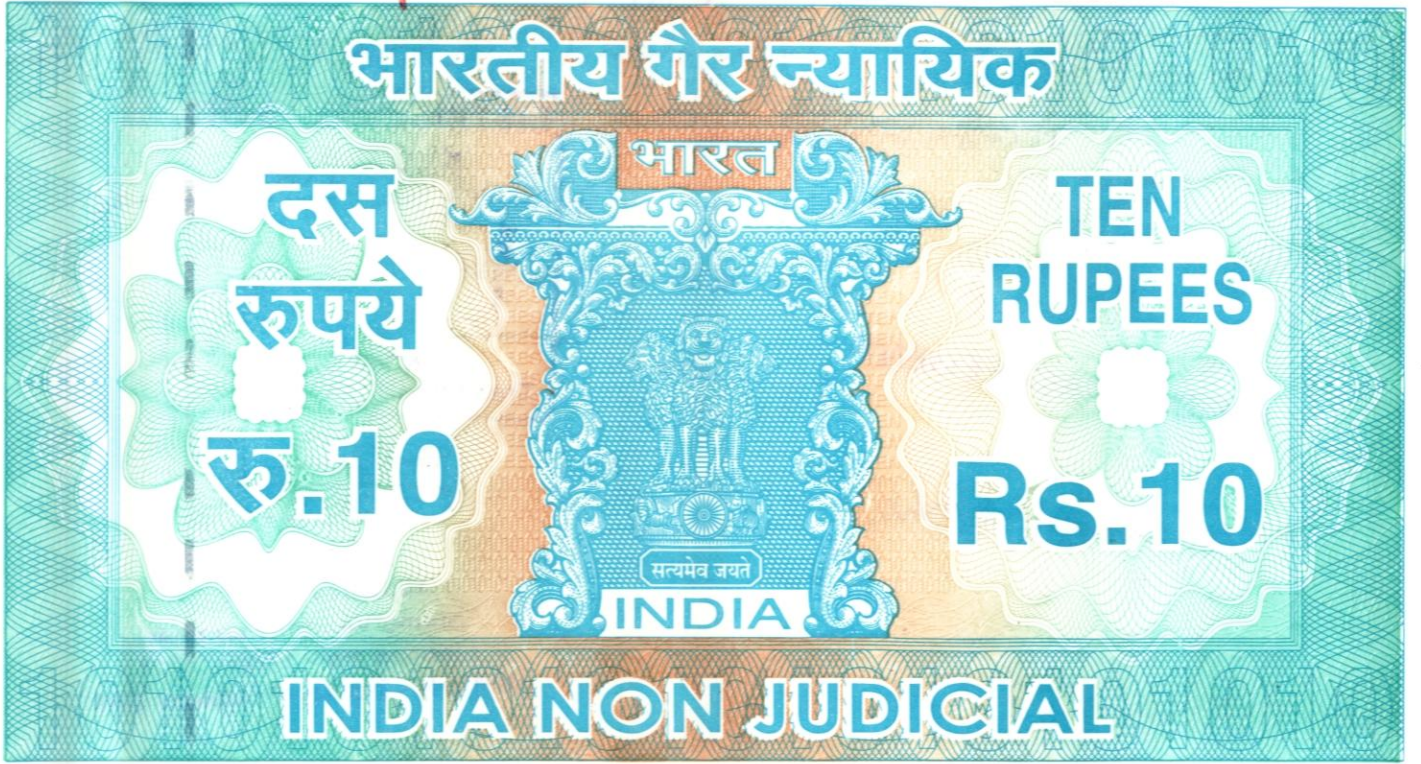


Agt. No-310 dt 15.07.17



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FORM - K

38AA 787252

AGREEMENT FOR SUPPLY OF WATER FOR THE PURPOSE OF INDUSTRIAL /COMMERCIAL USE

THIS AGREEMENT IS made on the15th.....day ofJuly.....two thousand and fifteen BETWEEN **Shri Narasingh Sahoo**, son of Sri Sanyasi Sahoo , resident of qr. No.DE-209, Basanti Colony, Rourkela , Dist : Sundargarh , Odisha , Manager (Corporate Affairs) of M/S ARDENT STEEL LIMITED.(hereinafter called the " Applicant ") of the first part AND (1) **Sri Dillip Kumar Pany, son of Sri Nitya Nanda Pany**, resident of Plot No.382, Sailashree Vihar, PS : Chandrasekharpur, Bhubabneswar, district : Khurdah, (Odisha) by profession Dy. General Manager (Sales & HR) & (2) **Sri Rabindra Kumar Bisi , son of Sri Sirish Kumar Bisi resident of Plot No.190/2950, Bomikhal, PS. Laxmi Sagar , Bhubaneswar Dist : Khurda (Odisha)** by profession Officer (Liasioning) (herein after referred as the " Sureties " of the second part : AND

Bh...
Executive Engineer
Beitarani Division
SALAPADA
197112

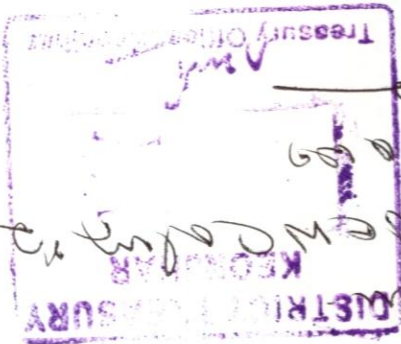
For Ardent Steel Ltd.

N. Sahoo
Narasingh Sahoo
Manager (Corporate Affairs)

Susanta K. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

30-6-13
30-6-13

AFFIDAVIT/AGREEMENT
Narasimha Saha



010-2
Resident
Narasimha Saha
04 - 05 - 2013
05-7-2013
District Treasury
Keonjhar
Resident
Narasimha Saha
04 - 05 - 2013
05-7-2013

30-6-13
30-6-13

Resident
Narasimha Saha



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38AA 787251

THE GOVERNOR OF ODISHA which expression unless repugnant to the context, shall include his successors and assigns (hereinafter called “ the Government“) of the third part .

