Cuttack Division are appended as Plate

No.VII and Plate No.VIII respectively. The DFO Cuttack Division has furnished the land suitability certificate which is enclosed at Page No.11/DP. The Tahasildar, Dharmasala has also certified that the identified CA land is free from encroachment and encumbrance and not covered under DLC report which are enclosed at Page No.73 /DP. The KML file of CA land is enclosed with the DP. A compensatory afforestation scheme has been prepared by the DFO, Cuttack Forest Division for taking up block plantation over 8.70 ha @ 1600 plants per ha with 10 year maintenance along with barbed wire fencing which is enclosed at Page No.81 to 92/DP.

The species selected for plantation under compensatory afforestation scheme include *Azadirachta indica* (Neem), *Aegale marmalos* (Bela), *Bombax ceiba* (Simili), *Dendrocalamus strictus* (Bamboo), *Gmelina arborea* (Gambhari), *Mangifera indica* (Amba), *Emblica officinalis* (Anla), *Pongamia pinnata* (Karanja), *Syzygium cumini* (Jamun), *Tamarindus indica* (Tentuli), *Terminalia tomentosa* (Asan). The compensatory afforestation scheme has been technically approved by Addl. PCCF (FD & NO, FC Act) with a total financial outlay of Rs.19,77,500 /- with current wage rate of Rs.213.50 per manday including cost of maintenance of 10 years is enclosed at Page No.92A/DP.

The User Agency has furnished an undertaking to pay the entire amount of Compensatory Afforestation cost which is enclosed at Page No.8/DP.

9. Cost Benefit Analysis:

As the proposed forest land for diversion is less than 20 ha, cost benefit analysis is not applicable for this project.

10. Environmental Clearance:

The proposed project does not require environmental clearance under EIA notification, 2006.

11. Rehabilitation and Resettlement:

The project does not warrant displacement of any human habitation and therefore the resettlement and rehabilitation plan is not required.

12. Certificate in compliance to FRA guidelines

The Collector & District Magistrate, Jajpur has issued the required certificate as per the format prescribed by Government of India, MoEF & CC in Form No-I under Forest Right Act

2006 for 20.05 Acre or 8.114 ha of forest land proposed to be diverted for construction of Railway Line & Siding of M/s Emami Cement Ltd. in Jajpur District falling within the jurisdiction of Rabana & Mantira villages in Danagadi Tahasil which is enclosed at Page No.67/DP. It has also been certified by the Collector that recognized rights of Primitive Tribal Groups (PTG) and Pre- Agricultural Communities(PAC) are not being affected in respect of forest land proposed for diversion.

13. Geo-Referenced Digital Map

Ministry of Environment Forests, Government of India in their letter F.No.11-9/98-FC dated 08.07.2011 have issued guideline that all applications seeking prior approval of the Central Government under Forest (Conservation) Act, 1980 for diversion of forest land for non-forest purpose must be accompanied with Geo-referenced boundary in shape file pertaining to forest land proposed for diversion. These documents/ maps are required to ensure accurate delineation of the forest area to be diverted. The User Agency in compliance to this order, has submitted the required digital maps duly verified by the ORSAC and authenticated by the Divisional Forest Officer, Cuttack Division which is enclosed as Plate No. V along with the shape file and KML file. The soft copy of the DGPS map of the forest area proposed for diversion in CD form is also enclosed.

14. Violation

No field violations of Forest Conservation Act, 1980 has been reported by the DFO, Cuttack in his Site Inspection report.

15. Others

The Site inspection reports of DFO, Cuttack Forest Division is furnished at Page-29-B/DP. The Basic information of Cuttack Forest Division, Jajpur district and State of Odisha are appended to the DP at page 93-95 respectively. The NPV is applicable to this project and the User Agency has furnished undertaking to pay the same (Page-9/DP).

Principal Chief Conservator of Forests, Odisha has recommended this proposal.

All relevant maps have been appended to the diversion proposal. All the statutory proforma have been duly filled up.

In view of the above position, it is requested that the GoI, MoEF&CC, Eastern Regional Office, Bhubaneswar may kindly examine the proposal for diversion of 8.114 ha of Revenue

forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line & Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha and convey their approval under Section-2 of Forest (Conservation) Act, 1980 subject to the following conditions.

- The site specific wildlife conservation Plan prepared for protection and conservation of wildlife in and around the project area and approved by the Principal Chief Wildlife Warden, Odisha shall be implemented at project cost.
- Memorandum of Association, Articles of Association and certificate of incorporation under Companies Act of M/s Emami Cement Ltd. shall be furnished.

