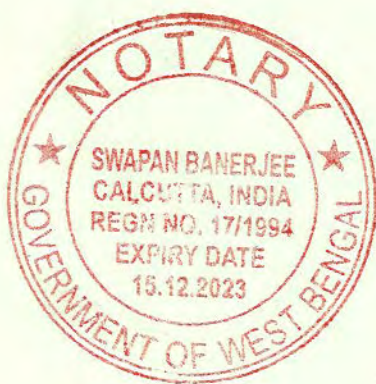


27
S.L. NO.

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 104/2021/EZ



IN THE MATTER OF:

TRIBUNAL ON ITS OWN MOTION

RE: EFFLUENT DISCHARGE BY THE
RAGHUNATHPUR THERMAL POWER
PLANT (T-WBHRC)

... APPLICANT(S)

-VERSUS-

DISTRICT MAGISTRATE &
COLLECTOR, PURULIA & ORS.

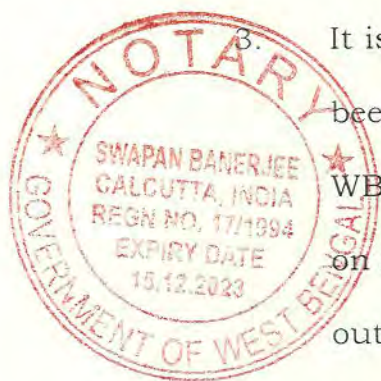
... RESPONDENT(S)

AFFIDAVIT ON BEHALF OF RESPONDENT NOS. 5 AND 6

I, Ashis Kumar Banerjee, son of Sanat Kumar Banerjee, aged about 59 years, by faith Hindu, by occupation service, working for gain at DVC Towers, VIP Road, Kolkata - 700 054, do hereby solemnly affirm and say as follows:-

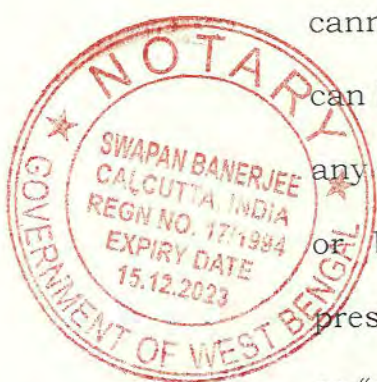
1. I am the Assistant Manager (Law) of the Respondent No. 5 herein. I am well acquainted with the facts and circumstances of the instant case and have been duly authorized and am competent to make and affirm this affidavit for and on behalf of the Respondent Nos. 5 and 6.
2. I am filing this affidavit pursuant to the direction passed by this Hon'ble Tribunal. At the outset, I say that the water which was being

discharged is neither an effluent nor any industrial waste and as such no agricultural land has been damaged. The inspection report filed by the Joint Committee, constituted by the Hon'ble National Green Tribunal, EZ vide order dated 12 November 2021, clearly states that as per report submitted by the Agriculture Department of Govt. of West Bengal, the value obtained for the parameters are not critical for germination. The order dated 12 November 2021 directed the Joint Committee to assess the extent of damage to agriculture land especially with reference to soil fertility. It is pertinent to mention that from the inspection report filed by the Joint Committee, it would be evident that there has been no damage to agriculture land and as such there cannot be any environmental compensation payable by DVC.

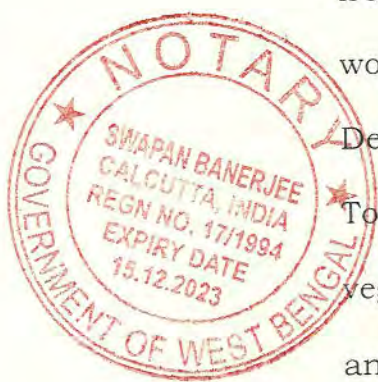


3. It is stated that the water discharge outside of plant boundary has been totally stopped w.e.f. 30 June 2022. The affidavit filed by WBPCB on 2 August 2022 records that during the inspection held on 5 July 2022, it was observed that no surface water is discharged outside the factory premises. In this regard, few photographs are annexed hereto and marked with the letter "A". The answering respondent has constructed settling pond inside the plant and the surface water has been routed to such pond through drains.
4. Furthermore, the Hon'ble Tribunal vide order dated 12 November 2021 directed the Joint Committee to assess the water quality flowing out from the Power Plant. The Joint Committee has exceeded its jurisdiction by filing test report of water sample purportedly taken at two other locations i.e. Bhaldubi and Lachyara.

5. It is further stated that from the inspection report filed by the Joint Committee it appears that out of all the parameters only two parameters are allegedly beyond permissible limit. The two parameters are pH and Total Coliform and rest are within permissible limit.
6. So far as pH is concerned the value given by the Committee in respect of the sample taken from the plant final discharge is 8.56. To counter such report, DVC has filed a report, before this Hon'ble Tribunal, issued by a NABL accredited agency which shows that pH value is 7.53 which is well within the permissible limit. Assuming but not admitting that the value given by the Joint Committee is correct, then also it is within 9 which is the permissible limit as per CPCB (inland surface water standard). The inspection report filed by the Joint Committee says that permissible limit is 8.5 but does not mention the standard. Assuming but not admitting that the permissible limit is 8.5, then there is a difference of 0.06 which cannot be held as a major difference and therefore no compensation can be levied against DVC on account of pH. It is not the case of any of the parties that this water was being used as drinking water or bathing water. In fact, the drinking water specifications prescribed by WHO as available in the website of CPCB mentions pH as "no health-based guideline value is proposed". A copy of the said specification downloaded from the official website of CPCB is annexed hereto and marked "B".
7. With regard to Total Coliform (TC) it is stated that the Joint Committee in its report has just said that "TC has exceeded



permissible limit with respect to river water standard which might have happened due to discharge of domestic effluent". It is pertinent to mention that the report does not indicate the permissible limit for TC as per the river water standard. It also does not indicate the reason for taking the purported river water standard as the guiding factor. The subject matter of the complaint in the instant O.A No. 104/2021 is that the agriculture land is being affected due to the discharge of water from RTPS. Therefore, there can be no reason to adopt river water standard. I say that Total coliforms are the bacteria that are found in the soil itself, in water that has been influenced by surface water, and in human or animal waste. These bacteria do not and cannot affect any agriculture land or soil. It is reiterated that it is not the case of any of the parties that this water was being used as drinking water or bathing water. I say that from the water quality data obtained from the website of CPCB, it appears that Type C water can have TC upto 5000. A copy of the said data downloaded from the website of CPCB is annexed hereto and marked "C". It would also appear from an article published by Washington State Department of Health regarding drinking water which says that Total coliform bacteria are common in the environment (soil or vegetation) and are generally harmless. A copy of the said Article is annexed hereto and marked "D".



8. It is stated that installation of FGD is in progress. Further De-NOX system is scheduled to be installed after October 2022. The installation of both FGD and De NOx system shall be done within the time frame prescribed by MOEF.

9. I say that Effluent Treatment Plant (ETP) is functional at RTPS. This ETP comprises of various blow down/collection tanks in different areas of power house prone to effluent generation with associated pumps. These blow down pumps discharge water at guard pond wherein this water is being chemically treated to make their parameters suitable for other use. This treated water is then being re-used as make up to ash water sump/ash slurry sump. In this regard a schematic diagram of the same is attached hereto and marked with the letter "E".
10. Further-more a huge settling pond has been constructed to arrest/avoid any discharge to the outside plant and the scheme is being further augmented to re-use the settled clear water.
11. I say that RTPS has taken due steps for utilization of fly ash in terms with the notifications issued by MoEF from time to time. The latest notification is of 31.12.2021 superseding earlier notification and the obligations for utilization of fly ash shall be applicable from 1 April 2022. In this regard, a copy of the notification dated 31.12.2021 issued by the Ministry of Environment, Forest and Climate Change is annexed hereto and marked with the letter "F". Damodar Valley Corporation has several power plants located at different places. DVC has been utilizing even more than 100% of fly ash in their other power plants which would indicate that there is no intentional latches on part of DVC not to utilize fly ash in case of RTPS. Demand of fly ash depends on various factors and eventually affects the utilization of fly ash. There is a geographical factor and therefore day-time transportation of ash is hardly possible at designated place



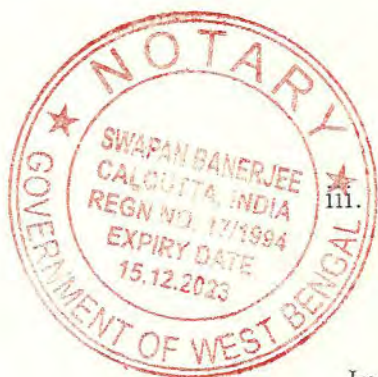
on the other side of Damodar river due to restriction of plying of heavy vehicle through nearby Dishergarh Bridge on Damodar River. Only night service from 10 P.M. to 5 A.M. is allowed. All endeavors are being made to explore other sides apart from the present disposal of 2.5 LMT at Purulia bye-pass road. A MoU has been executed with NHAI for pond ash utilization of 4 LMT in road construction project at Purulia Chandil Bypass. Another MoU with Narsamuda Colliery, ECL has been executed for utilization of 1.09 LMT pond ash in mine filling. This will certainly enhance the fly ash disposal from RTPS in manifold. RTPS has also taken due steps for enhancing the utilization of fly ash by taking following actions:

- i. Letter of Award has been placed on M/s Ash Tech Pvt. Ltd. on 24.05.2022 to collect fly ash from ESP hoppers directly and transport it through bagging for 1.2 LMT. Levelling and Grading of site adjacent to second railway line is under process.
- ii. Fresh work order through e-auction for lifting of 3.0 LMT of dry fly ash (DFA) from Fly ash Silos has been issued to different end users.

- iii. It is stated that dry fly ash utilization from April 2022 to July 2022 is 37129.56 MT.

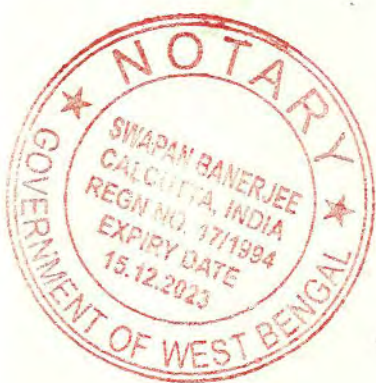
In this regard, copies of documents to show utilization of fly ash are annexed hereto and collectively marked with the letter "G".

12. Furthermore, DVC has deposited the amount of Rs. 50,68,125/- on 08.09.2022 with the West Bengal Pollution Control Board without



prejudice to their rights and contention that DVC is not liable to pay any compensation whatsoever in view of the fact that there has been no environmental pollution by DVC, RTPS. In this regard, copies of documents are annexed hereto and collectively marked with the letter "H".

13. In the above facts and circumstances, it is humbly submitted that the original application be dismissed, the environmental compensation assessed by the Committee be set aside and the West Bengal Pollution Control Board be directed to refund the amount of Rs. 50,68,125/- to DVC.
14. The statements made in paragraphs 1 to 12 of the foregoing affidavit are true to my knowledge based on information derived from records and the rests are my respectful submission before this Hon'ble Court.



**Solemnly affirmed and declared
before me on identification**

Swapan Banerjee
SWAPAN BANERJEE
Notary, Calcutta, India
Govt. of W.B. Regn. No: 17/1994
Calcutta City Courts' Bar
Association (2nd Floor)
Calcutta-700 001

18 OCT 2022

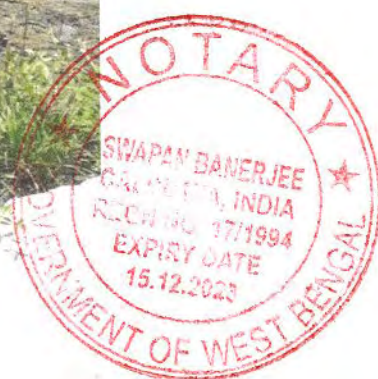
Ashis Kumar Banerjee
DEPONENT

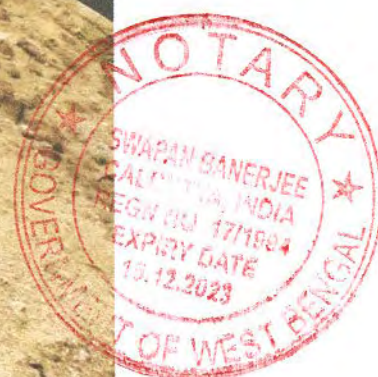
Identified by me
Swapan Banerjee
Advocate
F/1870/2009



'A'

8







Central Pollution Control Board
Ministry of Environment, Forest and Climate Change
Government of India

Apps by CPCB | Jobs | Tenders | Publication | Technical Report | Annual Report

In Pursuit of Clean Environment



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- STANDARDS
- CPCB'S ACTIVITIES
- AIR | WATER | NOISE DATA
- LABORATORIES
- CONTACT

Home > Standards > Water Quality Standards > WHO Drinking Water Specifications

- Environmental Acts & Rules
- Environment Protection
- Water Pollution
- Air Pollution
- Noise Pollution
- Waste Management +

WHO Drinking Water Specifications

Updated On : 11 Oct 2

WHO produces international norms on water quality and human health in the form of guidelines that are used as basis for regulation and standard setting, in developing and developed countries worldwide. The quality of drinking water is a powerful environmental determinant of health. Assurance of drinking water safety is a foundation for the prevention and control of waterborne diseases. The guidelines developed by WHO are prepared through a vast global consultation process involving WHO member states (India is the member state), national authorities and international agencies in consultation with the WHO Expert Advisory Panel.

Parameters	Standard limits as per WHO guidelines (mg/L)
Acrylamide	0.0005
Alachlor	0.02
Aldicarb	0.01
Aldrin and Dieldrin	0.00003
Ammonia	1.5
Antimony	0.02
Arsenic	0.01
Atrazine	0.002
Barium	0.7
Benzene	0.01
Benzo(?)pyrene	0.0007
Boron	0.5
Bromate	0.01
Bromodichloromethane (BDCM)	0.06
Bromoform	0.1
Cadmium	0.003
Carbofuran	0.007
Carbon tetrachloride	0.004
Chlorate	0.7
Chlordane	0.0002
Chloramines	0.5 - 1.5
Chloride	200 - 300
Chlorine	5
Chlorite	0.7
Chloroform	0.3
Chlorotoluron	0.03
Chlorpyrifos	0.03
Chromium	0.05
Colour in drinking water	No visible colour
Copper	2.0
Cyanazine	0.0006
Cyanide	0.07
1,2-Dichlorobenzene	1.0
1,4-Dichlorobenzene	0.3
1,2-Dichloroethane	0.03
Dichloromethane	0.02
2,4-Dichlorophenoxyacetic acid	0.03
DDT and metabolites	0.001
Di(2-ethylhexyl)phthalate	0.008
1,2-Dichloroethylene	0.05
1,2-Dichloropropane	0.04
Dimethonate	0.006
1,4-Dioxane	0.05
Dissolved oxygen	No health-based guideline value is recommended
Edetic acid (EDTA)	0.6
Endrin	0.0006



Parameters	Standard limits as per WHO guidelines (mg/L)
Epichlorohydrin	0.0004
Ethylbenzene	0.3
Fenoprop	0.009
Fluoride	1.5
Hexachlorobutadiene	0.0006
Iron	No health-based guideline value is proposed
Isoproturon	0.009
Lead	0.01
Lindane	0.002
Manganese	0.4
Mercury	0.006
Methoxychlor	0.02
Metolachlor	0.01
Microcystin-LR	0.001
Molinate	0.006
Molybdenum	0.07
Monochloroacetate	0.02
N-Nitrosodimethylamine	0.0001
Nickel	0.07
Nitrate	50
Nitrilotriacetic acid (NTA)	0.2
Nitrite	3
Pendimethalin	0.02
Pentachlorophenol	0.009
Permethrin	0.3
pH	No health-based guideline value is proposed
Pyriproxyfen	0.3
Selenium	0.01
Simazine	0.002
Sulphate	No health-based guideline value has been derived
Styrene	0.02
Terbutylazine	0.007
Tetrachloroethylene	0.04
Toluene	0.7
Total dissolved solids (TDS)	No health-based guideline value is proposed
Trichloroacetate	0.2
Trichloroethylene	0.02
2,4,6-Trichlorophenol	0.2
Trifluralin	0.02
Trutuim	10000 Bq/L
Uranium	0.015
Vinyl chloride	0.0003
Xylenes-total	0.5
Zinc	No health-based guideline value is proposed



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Designated Best Use Water Quality Criteria

Designated-Best-Use	Class of water	Criteria
Drinking Water Source without conventional treatment but after disinfection	A	Total Coliforms Organism MPN/100ml shall be 50 or less pH between 6.5 and 8.5 Dissolved Oxygen 6mg/l or more Biochemical Oxygen Demand 5 days 20C 2mg/l or less
Outdoor bathing (Organised)	B	Total Coliforms Organism MPN/100ml shall be 500 or less pH between 6.5 and 8.5 Dissolved Oxygen 5mg/l or more Biochemical Oxygen Demand 5 days 20C 3mg/l or less
Drinking water source after conventional treatment and disinfection	C	Total Coliforms Organism MPN/100ml shall be 5000 or less pH between 6 to 9 Dissolved Oxygen 4mg/l or more Biochemical Oxygen Demand 5 days 20C 3mg/l or less
Propagation of Wild life and Fisheries	D	pH between 6.5 to 8.5 Dissolved Oxygen 4mg/l or more Free Ammonia (as N) 1.2 mg/l or less
Irrigation, Industrial Cooling, Controlled Waste disposal	E	pH between 6.0 to 8.5 Electrical Conductivity at 25C micro mhos/cm Max.2250 Sodium absorption Ratio Max. 26 Boron Max. 2mg/l





April 2016
DOH 331-181
Revised

Questions & Answers

Coliform Bacteria and Drinking Water

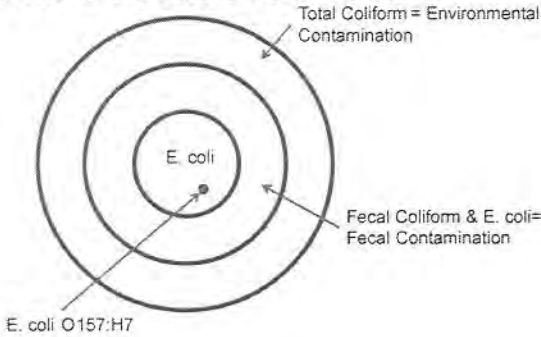
Public water systems must deliver safe and reliable drinking water to their customers 24 hours a day, 365 days a year. If the water supply becomes contaminated, consumers can get seriously ill. Fortunately, public water systems take many steps to make sure drinking water is safe. One of the most important steps is regular testing for coliform bacteria.

What are coliform bacteria?

Coliform bacteria are present in the environment and feces of all warm-blooded animals and humans. Coliform bacteria are unlikely to cause illness. However, their presence in drinking water indicates that disease-causing organisms (pathogens) could be in the water system. Most pathogens that can contaminate water supplies come from the feces of humans or animals. Testing drinking water for all possible pathogens is complex, time-consuming, and expensive. It is easy and inexpensive to test for coliform bacteria. If testing detects coliform bacteria in a water sample, water systems search for the source of contamination and restore safe drinking water.

There are three groups of coliform bacteria. Each is an indicator of drinking water quality and each has a different level of risk. Total coliform is a large collection of different kinds of bacteria. Fecal coliform are types of total coliform that exist in feces. *E. coli* is a subgroup of fecal coliform. Labs test drinking water samples for total coliform. If total coliform is present, the lab also tests the sample for *E. coli*.

