

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF ORISSA AND M/S MAL INDUSTRIES
LIMITED FOR ESTABLISHMENT OF A STEEL PLANT AT
KALINGA NAGAR INDUSTRIAL COMPLEX, DUBURI IN JAJPUR
DISTRICT OF ORISSA**

This Memorandum of Understanding is made this 27th day of November 2004 between Government of Orissa on the one part and M/s MAL Industries Ltd. on the other part.

1. M/s MAL Industries Ltd. (MALIL) having its Registered Office at 3F, East India House, 20 British Indian Street, Kolkata-700 069 (hereinafter referred to as MALIL which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors, administrators, representatives and permitted assignees) is proposing to set up 0.27 million tonnes of steel plant and 25MW of captive power plant at Kalinga Nagar Industrial Complex, Duburi, Jajpur district in the State of Orissa with an estimated investment of about Rs.335.25 crore.

2. The Government of Orissa, desirous of utilising its natural resources and rapidly industrialising the State, so as to bring prosperity and well being to its people, have been making determined efforts to establish new industries in different locations in the State. In this context, the Government of Orissa have been seeking to identify suitable promoters to establish new integrated steel plants in view of the rich iron ore and coal deposits in the State.

3. (a) MALIL is desirous of setting up the following manufacturing facilities in the State of Orissa with proposed investment of about Rs.335.25 crore.

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Sl. No	Project	Capacity in MTPA	Project cost (Rs. in crore)	Time schedule for commissioning manufacturing facilities from dt. of MoU.
1.	Coal based Sponge Iron	*0.22	60.00	Within three years
2.	Mini Blast Furnace	0.15	50.00	
3.	Mild Steel	0.27	55.00	
4.	Coke-oven plant	0.10	10.00	
5.	Captive Power Plant	0.25 MW	85.00	
6.	Others		75.25	
		Total	335.25	

* based on the feasibility report submitted by the company.

- (b) Within three months of signing this MoU, MALIL shall prepare in consultation with representatives of IPICOL/IDCO detail milestones in the form of annual break up of the physical & financial targets to be achieved for the project and furnish the same to the State Government for monitoring.
4. This Memorandum of Understanding (MoU) reaffirms the commitment of MALIL to establish an integrated steel plant and assistance of the Government of Orissa for providing land, iron ore mines, recommending for coal blocks and other facilities.

The major areas of co-operation between the Government of Orissa and MALIL are listed below:

(A) Land:

- (a) MALIL will require approximately 200 acres of land at Kalinga Nagar Industrial Complex, Duburi in the district of Jajpur for the purpose of setting up the steel plant & associated facilities.

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- (b) For rehabilitation of displaced families, Rehabilitation and Resettlement Package would be implemented as per prevailing guidelines and practices.
- (c) The Government of Orissa agrees to hand over the land free from all encumbrances to MALIL through Orissa Industrial Infrastructure Development Corporation (IDCO) for construction of the plant and allied facilities.
- (d) MALIL agrees to pay IDCO/Revenue authorities the cost of the land etc.

(B) Raw Materials:

Coal: The State Government agrees to recommend to the Government of India for allotment of suitable coal blocks for captive coal mining for the project either directly or through a PSU. Further, the State Government will assist MALIL to get the allocation of coal linkage of suitable grade in the desired quantity to meet their requirement until it is ready for mining of its coal block.

Iron Ore: The State Government agrees to assist MALIL in making a firm arrangement with Orissa Mining Corporation (OMC) along with other private Iron ore lessees in the State to meet a substantial portion of the requirement of iron ore of suitable grade for initial period of steel making under mutually agreeable terms & conditions. Possibility shall also be explored to evolve long term arrangement with OMC under mutually acceptable terms & condition for development of new iron ore areas. Keeping in view substantial value addition within the State, the State Government also agrees to assign appropriate priority in the matter of recommending their application for iron ore mines under the MMDR Act and the MC Rules for mineral

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concession to meet their requirement subject to adequate progress in implementation of project as envisaged in Para-3 of this MOU and a portion of the requirement to be met through the OMC or any other existing lessees.

MALIL understands that by the time the complete plant and machinery for the steel plant for as in Para-3 is set up and ready for production, but availability of iron ore area for the project is not tied up by then, the State Government would consider assigning priority to this project over other projects who come on stream (become ready for production of steel) later in the matter for allocation of iron ore area to meet their raw-material needs to the extent of about 25 years' of requirement of the plant.