Yours faithfully,


Special Secretary to Government

Encl: Diversion proposal in two sets

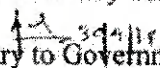
Memo No. 10144 /F&E., Dated- 01-05-18

Copy forwarded to the Pr.C.C.F., Odisha /Principal Chief Conservator of Forests(WL) & CWLW, Odisha for information & necessary action with reference to letter No. 8395 dt. 17.4.2018 of the Principal Chief Conservator of Forests, Odisha.


Special Secretary to Government

Memo No. 10145 /Dated. 01-05-18

Copy forwarded to the Member Secretary, SPCB, Odisha/Regional Chief Conservator of Forests, Angul /Divisional Forest Officer, Cuttack division for information and necessary action..


Special Secretary to Government


Memo No. 10146 /Dated. 01-05-18

Copy forwarded to the Industries Department / Collector, Jajpur for information and necessary action..


Special Secretary to Government

Memo No. 10147 /Dated. 01-05-18

Copy forwarded to the Chief General Manager(Land), IDCO, Bhubaneswar for information and necessary action..


Special Secretary to Government



Government of India/ भारत सरकार
Ministry of Environment, Forest & Climate Change/ पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय
Eastern Regional Office/ पूर्वी क्षेत्रीय कार्यालय
A/3, Chandrasekharpur/ ए/३, चन्द्रसेखरपुर
Bhubaneswar - 751 023/ भुवनेश्वर - ७५१ ०२३



Telephone: 0674-2301213, 2301248, 2302452, 2302453. Fax: 0674-2302432. E-mail: roez.bsr-mef@nic.in

No. 5-ORC348/2018-BHU

18th June, 2018

To

The Addl. Chief Secretary,
Forest & Environment Deptt.,
Govt. of Odisha,
Bhubaneswar.

Sub:-

Diversion of 8.114 ha of Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line and Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha.

Sir,

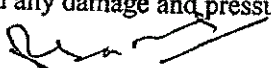
I am directed to refer to State Govt. letter No10F(Cons)85/2018-10143/F&E dated 01.05.2018 on the above mentioned subject seeking prior approval of the Ministry of Environment, Forest & Climate Change under section 2 of Forest (Conservation) Act, 1980.

2. After due consideration of the proposal of the State Government and on the basis of decision of Regional Empowered Committee meeting held on 07.06.2018, the Ministry of Environment, Forest & Climate Change hereby conveys '*Stage-I/in-principle*' approval for diversion of 8.114 ha of Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line and Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha, subject to the fulfillment of the following conditions.

- (i) Legal status of forest land proposed for diversion shall remain unchanged.
- (ii) The State Govt. shall charge the Net Present Value (NPV) of forest area proposed to be diverted under this proposal from the user agency as per the Orders of Hon'ble Supreme Court of India dated 28.03.2008, 24.04.2008 and 09.05.2008 in Writ Petition (Civil) No.202/1995 and the guidelines issued by this Ministry vide its letter No.5-3/2007-FC dated 05.02.2009 in this regard. While conveying the compliance of this condition, mention be made of the Eco-class and density of forest for which NPV has been charged.
- (iii) At the time of payment of the Net Present Value (NPV) at the present rate, the user agency shall furnish an undertaking to pay the additional amount of NPV, if so determined, as per the final decision of the Hon'ble Supreme Court of India.
- (iv) Compensatory afforestation shall be raised over 8.70 ha of non-forest land identified in Plot No.5839, Khata No.1729, Kisam Pahad of village Anjira under Dharmasala Tahasil of Jajpur district against the area of forest land proposed to be diverted at the cost of the user agency.
- (v) The revenue forest land identified for raising compensatory afforestation shall be transferred and mutated in favour of the State Forest Department before issue of Stage-II approval.