Total Coliform, Fecal Coliform and *E. coli*



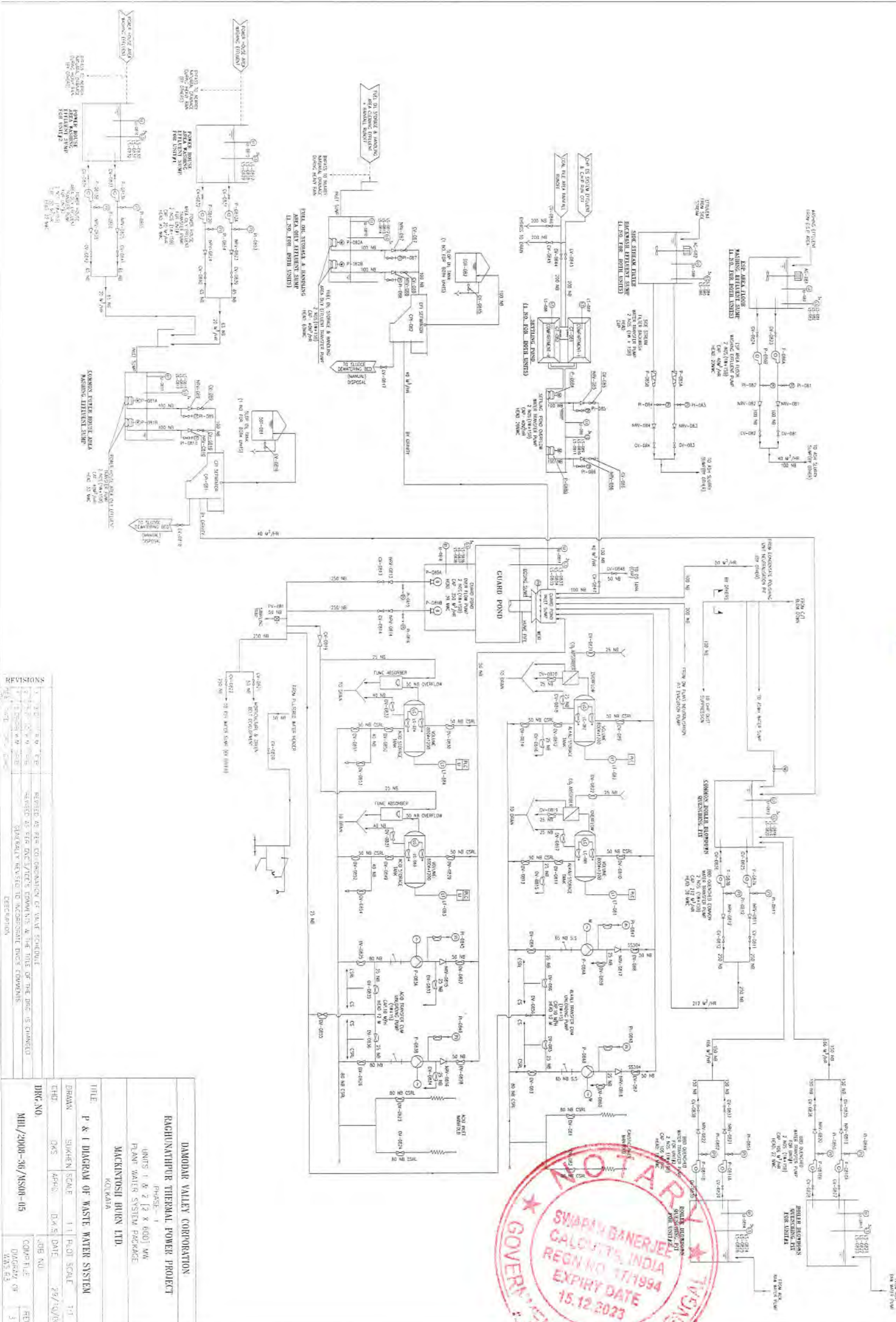
Total coliform bacteria are common in the environment (soil or vegetation) and are generally harmless. If a lab detects only total coliform bacteria in drinking water, the source is probably environmental and fecal contamination is unlikely. However, if environmental contamination can enter the system, pathogens could get in too. It is important to find and resolve the source of the contamination.

Fecal coliform bacteria are a subgroup of total coliform bacteria. They exist in the intestines and feces of people and animals.



HELPING TO ENSURE SAFE AND RELIABLE DRINKING WATER





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रजिस्ट्री सं. डी.एल.- 33004/99

REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 5075]	नई दिल्ली, शुक्रवार, दिसम्बर 31, 2021/पौष 10, 1943
No. 5075]	NEW DELHI, FRIDAY, DECEMBER 31, 2021/PAUSHA 10, 1943

पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय

अधिसूचना

नई दिल्ली, 31 दिसम्बर, 2021

का.आ. 5481(अ).—केन्द्रीय सरकार ने भारत सरकार के तत्कालीन पर्यावरण और वन मंत्रालय की अधिसूचना सं. का.आ. 763 (अ) तारीख 14 सितम्बर, 1999 द्वारा कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्रों से तीन सौ किलोमीटर के विनिर्दिष्ट व्यास के भीतर ईटों के विनिर्माण के लिए उपजाऊ मिट्टी के उत्खनन को प्रतिबंधित करने के लिए और भवन निर्माण सामग्री के विनिर्माण में और संनिर्माण क्रियाकलाप में फ्लाई-राख के उपयोग को बढ़ावा देने के लिए निदेश जारी किए हैं;

और, प्रदूषणकर्ता भुगतान सिद्धांत (पीपीपी) के आधार पर, ऐसा करके कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्रों द्वारा फ्लाई-राख का 100 प्रतिशत उपयोग सुनिश्चित करते हुए और फ्लाई-राख प्रबंधन प्रणाली की संधारणीयता के लिए पूर्वोक्त अधिसूचना को और अधिक प्रभावकारी ढंग से कार्यान्वित करने हेतु, केन्द्रीय सरकार ने मौजूदा अधिसूचना की समीक्षा की;

और प्रदूषणकर्ता भुगतान सिद्धांत के आधार पर पर्यावरणीय प्रतिकर निर्धारित किए जाने की आवश्यकता है;

और, विनिर्माण को बढ़ावा देकर तथा निर्माण कार्य के क्षेत्र में राख आधारित उत्पादों तथा भवन निर्माण सामग्रियों के प्रयोग को अनिवार्य करके उपजाऊ मिट्टी को संरक्षित करने की आवश्यकता है;

7703 GI/2021

(1)



और, सड़क बनाने, सड़क एवं फ्लाई ओवर के रेलिंग बनाने, तटरेखा की सुरक्षा का उपाय करने, अनुमोदित परियोजनाओं के निचले क्षेत्रों को भरने, खनित स्थलों को फिर से भरने में मिट्टी की सामग्रियों से भरने के विकल्प के रूप में राख उपयोग को बढ़ावा देकर उपजाऊ मिट्टी और प्राकृतिक संसाधनों को संरक्षित करने की आवश्यकता है;

और, पर्यावरण को सुरक्षित करना तथा कोयला अथवा लिग्नाइट आधारित ताप विद्युत संयंत्रों से सृजित फ्लाई राख के निक्षेपण तथा निपटान की रोकथाम करना आवश्यक है;

और, उक्त अधिसूचना में जो 'राख' शब्द का प्रयोग किया गया है उसमें कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्रों से सृजित फ्लाई-राख और बॉटम-राख दोनों शामिल हैं;

और, केंद्रीय सरकार प्रदूषणकर्ता भुगतान सिद्धांत के आधार पर, पर्यावरणीय प्रतिकर की प्रणाली सहित राख के उपयोग के लिए एक व्यापक ढांचा लाना चाहती है;

अतः पर्यावरण (संरक्षण) नियम, 1986 के नियम (5) के उप-नियम (3) के खंड (घ) के साथ पठित पर्यावरण (संरक्षण) अधिनियम, 1986 (1986 का 29) की धारा 3 की उप-धारा (1) और उप-धारा (2) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पर्यावरण एवं वन मंत्रालय की अधिसूचना जो का.आ. 763 (अ) तारीख 14 सितम्बर, 1999 द्वारा भारत के राजपत्र, असाधारण भाग II, खंड 3, उप खंड (i) में प्रकाशित का अधिक्रमण करते हुए, कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्रों द्वारा राख के उपयोग के संबंध में प्रारूप अधिसूचना जो सा.का.नि. 285 (अ) तारीख 22 अप्रैल, 2021 द्वारा भारत के राजपत्र, असाधारण, भाग-2, धारा 3, उप धारा (i) में प्रकाशित की गई थी जिसमें उन सभी व्यक्तियों से जिनका इससे प्रभावित होना सामान्य है उस तारीख से, जिसको उक्त प्रारूप उपबंधों की शासकीय राजपत्र में अंतर्विष्ट प्रतियां जनता को उपलब्ध करा दी गई थी, साठ दिनों के अवसान से पूर्व आक्षेप और सुझाव आमंत्रित किए गए थे।

और उक्त प्रारूप अधिसूचना के संबंध में उससे संभावित तौर पर प्रभावित होने वाले सभी व्यक्तियों से प्राप्त आक्षेपों और सुझावों पर केंद्रीय सरकार द्वारा सम्यक रूप से विचार कर लिया गया है;

अतः पर्यावरण (संरक्षण) नियम, 1986 के नियम (5) के उप-नियम (3) के खंड (घ) के साथ पठित पर्यावरण (संरक्षण) अधिनियम, 1986 (1986 का 29) की धारा 3 की उप-धारा (1) और उप-धारा (2) के खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अधिसूचना का.आ. 763 (अ) तारीख 14 सितम्बर, 1999 का उन बातों के सिवाय अधिकृत करते हुए जिन्हें ऐसे अधिक्रमण से पूर्व किया गया है या करने का लोप किया गया है, केंद्रीय सरकार कोयलों या लिग्नाइट आधारित ताप विद्युत संयंत्रों से राख के उपयोग के संबंध में निम्नलिखित अधिसूचना जारी करती है, जो इस अधिसूचना के प्रकाशन की तिथि से प्रवृत्त होगी, अर्थात्

क. फ्लाई-राख और बॉटम-राख का निपटान करने हेतु ताप विद्युत संयंत्रों (टीपीपी) के उत्तरदायित्व.-

(1) प्रत्येक कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र (जिनमें कैप्टिव और/या सह-उत्पादन केंद्र शामिल हैं या दोनों) की यह प्राथमिक जिम्मेदारी होगी कि वह अपने द्वारा सृजित राख (फ्लाई-राख और बॉटम-राख) का उप पैरा (2) में दिए गए पारि-अनुकूल तरीके से 100 प्रतिशत उपयोग सुनिश्चित करे;

(2) कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्रों से सृजित राख का उपयोग केवल निम्नलिखित पारि-अनुकूल प्रयोजनों के लिए किया जाएगा, अर्थात्:-

- (i) फ्लाई राख पर आधारित उत्पाद अर्थात्: ईट ब्लॉक टाइल, फाइबर सीमेंट शीट, पाइप, बोर्ड, पैनल का विनिर्माण;
- (ii) सीमेंट विनिर्माण, रेडी-मिक्स कंक्रीट;



- (iii) सड़क निर्माण और फ्लाई-ओवर के रेलिंग का निर्माण, राख और जिओ-पॉलीमर आधारित निर्माण सामग्री;
- (iv) बांध का निर्माण;
- (v) निचले क्षेत्र को भरना;
- (vi) खनन कार्य से रिक्त हुए स्थान को भरना;
- (vii) सिंटेड या शीत-बद्ध राख संचय का विनिर्माण;
- (viii) मृदा परीक्षण के आधार पर नियंत्रित तरीके से कृषि;
- (ix) तटीय जिलों में तटरेखा संरक्षण संरचनाओं का निर्माण;
- (x) अन्य देशों को राख का निर्यात;
- (xi) समय-समय पर यथाधिसूचित किसी अन्य पारि-अनुकूल प्रयोजन के लिए।
- (3) अध्यक्ष, केंद्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) की अध्यक्षता में एक समिति गठित की जाएगी जिसमें पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय (एमओईएफसीसी), विद्युत मंत्रालय, खान मंत्रालय, कोयला मंत्रालय, सड़क परिवहन और राजमार्ग मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, सड़क कांग्रेस संस्थान तथा राष्ट्रीय सीमेंट एवं भवन सामग्री परिषद के प्रतिनिधियों को सदस्यों के रूप में शामिल किया जाएगा, जिसका प्रयोजन राख के उपयोग के पारि-अनुकूल तौर-तरीकों की जांच करना, उनकी समीक्षा एवं अनुशंसा करना तथा प्रौद्योगिकीय विकासों तथा पणधारी से प्राप्त अनुरोधों के आधार पर उप-पैरा (2) में यथोल्लिखित ऐसे तौर-तरीकों की सूची में समिति द्वारा सुझाए गए तौर-तरीकों को शामिल करना या किसी तौर-तरीके को सूची से हटाना या उसमें संशोधन करना है। जब भी इस प्रयोजन के लिए अपेक्षित हो, यह समिति राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण नियंत्रण समिति, ताप विद्युत संयंत्र और खानों के प्रचालकों को आमंत्रित कर सकती है। इस समिति सिफारिश के आधार पर, पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय ऐसे पारि-अनुकूल प्रयोजन प्रकाशित करेगा।
- (4) प्रत्येक कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र उस वर्ष के दौरान सृजित राख (फ्लाई-राख और बॉटम-राख) का 100 प्रतिशत उपयोग करने हेतु उत्तरदायी होगा; तथापि, किसी भी स्थिति में, किसी वर्ष में राख का उपयोग 80 प्रतिशत से नीचे नहीं होगा और साथ ही, उस ताप विद्युत संयंत्र को तीन वर्ष की अवधि में 100 प्रतिशत औसत राख के उपयोग का लक्ष्य प्राप्त करना होगा :

परंतु, यह और कि पहली बार के लिए लागू तीन वर्ष के चक्र को ऐसे ताप विद्युत संयंत्रों, जहां राख का उपयोग 60-80 प्रतिशत के बीच होता है, एक वर्ष के लिए और ऐसे संयंत्रों, जहां राख का उपयोग 60 प्रतिशत से कम है, दो वर्ष के लिए बढ़ाया जा सकता है, और राख के उपयोग की प्रतिशतता की गणना के प्रयोजन के लिए वर्ष 2021-2022 में उपयोग की प्रतिशत प्रमात्रा को नीचे दी गई तालिका के अनुसार ध्यान में रखा जाएगा:

तापीय विद्युत संयंत्रों के उपयोग की प्रतिशतता	100 प्रतिशत उपयोगिता प्राप्त करने के लिए प्रथम अनुपालन चक्र	100 प्रतिशत उपयोगिता प्राप्त करने के लिए द्वितीय अनुपालन चक्र
>80 प्रतिशत	3 वर्ष	3 वर्ष
60-80 प्रतिशत	4 वर्ष	3 वर्ष
<60 प्रतिशत	5 वर्ष	3 वर्ष



परन्तु, ताप विद्युत संयंत्रों के लिए 80 प्रतिशत न्यूनतम उपयोग प्रतिशतता, क्रमशः 60-80 प्रतिशत और <60 प्रतिशत की उपयोगिता की श्रेणी के तहत आने वाले ताप विद्युत संयंत्रों के लिए प्रथम अनुपालन चक्र के पहले वर्ष और पहले दो वर्षों पर लागू नहीं होगी।

परन्तु, अनुपालन चक्र के अंतिम वर्ष में सृजित 20 प्रतिशत राख को अगले चक्र में भी ले जाया जाएगा जिसका उपयोग उस अनुपालन चक्र के दौरान सृजित राख के साथ अगले तीन वर्षों में किया जाएगा।

- (5) अप्रयुक्त संचित राख अर्थात् लीगेसी राख, जिसका इस अधिसूचना के प्रकाशन से पहले भंडारण किया गया है, को ताप विद्युत संयंत्र (टीपीपी) द्वारा इस रीति से क्रमिक रूप से उपयोग में लाया जाएगा, कि लीगेसी राख को इस अधिसूचना के प्रकाशन की तिथि से दस वर्षों के भीतर पूरी तरह उपयोग कर लिया जाएगा और यह उस विशिष्ट वर्ष के चालू संचालनों के माध्यम से राख उत्सर्जन के लिए निर्धारित उपयोग लक्ष्यों से अतिरिक्त होगा।

परन्तु, निम्नलिखित प्रतिशतताओं में यथा उल्लिखित लीगेसी राख की न्यूनतम मात्रा का उपयोग तास्थानी वर्ष के दौरान कर लिया जाएगा और लीगेसी राख की न्यूनतम मात्रा की ताप विद्युत संयंत्र की संस्थापित क्षमता के अनुसार वार्षिक राख उत्सर्जन के आधार पर की जानी है।

प्रकाशन की तिथि से वर्ष	पहला	दूसरा	तीसरा-दसवां
लीगेसी राख का उपयोग (वार्षिक राख की प्रतिशतता)	कम से कम 20 प्रतिशत	कम से कम 35 प्रतिशत	कम से कम 50 प्रतिशत

परन्तु, यह और कि लीगेसी राख का उपयोग वहां अपेक्षित नहीं है, जहां राख के तालाब या डाइक स्थिर हो गए हैं और हरित पट्टी के निर्माण या पौध रोपण से पुनरुद्धार किया गया है और संबंधित राज्य प्रदूषण नियंत्रण बोर्ड इस संबंध में प्रमाणित करेगा। किसी राख तालाब या डाइक के स्थिरीकरण और भूमि-उद्धार का कार्य, जिसमें केन्द्रीय प्रदूषण नियंत्रण बोर्ड या राज्य प्रदूषण नियंत्रण बोर्ड द्वारा प्रमाणन शामिल है, इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष के भीतर किया जाएगा। अन्य सभी राख के कुंड या डाइक में शेष बचे राख का उपयोग ऊपर उल्लिखित समय-सीमाओं के अनुसार क्रमिक रूप से किया जाएगा।

टिप्पण: राख के उपयोग के लक्ष्यों को हासिल करने के लिए उप पैरा (4) और (5) के अधीन दायित्व 01 अप्रैल, 2022 की तारीख से लागू होंगे।

- (6) किसी भी नए तापीय विद्युत संयंत्र (टीपीपी) में 0.1 हेक्टेयर प्रति मेगावाट (एमडब्ल्यू) क्षेत्रफल के साथ आपातकालीन या अस्थायी राख कुंड की अनुमति दी जा सकती है। राख के तालाब या डाइकों का तकनीकी विनिर्देश, केन्द्रीय विद्युत प्राधिकरण (सीईए) के परामर्श से केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा बनाए गए दिशानिर्देशों के अनुसार होगा और ये दिशानिर्देश राख के कुंड या डाइक के संबंध में इसकी सुरक्षा, पर्यावरणीय प्रदूषण, उपलब्ध प्रमात्रा, निपटान का तरीका, निपटान में जल की खपत या संरक्षण, राख जल पुनर्चक्रण और ग्रीन बेल्ट आदि के वार्षिक प्रमाणन के लिए कार्यविधि भी निर्धारित करेंगे और इस अधिसूचना के प्रकाशन की तारीख से तीन महीनों के भीतर प्रस्तुत किए जाएंगे।
- (7) प्रत्येक कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्र यह सुनिश्चित करेगा कि राख की लदाई, उतराई, ढुलाई, भंडारण और निपटान पर्यावरणीय दृष्टि से अनुकूल रीति से किया गया है और वायु और जल प्रदूषण की रोकथाम के लिए सभी ऐहतियात किए गए हैं और इस संबंध में स्थिति की सूचना इस अधिसूचना में संलग्न अनुबंध में संबंधित राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) को दी जाएगी।
- (8) प्रत्येक कोयला या लिग्नाइट आधारित तापीय विद्युत संयंत्र, संस्थापित क्षमता पर आधारित राख के कम से कम 16 घंटों के भंडारण के लिए समर्पित शुष्क फ्लाई राख साइलोस प्रतिष्ठापित करेगा, जिनके पास पृथक पहुंच मार्ग होंगे, जिससे कि राख पहुंचाने के कार्य को सुगम बनाया जा सके। इसकी सूचना संबंधित राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) को उपाबंध में दी जाएगी और केन्द्रीय प्रदूषण नियंत्रण