MALIL also understands that the State Government is in the process of formulating a set of guidelines indicating the criteria to be adopted in the matter of recommending available iron ore areas for steel projects and on assignment of inter-se priority among various steel projects in the State.

Any special consideration for assistance in the matter of sourcing raw-material as above will be subject to the position that suitable iron ore areas are available for grant and that M/s MALIL do not have an existing mining area or controlling interest or long term arrangement for supply of Iron ore in any company/concern having mining area for the relevant mineral in the State. In case they do have such area/interest, their requirement shall be reassessed by the State Govt. after taking into consideration the quantity of mineral that can be met from these sources.

(C) Water:

The requirement of water (make up) for the plant will be around 6440 cum/day which will be sourced from IDCO.



(D) Power:

Total requirement of power will be 25 MW. The capacity of the captive Power Plant will be 25 MW and the back up supply of 10 MW power will be met from NESCO, the distribution Agency.

(E) Environment:

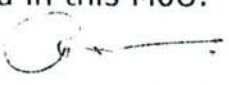

- (i) The Government of Orissa agrees to assist MALIL in obtaining NOC through the State Pollution Control Board for the construction of the plant, the housing colony, mines, pipeline, power project etc.
- (ii) Government of Orissa agrees to assist MALIL in obtaining all clearances from the Central Government.
- (iii) MALIL will arrange to conduct rapid Environment Impact Assessment (EIA) and detailed EIA study and prepare Environment Management Plan (EMP) for the project. The Government of Orissa agrees to assist MALIL in this regard during the time when EIA is being conducted and EMP is being prepared.

(F) Incentives and concessions:

MALIL understands that the State Government would consider such incentives & concessions as are provided in the relevant Industrial Policy Resolution (IPR) of the State Government.



(G) General Clauses:

- (a) The Govt. of Orissa appreciates that MALIL is a responsible corporate house with a high involvement in employees' welfare and social development. The Government of Orissa therefore anticipates that MALIL will bring this philosophy to the steel plant project being set up at Kalinga Nagar Industrial Complex, Duburi in the district of Jajpur to ensure the well being of this district in particular and the people of Orissa in general. In terms of employment, preference will be given to the local persons subject to need and their possessing the necessary qualifications. MALIL will make every effort to improve their skill levels, if necessary, through specialized training.
- (b) The Government of Orissa appreciates that MALIL will be entitled to induct suitable foreign and/or Indian Joint Venture partners, choose appropriate financial options, suppliers, credit options and technologies in the best interest of the project.
- (c) MALIL shall effect sale of all its products (including inter-State sales) in the State of Orissa and shall not effect any branch transfer of its products to outside the State. These stipulations are not however applicable to export of finished products outside the country.
- (d) The MoU shall remain valid for a period of two years from the date of signing. Further extension, if necessary, shall be made as per mutual agreement. However, no such extension shall be considered unless MALIL has made substantial progress on implementation of the project in terms of construction, erection of plant and machinery and investment at site to the satisfaction of the State Government in these two years in implementing the project as envisaged in this MoU.
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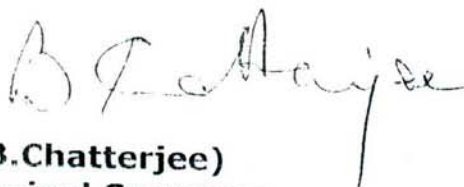
- (e) MALIL understand that the offers and special considerations of the State Government indicated in this MoU are for the Steel project envisaged in para-3 where the final product is Steel/ steel products and not for any intermediary product unless the same is for captive use in the Steel product.
- (f) MALIL shall be required to produce document towards financial closure for the project within one year of signing of MoU.
- (g) In the event of non-implementation of the project or part thereof the corresponding support/commitment of the State Government indicated in the MoU with regard to Iron Ore Mines/Coal Block, incentives and concessions of the State Government in particular should be deemed to be withdrawn.
- (h) It shall be obligatory on the promoter to furnish all information required by the State Government relevant to planning, formulation, lay out, financing and implementation of the project as well as the financial and management status and performance of the promoter as and when so required by the State Government as expeditiously as possible.

For witness whereof the parties hereto have set their hands to this MoU on this 27th day of November 2004.

SIGNED AND DECLARED BY:

For Government of Orissa

For MAL Industries Ltd.



(B. Chatterjee)
Principal Secretary,
Department of Steel & Mines



(B.K. Agarwalla)
Chairman