



HPGCL
ISO 9001, ISO 14001
& OHSAS 18001 COMPANY

FARIDABAD THERMAL POWER STATION, FARIDABAD

A unit of Haryana Power Generation Corporation Ltd.
(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)
Corporate Identity Number: U45207HR1997SGC011517
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To

The Registrar General,
Hon'ble National Green Tribunal,
New Delhi.

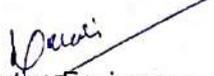
Memo No: - Ch-22/FTPS/2020/74

Dated: 15-12-2023

Subject: - Preliminary status report on behalf of Faridabad Thermal Power Station, HPGCL, Faridabad.

Please find enclosed herewith the Preliminary status report on behalf of Faridabad Thermal Power Station, HPGCL, Faridabad in OA No.360/2023 in the matter of Sh. Ajay Shrivastava Vs. State of Haryana and others.

Submitted for your kind information and consideration please.


Executive Engineer,
FTPS, HPGCL, Faridabad.

CC:

1. Chief Engineer/PTPS, HPGCL, Panipat for kind information please.
2. SE/MM & Stores, PTPS, HPGCL, Panipat for kind information please.
3. Regional Officer, Haryana Pollution Control Board, Faridabad for information.
Please.

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 360 of 2023

IN THE MATTER OF:

Ajay Shrivastava

...Applicant

Versus

State of Haryana & Ors.

...Respondents

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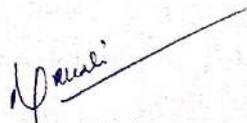
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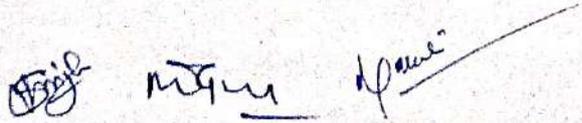
13	Annexure R-12	NHAI request to HPGCL dated 28.07.2022
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Place: Faridabad

Date: 15-12-2023

Filed by: -


Executive Engineer,
Faridabad Thermal Power Station.



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 360 of 2023

IN THE MATTER OF:

Ajay Shrivastava

.....Applicants

Versus

State of Haryana & Ors

.....Respondents

Background

Vide its Order dated May 29, 2023 in the matter of Ajay Shrivastava Vs State of Haryana & Ors. Hon'ble NGT issued the following Directions: Grievance in this application is that slurry of ash is being brought from Power House to Aravalli Hills by pipeline. Even after closure of Power House, Bata Chowk, Faridabad, the end product comprising coal ash is still lying dumped In Aravalli Hills in the back, west side of residential colony of the complainant. Though, initially plantation was proposed but nothing has been done. The above accumulation of slurry of ash and coal ash etc. which has been illegally dumped in Aravalli Hills is causing huge damage to environment and also causing health hazards to the local residents.

Thereafter captioned OA was listed before this Hon'ble Tribunal 27.09.2023 whereby this Hon'ble Tribunal was pleased to direct the Haryana SPCB to serve notice upon the Answering Respondent for further proceedings. Consequently, the HSPCB vide letter no. HSPCB-290004/117/2023 dated 10.10.2023 intimated the Answering Respondent about the present OA and the proceedings undertaken so far.

1. The Answering Respondent seeks to place on record the facts which are vital for the just adjudication of the present case:
 - i. That the Faridabad Thermal Power Station, (hereinafter referred as 'FTPS') had commenced its operations way back in the year 1974 and the ash produced as a byproduct from burning of the coal for generation of electricity was being transported in slurry form to a site called the 'Old Ash Dyke', spanning 103 acre through pipelines of 10" dia. After this site was replete with ash by the year 1987, a new site in the

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vicinity, i.e., the 'New Ash Dyke' spanning 151 acre was purchased by the answering respondent to deposit the ash in slurry form following the same mechanism as mentioned hereinabove.

That all the units of FTPS were retired in April, 2010 after which no ash has been generated and deposited at any of these two sites. A copy of notification dated 18.12.2009 and minutes of meeting of BoD HPGCL held on dated 26.05.2010 about phasing out of all the three units at FTPS are being annexed herewith and marked as Annexure R-1 (Colly).