बोर्ड (सीपीसीबी) या राज्य केन्द्रीय प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति द्वारा समय-समय पर निरीक्षण किया जाएगा।

- (9) प्रत्येक कोयला या लिग्नाइट आधारित तापीय विद्युत संयंत्र (जिसके अंतर्गत कैप्टिव या सह उत्पादन केन्द्र भी है या दोनों), वास्तविक उपयोगकर्ता (उपयोगकर्ताओं) के हित के लिए केन्द्रीय प्रदूषण नियंत्रण बोर्ड के वेब पोर्टल या मोबाइल फोन एप्प का लिंक उपलब्ध कराकर ताप विद्युत संयंत्र के पास राख की उपलब्धता के वास्तविक आंकड़े प्रदान करेगा।
- (10) राख के 100 प्रतिशत उपयोग का वैधानिक दायित्व, जहां भी लागू हो, विधि में बदलाव के रूप में माना जाएगा।

ख. राख के उपयोग के प्रयोजनार्थ, उत्तरवर्ती उप पैराग्राफ लागू होंगे :-

- (1) ऐसे सभी अभिकरण (सरकारी, अर्द्धसरकारी और निजी), जो सड़क विछाने, सड़क और फ्लाई ओवर के किनारों, तटीय जिलों में तटरेखा की सुरक्षा संरचनाओं और लिग्नाइट या कोयला आधारित ताप विद्युत संयंत्र से 300 किमी के भीतर बांधों जैसे निर्माण संबंधी कार्यकलापों में लगे हुए हैं, इन कार्यकलापों में अनिवार्य रूप से राख का उपयोग करेंगे :

परंतु इसको परियोजना स्थल पर निशुल्क पहुंचाया जाए और परिवहन लागत, ऐसे कोयला या लिग्नाइट आधारित ताप विद्युत संयंत्रों द्वारा वहन की जाए।

परंतु यह और कि ताप विद्युत संयंत्र पारस्परिक सहमत हुई शर्तों के अनुसार राख की लागत और परिवहन के लिए शुल्क ले सकता है उस मामले में जहां ताप विद्युत संयंत्र अन्य माध्यम से राख का निपटान करने में समर्थ है और ये अभिकरण इसके लिए प्रार्थना कर सकते हैं और बिना लागत और बिना परिवहन शुल्क के राख उपलब्ध कराने के प्रावधान तभी लागू होंगे यदि उसके लिए ताप विद्युत संयंत्र उस निर्माण अभिकरण को नोटिस जारी करता है।

- (2) उक्त कार्यकलापों में राख का उपयोग भारतीय मानक ब्यूरो, भारतीय रोड कांग्रेस, केन्द्रीय भवन अनुसंधान संस्थान, रूडकी, केन्द्रीय सड़क अनुसंधान संस्थान, दिल्ली, केन्द्रीय लोक निर्माण विभाग, राज्य लोक निर्माण विभागों और अन्य केन्द्रीय और राज्य सरकार के अभिकरणों द्वारा निर्धारित किए गए विनिर्देशों और दिशानिर्देशों के अनुसार किया जाएगा।
- (3) तापीय विद्युत संयंत्र की 300 किलोमीटर की परिधि के भीतर अवस्थित सभी खानों के लिए विस्तारित उत्पादक उत्तरदायित्व (ईपीआर) के तहत खुली आवर्त खानों में राख का पृष्ठ भंडारण करना या अधिक भार के ढेरों के साथ राख का मिश्रण करना बाध्यकारी होगा। सभी खान के स्वामी या प्रचालक (चाहे सरकारी, सार्वजनिक और निजी क्षेत्र के हो) कोयला या लिग्नाइट आधारित तापीय विद्युत संयंत्रों से तीन सौ किलोमीटर (सड़क द्वारा) के भीतर, महानिदेशक, खान सुरक्षा (डीजीएमएस) के दिशानिर्देशों के अनुसार ओवर बर्डन के बाह्य निक्षेप खान की वैकफिलिंग अथवा स्टोविंग (प्रचालित या छोड़ी गई खानों, जैसा भी मामला हो) के लिए उपयोग की गई सामग्रियों के भार-दर-भार के आधार पर कम से कम 25 प्रतिशत राख को मिश्रित करने के लिए उपाय करेंगे :

परंतु ऐसे तापीय विद्युत केन्द्र निःशुल्क राख प्रदान करके और परिवहन की लागत को वहन करके या पारस्परिक सहमत हुई शर्तों पर लिए गए निर्णय के अनुसार लागत या परिवहन व्यवस्था करके राख की अपेक्षित मात्रा की उपलब्धता को सुकर बनायेंगे और खानों के खाली स्थानों और ढेरों में अधिकभार के साथ राख को मिश्रित करना, सृजित अधिभार के लिए इस अधिसूचना के प्रकाशन की तिथि से लागू होगा और उक्त कार्यकलापों में राख का उपयोग, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, महानिदेशक खान सुरक्षा और भारतीय खदान ब्यूरो द्वारा निर्धारित दिशानिर्देशों के अनुसार किया जाएगा।

स्पष्टीकरण :- इस उप-पैरा के प्रयोजन के लिए यह भी स्पष्ट किया जाता है कि लागत मुक्त राख और निःशुल्क परिवहन के उपबंध केवल तभी लागू होंगे यदि ताप विद्युत संयंत्र इसके लिए खान मालिक को नोटिस देते हैं और अधिभार वाले ढेर के साथ मिश्रित करने और खान में खाली स्थान को भरने के लिए राख के 25 प्रतिशत हिस्से के उपयोग का अधिदेश तब तक लागू नहीं होगा जब तक कि ताप विद्युत संयंत्र द्वारा खान मालिक को नोटिस न दिया गया हो।



- (5) (i) सभी खान मालिकों को खान में खाली स्थानों में राख को समायोजित करने के लिए खान बंद योजना (प्रगामी और अंतिम) तैयार करनी होगी और खान में खाली स्थानों में राख के निपटान और अधिभार वाले ढेर के साथ राख को मिश्रित करने के लिए खान योजनाओं को संबंधित प्राधिकारी अनुमोदित करेगा। पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय द्वारा ताप विद्युत संयंत्रों और कोयला खदानों की पर्यावरणीय मंजूरी की अपेक्षा से छूट देने के साथ-साथ ऐसे निपटान के लिए अपनाए जाने वाले दिशानिर्देशों के संबंध में तारीख 28 अगस्त, 2019 को दिशानिर्देश जारी किए गए।
- (ii) मंत्रालय, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, महानिदेशक, खान सुरक्षा (डीजीएमएम) और भारतीय खान ब्यूरो (आईबीएम) के साथ परामर्श करके, खानों में खाली स्थानों में राख के निपटान करने तथा अधिभार वाले ढेरों में इसे मिश्रित करना सुगम बनाने के लिए समय-समय पर आगे भी दिशानिर्देश जारी कर सकता है और यह खान मालिकों की जिम्मेदारी होगी कि वे ऐसी खानों को अभिज्ञात करने की तिथि से एक वर्ष के भीतर विभिन्न विनियामक प्राधिकरणों द्वारा जारी की गई अनुमतियों में आवश्यक संशोधन या परिवर्तन प्राप्त करेंगे।
- (6) (i) पर्यावरणीय प्रदूषण के संदर्भ में सुरक्षा, व्यवहार्यता (आर्थिक व्यवहार्यता नहीं) और पहलुओं की जांच सहित राख से खान में खाली स्थान को वापस भरने/अधिभार वाले ढेर के साथ राख को मिश्रित करने के लिए खानों की पहचान करने के लिए पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय, विद्युत मंत्रालय, खान मंत्रालय, कोयला मंत्रालय, महानिदेशक खान सुरक्षा और भारतीय खान ब्यूरो से प्रतिनिधियों को शामिल करते हुए अध्यक्ष, केन्द्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) की अध्यक्षता में एक समिति का गठन किया जाएगा और यह समिति पणधारी मंत्रालयों या विभागों के लिए अभिज्ञात खानों (भूमिगत और खुली, दोनों) के संबंध में तैयार की गई तिमाही रिपोर्टों को अद्यतन करेगी और यह समिति, इस अधिसूचना के प्रकाशन के तुरंत पश्चात उपयुक्त खानों की पहचान करना आरंभ करेगी।
- (ii) ताप विद्युत संयंत्र या खानें, उपरोक्त अनुसार अधिदेशित उपयोग लक्ष्यों को पूरा करने के लिए उपर्युक्त समिति द्वारा पहचान किए जाने तक राख के निपटान हेतु प्रतीक्षा नहीं करेंगी।
- (7) राख से निचले क्षेत्र को भरने का कार्य, अनुमोदित परियोजनाओं के लिए राज्य प्रदूषण नियंत्रण बोर्ड की पूर्व अनुमति से और केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा निर्धारित दिशा-निर्देशों के अनुसार किया जाएगा और राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण नियंत्रण समिति द्वारा अनुमोदित स्थलों, अवस्थान, क्षेत्र और अनुमत मात्रा को अपनी वेबसाइट पर प्रतिवर्ष प्रकाशित किया जाएगा।
- (8) केन्द्रीय प्रदूषण नियंत्रण बोर्ड, संगत पणधारी के साथ मिलकर, राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) द्वारा अनुमति प्रदान करने के लिए समयबद्ध ऑनलाइन आवेदन प्रक्रिया प्रस्तुत करने के साथ-साथ इस अधिसूचना के अधीन परिकल्पित सभी प्रकार के कार्यकलापों के लिए एक वर्ष के भीतर दिशानिर्देश प्रस्तुत करेगा।
- (9) कोयला या लिग्नाइट आधारित तापीय ऊर्जा संयंत्र से तीन सौ किलोमीटर के दायरे में स्थित सभी भवन निर्माण परियोजनाएं (केन्द्रीय, राज्य और स्थानीय प्राधिकरणों सरकारी उपक्रमों, अन्य सरकारी अभिकरणों तथा सभी निजी अभिकरणों) राख की ईटों, टाईल्स, धातुमल राख अथवा अन्य राख आधारित उत्पादों का उपयोग करेंगी बशर्ते कि वे वैकल्पिक उत्पादों की कीमत से अधिक कीमत पर उपलब्ध न हों।
- (10) राख आधारित उत्पादों के विनिर्माण और ऐसे उत्पादों में राख के उपयोग में भारतीय मानक ब्यूरो, भारतीय सड़क कांग्रेस और केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा निर्धारित विनिर्देशों और दिशानिर्देशों की अनुपालना होगी।

ग. गैर-अनुपालन के लिए पर्यावरणीय प्रतिकर .-

- (1) तीन वर्ष के चक्र के प्रथम दो वर्षों में, यदि कोयला या लिग्नाइट आधारित तापीय ऊर्जा संयंत्र (कैप्टिव और/ या सह-उत्पादक स्टेशनों या दोनों सहित) ने कम-से-कम 80 प्रतिशत राख (फ्लाई-राख और बॉटम-राख) उपयोग नहीं की है तो ऐसे गैर-अनुपालन ताप विद्युत संयंत्रों पर प्रस्तुत की गई वार्षिक रिपोर्टों के आधार पर वित्तीय वर्ष के



अंत में अप्रयुक्त राख पर 1000 रुपए प्रति टन की दर से पर्यावरणीय प्रतिकर लगाया जाएगा और यदि यह तीन वर्ष के चक्र के तीसरे वर्ष में 100 प्रतिशत राख का उपयोग करने में असमर्थ रहता है, तो वह अप्रयुक्त मात्रा पर 1000 रुपए प्रति टन की दर से पर्यावरणीय प्रतिकर के भुगतान का पात्र होगा, जिस पर पहले पर्यावरणीय प्रतिकर नहीं लगायी गयी है।

परंतु पर्यावरणीय प्रतिकर को पैरा क के उप-पैरा (4) में उल्लिखित विभिन्न उपयोगी श्रेणियों के अनुसार प्रथम अनुपालन चक्र के अंतिम वर्ष के अंत में अनुमान लगाया जाएगा और अधिरोपित किया जाएगा।

- (2) अधिकारियों द्वारा एकत्रित पर्यावरणीय प्रतिकर को केन्द्रीय प्रदूषण नियंत्रण बोर्ड के निर्दिष्ट खाते में जमा किया जाएगा।
- (3) लैंगेसी राख के मामले में, यदि कोयला या लिग्नाइट आधारित तापीय ऊर्जा संयंत्र (कैप्टिव या सह-उत्पादक स्टेशनों या दोनों सहित) ने स्थापित क्षमता पर आधारित उत्पन्न राख का कम-से-कम 20 प्रतिशत (प्रथम वर्ष के लिए), 35 प्रतिशत (द्वितीय वर्ष के लिए), 50 प्रतिशत (तीसरे से दसवें वर्ष तक) उपयोग के बराबर लक्ष्य प्राप्त नहीं किया है तो उस वित्तीय वर्ष के दौरान अप्रयुक्त लैंगेसी राख पर 1000 रुपए प्रति टन की दर से पर्यावरणीय प्रतिकर लगाया जाएगा और यदि 10 वर्ष के अंत में लैंगेसी राख का उपयोग नहीं किया जाता है तो 1000 रुपए प्रति टन की दर से शेष अप्रयुक्त मात्रा पर पर्यावरणीय प्रतिकर लगाया जाएगा जिस पर पहले पर्यावरणीय प्रतिकर नहीं लगाया गया है।
- (4) अधिकृत खरीददारों या उपभोक्ता अभिकरणों तक राख भेजने की जिम्मेदारी परिवहकों या वाहन मालिक की जिम्मेदारी है और यदि इसका अनुपालन नहीं किया जाता है, तो अनधिकृत उपयोगकर्ताओं अथवा गैर-अधिकृत उपयोगकर्ताओं को ऐसी मात्रा गलत तरीके से वितरित करने पर 1500 रुपए प्रति टन की दर से पर्यावरणीय प्रतिकर लगायी, इसके अतिरिक्त राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) द्वारा गैर अनुपालनकर्ता परिवहकों पर अभियोजन लागू होगा।
- (5) इस अधिसूचना के पैरा ख में विहित पर्यावरण अनुकूल तरीके में राख के उपयोग की जिम्मेदारी खरीददार या उपभोगकर्ता एजेंसियों की है और ऐसा नहीं करने पर केन्द्रीय प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) द्वारा 1500 रुपए प्रति टन की दर से पर्यावरणीय प्रतिकर लगाया जाएगा।
- (6) यदि उपयोगकर्ता अधिकरण पैरा ख के अधीन निर्धारित सीमा तक अथवा पैरा घ के उप-पैरा (1) के अधीन, दिए गए नोटिस के माध्यम से सूचित की गई सीमा, इनमें से जो भी कम हो, तक राख का उपयोग नहीं करती है, वे अतिरिक्त राख की मात्रा का 1500 रुपए प्रति टन की दर से भुगतान करने के लिए उत्तरदायी होंगी।
परंतु भवन निर्माण के संबंध में पर्यावरणीय प्रतिकर निर्मित क्षेत्र के 75 रुपये प्रति वर्ग फीट की दर से वसूल किया जाएगा।
- (7) (i) ताप विद्युत संयंत्रों अन्य बकायादारों से केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा लगायी गई का पर्यावरणीय प्रतिकर उपयोग अप्रयुक्त राख के सुरक्षित निपटान हेतु किया जाएगा और राख आधारित उत्पादों सहित राख के उपयोग के संबंध में और अधिक अनुसंधान करने के लिए भी निधि का उपयोग किया जा सकता है।
(ii) अप्रयुक्त मात्रा पर लगाए गए पर्यावरणीय प्रतिकर के पश्चात भी राख के उपयोग का उत्तरदायित्व ताप विद्युत संयंत्रों की होगी और यदि पश्चातवती चक्रों में पर्यावरणीय प्रतिकर लगाने के पश्चात ताप विद्युत संयंत्र, किसी विशेष चक्र की राख के उपयोग के लक्ष्य को प्राप्त करता है तो अगले चक्र के दौरान अप्रयुक्त मात्रा पर एकत्र की गई पर्यावरणीय प्रतिकर में 10 प्रतिशत कटौती के पश्चात उक्त रकम ताप विद्युत संयंत्र को वापस कर दी जाएगी और पश्चातवती चक्रों में राख के उपयोग के मामले में एकत्र की गई पर्यावरणीय प्रतिकर की 20 प्रतिशत, 30 प्रतिशत और उसी क्रम में कटौती की जानी है।



घ. राख या राख आधारित उत्पादों की आपूर्ति हेतु प्रक्रिया .—

- (1) ताप विद्युत संयंत्रों के स्वामी अथवा राख की ईंटों या टाईल्स या धातुमल आधारित राख के विनिर्माता उन व्यक्तियों या अभिकरणों को लिखित सूचना देंगे जो बिक्री या परिवहन या दोनों के लिए प्रस्तुत राख या राख आधारित उत्पादों के उपयोग के लिए उत्तरदायी हैं।
- (2) ऐसे व्यक्ति या उपयोगकर्ता अभिकरणों जिन्हें ताप विद्युत संयंत्रों के स्वामी द्वारा या राख की ईंटों या टाईल्स या धातुमल आधारित राख के उत्पादकों द्वारा सूचना दी गई है, यदि वे पहले ही राख या राख उत्पादों के उपयोग के प्रयोजन से अन्य अभिकरणों के साथ जुड़े हुए हैं, यदि वे किसी भी राख/राख उत्पादों का उपयोग नहीं कर सकते हैं अथवा कम मात्रा का उपयोग कर सकते हैं, तदनुसार ताप विद्युत संयंत्र को सूचित करेंगे।