WHEREAS, the applicant has made an application for supply of water from Government water source / irrigation works for the period as mentioned in the schedule ; hereto annexed;

AND WHEREAS , the sureties have agreed to stand surely for payment of rates charged for such supply in the manner hereinafter appearing and the Government has agreed to supply water for the purpose specified in the schedule annexed hereto :-

[Handwritten Signature]
Executive Engineer
Baitarani Division
SALAPADA
15/7/17

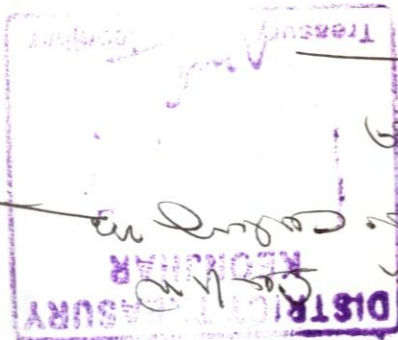
For Ardent Steel Ltd.

[Handwritten Signature]

Narasingh Sahoo
Manager (Corporate Affairs)

Susanta K. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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20-6-13



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Narasimha Saha

AFFIDAVIT/AGREEMENT

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SCHEDULE

38AA 787250


Purpose for which water Will be supplied (1)	volume of water if, any. (2)	period of supply (3)	The Place at which It will be supplied (4)
For Industrial Purpose	500 m3/ day (Ground Water)	12 months w.e.f. 08.07.17	At our factory situated At Vill : Phuljhar, Via: Suakati, in the district of Keonjhar

NOW THIS AGREEMENT witness as follows :-

- In pursuance of the said agreement and in consideration of supply of water to be made to the applicant, the applicant and the sureties hereby jointly and severally covenant with the Government as follows :
 - The applicant shall pay at the rate of Rs.1,15,050.00 per month on or before 15th of every succeeding month.
 - The applicant shall make suitable arrangement to take the water from the Government water source/Irrigation works at which it will be supplied.

For Ardent Steel Ltd.


Narasingh Sahoo
Manager (Corporate Affairs)

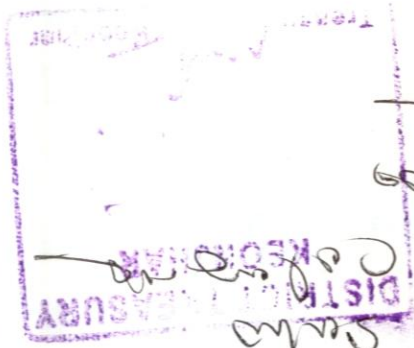

Executive Engineer
Baitarani Division
SALAPADA
1572112 1ST

Susanta Ku. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

Narasimha Saha

AFFIDAVIT/AGREEMENT

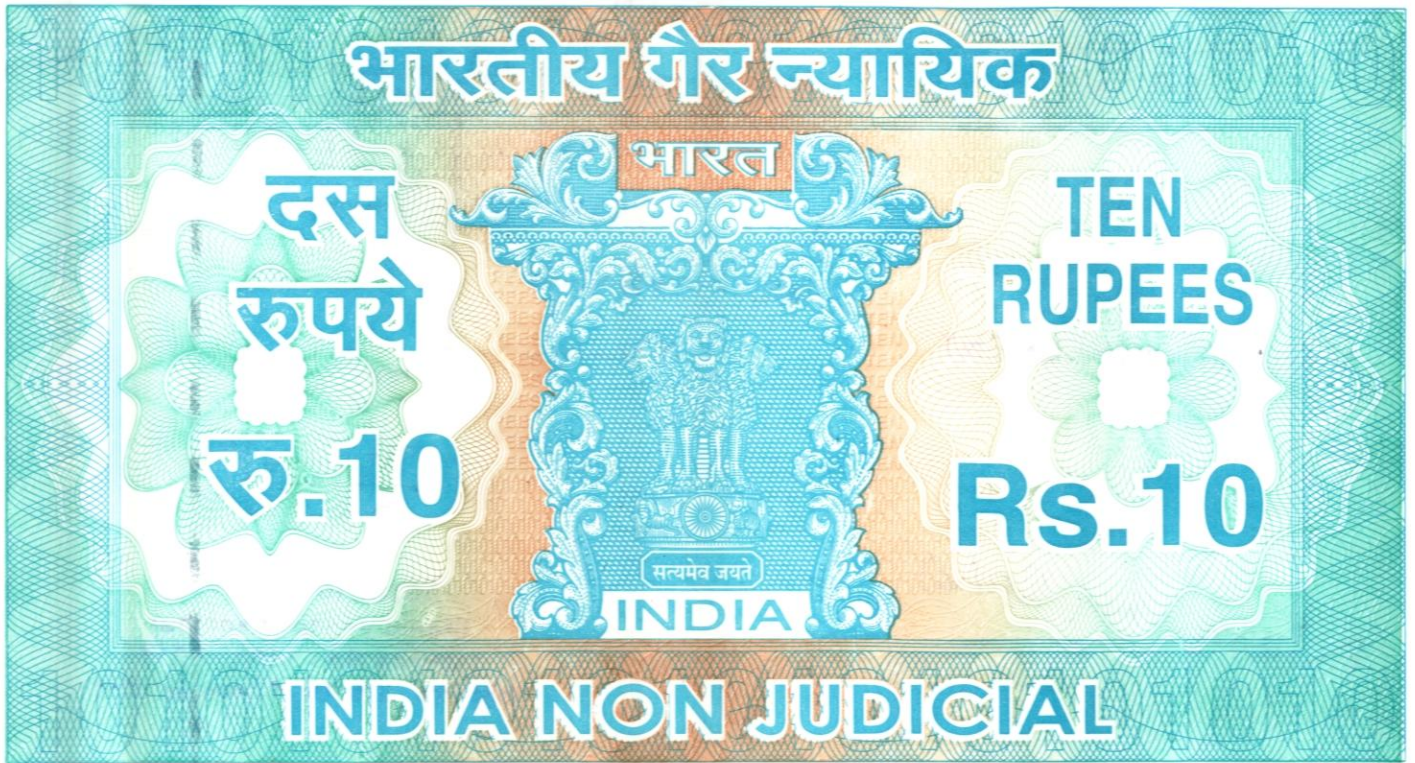
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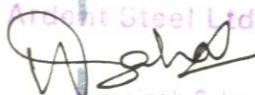