- ii. The estimated quantity of approx. 18 LMT and 45 LMT of ash were deposited in the old ash dyke and new ash dyke, respectively. As a necessary step for prevention of air pollution and any hazard emanating therefrom to the surrounding flora and fauna, the ash deposited at both these sites was covered with vegetation soon thereafter and thus, no ash was getting air borne ever since.
- iii. That in due compliance with the directions of Ministry of Environment, Forest and Climate Change (MoEFCC), the HPGCL permitted National Highway Authority of India (NHAI) and M/s Shree Cement Limited to lift pond ash from the New Ash Dyke 'free of cost' in the year 2016 for embankment purposes and for utilisation in cement plants, respectively. A total of approx. 26 LMT of pond ash was lifted till May, 2019. It is pertinent to mention herein that the work of lifting ash had commenced in October, 2016 and it was only in March, 2017 when the issue of pollution caused by lifting of ash had arisen with the onset of summer season and the blowing winds. The issue was promptly taken up with the NHAI and considering the problem caused due to lifting of pond ash, HPGCL recommended for closure of one site out of total four in March 2017, the second site in April, 2017 and the third site in May 2017. These sites were shut and covered by NHAI with a layer of earth to avoid pollution.
- iv. That the Ministry of Power, Government of India observed that fly ash is emerging as a valuable commodity as the end users like cement plants, brick kilns, roads and construction agencies etc. are commercial ventures and their input costs are accounted for and therefore, advised all coal/lignite based

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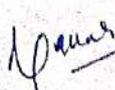
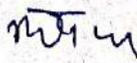
thermal power plants vide its common letter dated 22.09.2021 to provide the fly ash to the end users through a transparent bidding process. A copy of Ministry of Power, Government of India letter dated 22.09.2021 is annexed herewith and marked as **Annexure R-2**.

- v. The MoEFCC issued a notification dated 31.12.2021 *inter alia* concerning utilization of ash from coal/ lignite thermal power plants. In terms of Clause 5 of the said notification, which is applicable from 01.04.2022, the unutilized accumulated ash, i.e., '*legacy ash*', stored in thermal power plants, such as the Answering Respondent, before the issue of this notification was to be utilized in a manner prescribed therein within a period of ten years from the date of notification coming into force. A copy of the said MoEFCC notification dated 31.12.2021 is annexed herewith and marked as **Annexure R-3**.
- vi. That subsequently, the Delhi International Airport Limited (i.e., DIAL) vide its letter dated 09.03.2022, requested HPGCL for grant of permission to lift 70,000 MT of pond ash from the 'New Ash Dyke' at FTPS, Faridabad for utilization in the embankment work instrumental in the construction of Phase 3-A of expansion works at the Indira Gandhi International Airport, New Delhi subcontracted to M/s KMV Projects Limited Hyderabad by Larson & Toubro (EPC contractor) of DIAL. A copy of the request letter dated 09.03.2022 is being annexed and marked herewith as **Annexure R-4**.
- vii. That as per the requirement for according permission by HPGCL to lift the pond ash as sought, M/s KMV Projects Limited Hyderabad got a clearance from the Haryana State Pollution Control Board on 24.02.2021. A copy of which is being annexed herewith as **Annexure R-5**.
- viii. That based upon the requests by DIAL and the subsequent clearance from the Haryana State Pollution Control Board, HPGCL granted permission to M/s KMV Projects Limited Hyderabad through letters dated 22.03.2022 and 22.04.2022 to lift the required 70,000 MT of pond ash from the 'New Ash Dyke' at FTPS subject to compliance of all the instructions/ directions mandated by HSPCB. It is pertinent to mention herein that before the commencement of said lifting of pond

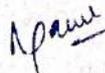
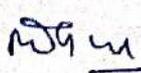
- ash, a Memorandum of Understanding dated 22.03.2022 was also signed by HPGCL with M/s KMV Projects Limited Hyderabad which duly entailed all the conditions stipulated by the HSPCB to be complied with by the recipient, i.e., M/s KMV Projects Limited, Hyderabad. A copy of the letters granting permission dated 22.03.2022 and 22.04.2022 are being annexed herewith and marked as **Annexure R-6 (Colly)**. A copy of the Memorandum of Understanding dated 22.03.2022 signed by HPGCL with M/s KMV Projects Limited Hyderabad has been annexed herewith and marked as **Annexure R-7**.
- ix. It is apposite to mention that HPGCL auctioned 4 lots of 4.5 LMT each of pond ash, out of which 3 lots of 4.5 LMT each of pond were allocated to the highest bidder, viz., M/s Shree Cement Limited vide an LOA dated 07.06.2022, on the terms and conditions stipulated therein. A copy of the LOA dated 07.06.2022 is annexed herewith and marked as **Annexure R-8**. It is worth noting that according to the aforesaid LOA, the work of lifting of the ash has been stipulated to be completed on or before 21.06.2026.
- x. That as per the requirement for according permission by answering respondents to lift the pond ash, M/s Shree Cement Limited got a clearance from the HSPCB on 25.07.2022. A copy of the said clearance granted by HSPCB dated 25.07.2022 has been annexed herewith and marked as **Annexure R-9**.
- xi. That after the clearance from the Haryana State Pollution Control Board, HPGCL permitted M/s Shree Cement Limited to lift the pond ash from 'New Ash Dyke' of FTPS, Faridabad subject to comprehensive compliance of all the directions mandated by the HSPCB. Sale order for lifting of 3 lots of 4.5 LMT ash each were placed on 03.08.2022 (**Annexure- R/10**). Before, commencement of lifting of pond ash, Memorandum of Understanding dated 09.08.2022 (**Annexure- R/11**) was also signed by HPGCL with M/s Shree cement Limited which again contained all the conditions stipulated by Haryana State Pollution Control Board to be complied with by M/s Shree cement Limited / the contractors deputed by M/s Shree cement Limited for the purpose.