ड. प्रवर्तन, निगरानी, लेखा परीक्षा और प्रतिवेदन करना

- (1) केंद्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) और संबंधित राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी), उपबंधों के अनुपालना सुनिश्चित करने के लिए प्रवर्तन और निगरानी प्राधिकरण होंगे। सीपीसीबी या एसपीसीबी या पीसीसी तिमाही आधार पर राख के उपयोग की निगरानी करेंगे और सीपीसीबी इस प्रयोजन के लिए अधिसूचना की प्रकाशन की तारीख से छः माह के भीतर एक पोर्टल विकसित करेगा। संबंधित जिला अधिकारी के पास इस अधिसूचना के उपबंधों को लागू करने और निगरानी करने के लिए समवर्ती अधिकारिता होगी।
- (2) (i) ताप विद्युत संयंत्र, राख उत्सर्जन और उपयोग से संबंधित मासिक सूचना वेब पोर्टल पर अगले महीने की 5 तारीख तक अपलोड करेगा। कोयला या लिग्नाइट आधारित ताप ऊर्जा संयंत्रों द्वारा केंद्रीय प्रदूषण नियंत्रण बोर्ड, संबंधित राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण नियंत्रण समिति (पीसीसी), केंद्रीय विद्युत प्राधिकरण (सीईए) और पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय के संबंधित एकीकृत क्षेत्रीय कार्यालयों को इस अधिसूचना के उपबंधों के अनुपालन संबंधी सूचना उपलब्ध कराते हुए वार्षिक कार्यान्वयन रिपोर्ट प्रत्येक वर्ष (1 अप्रैल से 31 मार्च तक की अवधि के लिए) अप्रैल माह के 30वें दिन तक प्रस्तुत की जाएगी। सीपीसीबी और सीईए द्वारा सभी ताप विद्युत संयंत्रों द्वारा प्रस्तुत वार्षिक रिपोर्टों का समेकन किया जाएगा और उसे पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय को 31 मई तक प्रस्तुत किया जाएगा।
- (ii) सभी अन्य उपयोगकर्ता अधिकरण पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय या राज्य स्तरीय पर्यावरण प्रभाव आकलन प्राधिकरण (एसईआईए) द्वारा जारी पर्यावरणीय मंजूरी (ईसी) अथवा राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) द्वारा जारी संचालन की सहमति (सीटीओ), जो भी लागू हो, की अनुपालना रिपोर्ट में इस अधिसूचना में आज्ञापकता के अनुसार राख के उपभोग या उपयोग या निस्तारण तथा राख आधारित उत्पादों के उपयोग संबंधी सूचना प्रस्तुत करेंगे। केन्द्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) या राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) अधिसूचना के उपबंधों के प्रभावी कार्यान्वयन की समीक्षा करने हेतु ताप विद्युत संयंत्रों के अतिरिक्त अन्य सभी अधिकरणों की राख उपयोग की वार्षिक रिपोर्ट प्रकाशित करेंगे।
- (3) इस अधिसूचना के उपबंधों की निगरानी और कार्यान्वयन के प्रयोजन के लिए केन्द्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) की अध्यक्षता में एक समिति का गठन किया जाएगा जिसके सदस्य विद्युत मंत्रालय, कोयला मंत्रालय, खनन मंत्रालय, पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय, सड़क परिवहन और राजमार्ग मंत्रालय और भारी उद्यम विभाग से होने के साथ-साथ समिति के अध्यक्ष द्वारा नामित किए जाने वाले कोई संबंधित पणधारी होंगे। यह समिति संगत पणधारी को आमंत्रित कर सकती है। यह समिति इस अधिसूचना के उपबंधों के प्रभावी और दक्ष कार्यान्वयन के लिए सिफारिशें कर सकती है। यह समिति छः माह में कम से कम एक बार एक बैठक करेगी और वार्षिक कार्यान्वयन रिपोर्टों की समीक्षा करेगी और यह समिति, इस अधिसूचना द्वारा आज्ञापक किए गए अनुसार छः महीनों में कम से कम एक बार संगत पणधारी (को) को आमंत्रित करके राख के उपयोग की निगरानी करने के लिए पणधारी से साथ परामर्शदात्री बैठकें आयोजित करेगी। यह समिति पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय (एमओईएफसीसी) को छः मासिक रिपोर्ट प्रस्तुत करेगी।



- (4) ताप विद्युत संयंत्रों और राख के उपयोगकर्ताओं या राख आधारित उत्पादों के विनिर्माताओं के बीच के विवाद का समाधान करने के प्रयोजन से राज्य सरकारें या संघ राज्यक्षेत्र की सरकारें इस अधिसूचना के प्रकाशन की तारीख से तीन माह के भीतर राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) की अध्यक्षता में एक समिति का गठन करेंगी जिसमें विद्युत विभाग के प्रतिनिधि और एक प्रतिनिधि उस विभाग का होगा, जो विवाद वाले संबंधित अभिकरण का कार्य देख रहे हैं।
- (5) केन्द्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) द्वारा प्राधिकृत लेखा परीक्षकों द्वारा ताप विद्युत संयंत्रों और उपयोगकर्ता अभिकरणों द्वारा किए गए राख के निपटान की अनुपालन लेखा परीक्षा संचालित की जाएगी और लेखा परीक्षा की रिपोर्ट प्रत्येक वर्ष 30 नवम्बर तक केन्द्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) और संबंधित राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) को प्रस्तुत की जाएगी। केन्द्रीय प्रदूषण नियंत्रण बोर्ड (सीपीसीबी) और संबंधित राज्य प्रदूषण नियंत्रण बोर्ड (एसपीसीबी) या प्रदूषण नियंत्रण समिति (पीसीसी) लेखा परीक्षा की रिपोर्ट प्राप्त होने के पंद्रह दिनों के भीतर अनुपालन न करने वाले ताप विद्युत संयंत्रों के विरुद्ध कार्रवाई प्रारंभ करेंगे।

[फा. सं. एचएसएम-9/1/2019-एचएसएम]

नरेश पाल गंगवार, संयुक्त सचिव

उपाबंध

31 मई तक अथवा उससे पहले प्रस्तुत की जाने वाली राख संबंधी उपबंधों की अनुपालन रिपोर्ट (01 अप्रैल से 31 मार्च की अवधि के लिए)।

क्र.सं.	ब्यौरा	
1.	विद्युत संयंत्र का नाम	
2.	कंपनी का नाम	
3.	जिला	
4.	राज्य	
5.	पत्राचार के लिए डाक का पता :	
6.	ई-मेल :	
7.	विद्युत संयंत्र की संस्थापित क्षमता (मेगा वाट) :	
8.	संयंत्र लोड फैक्टर (पीएलएफ) :	
9.	उत्पादित यूनिटों की संख्या (एमडब्ल्यूएच) :	
10.	विद्युत संयंत्र के अंतर्गत कुल क्षेत्र (हेक्टेयर) (राख कुंडों के अधीन क्षेत्र सहित) :	
11.	रिपोर्टिंग की अवधि के दौरान कोयला खपत की मात्रा (प्रति वर्ष मीट्रिक टन) :	
12.	औसत राख सामग्री प्रतिशतता में (%) :	
13.	रिपोर्टिंग की अवधि के दौरान वर्तमान में उत्पादित राख की मात्रा (प्रति वर्ष मीट्रिक टन) : फ्लाई राख (प्रति वर्ष मीट्रिक टन) : बॉटम राख (प्रति वर्ष मीट्रिक टन) :	
14.	ड्राई फ्लाई राख भंडारण गड्ढा (गड्ढों) की क्षमता (मीट्रिक टन) :	
15.	रिपोर्टिंग की अवधि के दौरान वर्तमान में उत्पादित राख के उपयोग का ब्यौरा: (क) रिपोर्टिंग की अवधि के दौरान वर्तमान में उपयोग की गई राख की	



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	कुल मात्रा (एमटीपीए) : (ख) उपयोग की गई फ्लाई राख की मात्रा (एमटीपीए) : - फ्लाई-एश आधारित उत्पाद (ईट या ब्लॉक या टाइल्स या फाइबर सीमेंट शीट या पाइप या बोर्ड/पैनल) : - सीमेंट विनिर्माण : - रेडी मिक्स कंक्रीट : - राख और जीओ-पॉलिमर आधारित निर्माण सामग्री : - सिंटेड या कोल्ड बॉन्डेड राख एग्रीगेट का निर्माण : - सड़कों, सड़क और फ्लाई ओवर के पुशतों का निर्माण : - बांधों का निर्माण : - निम्न भू-क्षेत्र का भराव : - खनिज क्षेत्रों का भराव : - अधिभार वाले डम्पों में उपयोग : - कृषि : - तटीय जिलों में तटरेखा सुरक्षा संरचनाओं का निर्माण : - अन्य देशों को राख का निर्यात : - अन्य (कृपया विनिर्दिष्ट करें) : (ग) उपयोग किए गए तल के राख की मात्रा (एमटीपीए) : - फ्लाई-एश आधारित उत्पाद (ईट या ब्लॉक या टाइल्स या फाइबर सीमेंट शीट या पाइप या बोर्ड या पैनल) : - सीमेंट विनिर्माण : - रेडी मिक्स कंक्रीट : - राख और जीओ-पॉलिमर आधारित निर्माण सामग्री : - सिंटेड या कोल्ड बॉन्डेड राख एग्रीगेट का निर्माण : - सड़कों, सड़क और फ्लाईओवर के पुशतों का निर्माण : - बांधों का निर्माण : - निम्न भू-क्षेत्र का भराव : - खनिज क्षेत्रों का भराव : - अधिभार वाले डम्पों में उपयोग : - कृषि : - तटीय जिलों में तटरेखा सुरक्षा संरचनाओं का निर्माण : - अन्य देशों को राख का निर्यात : - अन्य (कृपया विनिर्दिष्ट करें) : रिपोर्टिंग की अवधि के दौरान वर्तमान में अप्रयुक्त राख की कुल मात्रा (एमटीपीए) :	
16.	रिपोर्टिंग की अवधि के दौरान वर्तमान में उत्पादित राख का प्रतिशतता उपयोग (%) :	
17.	राख कुंडों में राख के निपटान का ब्यौरा क) तारीख 31 मार्च तक (रिपोर्टिंग की अवधि को छोड़कर) राख कुण्ड (कुण्डों) में निपटान किए गए राख की कुल मात्रा (मीट्रिक टन):	



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	ख) रिपोर्टिंग की अवधि के दौरान राख कुण्ड (कुण्डों) में निपटान किए गए राख की मात्रा (मीट्रिक टन): ग) रिपोर्टिंग की अवधि के दौरान राख कुण्डों में गारा निस्सरण हेतु खपत हुए जल की कुल मात्रा (मी³): घ) राख कुण्डों की कुल संख्या: (i) सक्रिय: (ii) खाली किए गए (पुनः भरा जाना है) (iii) पुनः भरे गए: ड.) राख कुण्डों के अधीन कुल क्षेत्र (हेक्टेयर):	
18.	अलग-अलग राख कुण्ड का ब्यौरा राख कुण्ड 1,2 आदि (यदि राख कुण्डों की संख्या एक से अधिक हो, तो कृपया निम्नलिखित ब्यौरा अलग से उपलब्ध कराएं) क) स्थिति: निर्माणाधीन या सक्रिय या खाली किया गया या पुनः भरा गया ख) राख कुण्ड में राख का निपटान शुरू करने की तारीख/महीना/वर्ष या महीना/वर्ष): ग) राख कुण्ड की क्षमता पूर्ण किए जाने के पश्चात् उसमें राख निपटान रोकने की तारीख (तारीख/महीना/वर्ष या महीना/वर्ष): (सक्रिय राख कुण्डों के लिए लागू नहीं) ग) क्षेत्र (हेक्टेयर): घ) डाइक की ऊंचाई (मी.): घ) आयतन (मी³): ड.) तारीख 31 मार्च तक निपटान किए गए राख की मात्रा (मीट्रिक टन): च) उपलब्ध आयतन का प्रतिशत (%) और आगे निपटान किए जा सकने वाले राख की मात्रा (मीट्रिक टन): छ) राख कुण्ड के भरे जाने की अनुमानित अवधि (वर्षों और महीनों की संख्या): ड.) निर्देशांक (अक्षांश और देशान्तर): (कृपया न्यूनतम 4 निर्देशांकों को विनिर्दिष्ट करें) ज) राख कुण्ड में की गई लाइनिंग का प्रकार: एचडीपीई लाइनिंग या एलडीपीई लाइनिंग या क्ले लाइनिंग या कोई लाइनिंग नहीं छ) निपटान की विधि: शुष्क निपटान या नम गारा (नम गारा के मामले में कृपया विनिर्दिष्ट करें कि क्या एचसीएसडी या एमसीएसडी या एलसीएसडी है) ज) राख का अनुपात: गारा मिश्रण में जल (1:____): झ) संस्थापित और कार्यशील राख जल पुनर्चक्रण प्रणाली (एडब्ल्यूआरएस): हां या नहीं ञ) जमीन के अंदर या जल निकाय में राख कुण्ड से निस्सरित अपशिष्ट जल की मात्रा (मी³): ट) डाइक की स्थिरता का अध्ययन कराए जाने की पिछली तारीख और उस संगठन का नाम जिसने अध्ययन किया: ठ) लेखा-परीक्षा किए जाने की पिछली तारीख और उस संगठन का नाम जिसने लेखा-परीक्षा की:	
19.	उपयोग किए गए पुराने राख की मात्रा (एमटीपीए): i. फ्लाई-एश आधारित उत्पाद (ईट या ब्लॉक या टाइल्स या फाइबर	



	सीमेंट शीट या पाइप या बोर्ड या पैन्ल):	
ii.	सीमेंट विनिर्माण:	
iii.	रेडी मिक्स कंक्रीट:	
iv.	राख और जीओ-पॉलिमर आधारित निर्माण सामग्री:	
v.	सिंटर्ड या कोल्ड बॉन्डेड राख एग्रीगेट का निर्माण:	
vi.	सड़कों, सड़क और फ्लाई ओवर के पुश्तों का निर्माण:	
vii.	बांधों का निर्माण:	
viii.	निम्न भू-क्षेत्र का भराव:	
ix.	खनिज क्षेत्रों का भराव:	
x.	अधिभार वाले डम्पों में उपयोग:	
xi.	कृषि:	
xii.	तटीय जिलों में तटरेखा सुरक्षा संरचनाओं का निर्माण:	
xiii.	अन्य देशों को राख का निर्यात	
xiv.	अन्य (कृपया विनिर्दिष्ट करें):	
20.	सार :	
	व्यौरा	मृजित मात्रा (एमटीपी)
		उपयोग की गई मात्रा (एमटीपी) और (%)
		शेष मात्रा (एमटीपी)
	रिपोर्टिंग की अवधि के दौरान राख	
	पुरानी राख	
	कुल	
21.	कोई अन्य सूचना : वार्षिक अनुपालन रिपोर्ट, और विद्युत संयंत्रों और राख कुण्डों की शेष फाइलों की सॉफ्ट कॉपी ई-मेल:- moefcc-coalash@gov.in पर भेजी जाए।	
22.	प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर	

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE

NOTIFICATION

New Delhi, the 31st December, 2021

S.O. 5481(E).—Whereas by notification of the Government of India in the erstwhile Ministry of Environment and Forests *vide* S.O.763 (E), dated the 14th September, 1999, as amended from time to time, the Central Government, issued directions for restricting the excavation of top soil for manufacturing of bricks and promoting the utilisation of fly ash in the manufacturing of building materials and in construction activity within a specified radius of three hundred kilometres from the coal or lignite based thermal power plants;

And whereas, to implement the aforesaid notification more effectively based on the polluter pays principle (PPP) thereby ensuring 100 per cent utilisation of fly ash by the coal or lignite based thermal power plants and for the sustainability of the fly ash management system, the Central Government reviewed the existing notification; and whereas environmental compensation needs to be introduced based on the polluter pays principle;



And whereas, there is a need to conserve top soil by promoting manufacture and mandating use of ash based products and building materials in the construction sector;

And whereas, there is a need to conserve top soil and natural resources by promoting utilisation of ash in road laying, road and flyover embankments, shoreline protection measures, low lying areas of approved projects, backfilling of mines, as an alternative for filling of earthen materials;

And whereas, it is necessary to protect the environment and prevent the dumping and disposal of fly ash discharged from coal or lignite based thermal power plants on land;

And whereas, in the said notification the phrase 'ash', has been used which includes both fly ash as well as bottom ash generated from the Coal or Lignite based thermal power plants;

And whereas, the Central Government intends to bring out a comprehensive framework for ash utilisation including system of environmental compensation based on polluter pays principle;

And whereas, a draft notification on ash utilisation by coal or lignite thermal power plants in supersession of the notification of the Government of India, Ministry of Environment and Forests published in the Gazette of India, Extra Ordinary part II, section 3, sub-section (i) *vide* S.O.763 (E), dated the 14th September, 1999, by notification in exercise of the powers conferred under sub-section (1) and clause (v) of sub-section (2) of section 3 of the Environment (Protection) Act, 1986 (29 of 1986) read with clause (d) of sub-rule (3) of rule (5) of the Environment (Protection) Rules, 1986, was published in the Gazette of India, Extraordinary, Part II, section 3, sub-section (i), *vide* G.S.R. 285(E), dated the 22nd April, 2021 inviting objections and suggestions from all persons likely to be affected thereby before the expiry of sixty days from the date on which copies of the Gazette containing the said draft provisions were made available to the public;

And, whereas all the objections and suggestions received from all persons likely to be affected thereby in respect of the said draft notification have been duly considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) and clause (v) of sub-section (2) of section 3 of the Environment (Protection) Act, 1986 (29 of 1986) read with clause (d) of sub-rule (3) of rule (5) of the Environment (Protection) Rules, 1986, and in supersession of the Notification S.O.763 (E), dated the 14th September, 1999 except as respect things done or omitted to be done before such supersession, the Central Government hereby issues the following notification on ash utilisation from coal or lignite thermal power plants which shall come into force on the date of the publication of this notification, namely:-

A. Responsibilities of thermal power plants to dispose fly ash and bottom ash.—

- (1) Every coal or lignite based thermal power plant (including captive or co-generating stations or both) shall be primarily responsible to ensure 100 per cent utilisation of ash (fly ash, and bottom ash) generated by it in an eco-friendly manner as given in sub-paragraph (2);
- (2) The ash generated from coal or lignite based thermal power plants shall be utilised only for the following eco-friendly purposes, namely:-
 - (i) Fly ash based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;
 - (ii) Cement manufacturing, ready mix concrete;
 - (iii) Construction of road and fly over embankment, Ash and Geo-polymer based construction material;
 - (iv) Construction of dam;
 - (v) Filling up of low lying area;
 - (vi) Filling of mine voids;
 - (vii) Manufacturing of sintered or cold bonded ash aggregate;
 - (viii) Agriculture in a controlled manner based on soil testing;
 - (ix) Construction of shoreline protection structures in coastal districts;



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- (x) Export of ash to other countries;
- (xi) Any other eco-friendly purpose as notified from time to time.
- (3) A committee shall be constituted under the chairmanship of Chairman, Central Pollution Control Board (CPCB) and having representatives from Ministry of Environment, Forest and Climate Change (MoEFCC), Ministry of Power, Ministry of Mines, Ministry of Coal, Ministry of Road Transport and Highways, Department of Agricultural Research and Education, Institute of Road Congress, National Council for Cement and Building Materials, to examine and review and recommend the eco-friendly ways of utilisation of ash and make inclusion or exclusion or modification in the list of such ways as mentioned in Sub-paragraph (2) based on technological developments and requests received from stakeholders. The committee may invite State Pollution Control Board or Pollution Control Committee, operators of thermal power plants and mines, cement plants and other stakeholders as and when required for this purpose. Based on the recommendations of the Committee, Ministry of Environment, Forest and Climate Change (MoEFCC) may publish such eco-friendly purpose.
- (4) Every coal or lignite based thermal power plant shall be responsible to utilise 100 per cent ash (fly ash and bottom ash) generated during that year, however, in no case shall utilisation fall below 80 per cent in any year, and the thermal power plant shall achieve average ash utilisation of 100 per cent in a three years cycle:

Provided that the three years cycle applicable for the first time is extendable by one year for the thermal power plants where ash utilisation is in the range of 60-80 per cent, and two years where ash utilisation is below 60 per cent and for the purpose of calculation of percentage of ash utilisation, the percentage quantity of utilisation in the year 2021 - 2022 shall be taken into account as per the table below:

Utilisation percentages of thermal power plants	First compliance Cycle to meet 100 per cent utilisation	Second compliance cycle onwards, to meet 100 per cent utilisation
>80 per cent	3 years	3 years
60-80 per cent	4 years	3 years
<60 per cent	5 years	3 years

Provided further that the minimum utilisation percentage of 80 per cent shall not be applicable to the first year and first two years of the first compliance cycle for the thermal power plants under the utilisation category of 60-80 per cent and <60 per cent, respectively.