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- (c) The applicant shall not use the water supplied to him for any purpose other than that which is specified in the said schedule.
2. If the sum aforesaid or any part thereof, is not paid on or before the date specified in the agreement it shall become payable at once (unless the Government sanctions for special reason an extension of time) and the applicant and the sureties shall be liable jointly and severally to pay the same with compound interest at the rate of two percent per mensem from the date of default. All amount due to the Government under the terms of these present shall if not paid in time, be recoverable as a public demand under the Odisha Public Demands Recovery Act, 1962.
3. (i) The applicant shall be liable for criminal and civil action if by drawl of water, the rights of any third party are affected and shall indemnify the Government against all claims for damage preferred by person or persons affected by the permission granted.

For Ashit Steel Ltd.


Anil Singh Sahoo
Manager (Corporate Affairs)


Executive Engineer
Baitarani Division
SALAPADA

15/7/17

Susanta Ku Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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Nagaraj Singh Sahai

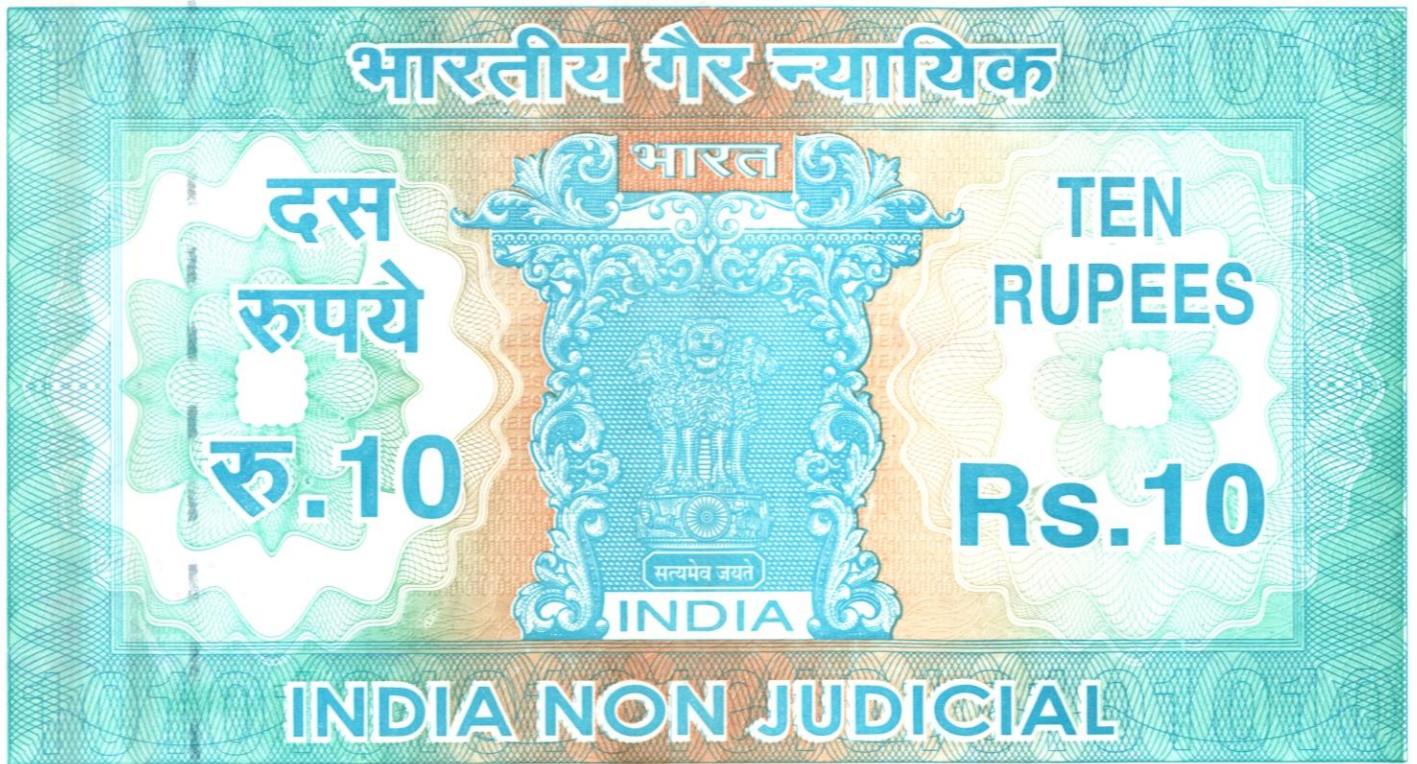
AFFIDAVIT/AGREEMENT

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DISTRICT TREASURY
KEONJHAR
At. New Colony
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At. P
Nagaraj Singh Sahai
At. New Colony
20-6-13

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- ii) The applicant shall not without prior permission in writing from the Government lay pipe line on Government or communal lands. If the pipe lines have to pass through Government lands permission of the Government for this shall be taken separately which may be granted subject to the protection of rights of government or Community, as the case may be.
- iii) The applicant shall not draw or lift water more than the quantity mentioned in the requisition or order and not exceeding the volume mentioned in the Schedule except with the prior approval of the Government. The Executive engineer shall assess the fees to be charged as per unit/quantity of water drawn or allocated which is higher. If drawl is more than the allocation, a penal rate at six times the rate specified in Schedule II and III shall be charged on the quantity of excess drawl, in addition to the normal bill on allocated quantity. The excess drawl is permissible for a maximum period of one year, within which the licensee shall have to apply for a higher allocation of water with reasons and where the licensee fails to so apply for such higher allocation or where the licensee is refused for such higher allocation, the agreement shall be liable to cancellation and the water supplied shall be stopped thereafter.