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- xii. That National Highway Authority of India vide its letter dt. 28.07.2022 requested for grant of permission to its concessionaire M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd. for lifting of 10 LMT of pond ash from New Ash Dyke of HPGCL at Faridabad for utilization in embankment work of construction of 6L Access Controlled Highway from Jn with Jatpur-Pushta Road to Jn. with Sector 62/65 dividing road on Faridabad Ballabgarh bypass of NH-148NA from Km. 9.00 to Km. 33.00 including Spur up to Badarpur Border, as per stipulation in the gazette Notification No. 227 of MoEF & CC dated 22.04.2021. Copy of the request letter dated 28.07.2022 is being annexed herewith as **Annexure-R/12**.
- xiii. That as per requirement for according permission by answering respondent to lift the pond ash from its premises, the concessionaire of NHAI M/s Dineshchandra Vaishnodevi Infra Private Limited through their subcontractor M/s Faujdar Builders & Movers obtained clearance from Haryana State Pollution Control Board on 22.09.2022. A copy of the grant of lift off vide memo no. Ch-12/FTPS/2022/121 dated 22.09.2022 is being annexed herewith and marked as **Annexure R-13**.
- xiv. Before commencement of lifting of pond ash, Memorandums of Understanding dated 08.09.2022 was reached by HPGCL with the subcontractor of concessionaire as well as the concessionaire of NHAI which again contained all the conditions stipulated by HSPCB to be complied with by concessionaire of NHAI as well as the sub-contractor deputed by NHAI for the purpose. That based upon the requests by NHAI and clearance from the Haryana State Pollution Control Board, HPGCL granted permission to subcontractor of concessionaire of NHAI as stated above, through its letters dated 12.09.2022 to lift the pond ash from New Ash Dyke of HPGCL at Faridabad, subject-t to compliance of all the instructions by Haryana State Pollution Control Board. A copy of the said MoU dated 08.09.2022 has been annexed herewith and marked as **Annexure R-14**. A copy of the permission granted by HPGCL to M/s Faujdaar Builders & Movers dated 12.09.2022 has been annexed herewith and marked as **Annexure R-15**.



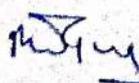
- xv. That Delhi International Airport Limited vide its letter dated 15.10.2022 requested HPGCL to grant permission for lifting of 20,000 MT of additional pond ash from new ash dyke HPGCL, Faridabad. HPGCL vide its letter dated 26.10.2022 granted permission to M/s KMV Projects Limited Hyderabad subcontractor of Larson & Toubro (EPC contractor) of Delhi International Airport Limited to lift the 20,000 MT of additional pond ash from New Ash Dyke of HPGCL at Faridabad subject to compliance of all the instructions by Haryana State Pollution Control Board. Memorandums of Understanding was also signed by HPGCL with M/s KMV Projects Limited Hyderabad subcontractor of Larson & Tourbo (EPC contractor) of Delhi International Airport Limited which again contained all the conditions stipulated by Haryana State Pollution Control Board to be complied with by M/s KMV Projects Limited Hyderabad subcontractor of Larson & Toubro (EPC contractor) of Delhi International Airport Limited. A copy of the letter dated 15.10.2022 requesting permission for lifting off of pond ash had been annexed herewith and marked as **Annexure R-16**. A copy of the grant of permission by HPGCL for lifting of the pond ash dated 26.10.2022 has been annexed herewith and marked as **Annexure R-17**. A copy of the Memorandum of Understanding dated 28.10.2022 has been annexed herewith and marked as **Annexure R-18**.
- xvi. That the work of lifting of approx. 85,000 MT of pond ash from new ash dyke of HPGCL has been completed on 31.03.2023 by M/s KMV Projects Limited Hyderabad subcontractor of Larson & Tourbo (EPC contractor) of Delhi International Airport Limited.
- xvii. That it is worthwhile to mention here that HPGCL has allowed the M/s Shree Cement Limited and the subcontractor of NHAI to lift the pond ash and all the work required to lift pond ash is/was to be carried out by M/s Shree cement Limited and contractor of NHAI. All the infrastructure/facilities required for loading and controlling pollution at site was/are to be arranged and managed by the M/s Shree cement Limited and the contractor of NHAI.
- xviii. That in the meantime, Regional Officer, Haryana State Pollution Control Board, Faridabad vide his office letter dated