Provided also that 20per cent of ash generated in the final year of compliance cycle may be carried forward to the next cycle which shall be utilised in the next three years cycle along with the ash generated during that cycle.

- (5) The unutilised accumulated ash i.e. legacy ash, which is stored before the publication of this notification, shall be utilised progressively by the thermal power plants in such a manner that the utilization of legacy ash shall be completed fully within ten years from the date of publication of this notification and this will be over and above the utilisation targets prescribed for ash generation through current operations of that particular year:

Provided that the minimum quantity of legacy ash in percentages as mentioned below shall be utilised during the corresponding year and the minimum quantity of legacy ash is to be calculated based on the annual ash generation as per installed capacity of thermal power plant.

Year from date of publication	1 st	2 nd	3 rd -10 th
Utilisation of legacy ash (in percentage of Annual ash)	At least 20 per cent	At least 35 per cent	At least 50 per cent



Provided further that the legacy ash utilisation shall not be required where ash pond or dyke has stabilised and the reclamation has taken place with greenbelt or plantation and the concerned State Pollution Control Board shall certify in this regard. Stabilisation and reclamation of an ash pond or dyke including certification by the Central Pollution Control Board (CPCB) or State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) shall be carried out within a year from the date of publication of this notification. The ash remaining in all other ash ponds or dykes shall be utilised in progressive manner as per the above mentioned timelines.

Note: The obligations under sub-paragraph (4) and (5) above for achieving the ash utilisation targets shall be applicable from 1st April, 2022.

- (6) Any new as well as operational thermal power plant may be permitted an emergency or temporary ash pond with an area of 0.1 hectare per Mega Watt (MW). Technical specifications of ash ponds or dykes shall be as per the guidelines of Central Pollution Control Board (CPCB) made in consultation with Central Electricity Authority (CEA) and these guidelines shall also lay down a procedure for annual certification of the ash pond or dyke on its safety, environmental pollution, available volume, mode of disposal, water consumption or conservation in disposal, ash water recycling and greenbelt, etc., and shall be put in place within three months from the date of publication of this notification.
- (7) Every coal or lignite based thermal power plant shall ensure that loading, unloading, transport, storage and disposal of ash is done in an environmentally sound manner and that all precautions to prevent air and water pollution are taken and status in this regard shall be reported to the concerned State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) in Annexure attached to this notification.
- (8) Every coal or lignite based thermal power plant shall install dedicated silos for storage of dry fly ash silos for at least sixteen hours of ash based on installed capacity and it shall be reported upon to the concerned State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) in the Annexure and shall be inspected by Central Pollution Control Board (CPCB) or State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) from time to time.
- (9) Every coal or lignite based thermal power plant (including captive or co-generating stations or both) shall provide real time data on daily basis of availability of ash with Thermal Power Plant (TPP), by providing link to Central Pollution Control Board's web portal or mobile phone App for the benefit of actual user(s).
- (10) Statutory obligation of 100 per cent utilisation of ash shall be treated as a change in law, wherever applicable.

B. For the purpose of utilisation of ash, the subsequent sub-paras shall apply.—

- (1) All agencies (Government, Semi-government and Private) engaged in construction activities such as road laying, road and flyover embankments, shoreline protection structures in coastal districts and dams within 300 kms from the lignite or coal based thermal power plants shall mandatorily utilise ash in these activities:

Provided that it is delivered at the project site free of cost and transportation cost is borne by such coal or lignite based thermal power plants.

Provided further that thermal power plant may charge for ash cost and transportation as per mutually agreed terms, in case thermal power plant is able to dispose the ash through other means and those agencies makes a request for it and the provisions of ash free of cost and free transportation shall be applicable, if thermal power plant serves a notice on the construction agency for the same.

- (2) The utilisation of ash in the said activities shall be carried out in accordance with specifications and guidelines laid down by the Bureau of Indian Standards, Indian Road Congress, Central Building Research Institute, Roorkee, Central Road Research Institute, Delhi, Central Public Works Department, State Public Works Departments and other Central and State Government Agencies.



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- (3) It shall be obligatory on all mines located within 300 kilometres radius of thermal power plant, to undertake backfilling of ash in mine voids or mixing of ash with external Overburden dumps, under Extended Producer Responsibility (EPR). All mine owners or operators (Government, Public and Private Sector) within three hundred kilometres (by road) from coal or lignite based thermal power plants, shall undertake measures to mix at least 25 per cent of ash on weight to weight basis of the materials used for external dump of overburden, backfilling or stowing of mine (running or abandoned as the case may be) as per the guidelines of the Director General of Mines Safety (DGMS):

Provided that such thermal power stations shall facilitate the availability of required quantity of ash by delivering ash free of cost and bearing the cost of transportation or cost of transportation arrangement decided on mutually agreed terms and mixing of ash with overburden in mine voids and dumps shall be applicable for the overburden generated from the date of publication of this notification and the utilisation of ash in the said activities shall be carried out in accordance with guidelines laid down by the Central Pollution Control Board, Director General of Mines Safety and Indian Bureau of Mines.

Explanation.- For the purpose of this sub-paragraph, it is also clarified that the provisions of ash free of cost and free transportation shall be applicable, if thermal power plants serve a notice on the mine owner for the same and the mandate of using 25 per cent of ash for mixing with overburden dump and filling up of mine voids shall not be applicable unless a notice is served on the mine owner by thermal power plant.

- (4) (i) All mine owners shall get mine closure plans (progressive and final) to accommodate ash in the mine voids and the concerned authority shall approve mine plans for disposal of ash in mine voids and mixing of ash with overburden dumps. The Ministry of Environment, Forest and Climate Change (MoEFCC) has issued guidelines on 28th August, 2019 regarding exemption of requirement of Environmental Clearance of thermal power plants and coal mines along with the guidelines to be followed for such disposal.
- (ii) The Ministry in consultation with Central Pollution Control Board (CPCB), Director General of Mine Safety (DGMS) and Indian Bureau of Mines (IBM) may issue further guidelines time to time to facilitate ash disposal in mine voids and mixing with overburden dumps and it shall be the responsibility of mine owners to get the necessary amendments or modifications in the permissions issued by various regulatory authorities within one year from the date of identification of such mines,
- (5) (i) There shall be a committee headed by Chairperson, Central Pollution Control Board (CPCB) with representatives from Ministry of Environment, Forest and Climate Change, Ministry of Power, Ministry of Mines, Ministry of Coal, Director General of Mine Safety and Indian Bureau of Mines for identification of mines for backfilling of mine voids with ash or mixing of ash with overburden dump including examination of safety, feasibility (not economic feasibility) and aspects of environmental contamination and the committee shall get updated quarterly reports prepared regarding identified mines (both underground and opencast) for the stakeholder Ministries or Departments and the committee shall start identifying the suitable mines immediately after the publication of this notification.
- (ii) Thermal power plants or mines shall not wait for disposal of ash till the identification is done by the above mentioned committee, to meet the utilisation targets mandated as above.
- (6) Filling of low lying areas with ash shall be carried out with prior permission of the State Pollution Control Board or Pollution Control Committee for approved projects, and in accordance with guidelines laid down by Central Pollution Control Board (CPCB) and the State Pollution Control Board or Pollution Control Committee (PCC) shall publish approved sites, location, area and permitted quantity annually on its website.
- (7) Central Pollution Control Board after engaging relevant stakeholders, shall put in place the guidelines within one year for all types of activities envisaged under this notification including putting in place time bound online application process for the grant permission by State Pollution Control Boards (SPCBs) or Pollution Control Committees (PCCs).



- (8) All building construction projects (Central, State and Local authorities, Govt. undertakings, other Govt. agencies and all private agencies) located within a radius of three hundred kilometres from a coal or lignite based thermal power plant shall use ash bricks, tiles, sintered ash aggregate or other ash based products, provided these are made available at prices not higher than the price of alternative products.
- (9) Manufacturing of ash based products and use of ash in such products shall be in accordance with specifications and guidelines laid down by the Bureau of Indian Standards, Indian Road Congress, and Central Pollution Control Board.

C. Environmental compensation for non-compliance.—

- (1) In the first two years of a three years cycle, if the coal or lignite based thermal power plant (including captive or co-generating stations or both) has not achieved at least 80 per cent ash (fly ash and bottom ash) utilisation, then such non-compliant thermal power plants shall be imposed with an environmental compensation of Rs. 1000 per ton on unutilised ash during the end of financial year based on the annual reports submitted and if it is unable to utilise 100 per cent of ash in the third year of the three years cycle, it shall be liable to pay an environmental compensation of Rs. 1000 per ton on the unutilised quantity on which environmental compensation has not been imposed earlier:

Provided that the environmental compensation shall be estimated and imposed at the end of last year of the first compliance cycle as per the various utilisation categories as mentioned in sub-paragraph (4) of Para A.

- (2) Environmental compensation collected by the authorities shall be deposited in the designated account of Central Pollution Control Board.
- (3) In case of legacy ash, if the coal or lignite based thermal power plant (including captive or co-generating stations or both) has not achieved utilisation equivalent to at least 20 per cent (for the first year), 35 per cent (for the second year), 50 per cent (for third to tenth year) of ash generated based on installed capacity, an environmental compensation of Rs. 1000 per ton of unutilised legacy ash during that financial year shall be imposed and if the utilization of legacy ash is not completed at the end of 10 years, an environmental compensation of Rs.1000 per ton shall be imposed on the remaining unutilised quantity which has not been imposed earlier.
- (4) It shall be the responsibility of the transporters or vehicle owner to deliver ash to authorised purchaser or user agency and if it is not complied, then an environmental compensation of Rs. 1500 per ton on such quantity as mis-delivered to unauthorised users or non- delivered to authorised users will be imposed besides prosecution of such non-compliant transporters by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC).
- (5) It is the responsibility of the purchasers or user agencies to utilise ash in an eco-friendly manner as laid down at para B of this notification and if it is not complied, then an environmental compensation of Rs. 1500 or per ton shall be imposed by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC).
- (6) If the user agencies do not utilise ash to the extent obligated under para B or the extent to which they have been intimated through Notice(s) served under sub-paragraph (1) of para D, whichever is lower, they shall be liable to pay Rs. 1500 per ton of ash for the quantity they fall short off:

Provided that the environmental compensation on building constructions shall be levied at Rs.75/- per square feet of built up area of construction.

- (7) (i) The environmental compensation collected by Central Pollution Control Board from the thermal power plants and other defaulters shall be used towards the safe disposal of the unutilised ash and the fund may also be utilised for advancing research on use of ash including ash based products.

(ii) The liability of ash utilisation shall be with thermal power plants even after imposition of environmental compensation on unutilised quantities and in case thermal power plant achieves the ash utilisation of any



particular cycle after imposition of environmental compensation in subsequent cycles, the said amount shall be returned to thermal power plant after deducting 10 per cent of the environmental compensation collected on the unutilised quantity during the next cycle and deduction of 20 per cent, 30 per cent, and so on, of the environmental compensation collected is to be made in case of utilisation of ash in subsequent cycles.

D. Procedure for supply of ash or ash based products.—

- (1) The owner of thermal power plants or manufacturers of ash bricks or tiles or sintered ash aggregate shall serve written notice to persons or agencies who are liable to utilise ash or ash based products, offering for sale, or transport or both.
- (2) Persons or user agencies who have been served notices by owner of thermal power plants or manufacturers of ash bricks or tiles or sintered ash aggregate, if they have already tied up with other agencies for the purpose of utilisation of ash or ash products, shall inform the thermal power plant accordingly, if they cannot use any ash or ash products or use reduced quantity.

E. Enforcement, Monitoring, Audit and Reporting.—

- (1) The Central Pollution Control Board (CPCB) and the concerned State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) shall be the enforcing and monitoring authority for ensuring compliance of the provisions and shall monitor the utilisation of ash on quarterly basis. Central Pollution Control Board shall develop a portal for the purpose within six months of date of publication of the notification. The concerned District Magistrate shall have concurrent jurisdiction for enforcement and monitoring of the provisions of this notification.
- (2) (i) Thermal power plants shall upload monthly information regarding ash generation and utilisation by 5th of the next month on the web portal. Annual implementation report (for the period 1st April to 31st March) providing information about the compliance of provisions in this notification shall be submitted by the 30th day of April, every year to the Central Pollution Control Board, concerned State Pollution Control Board or Pollution Control Committee (PCC), Central Electricity Authority (CEA), and concerned Integrated Regional Office of Ministry of Environment, Forest and Climate Change by the coal or lignite based thermal power plants. Central Pollution Control Board and Central Electricity Authority shall compile the annual reports submitted by all the thermal power plants and submit to Ministry of Environment, Forest and Climate Change by 31st May.
- (ii) All other user agencies shall submit consumption or utilisation or disposal of ash and use of ash based products as mandated in this notification in the compliance report of Environmental Clearance (EC) issued by Ministry of Environment, Forest and Climate Change or State Level Environment Impact Assessment Authority (SEIAA) or Consent to Operate (CTO) issued by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC), whichever is applicable. The Central Pollution Control Board (CPCB) or State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) shall publish annual report of ash utilisation of all other agencies except thermal power plants to review the effective implementation of the provisions of the notification.
- (3) For the purpose of monitoring the implementation of the provisions of this notification, a committee shall be constituted under the Chairperson, Central Pollution Control Board (CPCB), with members from Ministry of Power, Ministry of Coal, Ministry of Mines, Ministry of Environment, Forest and Climate Change, Ministry Road Transportation and Highways, Department of Heavy Industry as well as any concerned stakeholder(s), to be nominated by the Chairman of the committee. The committee may make recommendations for effective and efficient implementation of the provisions of the notification. The committee shall meet at least once in six months and review annual implementation reports and the committee shall also hold stakeholder consultations for monitoring of ash utilisation as mandated by this notification by inviting relevant stakeholder(s) at least once in six months. The committee shall submit the six monthly report to Ministry of Environment, Forest and Climate Change (MoEFCC).



- (4) For the purpose of resolving disputes between thermal power plants and users of ash or manufacturer of ash based products, the State Governments or Union territory administration constitute a Committee within three months from the date of publication of this notification under the Chairman, State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) with representatives from Department of Power, and one representative from the Department which deals with the subject of concerned agency with which dispute is made.
- (5) The compliance audit for ash disposal by the thermal power plants and the user agency shall be conducted by auditors, authorised by Central Pollution Control Board (CPCB) and audit report shall be submitted to Central Pollution Control Board (CPCB) and concerned State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) by 30th November every year. Central Pollution Control Board (CPCB) and concerned State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) shall initiate action against non-compliant thermal power plants within fifteen days of receipt of audit report.

[F. No. HSM-9/1/2019-HSM]
NARESH PAL GANGWAR, Jt. Secy.

Annexure

Ash Compliance Report (for the period 1st April-31st March) to be submitted on or before 31st May.

Sl. No.	Details	
1.	Name of Power Plant	
2.	Name of the company	
3.	District	
4.	State	
5.	Postal address for communication:	
6.	E-mail:	
7.	Power Plant installed capacity (MW):	
8.	Plant Load Factor (PLF):	
9.	No. of units generated (MWh):	
10.	Total area under power plant (ha): (including area under ash ponds)	
11.	Quantity of coal consumption during reporting period (Metric Tons per Annum):	
12.	Average ash content in percentage (per cent):	
13.	Quantity of current ash generation during reporting period (Metric Tons per Annum): Fly ash (Metric Tons per Annum): Bottom ash (Metric Tons per Annum):	
14.	Capacity of dry fly ash storage silo(s) (Metric Tons) :	
15.	Details of utilisation of current ash generated during reporting period (a) Total quantity of current ash utilised (MTPA) during reporting period: (b) Quantity of fly ash utilised (MTPA): (i) Fly ash based products (bricks or blocks or tiles or fibre cement sheets or pipes or boards or panels) (ii) Cement manufacturing:	



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	(iii) Ready mix concrete: (iv) Ash and Geo-polymer based construction material: (v) Manufacturing of sintered or cold bonded ash aggregate: (vi) Construction of roads, road and fly over embankment: (vii) Construction of dams: (viii) Filling up of low lying area: (ix) Filling of mine voids: (x) Use in overburden dumps: (xi) Agriculture: (xii) Construction of shoreline protection structures in coastal districts; (xiii) Export of ash to other countries: (xiv) Others (please specify): (c) Quantity of bottom ash utilised (MTPA): (i) Fly ash based products (bricks or blocks or tiles or fibre cement sheets or pipes or boards or panels): (ii) Cement manufacturing: (iii) Ready mix concrete: (iv) Ash and Geo-polymer based construction material: (v) Manufacturing of sintered or cold bonded ash aggregate: (vi) Construction of roads, road and flyover embankment: (vii) Construction of dams: (viii) Filling up of low lying area: (ix) Filling of mine voids: (x) Use in overburden dumps: (xi) Agriculture: (xii) Construction of shoreline protection structures in coastal districts: (xiii) Export of ash to other countries: (xiv) Others (please specify): Total quantity of current ash unutilised (MTPA) during reporting period:	
16.	Percentage utilisation of current ash generated during reporting period (per cent):	
17.	Details of disposal of ash in ash ponds (a) Total quantity of ash disposed in ash pond(s) (Metric Tons) as on 31st March (excluding reporting period): (b) Quantity of ash disposed in ash pond(s) during reporting period (Metric Tons): (c) Total quantity of water consumption for slurry discharge into ash ponds during reporting period (m³): (d) Total number of ash ponds: (i) Active: (ii) Exhausted (yet to be reclaimed): (iii) Reclaimed: (e) total area under ash ponds (ha):	
18.	Individual ash pond details <i>Ash pond-1,2, etc (please provide below mentioned details separately, if number of ash ponds is more than one)</i> (a) Status: Under construction or Active or Exhausted or	



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[भाग II—खण्ड 3(ii)]

भारत का राजपत्र : असाधारण

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	Reclaimed (b) Date of start of ash disposal in ash pond (DD/MM/YYYY or MMYYYY): (c) Date of stoppage of ash disposal in ash pond after completing its capacity (DD/MM/YYYY or MM/YYYY): (Not applicable for active ash ponds) (c) area (hectares): (d) dyke height (m): (d) volume (m ³): (e) quantity of ash disposed as on 31 st March (Metric Tons): (f) available volume in percentage (per cent) and quantity of ash can be further disposed (Metric Tons): (g) expected life of ash pond (number of years and months): (e) co-ordinates (Lat and Long): (please specify minimum 4 co-ordinates) (f) type of lining carried in ash pond: HDPE lining or LDPE lining or clay lining or No lining g) mode of disposal: Dry disposal or wet slurry (in case of wet slurry please specify whether HCSD or MCSD or LCSD) (h) Ratio of ash: water in slurry mix (1:___): (i) Ash water recycling system (AWRS) installed and functioning: Yes or No (j) Quantity of wastewater from ash pond discharged into land or water body (m3): (k) Last date when the dyke stability study was conducted and name of the organisation who conducted the study: (l) Last date when the audit was conducted and name of the organisation who conducted the audit:									
19.	Quantity of legacy ash utilised (MTPA): i. Fly ash based products (bricks or blocks or tiles or fibre cement sheets or pipes or boards or panels): ii. Cement manufacturing: iii. Ready mix concrete: iv. Ash and Geo-polymer based construction material: v. Manufacturing of sintered or cold bonded ash aggregate: vi. Construction of roads, road and flyover embankment: vii. Construction of dams: viii. Filling up of low lying area: ix. Filling of mine voids: x. Use in overburden dumps: xi. Agriculture: xii. Construction of shoreline protection structures in coastal districts: xiii. Export of ash to other countries: xiv. Others (please specify):									
20.	Summary: <table border="1"> <thead> <tr> <th>Details</th> <th>Quantity generated (MTP)</th> <th>Quantity utilised (MTP) and (per cent)</th> <th>Balance quantity (MTP)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Details	Quantity generated (MTP)	Quantity utilised (MTP) and (per cent)	Balance quantity (MTP)					
Details	Quantity generated (MTP)	Quantity utilised (MTP) and (per cent)	Balance quantity (MTP)							



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	Current ash during reporting period			
	Legacy ash			
	Total			
21.	Any other information: Soft copy of the annual compliance report, and shape files of power plant and ash ponds may be e-mailed to:- moefcc-coalash@gov.in			
22.	Signature of Authorised Signatory			



'6'

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दामोदर घाटी निगम
DAMODAR VALLEY CORPORATION

No. CE/RTPS/EM&PC/Fly Ash/ 8 2

Date: 24/05/2022

To,

M/s Ashtech (India) Pvt. Ltd.,
9th Floor, Ashford Centre,
Oppt peninsula Corp Park,
Lower Parel West, Mumbai 400013.
Mob no. 9223051303

E-mail.: sanjay@ashtechindia.net

Subj.: Letter of Award (LOA) for lifting of Dry Fly Ash from ESP hopper of unit # 1&2, RTPS, DVC through bagging.