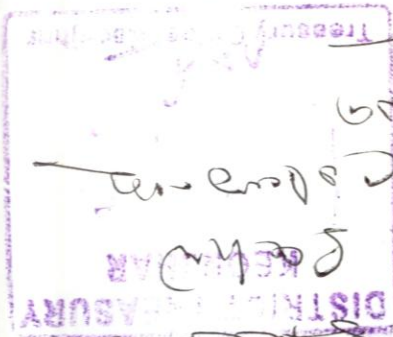
For Ardent Steel Ltd.

Narasingh Sahoo
Manager (Corporate Affairs)

Executive Engineer
Baitarani Division
SALAPADA
15/7/17

Susanta K. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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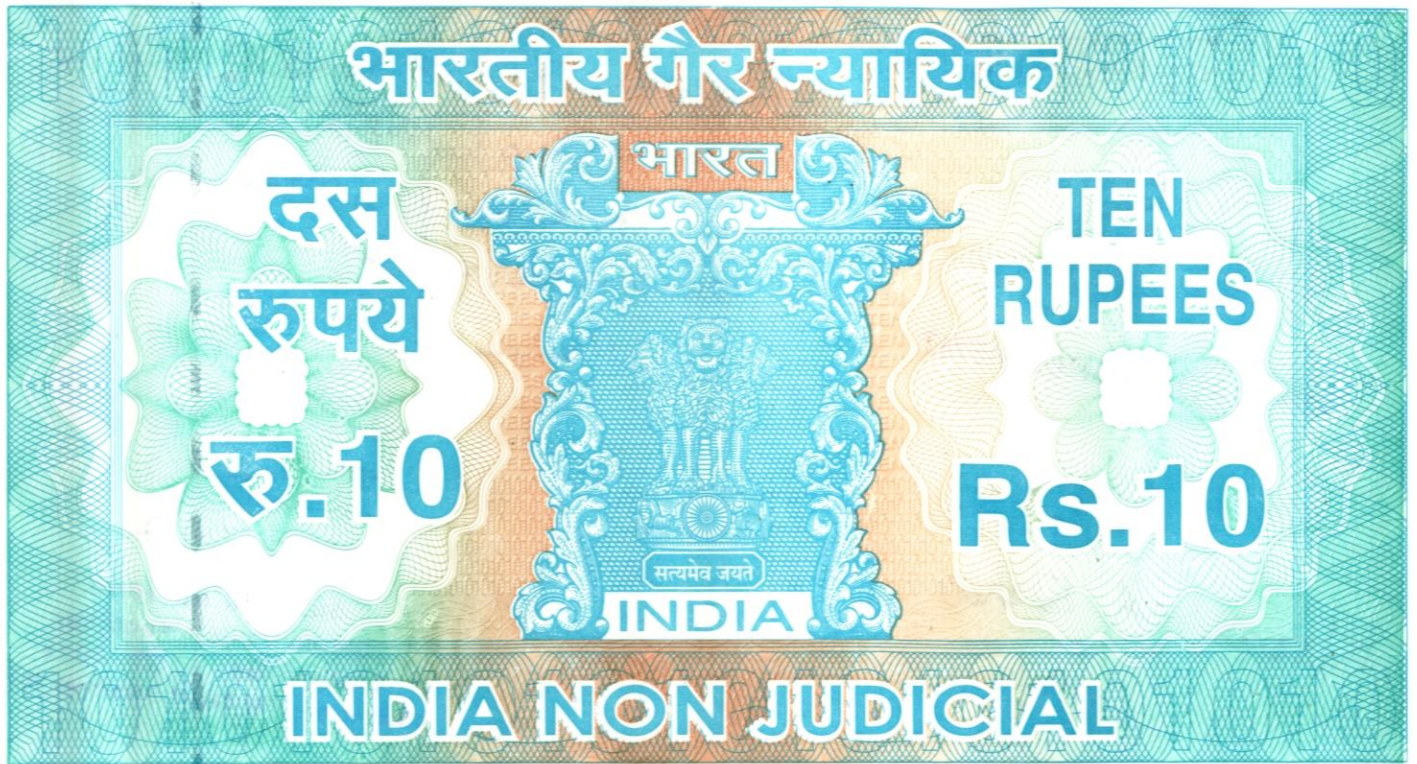


At - Old Colony
Nagaraj Singh, Jena
President
Gates Ltd. m

Nagaraj Singh Jena

AFFIDAVIT/AGREEMENT

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4. The applicant at his own cost shall install a flow Meter in a suitable measuring device for measurement of water drawn or lifted by him from the government water source/irrigation works as per the procedure laid down in rule 23-A(b). The Executive Engineer shall visit the location of drawl or lifting of water, verify the quantities of water drawn or lifted by the applicant and ensure such control as may be necessary for administering the drawl of lifting of water. Assessment of water rate shall be made as per the quantity of water drawn or allocated whichever is higher. In case of any defect or non-functioning of the flow meter, the licensee shall bring the fact to the notice of the concerned Executive Engineer forthwith and take appropriate steps to remove the defects in the meter or for replacement thereof within a period of two months and in such cases the fees shall be charged on the quantity of water allocated for the said period of three months or till the defect in the meter is replaced, as the case may be, whichever is earlier, and where the licensee fails to bring the defect or non-functioning of the meter to the notice of the Executive Engineer or fails to remove the defects in the meter or to replace the same, as the case may be, within the stipulated period, the agreement shall be liable to cancellation and thereafter the water supply shall be stopped.

For Ardent Steel Ltd.


