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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF ORISSA AND M/S SREE METALIKS LIMITED
FOR ESTABLISHMENT OF A STEEL PLANT AT LOIDAPADA NEAR
BARBIL IN THE KEONJHAR DISTRICT, ORISSA.**

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

1. M/s Sree Metaliks Limited (SML) having its Registered Office at Power House Road, Rourkela-769 001 hereinafter referred to as SML 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 0.25 MTPA of steel plant and 8 MW Power Plant in the State of Orissa at Loidapada near Barbil in the district of Keonjhar with an estimated investment of about Rs.190.44 crore.
2. The Government of Orissa, desirous of utilizing its natural resources and rapidly industrializing 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) SML is desirous of setting up the following manufacturing facilities in the State of Orissa with proposed investment of Rs.190.44 crore.

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Project	Capacity in MTPA	Project Cost (Rs. in crore.)	Time Schedule for commissioning manufacturing facilities.
Coal based Sponge Iron	*0.30	60.00 (based on the feasibility report submitted by the Company)	Within three years
MBF	0.09		
Steel Billets	0.25		
Captive Power Plant	8 MW		
Total		190.44	

(*The company is having an existing sponge iron production capacity of 144000 tpa)

(b) Within three months of signing this MoU, SML shall prepare in consultation with representatives of IPICOL/IDCO detail milestones in the form of annual break up of the physical and financial targets to be achieved and furnish the same to the State Government for monitoring.

4. This Memorandum of Understanding (MoU) reaffirms the commitment of SML 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 SML are listed below:

(A) Land:

- (a) The company has got 94 acres of land in the existing site and reported that they are identifying suitable land adjacent to the company for the expansion project

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- (b) For rehabilitation of displaced families, Rehabilitation and Re-settlement Package would be implemented as per the prevailing guidelines and practices.
- (c) The Government of Orissa agrees to hand over the land free from all encumbrances to SML through Orissa Industrial Infrastructure Development Corporation (IDCO) for construction of the plant and allied facilities.
- (d) SML 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 SML to get the allocation of coal linkage of suitable grade in the desired quantity to meet their requirement until they are ready for mining of their coal block.

Iron Ore: The State Government agrees to assist SML 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 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.

SML understands that by the time the complete plant and machinery for the steel plant 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 should 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.

SML 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 SML do not have an existing mining area or controlling interest 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.

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(C) Water:

The State Government will permit withdrawal of water from river Sona for construction/operation of the aforesaid project and housing colony as per the prevailing rates under appropriate terms and approval of the Water Allocation Committee. The approx. requirement of water is 6000 Cum/hr.

The State Government will also permit implementation of the water supply scheme to be prepared by SML and Water Resources Department.

M/s SML agrees to make necessary arrangements like reservoir etc. to ensure availability of water during the summer.

(D) Power:

The total requirement of power will be (approx.) 48 MW. The company will be generating 8 MW and the balance will be sourced from NESCO.

SML will approach GRIDCO for suitable PPA for sale of excess power, if required for wheeling of power/sale to any new or existing establishment in Orissa.

(E) Environment:

(i) The Government of Orissa agrees to assist SML 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 SML in obtaining all clearances from the Central Government.

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- (iii) SML will arrange to conduct rapid Environment Impact Assessment (EIA) and detailed EIA study and prepare Environment Management Plan (EMP) for the project. The Govt. of Orissa agrees to assist SML in this regard during the time when EIA is being conducted and EMP is being prepared.

(F) Incentives and concessions:

SML 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 SML is a responsible corporate house with a high involvement in employees' welfare and social development. The Government of Orissa therefore anticipates that SML will bring this philosophy to the steel plant project being set up in the district of Keonjhar 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. SML will make every effort to improve their skill levels, if necessary, through specialized training.
- (b) The Government of Orissa appreciate that SML 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.

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- (c) SML 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 out side 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 SML 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 2 years in implementing the project as envisaged in this MoU.
- (e) SML 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) SML shall be required to produce document towards financial closure 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 shall be deemed to be withdrawn.

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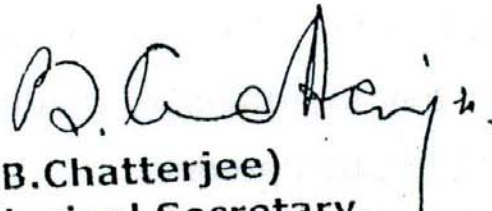
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(h) It shall be obligatory on the promoter to furnish all information required by the State Government relevant to planning, formulation, lay out, financing and implementation of the project as well as the financial and management status and performance 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


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

For Sree Metaliks Ltd.


(Ashok Ku. Agarwal)
Chairman