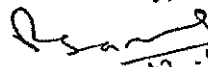
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- (vi) The non-forest land over which compensatory afforestation will be taken up shall be notified as PF/RF and shall remain under the administrative control of the State Forest Department.
- (vii) State Govt./Forest Deptt. will recast the compensatory afforestation scheme including activities like soil and moisture conservation with creation of water bodies by impounding nullahs and/or excavations at appropriate sites and shall ensure plantation of local tree & shrub and grass species. Schemes shall be re-casted/prepared within the limit of CA fund demanded/collected and submitted within 3 months for appraisal of Eastern Regional Office, Bhubaneswar.
- (viii) The user agency shall transfer the cost of raising and maintaining the compensatory afforestation at the current wage rate in consultation with State Forest Department in the account of Ad-hoc CAMPA of the concerned State through online portal. The scheme may include appropriate provision for anticipated cost increase for works scheduled for subsequent years.
- (ix) The user agency should ensure that the compensatory levies (C.A. cost, NPV etc.) are deposited through challan generated online on web portal and deposited in appropriate bank **online only**. Amount deposited through other mode will not be accepted as compliance of the Stage-I clearance.
- (x) The user agency shall comply with the conditions stipulated by State Govt. vide letter No.10(Cons)85/2018-10143/F&E dated 01.05.2018.
- (xi) The boundary of the forest land proposed to be diverted shall be demarcated on the ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial number, DGPS coordinates, distance from adjoining pillars etc. As per Ministry's letter No.13-20/2015-CAMPA dated 09.06.2016, the cost of expenditure like boundary walls, stone pillars, demarcation charges, charges for felling of trees and their transportation to depots shall be deposited with DFOs concerned and the work should be undertaken departmentally in order to ensure that the task of erection of boundary walls, stone pillars, demarcation charges etc. are undertaken faithfully and in the best interests of the forests before the diversion and handing over of the forest land takes place. The work on these items should be completed within 6 months from the grant of final approval to diversion of forest land.
- (xii) The State Forest Department/UA shall submit the surveyed sketch of non-forest land identified for CA, giving the forward and backward bearing of each demarcation pillar and distance between them. The State Forest Department/User Agency shall submit the DGPS reading of each demarcated pillar giving the latitude and the longitude.
- (xiii) The transfer of forest land to M/s Emami Cement Ltd. shall not be effected by M/s IDCO without prior approval from Ministry of Environment, Forest & Climate Change.
- (xiv) No additional or new path will be constructed inside the forest area for any activity related to the project work.
- (xv) No labour camp shall be allowed in the forest area.
- (xvi) The user agency shall provide alternate fuel preferably LPG to the labourers and the staff working at the site so as to avoid any damage and pressure on the adjacent forest areas.


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- (xvii) The user agency while executing works, shall not fell any tree or damage forest growth in the surrounding forest area in any manner.
- (xviii) The forest land shall not be used for any purpose other than that specified in the proposal and under no circumstances be transferred to any other user agency, department or person without the prior approval of Ministry of Environment, Forest & Climate Change.
- (xix) The layout plan of the proposed forest land shall not be changed without the prior approval of Ministry of Environment, Forest & Climate Change.
- (xx) The State Government shall complete settlement of rights, in term of the Scheduled Tribes and Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, if any, on the forest land to be diverted and submit the documentary evidence as prescribed by this Ministry in its letter No.11-9/1998-FC (pt.) dated 03.08.2009 read with letter No.11-9/1998-FC (pt.) dated 05.02.2013 and 05.07.2013, in support thereof.
- (xxi) Any other conditions that the Ministry of Environment, Forest & Climate Change may impose from time to time in the interest of afforestation, conservation and management of flora and fauna in the area, which shall be complied by the user agency.
- (xxii) The State Govt. and user agency shall ensure compliance to provisions of the all Acts, Rules, Regulations, Guidelines, NGT Order (s) & Hon'ble Court Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project.
3. After receipt of the report on compliance to the conditions stipulated above, from the State Government of Odisha, final/Stage-II approval for diversion of the said forest land under Section 2 of Forest (Conservation) Act, 1980 will be issued by this Ministry. Transfer of forest land to user agency should not be effected by the State Government of Odisha till final/Stage-II approval for its diversion is issued by the Ministry of Environment, Forest & Climate Change. However, to facilitate speedy execution of projects involving linear diversion, the in-principle approval may be deemed as the working permission for tree felling and commencement of work, if the required funds for CA, NPV and all other compensatory levies specified in the in-principle approval are realized from the user agency, the State Govt. may allow the commencement of work of the linear project in forest land for a period of one year as per guideline issued vide Ministry letter No. 11-306/2014-FC dated 28.08.2015.


Yours faithfully,


(R.K. Samal)

Conservator of Forests (Central)

Copy to:-

1. The Director, ROHQ, Ministry of Environment, Forest & Climate Change, Indira Paryavaran Bhawan, Agni Block, Aliganj, Jor Bagh Road, New Delhi - 110 003.
2. The Principal Chief Conservator of Forests, Forest Department, Govt. of Odisha, Aranya Bhawan, Chandrasekharapur, Bhubaneswar-751023.
3. The Chief General Manager (Land), IDCO, Bhubaneswar, Odisha.
4. Guard file.