Narasingh Sahoo
Manager (Corporate Affairs)


Executive Engineer

Baitarani Division

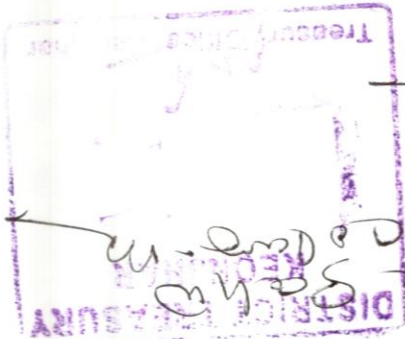
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Susanta Ku. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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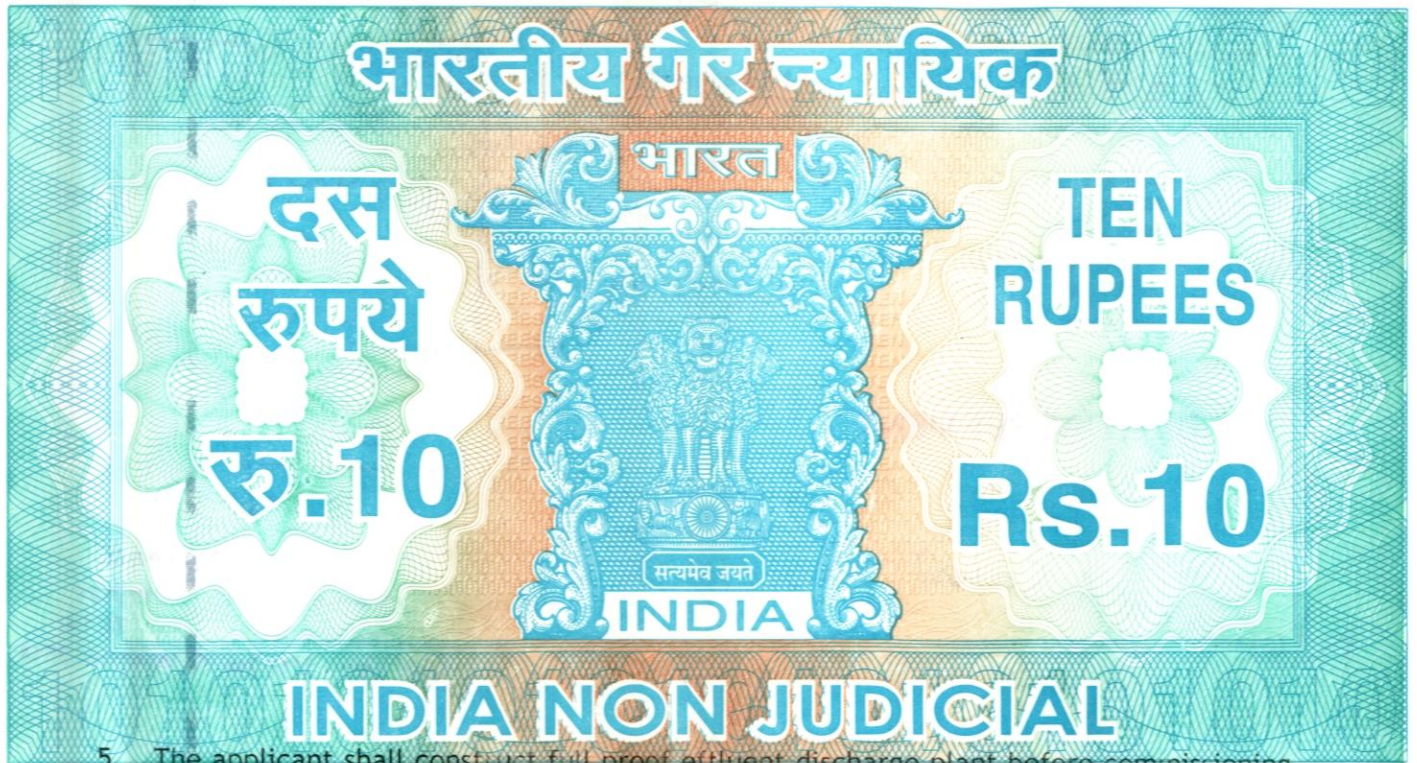
Keonjhar
District Treasury Office
Keonjhar

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Keonjhar

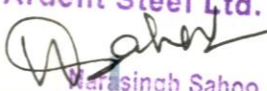
Narasimha Sahu

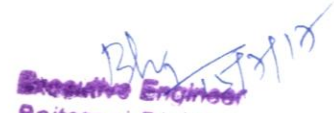
AFFIDAVIT/AGREEMENT

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5. The applicant shall construct full proof effluent discharge plant before commissioning of the project. For proper test of such effluent there shall be computerized testing system and the applicant shall give details of effluent discharged in the natural source (in river and nala).
6. For construction of head works and control mechanism, i.e. intake well, pump house and other related facilities, *M/s ARDENT STEEL LIMITED* will get the land leased in their favour through IDCO as is done in respect of any other government land required by the industry. IDCO will make available land on long term lease to *M/s ARDENT STEEL LIMITED*. The continuance of the lease agreement will be subject to the condition that the industry shall pay water charges as per prevailing water rate and all other dues of government and IDCO from time to time.
7. *M/s ARDENT STEEL LIMITED* paid advance water charges for one year in shape of Demand Draft bearing No.151823, 01.06.2013 for Rs.5,46,346.00 (Rupees Five lac forty six thousand three hundred forty six) only , Demand Draft bearing No.489047 dt.21.04.2014 for Rs.6,27,546.00 (Rupees six lakh twenty seven thousand five hundred forty six) only, & Demand Draft bearing No.005099 , dt.13.07.2017 for Rs.1,25,509.00 (Rupees one lakh twenty five thousand five hundred nine) only totaling to Rs.12,99,401.00 (Rupees Twelve lakh ninety nine thousand four hundred

For Ardent Steel Ltd.

