

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF ORISSA AND M/S SMC POWER GENERATION LTD (SMCPGL) FOR ESTABLISHMENT OF A STEEL PLANT AT HIRMA IN THE DISTRICT OF JHARSUGUDA, ORISSA.

This Memorandum of Understanding is made this 26th day of December, 2003 between Government of Orissa on the one part and M/s. SMC Power Generation Ltd. on the other part.

1. M/s. SMC Power Generation Ltd. (SMCPGL) having its Registered Office at E-13/29 Harsha Bhawan, 2nd floor, Middle Circle, Cannught Place, New Delhi- 100001 (hereinafter referred to as SMCPGL 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 a steel plant of 0.4 MTPA and a captive power plant of 83 MW in the State of Orissa at Hirma in Jharsuguda district with an estimated investment of about Rs.455 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) SMCPGL is desirous of setting up the following manufacturing facilities in the State of Orissa with proposed investment of Rs.141 crore in the Phase-I and Rs.314 crore in Phase-II .

Sl. No.	Project	Capacity in Million Tonne per annum	Project cost (Rs. in Crore)	Time Schedule for commissioning of manufacturing facilities from date of MOU.
Phase-I	Coal based DRI Plant	0.25	47.70	Within three years.
	Steel plant through DRI-EAF/IF	0.25		
	Captive Power Plant through Waste Heat	18 MW		
	Total		141.00	

Sl. No.	Project	Capacity in Million Tonne per annum	Project cost (Rs. in Crore)	Time Schedule for commissioning of manufacturing facilities from date of MOU
Phase-II	DRI Plant	0.15	24.55	Within six years.
	Steel Plant through EAF/IF	0.15		
	Steel Rolled Products	0.25		
	Power Plant	65 MW		
	Total		314.00	

- (b) Within three months of signing this MOU, SMCPGL 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 in the first phase and furnish the same to the State Government for monitoring. Similar milestones for the second phase should be made ready soon after installation of the first phase expected within three years as in Para-3 (a).
4. This Memorandum of Understanding (MOU) reaffirms the commitment of SMCPGL 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.
5. The major areas of co-operation between the Government of Orissa and SMCPGL are listed below:
- (A) Land:
- a. SMCPGL will require approximately 280 acres of land for the purpose of setting up the steel plant and associated facilities.

Name of the Village/District.	Area required in acres
Hirma, Jharsuguda	280 acres

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

d. SMCPGL agrees to pay IDCO/Revenue authorities the cost of the land etc.

(B) Raw Materials:

Coal : The State Government agree 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 SMCPGL to get the allocation of coal linkage of suitable grade in the desired quantity to meet its requirement until it is ready for mining of its coal block.

Iron Ore: The State Government agree to assist SMCPGL 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 and conditions. Possibility shall also be explored to evolve long term arrangement with OMC under mutually acceptable terms and conditions for development of new iron ore areas. Keeping in view substantial value addition within the State, the State Government also agree to assign appropriate priority in the matter of recommending its application for iron ore mines under the MMDR Act and the MC Rules for mineral concession to meet its 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.

SMCPGL understands that by the time the complete plant and machinery for the steel plant for phase-I 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 in the Phase-I.

SMCPGL also understands that the State Govt. 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 SMCPGL 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 Government after taking into consideration the quantity of mineral that can be met from these sources.

M.C.

(C) **Water:**

The State Government will permit withdrawal of water from a suitable source 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 approximate requirement of water is as follows:

Phase-I & II - 18,000 Cum/day

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

(D) **Power:**

SMCPGL plans to set up Captive Power Plant(s) to meet the requirement of energy intensive steel making process and to utilize the residual heat of waste gases and coal rejects. Capacity of captive power plant would be as follows:

Phase -I	18 MW
Phase - II	65 MW(Additional)

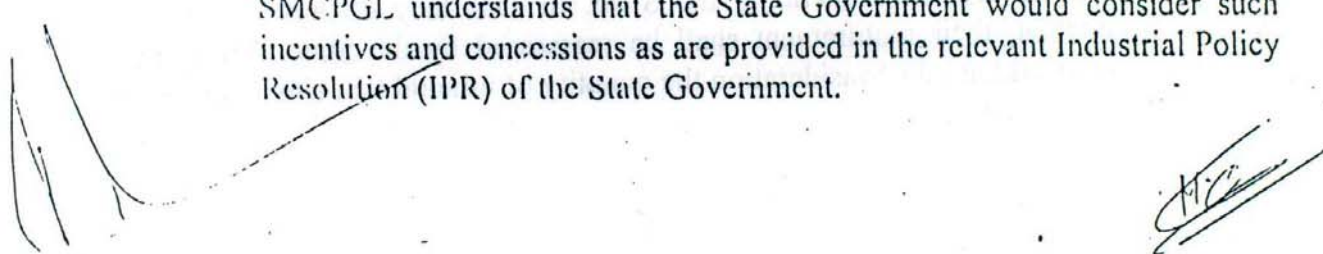
SMCPGL will approach GRIDCO for suitable PPA for sale of excess power, if required for wheeling of power/sale to any new or existing establishment in Orissa.

(E) **Environment:**

- i. The Government of Orissa agree to assist SMCPGL 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 agree to assist SMCPGL in obtaining all clearances from the Central Government.
- iii. SMCPGL 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 SMCPGL in this regard during the time when EIA is being conducted and EMP is being prepared.

(F) **Incentives and concessions:**

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



(G) General Clauses:

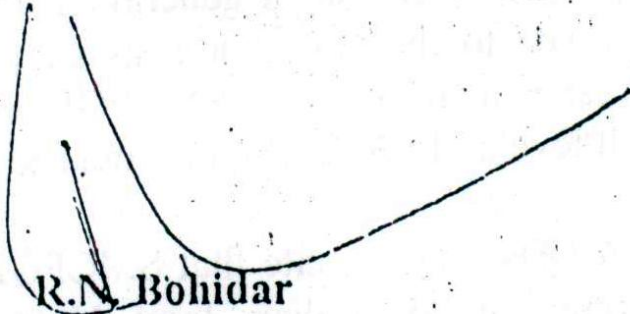
- (a) The Government of Orissa appreciate that SMCPGL is a responsible corporate house with a high involvement in employees' welfare and social development. The Government of Orissa, therefore, anticipate that SMCPGL will bring this philosophy to the steel plant project being set up in the district of Jharusuguda 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. SMCPGL will make every effort to improve their skill levels, if necessary, through specialized training.
- (b) The Government of Orissa appreciate that SMCPGL 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) 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 SMCPGL 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 first phase as envisaged in this MOU.
- (d) SMCPGL understands 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.
- (e) SMCPGL shall be required to produce document towards financial closure for phase-I within one year of signing of MOU. Such financial closure for the second phase should be produced at least three years before the stipulated date of commissioning of the second phase of the project.
- (f) 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.
- (g) 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 MC
on this 26th day of December, 2003.

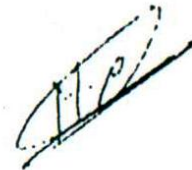
SIGNED AND DECLARED BY:

For Government of Orissa

For SMC Power Generation Ltd.



R.N. Bohidar
Principal Secretary,
Department of Steel & Mines



M.C. Agarwal
Director