Ref.: Your successful participation in e-auction no. MSTC/ERO/RTPS,DAMODAR VALLEY CORPORATION/ 2/DUMDUMI,P.O.-NILDHI/21-22/29871(317701) dated 06/04/2022.

Dear Sir,

With reference to the above DVC is pleased to place Letter of Award (LOA) on you for lifting of Dry Fly Ash from ESP hopper of unit # 1&2, RTPS, DVC through bagging as per following terms and conditions:

1. **Yearly quantity of Dry Fly Ash:** 1,20,000 MT (@ 10,000 MT/ month approx.) subject to availability.
2. **Rate of supply of Dry Fly Ash** is Rs. 50 /MT excluding GST and Taxes.
3. **Yearly contract value** Rs. 60,00,000 (Rupees Sixty lakhs only) excluding GST and Taxes.
4. **Monthly contract value** Rs. 5,00,000 (Rupees Five lakhs only) excluding GST and Taxes.
5. **Contract Period:** One year from the date of commencement of work with validity of BG.
6. **Payment Term:** Supply of DFA shall be made against advance payment on monthly basis. All bank charges shall be borne by you.
7. **Security Deposit - cum - Contract Performance Guarantee (CPG):** You have to submit BG of Rs. 3,00,000 (5% of the contract value) against CPG within 15 days from the issue of LOA.

Rest all other terms and conditions shall be as per attached Annexure-I and Catalogue auction no. STC/ERO/RTPS,DAMODAR VALLEY CORPORATION/ 2/DUMDUMI,P.O.-NILDHI/21-22/29871(317701) dated 06/04/2022.

Enclosed: Annexure-I

Yours faithfully,

[Signature]
24/05/22
Superintending Engineer (M),
EM&PC, DVC: RTPS.



Raghunathpur Thermal Power Station, Raghunathpur, Dist- Purulia (WB)- 723133,
DVC – Powering Yesterday, Today & Tomorrow

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दामोदरघाटीनिगम DAMODAR VALLEY CORPORATION

No.: CE/RTPS/EM&PC/Fly Ash/ 197

Date: 27/07/2022

To,
M/s. PUJA E F BRICKS,
Vill: Hulka, Post: Chakra,
Dist: Purulia, Pin no. 723149
Mobile: 9851289300

Email: pujaefbricks@gmail.com,

Sub: - Permission for Lifting/Utilization of Dry Fly Ash from Silo, RTPS.

Ref.: 1. Your successful participation in e-auction No.MSTC/ERO/RTPS, DAMODAR VALLEY CORPORATION/2/DUMDUMI,P.O.-NILDHI/22-23/6952 dated 09/06/2022.
2. Letter of Award (LOA) No.: CE/RTPS/EM&PC/Fly Ash/ 136 , Dated 21/06/2022

Dear Sir,

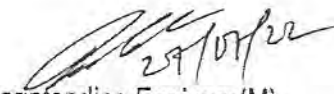
With reference to above, DAMODAR VALLEY CORPORATION is pleased to permit you for lifting of Dry Fly Ash (DFA) from Ash Silo of U#1&2 of RTPS, DVC, subject to the terms and condition laid down in the LOA under ref. (2). It is to be noted that delivery shall be made against advance payment in accordance with Annexure-I, Clause no. 10 of LOA. You have already submitted a BG, vide no 01982ILG000722 dated 16/07/2022 of Rs. 60000/- (Rupees Sixty thousand only) with BG-validity period up to 16/07/2023 and Claim period up to 16/10/2023. **Validity of DFA lifting contract at RTPS from 17/08/2022 to 16-08-2023. Rate of supply of Dry Fly Ash (DFA) is Rs. 60/MT excluding GST and Taxes.**

In case of failure of lifting of Fly ash arises leading to breaches of contract, DVC will have right to supply dry fly ash to other party without waiting for issuance of termination of contract.

Obtaining of gate pass permissions from CISF, RTPS for entry and exit of Ash Bulklers through Naragoria gate shall have to be carried out through SE(M) / DCE (M), EM&PC, RTPS, DVC.

Please acknowledge receipt and convey your acceptance by return post/email within 10 days to the undersigned.

Yours faithfully,


Superintending Engineer(M),
EM&PC, DVC, RTPS



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दामोदरघाटीनिगम DAMODAR VALLEY CORPORATION

No.: CE/RTPS/EM&PC/Fly Ash/ 198

Date: 27/07/2022

To,
M/s. ACC Limited,
Damodar Cement works,
Madhukunda, PO. Sunuri,
Dist- Purulia-723121(WB)
Mobile: 7044062512, 7738626094

Email: devitutt.mishra@acclimited.com,
sandeepkumar.gupta@acclimited.com

Sub: - Permission for Lifting/Utilization of Dry Fly Ash from, Silo RTPS.

- Ref.: 1. Your successful participation in e-auction No.MSTC/ERO/RTPS, DAMODAR VALLEY CORPORATION/2/DUMDUMI,P.O.-NILDHI/22-23/6952 dated 09/06/2022
2. Letter of Award (LOA) No.: CE/RTPS/EM&PC/Fly Ash/138, Dated 21/06/2022

Dear Sir,

With reference to above, DAMODAR VALLEY CORPORATION is pleased to permit you for lifting of Dry Fly Ash (DFA) from Ash Silo of U#1&2 of RTPS, DVC, subject to the terms and condition laid down in the LOA under ref. (2). It is to be noted that delivery shall be made against advance payment in accordance with Annexure-I, clause no. 10 of LOA. You have already submitted a Scan copy of the BG No: 560GT01221860001 dated 05/07/2022 of Rs. 7,80,000/- (Rupees Seven lakh eighty thousand only) with BG-validity period up to 16/08/2023 and Claim period up to 15/08/2024. Validity of DFA lifting contract at RTPS from 17/08/2022 to 16-08-2023. Rate of supply of Dry Fly Ash (DFA) is Rs. 60/MT excluding GST and Taxes.

In case of failure of lifting of Fly ash arises leading to breaches of contract, DVC will have right to supply dry fly ash to other party without waiting for issuance of termination of contract

Obtaining of gate pass permissions from CISF, RTPS for entry and exit of Ash Bulklers through Naragoria gate shall have to be carried out through SE(M) / DCE (M), EM&PC, RTPS, DVC.

Please acknowledge receipt and convey your acceptance by return post/email within 10 days to the undersigned.

Yours faithfully,

27/07/22
Superintending Engineer(M),
EM&PC, DVC, RTPS



Raghunathpur Thermal Power Station, Raahunathpur, Dist. Purulia, West Bengal

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दामोदरघाटीनिगम
DAMODAR VALLEY CORPORATION

No.: CE/RTPS/EM&PC/Fly Ash/ 199

Date: 27/07/2022

To,
M/s. B S R FLYASH BRICKS,
Vill: Fotudih (Podlara), Post: Chharrah,
Dist: Purulia, Pin no. 723147.
Mobile: 8016359923

Email: bsrflyashbricks@gmail.com

Sub: - Permission for Lifting/Utilization of Dry Fly Ash from Silo, RTPS.

Ref.: 1. Your successful participation in e-auction No.MSTC/ERO/RTPS, DAMODAR VALLEY CORPORATION/2/DUMDUMI,P.O.-NILDHI/22-23/6952 dated 09/06/2022.
2. Letter of Award (LOA) No.: CE/RTPS/EM&PC/Fly Ash/ 137 , Dated 21/06/2022

Dear Sir,

With reference to above, DAMODAR VALLEY CORPORATION is pleased to permit you for lifting of Dry Fly Ash (DFA) from Ash Silo of U#1&2 of RTPS, DVC, subject to the terms and condition laid down in the LOA under ref. (2). It is to be noted that delivery shall be made against advance payment in accordance with Annexure-I, Clause no. 10 of LOA. You have already submitted a BG, vide no 220060IBGP00080 dated 02/07/2022 of Rs. 60000/- (Rupees Sixty thousand only) with BG-validity period up to 16/08/2023 and Claim period up to 16/08/2024. **Validity of DFA lifting contract at RTPS from 17/08/2022 to 16-08-2023. Rate of supply of Dry Fly Ash (DFA) is Rs. 60/MT excluding GST and Taxes.**

In case of failure of lifting of Fly ash arises leading to breaches of contract, DVC will have right to supply dry fly ash to other party without waiting for issuance of termination of contract.

Obtaining of gate pass permissions from CISF, RTPS for entry and exit of Ash Bulklers through Naragoria gate shall have to be carried out through SE(M) / DCE (M), EM&PC, RTPS, DVC.

Please acknowledge receipt and convey your acceptance by return post/email within 10 days to the undersigned.

Yours faithfully,


Superintending Engineer M),
EM&PC, DVC, RTPS



Raghunathpur Thermal Power Station, Raghunathpur, Dist- Purulia (WB)- 723133,
DVC - Powering Yesterday, Today & Tomorrow

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AK 120292

"MEMORANDUM OF UNDERSTANDING"

MEMORANDUM OF UNDERSTANDING FOR BEARING TRANSPORTATION COST OF POND ASH / BOTTOM ASH FROM RTPS (RAGHUNATHPUR THERMAL POWER STATION), DVC, RAGHUNATHPUR TO ROAD CONSTRUCTION PROJECTS OF NHAI AS FOLLOWS:

This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899.

FOUR LANING OF PURULIA BYPASS SECTION OF NH-32

The Memorandum of Understanding (MOU in short) is made on 24th day of March- 2022 by and between Damodar Valley Corporation (DVC in short) established under DVC Act, 1948 (Act No. XIV of 1948) and having its Registered Office at DVC Towers, VIP Road, Kolkata-700054, West Bengal and having one of its coal based thermal power station namely Raghunathpur Thermal Power Station, Raghunathpur, PIN- 723133, West Bengal herein referred to "RTPS" (which expression shall unless repugnant to the context or meaning there of "RTPS" includes its successors and assigns) on first part.

And

National Highways Authority of India (NHAI) having its registered office at Project Implementation Unit, NHAI Complex, Sector-2(A), Bidhannagar, Durgapur-713212 referred as "PROJECT DIRECTOR, PIU, DURGAPUR" (which expression shall unless repugnant to the context or meaning of includes its successors and assigns) on second part.

Suman
24/3/2022
आम्यता व परियोजना प्रभान
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



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WHEREAS DVC has amongst other, a thermal power station at Raghunathpur, Dist.-Purulia, PIN-723133, State-West Bengal known as RTPS.

AND WHEREAS in the operation of said RTPS, 5000-5500 MT of ash per day is generated and RTPS intends to bear cost of evacuation, loading, transportation and unloading of pond ash/ bottom ash for its utilization in compliance of MoEF&CC gazette notification dated 03.11.2009 and its amendment dated 25.01.2016 towards use in the construction of road embankment at:

FOUR LANING OF PURULIA BYPASS SECTION OF NH-32

AND WHEREAS RTPS had approached PROJECT DIRECTOR, PIU, DURGAPUR for use of Pond ash / bottom ash in construction of road embankment/approaches of the above-mentioned project of PROJECT DIRECTOR, PIU, DURGAPUR.

AND WHEREAS PROJECT DIRECTOR, PIU, DURGAPUR has agreed to utilize Pond ash/ bottom ash in said construction projects as per the design / specification approved by the government agency or their consultant or as per the guidelines or specifications issued by the Indian Road Congress (IRC) as contained in IRC specification no. SP: 58 of 2001 as amended from time to time.

AND WHEREAS RTPS has agreed to permit for excavation and loading of Pond ash / bottom ash from identified Ash Pond of RTPS Plant towards transportation of ash to road construction sites as per the requirement given by the construction agency of NHAI, Concessionaire to take up the road project work in line with specification/ drawings.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESS AS FOLLOWS:

That in consideration of mutual agreement and with intent to achieve above objective of RTPS and PROJECT DIRECTOR, PIU, DURGAPUR mutually agreed as under:

1. RTPS shall allow excavation, loading and transportation of Pond ash / bottom ash in the covered trucks/trippers/ dumpers as per the approved guidelines of CPCB to the construction site of road project to authorized transporters finalized by RTPS contractors of NHAI in compliance of MoEF&CC gazette notification on ash utilization dated 03.11.2009 and 25.01.2016. NHAI is to ensure through their Concessionaire that all the Heavy Earth Moving Equipments and the transportation vehicles involved in ash evacuation and transportation work should have valid statutory documents.
2. RTPS shall issue Pond ash/ bottom ash on "as is where is basis and free of cost" for total quantity of **2.5 lakh metric ton (LMT)** to authorized transporter/contractor of RTPS for road construction projects for **FOUR LANING OF PURULIA BYPASS SECTION OF NH-32**. The quantity may vary depending upon the ground requirement.

[Signature]
24/12/2022
मुख्य अभियंता व परियोजना प्रभारी
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केंद्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133

[Signature]
S.K. Malik
PD, GM (T)
NHAI, PIU-Durgapur

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3. PROJECT DIRECTOR, PIU, DURGAPUR shall inform to RTPS for their (i) total requirement of pond ash / bottom ash for the project (ii) schedule of construction plan along with location, after receiving the same from their Concessionaire.
4. The authorized representative of PROJECT DIRECTOR, PIU, DURGAPUR shall certify the quantity of ash measured in DVC Weigh Bridge and received from RTPS in order to have better communication and management, number of trucks/ trippers/ dumpers of ash received at construction sites will be informed to RTPS on daily basis. For this, the Authorized Representative of Concessionaire, on behalf of PROJECT DIRECTOR, PIU, DURGAPUR will co-ordinate this activity and take care of day to day issues and share with RTPS.
5. NHAI is to ensure through their Concessionaire that engaged transporter/s provide GPS fitted vehicle and transmit transportation lead GPS data to RTPS, DVC towards preparation of bill for payment. Also, RFID cards are to be arranged by transporter/s at their own cost for getting weighment at DVC Weigh Bridge.
The role of RTPS shall be limited to bear the cost of evacuation, loading, transportation and unloading of pond ash/ bottom ash in line with MoEF&CC gazette notification dated 25.01.2016 and also ensure to check the RFID cards and GPS as fitted by the transporter/s for getting weighment at DVC Weigh Bridge.
6. The evacuation, loading, transportation, unloading in an environment friendly manner to construction site, spreading, compaction etc. shall be the responsibility of authorized agency or concessionaire of NHAI.
7. "As per MoEF&CC gazette notification dated 03.11.2009 use of fly ash in road embankment/approaches construction within 100 km of any thermal power plant is mandatory. Accordingly, provision for use of ash was incorporated in DPR/ tender document /award of work. In line with provision of latest gazette notification dated 25th January 2016, RTPS shall bear the cost of transportation of ash within a radius of 100 km from thermal power plant and share equally with Concessionaire engaged by NHAI beyond the radius of 100 km and up to 300 km*. NHAI shall take necessary care in the contract awarded after 3rd Nov. 2009 and before 25th January 2016 wherein provision for mandatory use of ash within 100 km of power plant already made and contractor has duly considered, NHAI also take care that no double benefit is passed on to the contractor due to bearing of transportation cost of ash by RTPS. In that case, with regard to the contract awarded by NHAI, the contractor will transport the pond ash/ bottom ash from RTPS at their own resources.
8. In order to ensure compliance of environment safety norms while excavating, loading, transportation, unloading and placing of ash, suitable provisions will be made in the contract of authorized agency/ contractor by NHAI for making him solely responsible for compliance.

[Signature]
24/3/2022

मुख्य अभियंता व परियोजना प्रबन्धक
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



[Signature]
S.K. Malik
PD, GM (T)
NHAI, PIU-Durgapur

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9. RTPS shall not be responsible for any violation of quality / construction norms set by NHAI for road & embankment construction by their construction agency/agencies due to use of pond ash/ bottom ash. PROJECT DIRECTOR, PIU, DURGAPUR shall ensure through their Concessionaire that Govt. rules and regulations, local bye laws, environment norms/ stipulations etc. for construction of the road project are adhered to.
10. To ensure that pond ash/ bottom ash issued by RTPS has been utilized for road embankment/Approches construction by the construction agency/agencies, NHAI shall link the payment of the construction agency/agencies for the construction work for FOUR LANING OF PURULIA BYPASS SECTION OF NH-32 with the certification of ash supply by RTPS.
11. RTPS shall not be responsible for any defects in the quality, construction / failure of road project, if any, due to use of ash and not liable to pay any compensation whatever reason may be.
12. RTPS shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of construction of road embankment due to use of ash.
13. RTPS shall not be responsible for ash dumped on construction site/s and not utilized by the Concessionaire of NHAI on default. NHAI's Concessionaire shall take all precautions to prevent loss or damages or to minimize loss or damage to the extent possible and shall be liable to make good any loss or damages incurred due to negligence on their part of work under MOU.

14. Dispute Resolution

In case or any dispute, confusion or difference between the RTPS and NHAI here to, the Head of the NHAI and the head of RTPS shall confer together and arrive at a mutually agreeable solution amicably, which shall henceforth be binding upon both the parties.

15. Arbitration

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within thirty (30) days of reference for amicable settlement and/ or settlement with assistance of Expert, as the case may be, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. As the claims, if any, shall arise only for petty reasons and petty values not more than a few lakh rupees, the case may be referred for a local consolation at Regional Office level or a sole Arbitrator at Regional Office level with mutual consent of the parties.

[Signature]
24/3/2022

मुख्य अभियंता व परियोजना प्रधान
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



[Signature]
S.K. Mallik
PD, GM (T)
NHAI, PIU-Durgapur

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All suits arising out of MOU, if any, are subject to jurisdiction of Court in the City of Kolkata only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

16. Place of Arbitration

The place of arbitration shall be at the HQ of local Regional Office, NHAI. But by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

17. Validity

This MOU shall come into force for all purpose and intent from the date of its signing and shall remain valid and operative for **18(eighteen) months** which may be extended or curtailed on mutual consent depending on the requirement.

18. Governing Law and Jurisdiction

This MOU shall be governed by Indian laws and the Courts of Kolkata shall have exclusive jurisdiction in all matters under these presents.

19. Severability

In the event that any clause or provision of this MOU or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this MOU unless the result would be manifestly inequitable or unconscionable.

20. Amendments & Scope of modification

The MOU terms can be reviewed on mutual agreement in writing between RTPS and PROJECT DIRECTOR, PIU, DURGAPUR whenever required owing to new conditions.