Manas Singh Sahoo
Manager (Corporate Affairs)


Executive Engineer
Baibaran Division
SALAPADA
15/7/17

Susanta Ku. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

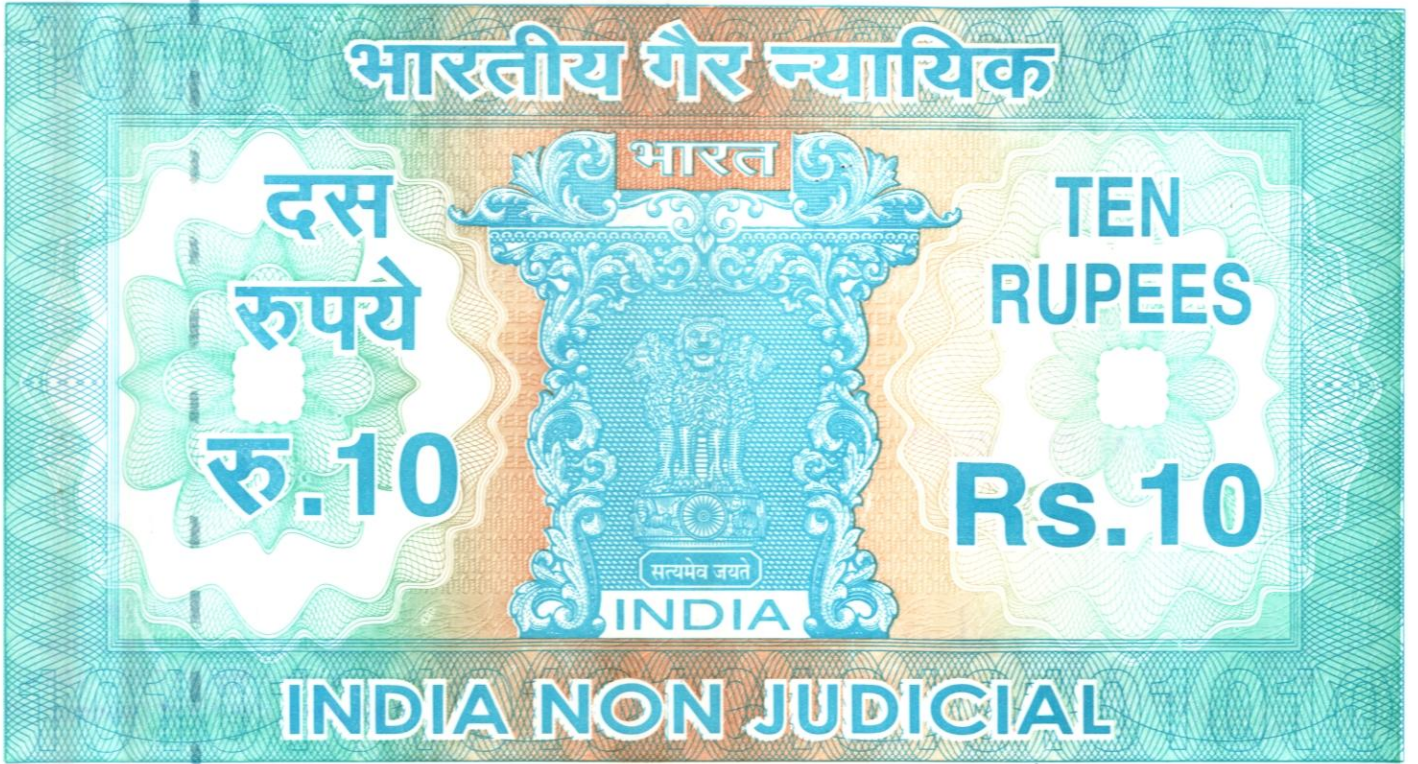
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Nagaraj Singh Saha

AFFIDAVIT/AGREEMENT

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Nagaraj Singh Saha
District Keonjhar
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one) only in favour of Executive Engineer , Baitarani Division, Salapada, payable at State Bank of India, Anandapur Branch, Anandapur in shape of FDR duly discharged by the Company as non-interest bearing security deposit to be adjusted against defaults. The one month water charges in advance also paid by the Company vide Demand Draft No.151824, dt. 01.06.2013 for Rs.97,824.00 (Rupees Ninety seven thousand eight hundred twenty four) only. & Demand Draft bearing No.005101, dt.13.07.2017 for Rs.10,459.00 (Rupees Ten thousand four hundred fifty nine) only totaling to Rs. 1,08,243.00 (Rupees One lakh eight thousand two hundred forty three) only in favour of Executive Engineer , Baitarani Division, Salapada, payable at State Bank of India, Anandapur Branch, Anandapur

8. In case of water supply for the *M/s ARDENT STEEL LIMITED* is to be met from a common source through a sharing mechanism, such common infrastructure for drawal of water will be constructed, maintained and operated either by IDCO or Special Purpose Vehicle (SPV) after taking due clearance from IDCO. Water will be supplied to *M/s ARDENT STEEL LIMITED* by IDCO/SVP and they would also be liable for payment of water rate to the Government and will in turn have arrangements as similar therein as clauses (6) & (7) of this agreement.

For Ardent Steel Ltd.


N. Singh Sahoo
Manager (Corporate Affairs)

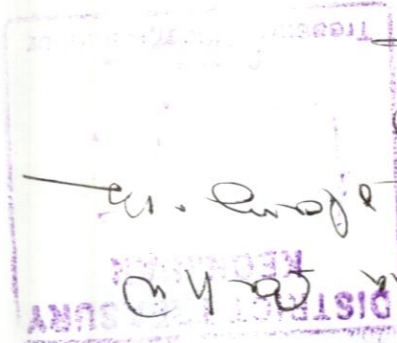

Executive Engineer
Baitarani Division
SALAPADA
15/7/17

Susanto Ku. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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Abhay
Narasimha Saha

AFFIDAVIT/AGREEMENT



Steel 14d-m
Keonjhar
At. New Dehara m.
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9. *M/s ARDENT STEEL LIMITED* would compensate the loss of power generation if any due

to draw of water from Ground water(source) through 3 nos. of Bore well.

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10. They will not disturb the normal flow of water so that riparian rights in the downstream will be affected and the company shall have no claim on the account.

11. The drawl mechanism for raw water and disposal system of effluent to be established by the industry without disturbing existing eco system and environmental set up.

12. The Rehabilitation and Resettlement Action Plan / Welfare Action Plan, if so required will be prepared in conformity with the current Orissa Rehabilitation and Resettlement Policy and executed by the Company as its own cost under the supervision of the Water Resource Department and the Collector of the district , *Keonjhar*.