Conservator of Forests (Central)

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Government of Odisha
Forest & Environment Department
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2018

No.10F (Con) 85/2018 13853 /F&E, Bhubaneswar, dated the 23.06.18

From

Sri Debidutta Biswal, IFS
Special Secretary to Government

To

The Principal Chief Conservator of Forests, Odisha

Sub: Diversion of 8.114 ha of Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line & Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha

Sir,

I am directed to enclose herewith the Stage-I approval order of Government of India, MoEF&CC, Eastern Regional Office vide letter No. 5-ORC345/2018-BHU dt. 18.6.2018 for diversion of 8.114 ha of Revenue forest land in favour of IDCO for enabling M/s Emami Cement Ltd. to construct Railway Line & Siding at village Mantira and Rabana under Danagadi Tahasil of Jajpur district to facilitate transportation of raw material/finished products to/from their Cement Grinding Unit coming within the Kalinganagar Industrial Area in Jajpur district, Odisha. In the above said Stage-I approval order, there is no order for transferring the forest land in favour of the M/s IDCO/M/s Emami Cement Ltd for which proposal was earlier forwarded by the State Government to Government of India, MoEF&CC, Eastern Regional Office vide letter No. 10143/F&E dt 1.5.2018. The Stage-I approval order referred to above indicates that Government of India, MoEF&CC, Eastern Regional Office agrees for diversion of above extent of forest land subject to compliance of 22(twenty two) no. of conditions by the user agency with specific reference to condition No. 2(xiii) and 2(x) so as to consider the case for Stage-II(Final) forests clearance. It is requested to take necessary steps for compliance of the conditions imposed in the Stage-I approval order of MoEF&CC, ERO as well as the additional conditions imposed by the State Government as mentioned at condition No. 2(x) of the order. Appropriate instruction in this context may be imparted to the Divisional Forest Officer of Cuttack Forest Division as well as to the M/s IDCO for compliance of the conditions. Detailed compliance of all the conditions imposed by Eastern Regional Office and State Government may be meticulously scrutinized by Addl. PCCF(Forest Diversion) & Nodal Officer, FC Act of your office and further necessary steps may also be taken by him expeditiously to furnish the detailed compliance in this respect to Eastern Regional Office, MoEF&CC on behalf of State Government as per authorization of State Government communicated in this regard vide letter No. 10195/F&E dt. 16.5.2017 to you, for their consideration for according final forest clearance to this project. A copy of detailed compliance so sent to MoEF&CC, ERO may also be marked to State Forest Department unflinching for reference.

Since it is a linear project and as per ERO, MoEF&CC, GoI order(last para), the Divisional Forest Officer of Cuttack Forest Division may take further follow up action in

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compliance to orders of State Government in F&E Department communicated vide Memo No. 17194/F&E Dt. 28.9.2015 for allowing the user agency to undertake project activities on forest land, being diverted, for a period of one year pending Stage-II forest clearance. Required instructions in this context may be imparted to the DFO, Cuttack for placing demand with the user agency for deposit of all the compensatory levies pertaining to this project. Commencement of project activities shall however be subject to availability of other statutory clearances, as may be required for this project.

Violation of Forest Conservation Act, 1980, if any, may, however, be reported in detail expeditiously to the State Government as per para 1.9 of F.C. Act guidelines for bringing the same to the notice of Government of India, Ministry of Environment, Forests and Climate Change for further action at their end.

Yours faithfully

Special Secretary to Government

Memo No. 13854 /F&E., Dated- 23.06.18

Copy with copy of enclosures forwarded to the Principal Chief Conservator of Forests (WL) & CWLW, Odisha for information & necessary action.

Special Secretary to Government

Memo No. 13855 /Dated. 23.06.18

Copy with copy of enclosures forwarded to the Member Secretary, SPCB, Odisha/Regional Chief Conservator of Forests, Angul/Divisional Forest Officer, Cuttack for information and necessary action.

The DFO shall place demand note with the IDCO for deposit of all the compensatory levies pertaining to this project so as to enable them to take up project activities on forest land proposed for diversion under specific orders of DFO as per authorization of State Government.

Special Secretary to Government

Memo No. 13856 /Dated. 23.06.18

Copy with copy of enclosures forwarded to the Industries Resources Department / Collector, Jaipur for information and necessary action.

Special Secretary to Government

Memo No. 13857 /Dated. 23.06.18

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

Special Secretary to Government