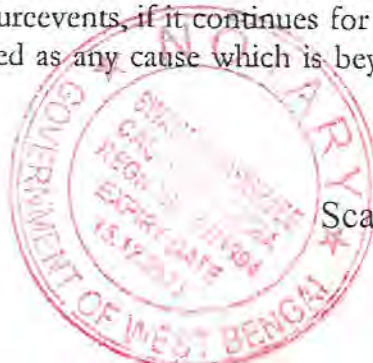
21. Force Majeure

That notwithstanding anything contained herein the obligation of RTPS and NHAI under this agreement shall remain suspended and neither of them shall be entitled to claim any compensation from each other for any loss or damage caused by such suspension, whether total or partial during the force majeure events such as but not limited to flood, earthquake, strike, war, terrorist attack etc. it shall be obligatory on the part of all the two parties to communicate in writing to each other of the happening of force majeure events and its cessation within 10 (ten) days of its happening or on date of cessation as the case may be. All the parties shall mutually discuss and decide the future course of action on the happening of force majeure events, if it continues for more than 30 days.

(Force majeure is hereby defined as any cause which is beyond the control of

Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केंद्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133

S.K. Malik
PD, GM (T)
NHAI, PIU-Durgapur



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the RTPS and NHAI as the case may be which they could not foresee or with a reasonable amount of diligence could not foresee and which substantially affect the performance of agreement such as (a) Natural phenomena including but not limited to floods, draughts, earthquakes and epidemics and (b) Acts of any government, domestic or foreign including but limited to war declared or undeclared, priorities, quarantines and embargoes).

22. Notices

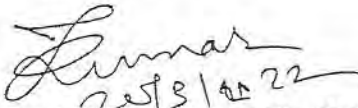
Any notice that may be required under this agreement shall be given in writing by any of the party either by personal delivery against acknowledgement or registered Ads, Mail or Facsimile and shall be deemed to have been duly served upon receipt thereon. The addresses for the notices or correspondence shall be as under:

Office of the Project Director, Project Implementation Unit, NHAI Complex, Sector-2(A), Bidhannagar, Durgapur-713212, Phone No. 0343 253 5766/ 253 4815, e-mail: dur@nhai.org, nhaipiudgp@yahoo.com

AND

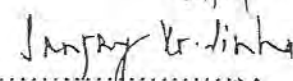
Raghunathpur Thermal Power Station, Raghunathpur, Dist.-Purulia, PIN-723133, West Bengal

In witness whereof the parties through their authorized representative put their respective signatures on the Memorandum of Understanding on the day, month and year first above written.


(Authorized Signatory of RTPS, DVC) (Authorized Signatory of NHAI PROJECT)

मुख्य अभियंता व परियोजना प्रभान
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133

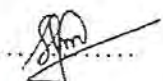
Witness


1. 
DCE(M) EM LPE
उप मुख्य अभियंता (यांत्रिक)
Dy. Chief Engineer (Mech.)
रघुनाथपुर ताप विद्युत केन्द्र, दा.घा.नि.
Raghunathpur Thermal Power Station, D.V.C.

2. 
उप मुख्य अभियंता (असेनिक)
(TARU) Chief Engineer (Civ) AS
दामोदर घाटी निगम
Damodar Valley Corporation
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station

Witness


DGM (Tech)
1. National Highways Authority of India
Project Implementation Unit
DURGAPUR-713212

2. 
Site Engineer
National Highways Authority of India
Project Implementation Unit
DURGAPUR-713212



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S. L. No. 8/22



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 504205

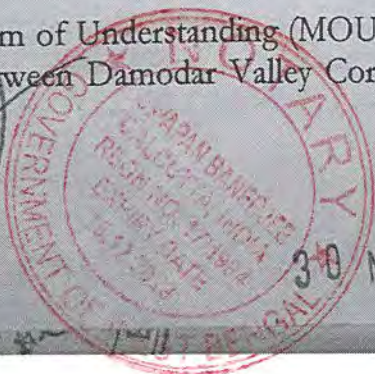
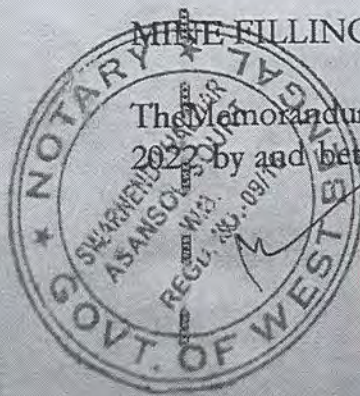
**"MEMORANDUM OF UNDERSTANDING BETWEEN
EASTERN COALFIELDS LIMITED AND DVC, RTPS"**

MEMORANDUM OF UNDERSTANDING FOR BEARING
TRANSPORTATION COST OF POND ASH / BOTTOM ASH FROM RTPS
(RAGHUNATHPUR THERMAL POWER STATION), DVC, RAGHUNATHPUR
TO NARSAMUDA COLLIERY, ECL FOR MINE FILLING AS FOLLOWS:

This Receipt is to be used as proof of payment of stamp duty only for one document.
The use of the same receipt as proof of payment of stamp duty in another document
through reprint, photo copy or other means is penal offence under section-62 of Indian
Stamp Act, 1899.

MINE FILLING OF NARSAMUDA COLLIERY, ECL

The Memorandum of Understanding (MOU in short) is made on day of May-
2022 by and between Damodar Valley Corporation (DVC in short) established under



30 MAY 2022

D. K. S. 30/5

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DVC Act, 1948 (Act No. XIV of 1948) and having its Registered Office at DVC, Towers, VIP Road, Kolkata-700054, West Bengal and having one of its coal based thermal power station namely Raghunathpur Thermal Power Station, Raghunathpur, PIN- 723133, West Bengal herein referred to "RTPS" (which expression shall unless repugnant to the context or meaning there of "RTPS" includes its successors and assigns) on first part.

And

Eastern Coalfields Limited (ECL), Office of the General Manager, Sodepur Area, P.O.- Sundarchak, West Bengal-713360 referred to as GENERAL MANAGER, SODEPUR AREA, ECL (which expression shall unless repugnant to the context or meaning of includes its successors and assigns) on second part.

WHEREAS DVC has amongst other, a thermal power station at Raghunathpur, Dist.- Purulia, PIN-723133, State-West Bengal known as RTPS.

AND WHEREAS in the operation of said RTPS, 5000-5500 MT of ash per day is generated and RTPS intends to bear cost of evacuation, loading, transportation and unloading of pond ash / bottom ash for its utilization in compliance of MoEF&CC gazette notification dated 03.11.2009 and its amendment dated 25.01.2016 towards use in the backfilling of mines at:

NARSAMUDA COLLIERY, SODEPUR AREA, ECL

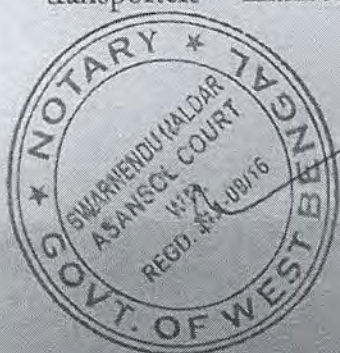
AND WHEREAS THE GENERAL MANAGER, SODEPUR AREA, ECL had approached RTPS VIDE letter no ECL/SDPA/GM/2022/227 dated 20.05.2022 for use of Pond ash / bottom ash in backfilling of mines of Narsamuda colliery of SODEPUR AREA, ECL.

AND WHEREAS RTPS has agreed to permit for excavation and loading of Pond ash / bottom ash from Ash Pond of RTPS Plant towards transportation of ash to backfilling of mines as per the requirement given by the GENERAL MANAGER, SODEPUR AREA, ECL.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESS AS FOLLOWS:

That in consideration of mutual agreement and with intent to achieve above objective of RTPS and GENERAL MANAGER, SODEPUR AREA, ECL mutually agreed as under:

1. RTPS shall allow excavation, loading and transportation of Pond ash / bottom ash in the covered trucks/trippers/ dumpers as per the approved guidelines of CPCB for mine filling of Narsamuda Colliery by the empanelled pond ash transporters finalized for RTPS by DVC, HQ, Kolkata in compliance of



30 MAY 2022

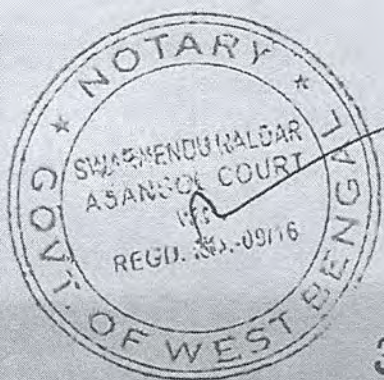
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MoEF&CCgazette notification on ash utilization dated 03.11.2009 and 25.01.2016.

2. RTPS shall issue Pond ash/ bottom ash on "as is where is basis and free of cost" for total quantity of **1.09 lakh metric ton (LMT)** {equivalent to 1.0 LCUM} to authorized transporter/contractor of RTPS for backfilling of mine. The quantity may vary depending upon the ground requirement.
3. The authorized representative of GENERAL MANAGER, SODEPUR AREA, ECL shall certify the quantity of ash measured in DVC Weigh Bridge and received from RTPS in order to have better communication and management, number of trucks/ trippers/ dumpers of ash received at sites will be informed to RTPS on daily basis. For this, the Authorized Representative of Concessionaire, on behalf of GENERAL MANAGER, SODEPUR AREA, ECL will co-ordinate this activity and take care of day to day issues and share with RTPS.
4. DVC RTPS shall ensure that engaged transporter/s provide GPS fitted vehicle and transmit transportation lead GPS data to RTPS, DVC towards preparation of bill for payment. Also, RFID stickers are to be arranged by DVC RTPS for getting weighment at DVC Weigh Bridge.
5. The evacuation, loading, transportation, unloading in an environment friendly manner to construction site, spreading, compaction etc. shall be the responsibility of authorized agency of RTPS.
6. "As per MoEF&CC gazette notification dated 03.11.2009 use of fly ash in backfilling of mines within 100 km of any thermal power plant is mandatory. In line with provision of latest gazette notification dated 25th January 2016, RTPS shall bear the cost of transportation of ash within a radius of 100 km from thermal power plant.
7. In order to ensure compliance of environment safety norms while excavating, loading, transportation, unloading and placing of ash, suitable provisions will be made in the contract of authorized agency/ contractor by RTPS for making him solely responsible for compliance.
8. RTPS shall not be responsible for any violation of quality norms set by ECL for backfilling of mines by agency/agencies due to use of pond ash/ bottom ash. GENERAL MANAGER, SODEPUR AREA, ECL shall ensure through their Concessionaire that Govt. rules and regulations, local bye laws, environment norms/ stipulations etc. for construction of the road project are adhered to.



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9. To ensure that pond ash/ bottom ash issued by RTPS has been utilized for backfilling of mines by the transporting agency/agencies, ECL shall certify for pond ash supply by RTPS.

10. RTPS shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of backfilling of mines due to use of ash.

11. Dispute Resolution

In case or any dispute, confusion or difference between the RTPS and ECL here to, GENERAL MANAGER, SODEPUR AREA, ECL and the head of RTPS shall confer together and arrive at a mutually agreeable solution amicably, which shall henceforth be binding upon both the parties.

12. Arbitration

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within thirty (30) days of reference for amicable settlement and/ or settlement with assistance of Expert, as the case may be, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. As the claims, if any, shall arise only for petty reasons and petty values not more than a few lakh rupees, the case may be referred for a local consolation at Regional Office level or a sole Arbitrator at Regional Office level with mutual consent of the parties.

All suits arising out of MOU, if any, are subject to jurisdiction of Court in the City of Kolkata only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

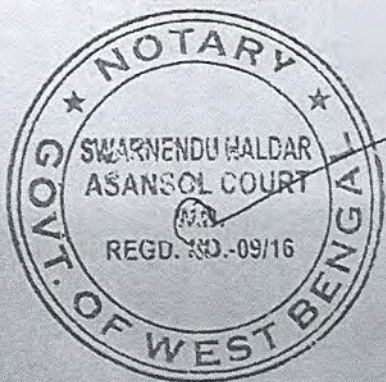
13. Place of Arbitration

The place of arbitration shall be at the HQ of DVC, Kolkata. But by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

14. Validity

This MOU shall come into force for all purpose and intent from the date of its signing and shall remain valid and operative for 8(Eight) months which may be extended or curtailed on mutual consent depending on the requirement.

15. Governing Law and Jurisdiction



30 MAY 2022

[Handwritten signatures and initials]

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This MOU shall be governed by Indian laws and the Courts of Kolkata shall have exclusive jurisdiction in all matters under these presents.

16. Severability

In the event that any clause or provision of this MOU or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this MOU unless the result would be manifestly inequitable or unconscionable.

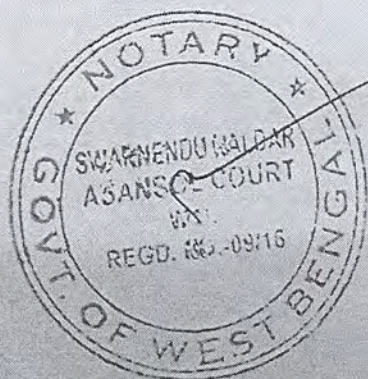
17. Amendments & Scope of modification

The MOU terms can be reviewed on mutual agreement in writing between RTPS and GENERAL MANAGER, SODEPUR AREA, ECL whenever required owing to new conditions.

18. Force Majeure

That notwithstanding anything contained herein the obligation of RTPS and ECL under this agreement shall remain suspended and neither of them shall be entitled to claim any compensation from each other for any loss or damage caused by such suspension, whether total or partial during the force majeure events such as but not limited to flood, earthquake, strike, war, terrorist attack etc. it shall be obligatory on the part of all the two parties to communicate in writing to each other of the happening of force majeure events and its cessation within 10 (ten) days of its happening or on date of cessation as the case may be. All the parties shall mutually discuss and decide the future course of action on the happening of force majeure events, if it continues for more than 30 days. (Force majeure is hereby defined as any cause which is beyond the control of the RTPS and ECL as the case may be which they could not foresee or with a reasonable amount of diligence could not foresee and which substantially affect the performance of agreement such as (a) Natural phenomena including but not limited to floods, draughts, earthquakes and epidemics and (b) Acts of any government, domestic or foreign including but limited to war declared or undeclared, priorities, quarantines and embargoes).

19. Notices



30 MAY 2022



[Signature]

D.W. 30/5

Any notice that may be required under this agreement shall be given in writing by any of the party either by personal delivery against acknowledgement or registered Ads, Mail or Facsimile and shall be deemed to have been duly served upon receipt thereon. The addresses for the notices or correspondence shall be as under:
Office of the General Manager, Sodepur Area, P.O.- Sundarchak, Dist- Burdwan, West Bengal-713360; e-mail: rppandey.cil@gmail.com

AND

Raghunathpur Thermal Power Station, Raghunathpur, Dist.-Purulia, PIN-723133, West Bengal

In witness whereof the parties through their authorized representative put their respective signatures on the Memorandum of Understanding on the day, month and year first above written.

(Authorized Signatory of RTPS, DVC) (Authorized Signatory of General Manager Sodepur Area ECL

Witness

1..... D. U. U.
30/5/22

2..... D. U. U.
30/5/22

IDENTIFIED BY

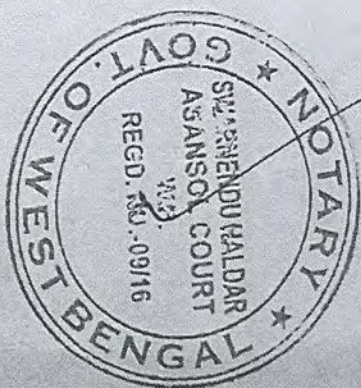
Ashim W. Das.

ADVOCATE

Witness

1..... [Signature]
30/5/22 GM Sodepur Area
ECL
Ram Prakash Pandey

2..... Satnarayan Prasad



SIGNATURE OF THE EXECUTANT
IS ATTESTED ON IDENTIFICATION

[Signature]
SWARNENDU HALDAR, NOTARY
GOVT. OF W. B., REGD. NO.-09/16

30 MAY 2022





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)



परियोजना निदेशक का कार्यालय, परियोजना कार्यान्वयन इकाई
Office of the Project Director, Project Implementation Unit
एन एच ए आई कमप्लेक्स, सेक्टर-२(ए), बिधाननगर,
NHAI Complex, Sector-2(A), Bidhannagar,
दुर्गापुर-९२, Durgapur-713212

दूरभाष / Phone No. : (0343) 253 5766
253 4815
फैक्स नं० / Fax No. : (0343) 253 4676
ई-मेल / E-mail : dur@nhai.org
nhaipudgp@yahoo.com
Date: 17.08.2022

Ref. No. : 18017/01/2018/PIU(DUP)/DRA/ 3663

To,

The Chief Engineer & HoP
Damodar Valley Corporation
Office of the Chief Engineer & Project Head
Raghunathpur, Dist - Purulia
Pin - 723133
Email - rtpsdvc@gmail.com

Sub: Rehabilitation and Upgradation of existing road to 2-lane with paved shoulder configuration in Purulia (Jh Border) - Chandil (Junction with NH-33) section of NH-32 from Km 70.524 (JH/WB Border) to Km 84.400 (near Sainik School, Purulia) and from Km 94.300 (near Simulia Junction, Purulia) to Km 153.705 (near Chandil, Junction with NH-33 in the state of Jharkhand) in the states of West Bengal and Jharkhand under NHDP IV-B on EPC basis.
: Regarding supply of Fly ash / Pond ash from Raghunathpur Thermal Power Station (RTPS), DVC for Purulia - Chandil section of NH-32 project.

Ref: 1. MoEF&CC Gazette Notification dated 25.01.2016.
2. Your office letter no. CE/RTPS/Civil/Ash Evacuation/544 dated 03.09.2021.
3. EPC Contractor letter no. DRAIPL/NH-32/2019-20/926 dated 15.06.2022.

Sir,

Please refer your letter dated 03.09.2021 (copy enclosed) vide which your good office has intimated the willingness to provide pond ash from RTPS, Raghunathpur for utilization in construction of the subject project.

2. In this connection, please refer EPC Contractor letter dated 15.06.2022 (copy enclosed) vide which the following requirement of pond ash has been communicated to this office:

Sl. No.	Location	Approx. distance from RTPS (in Km)	Total Quantity required (MT)
1	Km 74+654	67	1,50,150
2	Km 105+739	68	48,413
3	Km 126+892	88	89,705
4	Km 140+974	102	47,659
5	Km 145+226	107	25,491
6	Km 150+657	112	34,280
Total			3,95,695

3. In view of the above, it is requested to take necessary action for supply of the above mentioned quantity of Pond Ash to the Project Site as per provisions of MoEF&CC Gazette Notification dated 25.01.2016 through your empanelled Pond-Ash transporters after observing codal formalities. A MOU duly signed by the undersigned is forwarded herewith for necessary action and signature please.

Encl: As stated above

Yours faithfully

(S.K. Mallik)
Project Director

Copy to:

1. The Dy. Chief Engineer(M), EM&PC, DVC, RTPS - for information and necessary action.
2. The Superintending Engineer (Civil), DVC, RTPS - for information and necessary action.

Copy also to:

3. The Chief General Manager(Tech), RO-Kolkata, NHAI, Kolkata - for kind information please.
4. The Authority Engineer, M/s L.N. Malviya Infra Projects Pvt. Ltd. - for information and necessary action
5. The Project Manager, M/s Dineshchandra R Agarwal Infracon Pvt. Ltd. - for information and necessary action.