13. *M/s ARDENT STEEL LIMITED* shall not claim as a matter of right to get the desired quantity of water during non-monsoon and lean period to meet their full industrial use and the company has to make adequate storage facility in their own land for supply of water to their plant during such period.

14. The safety design of all the structures lies fully on the Company.

For Ardent Steel Ltd.

Narsingh Sahoo
Manager (Corporate Affairs)

Executive Engineer
Baitarani Division
SALAPADA
15/7/17

Susanta K. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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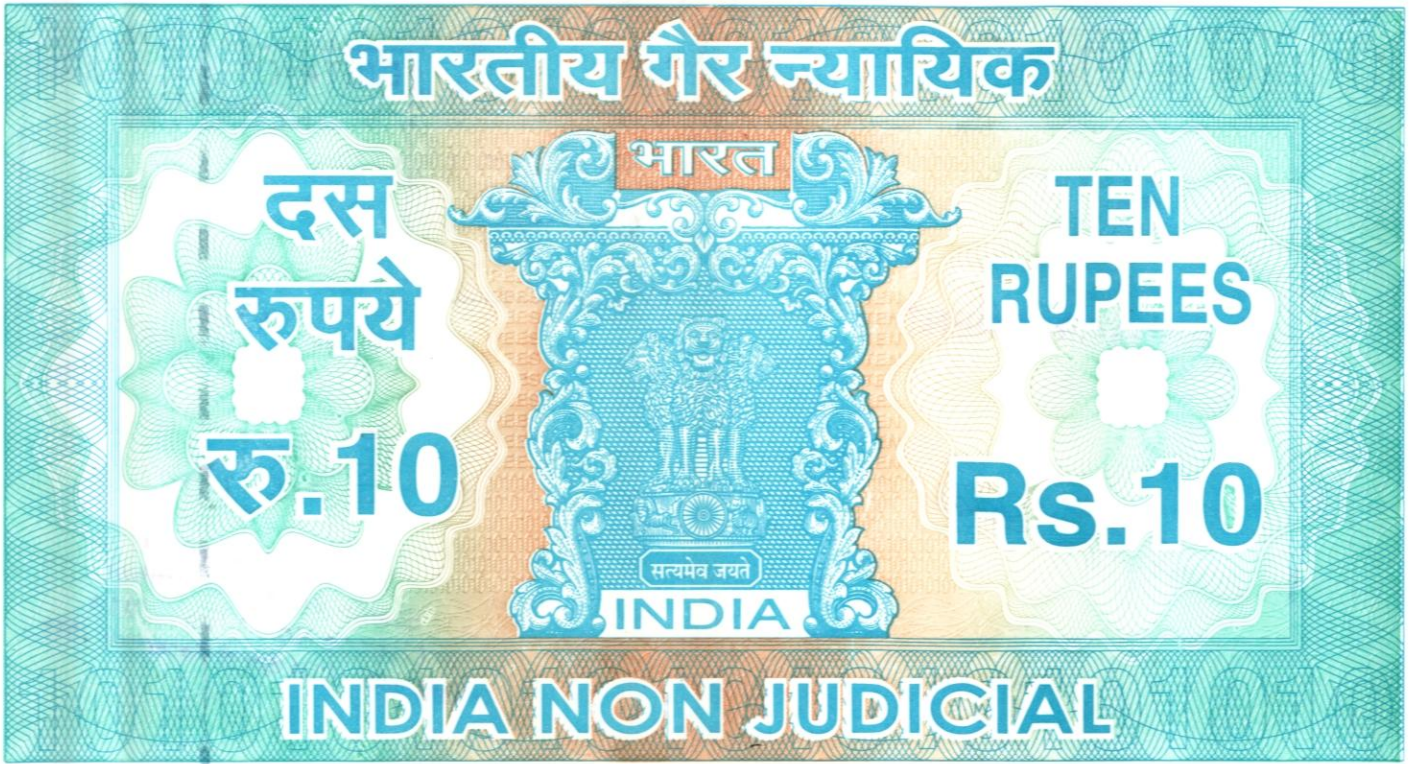
DIS OFFICE
KEONJHAR
Nagar Singh Sahu
At - Andhra Colony
Keonjhar

At - Andhra Colony
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Nagar Singh Sahu

AFFIDAVIT/AGREEMENT

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15. In case of any dispute arising out of this agreement, the same shall be referred to Government and the decision of the Government in Water Resources Department shall be final.

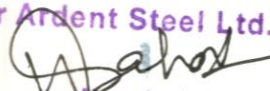
16. Any surplus power from the Captive Power Plant shall be sold by *M/s ARDENT STEEL LIMITED* to GRIDCO or any other entity to be notified by the State Government under mutually acceptable terms and conditions.


17. The allocation of water will automatically lapse, if the company does not use the water for the purpose applied for within six months of allotment.

18. This agreement shall be valid for a period of twelve months subject to renewal of the same by the Executive Engineer. For renewal of the agreement, the concerned drawee has to apply minimum three months before the expiry of the agreement.

19. If the Industry is found to be drawing water unauthorisedly before signing the agreement/ installation of flow-meter, the concerned Executive engineer, will charge penal rate at six times the normal rate as provided in Schedule II and III .

20. Government shall be at liberty to review the water allocation unilaterally, in case of exigencies.

For Ardent Steel Ltd.

Harasingh Sahoo
Manager (Corporate Affairs)


Executive Engineer
Baibarani Division
SALAPADA
15/7/17 15/7/17

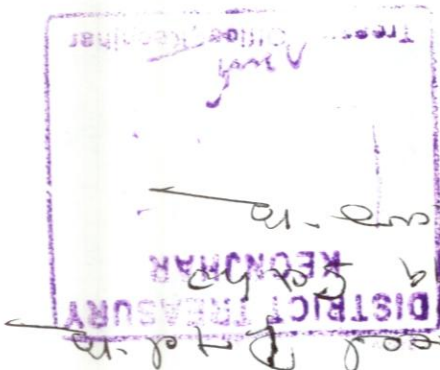
Susanta Ku. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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AFFIDAVIT/AGREEMENT

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21., The Executive Engineer or his authorized representatives reserves the right to inspect all installations of drawl and disposal mechanism during and after construction including intake structure, flow meter and treatment plant.