मुख्यालय : जी-५ एवं जी-६, सेक्टर - १०, द्वारका, नई दिल्ली - ११००७५

Head Office : Plot No. : G-5 & G-6, Sector-10, Dwarka, New Delhi - 110075, Web Site : <http://www.nhai.org>

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 400251

"MEMORANDUM OF UNDERSTANDING"

MEMORANDUM OF UNDERSTANDING FOR BEARING TRANSPORTATION COST OF POND ASH / BOTTOM ASH FROM RTPS (RAGHUNATHPUR THERMAL POWER STATION), DVC, RAGHUNATHPUR, PURULIA TO ROAD CONSTRUCTION PROJECTS OF NHAI AS FOLLOWS:

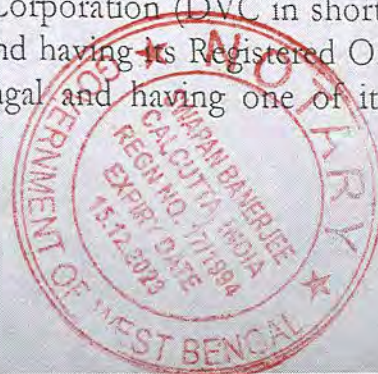
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REHABILITATION AND UPGRADATION OF EXISTING ROAD TO 2-LANE WITH PAVED SHOULDER CONFIGURATION IN PURULIA (JHR BORDER) – CHANDIL (JUNCTION WITH NH-33) SECTION OF NH-32 FROM KM 70.524 (JH/WB BORDER) TO KM 84.400 (NEAR SAINIK SCHOOL, PURULIA) AND FROM KM 94.300 (NEAR SIMULIA JUNCTION, PURULIA) TO KM 153.705 (NEAR CHANDIL, JUNCTION WITH NH-33 IN THE STATE OF JHARKHAND) IN THE STATES OF WEST BENGAL AND JHARKHAND UNDER NHDP IV-B ON EPC BASIS.

The Memorandum of Understanding (MOU in short) is made on 26th day of August- 2022 by and between Damodar Valley Corporation (DVC in short) established under DVC Act, 1948 (Act No. XIV of 1948) and having its Registered Office at DVC Towers, VIP Road, Kolkata-700054, West Bengal and having one of its coal based



मुख्य अभियंता व परियोजना प्रधान
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



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thermal power station namely Raghunathpur Thermal Power Station, Raghunathpur, Purulia, PIN- 723133, West Bengal herein referred to "RTPS"(which expression shall unless repugnant to the context or meaning there of "RTPS" includes its successors and assigns) on first part.

And

National Highways Authority of India (NHAI) having its registered office at Project Implementation Unit, NHAI Complex, Sector-2(A), Bidhannagar, Durgapur-713212 referred as "PROJECT DIRECTOR, PIU, DURGAPUR" (which expression shall unless repugnant to the context or meaning of includes its successors and assigns) on second part.

WHEREAS DVC has amongst other, a thermal power station at Raghunathpur, Dist.- Purulia, PIN-723133, State-West Bengal known as RTPS.

AND WHEREAS in the operation of said RTPS, 5000-5500 MT of ash per day is generated and RTPS intends to bear cost of evacuation, loading, transportation and unloading of pond ash/ bottom ash for its utilization in compliance of MoEF&CC gazette notification dated 03.11.2009 and its amendment dated 25.01.2016 towards use in the construction of road embankment at:

REHABILITATION AND UPGRADATION OF EXISTING ROAD TO 2-LANE WITH PAVED SHOULDER CONFIGURATION IN PURULIA (JHR BORDER) – CHANDIL (JUNCTION WITH NH-33) SECTION OF NH-32 FROM KM 70.524 (JH/WB BORDER) TO KM 84.400 (NEAR SAINIK SCHOOL, PURULIA) AND FROM KM 94.300 (NEAR SIMULIA JUNCTION, PURULIA) TO KM 153.705 (NEAR CHANDIL, JUNCTION WITH NH-33 IN THE STATE OF JHARKHAND) IN THE STATES OF WEST BENGAL AND JHARKHAND UNDER NHDP IV-B ON EPC BASIS.

AND WHEREAS RTPS had approached PROJECT DIRECTOR, PIU, DURGAPUR for use of Pond ash / bottom ash in construction of road embankment/approaches of the above-mentioned project of PROJECT DIRECTOR, PIU, DURGAPUR.

AND WHEREAS PROJECT DIRECTOR, PIU, DURGAPUR has agreed to utilize Pond ash/ bottom ash in said construction projects as per the design / specification approved by the government agency or their consultant or as per the guidelines or specifications issued by the Indian Road Congress (IRC) as contained in IRC specification no. SP: 58 of 2001 as amended from time to time.

AND WHEREAS RTPS has agreed to permit for excavation and loading of Pond ash / bottom ash from identified Ash Pond of RTPS Plant towards transportation of ash to road construction sites as per the requirement given by the construction agency of NHAI, EPC Contractor to take up the road project work in line with specification/ drawings.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESS AS FOLLOWS:

That in consideration of mutual agreement and with intent to achieve above objective RTPS and PROJECT DIRECTOR, PIU, DURGAPUR mutually agreed as under:

1. RTPS shall allow excavation, loading and transportation of Pond ash / bottom ash in the covered trucks/trippers/ dumpers as per the approved guidelines of CPCB to the construction site of road project to authorized transporters finalized by RTPS contractors of NHAI in compliance of MoEF&CC Gazette Notification on ash utilization dated 03.11.2009 and 25.01.2016. NHAI is to ensure through their EPC Contractor that all the Heavy Earth Moving Equipments and the transportation

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Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केंद्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



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vehicles involved in ash evacuation and transportation work should have valid statutory documents.

2. RTPS shall issue Pond ash/ bottom ash on "as is where is basis and free of cost" for total quantity of 4 lakh metric ton (LMT) to authorized transporter/contractor of RTPS for road construction projects for REHABILITATION AND UPGRADATION OF EXISTING ROAD TO 2-LANE WITH PAVED SHOULDER CONFIGURATION IN PURULIA (JHR BORDER) – CHANDIL (JUNCTION WITH NH-33) SECTION OF NH-32 FROM KM 70.524 (JH/WB BORDER) TO KM 84.400 (NEAR SAINIK SCHOOL, PURULIA) AND FROM KM 94.300 (NEAR SIMULIA JUNCTION, PURULIA) TO KM 153.705 (NEAR CHANDIL, JUNCTION WITH NH-33 IN THE STATE OF JHARKHAND) IN THE STATES OF WEST BENGAL AND JHARKHAND UNDER NHDP IV-B ON EPC BASIS. The quantity may vary depending upon the ground requirement.
3. PROJECT DIRECTOR, PIU, DURGAPUR shall inform to RTPS for their (i) total requirement of pond ash / bottom ash for the project (ii) schedule of construction plan along with location, after receiving the same from their EPC Contractor.
4. The authorized representative of PROJECT DIRECTOR, PIU, DURGAPUR shall certify the quantity of ash measured in DVC Weigh Bridge and received from RTPS in order to have better communication and management, number of trucks/ trippers/ dumpers of ash received at construction sites will be informed to RTPS on daily basis. For this, the Authorized Representative of EPC Contractor, on behalf of PROJECT DIRECTOR, PIU, DURGAPUR will co-ordinate this activity and take care of day to day issues and share with RTPS.
5. NHAI is to ensure through their EPC Contractor that engaged transporter/s provide GPS fitted vehicle and transmit transportation lead GPS data to RTPS, DVC towards preparation of bill for payment. Also, RFID cards are to be arranged by transporter/s at their own cost for getting weighment at DVC Weigh Bridge. The role of RTPS shall be limited to bear the cost of evacuation, loading, transportation and unloading of pond ash/ bottom ash in line with MoEF&CC Gazette Notification dated 25.01.2016 and also ensure to check the RFID cards and GPS as fitted by the transporter/s for getting weighment at DVC Weigh Bridge.
6. The evacuation, loading, transportation, unloading in an environment friendly manner to construction site, spreading, compaction etc. shall be the responsibility of authorized agency or EPC Contractor of NHAI.
7. As per MoEF&CC Gazette Notification dated 03.11.2009 use of fly ash in road embankment/approaches construction within 100 km of any thermal power plant is mandatory. Accordingly, provision for use of ash was incorporated in DPR/ tender document /award of work. In line with provision of latest gazette notification dated 25th January 2016, RTPS shall bear the cost of transportation of ash within a radius of 100 km from thermal power plant and share equally with EPC Contractor engaged by NHAI beyond the radius of 100 km and up to 300 km*. NHAI shall take necessary care in the contract awarded after 3rd Nov. 2009 and before 25th January 2016 wherein provision for mandatory use of ash within 100 km of power plant already made and contractor has duly considered, NHAI also take care that no double benefit is passed on to the contractor due to bearing of transportation cost of ash by RTPS. In that case, with regard to the contract awarded by NHAI, the

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Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केंद्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



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contractor will transport the pond ash/ bottom ash from RTPS at their own resources.

8. In order to ensure compliance of environment safety norms while excavating, loading, transportation, unloading and placing of ash, suitable provisions will be made in the contract of authorized agency/ contractor by NHAI for making him solely responsible for compliance.
9. RTPS shall not be responsible for any violation of quality / construction norms set by NHAI for road & embankment construction by their construction agency/agencies due to use of pond ash/ bottom ash. PROJECT DIRECTOR, PIU, DURGAPUR shall ensure through their EPC Contractor that Govt. rules and regulations, local bye laws, environment norms/ stipulations etc. for construction of the road project are adhered to.
10. To ensure that pond ash/ bottom ash issued by RTPS has been utilized for road embankment/ Approaches construction by the construction agency/agencies, NHAI shall link the payment of the construction agency/agencies for the construction work for REHABILITATION AND UPGRADATION OF EXISTING ROAD TO 2-LANE WITH PAVED SHOULDER CONFIGURATION IN PURULIA (JHR BORDER) – CHANDIL (JUNCTION WITH NH-33) SECTION OF NH-32 FROM KM 70.524 (JH/WB BORDER) TO KM 84.400 (NEAR SAINIK SCHOOL, PURULIA) AND FROM KM 94.300 (NEAR SIMULIA JUNCTION, PURULIA) TO KM 153.705 (NEAR CHANDIL, JUNCTION WITH NH-33 IN THE STATE OF JHARKHAND) IN THE STATES OF WEST BENGAL AND JHARKHAND UNDER NHDP IV-B ON EPC BASIS with the certification of ash supply by RTPS.
11. RTPS shall not be responsible for any defects in the quality, construction / failure of road project, if any, due to use of ash and not liable to pay any compensation whatever reason may be.
12. RTPS shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of construction of road embankment due to use of ash.
13. RTPS shall not be responsible for ash dumped on construction site/s and not utilized by the EPC Contractor of NHAI on default. NHAI's EPC Contractor shall take all precautions to prevent loss or damages or to minimize loss or damage to the extent possible and shall be liable to make good any loss or damages incurred due to negligence on their part of work under MOU.

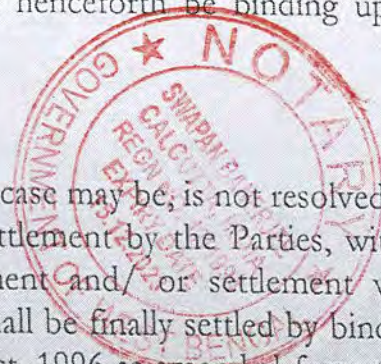
14. Dispute Resolution

In case or any dispute, confusion or difference between the RTPS and NHAI here to, the Head of the NHAI and the head of RTPS shall confer together and arrive at a mutually agreeable solution amicably, which shall henceforth be binding upon both the parties.

15. Arbitration

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within thirty (30) days of reference for amicable settlement and/ or settlement with assistance of Expert, as the case may be, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. As the claims, if any, shall arise only for petty reasons and petty values not

मुख्य अभियंता व परियोजना प्रभारी
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केंद्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133



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more than a few lakh rupees, the case may be referred for a local consolation at Regional Office level or a sole Arbitrator at Regional Office level with mutual consent of the parties.

All suits arising out of MOU, if any, are subject to jurisdiction of Court in the City of Kolkata only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

16. Place of Arbitration

The place of arbitration shall be at the HQ of local Regional Office, NHAI. But by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

17. Validity

This MOU shall come into force for all purpose and intent from the date of its signing and shall remain valid and operative for 18(eighteen) months which may be extended or curtailed on mutual consent depending on the requirement.

18. Governing Law and Jurisdiction

This MOU shall be governed by Indian laws and the Courts of Kolkata shall have exclusive jurisdiction in all matters under these presents.

19. Severability

In the event that any clause or provision of this MOU or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this MOU unless the result would be manifestly inequitable or unconscionable.

20. Amendments & Scope of modification

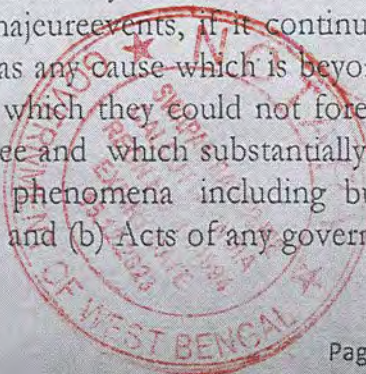
The MOU terms can be reviewed on mutual agreement in writing between RTPS and PROJECT DIRECTOR, PIU, DURGAPUR whenever required owing to new conditions.

21. Force Majeure

That notwithstanding anything contained herein the obligation of RTPS and NHAI under this agreement shall remain suspended and neither of them shall be entitled to claim any compensation from each other for any loss or damage caused by such suspension, whether total or partial during the force majeure events such as but not limited to flood, earthquake, strike, war, terrorist attack etc. it shall be obligatory on the part of all the two parties to communicate in writing to each other of the happening of force majeure events and its cessation within 10 (ten) days of its happening or on date of cessation as the case may be. All the parties shall mutually discuss and decide the future course of action on the happening of force majeure events, if it continues for more than 30 days. (Force majeure is hereby defined as any cause which is beyond the control of the RTPS and NHAI as the case may be which they could not foresee or with a reasonable amount of diligence could not foresee and which substantially affect the performance of agreement such as (a) Natural phenomena including but not limited to floods, draughts, earthquakes and epidemics and (b) Acts of any government,



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DVC, RTPS, Purulia-723133



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domestic or foreign including but limited to war declared or undeclared, priorities, quarantines and embargoes).

22. Notices

Any notice that may be required under this agreement shall be given in writing by any of the party either by personal delivery against acknowledgement or registered Ads, Mail or Facsimile and shall be deemed to have been duly served upon receipt thereon. The addresses for the notices or correspondence shall be as under:

Office of the Project Director, Project Implementation Unit, NHAI Complex, Sector-2(A), Bidhannagar, Durgapur-713212, Phone No. 0343 253 5766/ 253 4815, e-mail: dur@nhai.org, nhaipiudgp@yahoo.com

AND

Raghunathpur Thermal Power Station, Raghunathpur, Dist.-Purulia, PIN-723133, West Bengal

In witness whereof the parties through their authorized representative put their respective signatures on the Memorandum of Understanding on the day, month and year first above written.

(Authorized Signatory of RTPS, DVC)

मुख्य अभियंता व परियोजना प्रधान
Chief Engineer & Project Head
रघुनाथपुर ताप विद्युत केन्द्र
Raghunathpur Thermal Power Station
DVC, RTPS, Purulia-723133

(Authorized Signatory of NHAI)

Project Director
National Highways Authority of India
Project Implementation Unit
DURGAPUR-713212

Witness

1.
उप मुख्य अभियंता (यांत्रिक)
Dy. Chief Engineer (Mech.)
रघुनाथपुर ताप विद्युत केन्द्र, दाघानि.
Raghunathpur Thermal Power Station, D.V.C.

2.
Dy. Chief Engineer (Civil)
DVC, RTPS

Witness

1.
Dy. Manager (T)
NHAI, PIU-Durgapur

2.
Site Engineer
National Highways Authority of India
Project Implementation Unit
DURGAPUR-713212





DAMODAR VALLEY CORPORATION
OFFICE OF THE CHIEF ENGINEER
DUMDUMI, P.O.- NILDIH, RAGHUNATHPUR, DIST-PURULIA-723133
E-mail:- fuel.rtps@gmail.com

No: RT/CE/EMPC/ WBPCB/269

Dated:07.09.22

WITHOUT PREJUDICE

To

The Chief Engineer (O & E cell).
West Bengal Pollution Control Board,
Paribesh Bhawan, 10A, Block LA,
Sector-III, Bidhannagar,
Kolkata – 700106



Sub: Deposit of Rs. 50,68,125/- on behalf of Raghunathpur Thermal Power Station

Ref: In the matter of O.A. No. 104 of 2021 before Hon'ble NGT, Eastern Zone

Dear Sir,

Enclosed please find herewith the Demand Draft being No.772918 dated 06.09.22 in favour of WEST BENGAL POLLUTION CONTROL BOARD, Kolkata for a sum of Rs. 50,68,125/- (Rupees fifty lakhs sixty eight thousand one hundred twenty five only) in connection with O.A. No. 104 of 2021 pending before the Hon'ble NGT, EZ.

Please note that the deposit of Rs. 50,68,125/- is being made without prejudice to the rights and contention of DVC that DVC is not liable to pay any compensation in connection with O.A. No. 104 of 2021 in view of the fact that there has been no environment pollution by DVC, RTPS.

DVC has challenged the assessment made by the Joint Committee constituted by the Hon'ble NGT, EZ and accordingly shall be praying for refund of the aforesaid deposit.

Yours faithfully,

(D.K.Singh)
Chief Engineer (O&M)
RTPS, DVC

D.K. Singh
7.9.22
Chief Engineer (O & E)
Damodar Valley Corporation
Raghunathpur Thermal Power Station
Purulia 723133

Copy:

1. The ED (Operation), DVC, Kolkata
2. The Chief Engineer-I (M), EM&PC, DVC, Kolkata



NAGPUR BUSINESS FORMS/CTS -2010

केनरा बैंक



Canara Bank

रघुनाथपुर थर्मल पावर स्टेशन - 723 133
RAGHUNATHPUR THERMAL POWER STATION - 723 133 (777)
067773000464 772918

CB

0609-10-22
M Y Y Y Y

Valid for three months only from the date of instrument

WEST BENGAL POLLUTION CONTROL BOARD

मांगने पर On Demand Pay

को या उनके आदेश पर Or Order प्राप्त मूल्य के लिए

रुपये Rupees

FIFTY LAKH SIXTY EIGHT THOUSAND ONE HUNDRED TWENTY FIVE ONLY

अदा करें For Value Received

₹ 50,68,125.00

कुले केनरा बैंक For Canara Bank

Purchaser Name: DAMODAR VALLEY CORPORATION

*****NOT OVER RS.50,68,125.00

केनरा बैंक Canara Bank

KOLKATA ACCOUNTS SECTION(779)

DRAWEE BRANCH, D. P. CODE

एक	दो	ती	दर	एक
OC	TL	OL	TT	OT

प्राधिकृत हस्ताक्षर कर्ता
AUTHO SIGNATORY

नाम NAME

ह.अ.सं. S.P. No.

प्राधिकृत हस्ताक्षर कर्ता
AUTHO SIGNATORY

नाम NAME

पदनाम DESIGNATION

ह.अ.सं. S.P. No.

हेमलता कुमार
Sp No. 69055

Senior Manager

28615

एक लाख और उससे अधिक डीमांड ड्राफ्ट के लिए दो प्राधिकृत हस्ताक्षरकर्ता की हस्ताक्षर चाहिए।
Demand Drafts of ₹ 1 Lakh and above require signature of two authorised signatories.

Please sign above

7772918 0000150000 856777 16