22. *M/s ARDENT STEEL LIMITED* will have to show clearly in water management plan as to what storage facility, the company will create for the lean season and to what extent and how the water is going to be recycled which shall be a part of the project report of the unit.

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23. *M/s ARDENT STEEL LIMITED* may engage at their own cost consultants(s) experienced in the field to take up field investigations, prepare design and drawing to set up the Water supply scheme for drawing water from Government water source/Irrigation works for their proposed plant. The actual work will start after approval of the scheme by the competent authority of Water Resource Department who can inspect the work during the construction.

24. The exact place for lifting will be decided in consultation with the authority of Water Resources Department.

25. Department of Water Resources shall not be held responsible for non-availability of water due to dry season, disruption, repair and maintenance of canal/reservoir.

26. The agreement to be executed by the industry/commercial establishment with local authority/Executive Engineer must be approved by the Department of Water Resource before drawl of water.

For Ardent Steel Ltd.

Prakash Singh Sahoo
Manager (Corporate Affairs)


Executive Engineer
Baibaran Division
SALAPADA
15/7/17 15/7/17

Susanta K. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

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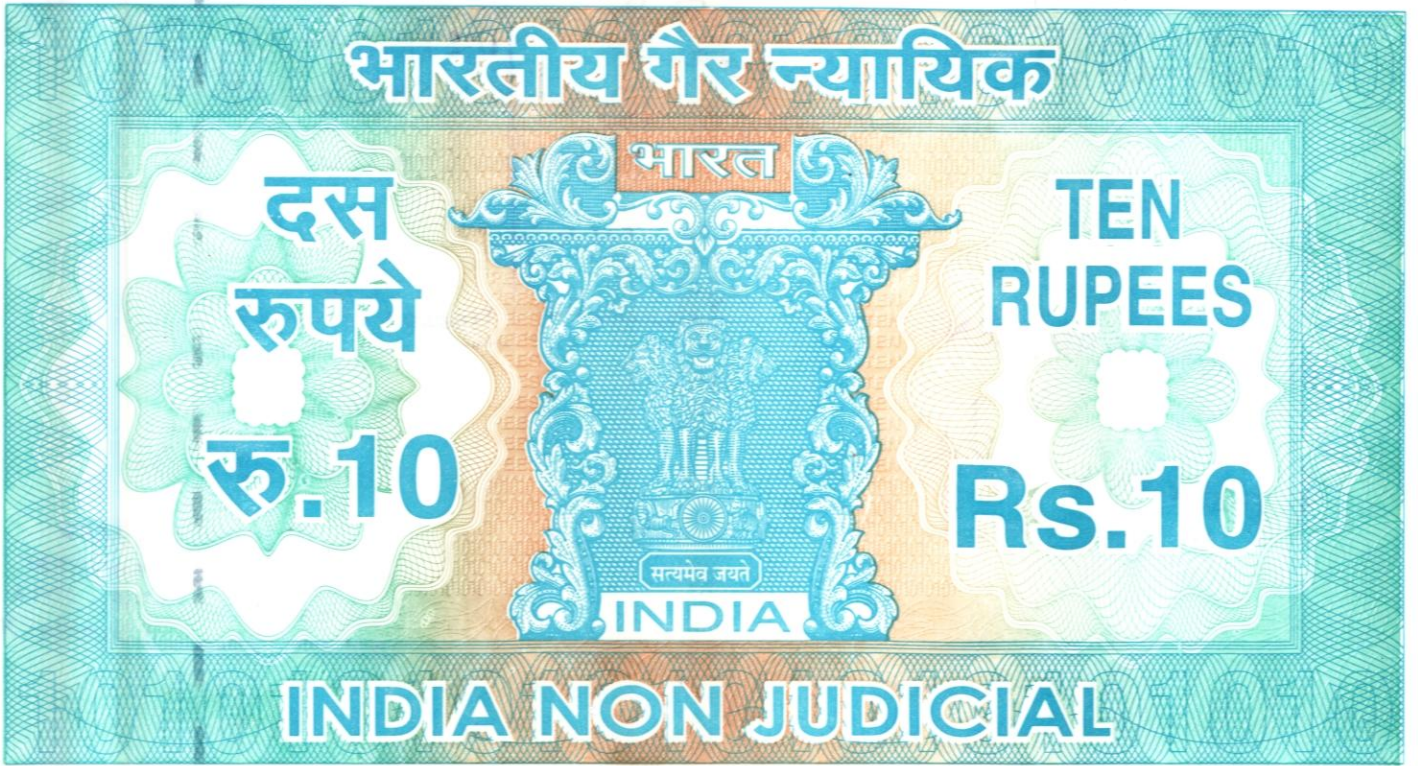
Manoj Kumar Singh

AFFIDAVIT/AGREEMENT

DISTRICT TREASURY
KEONJHAR
Treasurer
Keonjhar

At. Ward
Agent
30-6-13

30-6-13
30-8996



In Witness whereof the Parties hereto have put their hands and seals the day and year first above-written. 30AA 787240

Signature of applicants

For Ardent Steel Ltd.

Narasingh Sahoo
Manager (Corporate Affairs)

Name : Narasingh Sahoo

Designation : Manager (Corporate Affairs)

Signature of Sureties

1. Ardent Steel Limited
DILLIP KOMAR PARLY
Factory Manager

2. Rabrodna Kumar Biss.
Officer,
Ardent Steel Ltd.

Executive Engineer
Baitarani Division
SALAPADA

SIGNATURE OF THE EXECUTIVE ENGINEER

Acting in the premises for and on behalf

of the " Governor of Odisha " .

Susanta K. Jena
Stamp Vendor, Keonjhar
Licence No - 1705 - 2014
Valid upto - 31st day of December 2018

8-2
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Dist. Keonjhar
Treasurer
30-13
30-13

Narasingh Saha

AFFIDAVIT/AGREEMENT

30-13
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