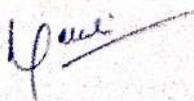


26.07.2023 (copy annexed and marked as Annexure R-19) served a 'Show Cause Notice' on HPGCL in subsequence of the present OA. The HPGCL vide its letter dated 27.07.2023 replied to the Show Cause Notice to the Regional Officer, HSPCB, Faridabad and a copy of the same has been annexed herewith and marked as Annexure R-20.

- xix. That the Regional Officer, HSPCB, Faridabad vide his office letter dt. 10.10.2023 (copy annexed and marked as Annexure R-21) served a notice to Chief Engineer and Executive Engineer of Faridabad Thermal Power Station in compliance to the directions of Hon'ble NGT dated 27.09.2023 in O.A 360 of 2023 in the matter of Ajay Shrivastava Vs State of Haryana.
- xx. That as on 30.11.2023, approx. 0.85 LMT of pond ash Has been lifted by M/s KMV Projects Limited Hyderabad subcontractor of Larson & Toubro (EPC contractor) of Delhi International Airport Limited, 4.9 LMT by M/s Shree cement Limited / the contractors deputed by M/s Shree cement Limited and 4.2 LMT by subcontractor of concessionaire of (NHAI).
2. In terms of LOA dated 07.06.2022, M/s Shree cement Limited has to lift off 3 lots of 4.5 LMT of ash from new ash dyke of HPGCL latest by 21.06.2026.
3. The phased restoration of the site has also been recommended by laying 6" of layer of earth over the portion of the site from where ash is no longer to be lifted.
4. The month-wise lifting of Pond Ash from April, 2023 to November, 2023 from the 'New Ash Dyke', FTPS, HPGCL, Faridabad is as hereunder:
- 4.1 Approx. quantity of ash lifted up to 31.03.2023: 5.49 LMT Approx.
- 4.2 Approx. quantity of ash lifted during current financial year: 4.51 LMT Approx.





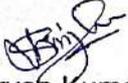


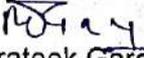
Month	M/S Shree Comont Ltd. (LMT)	M/S Faujdaar (Sub-contractor of concessionalro of NHAI (LMT)	Cumulative Pond ash lifted (LMT)
Apr '23	0.418	0.418	0.836
May '23	0.557	0.413	0.97
June '23	0.534	0.344	0.878
July '23	0.287	0.195	0.482
Aug '23	0.242	0.229	0.471
Sep '23	0.159	0.164	0.323
Oct '23	0.126	0.223	0.349
Nov '23	0.084	0.116	0.964
Total	2.407	2.102	4.509

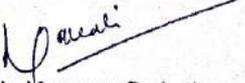
4.3 Approx. quantity of remaining Pond Ash at New Ash Dyke, FTPS, HPGCL, Faridabad as on 01/12/2023: 8.00 LMT Approx.

It is instrumental to note that the quantity pond ash lifted and frequency thereof depends primarily on the speed of embankment work of NHAI and production of cement plant (M/s Shree Cement Ltd.) on which HPGCL has no control.

The report is submitted for kind consideration of this Hon'ble Tribunal. The direction passed by this Hon'ble Tribunal shall be complied within true letter and spirit.


Sarvan Kumar
AE/FTPS, Faridabad


Prateek Garg
AEE/FTPS, Faridabad


Rajesh Kumar Gulati
XEN/FTPS, Faridabad



HARYANA POWER GENERATION CORPORATION LIMITED

Regs. Office - Shastri Bhawan, Sector-4, Panchkula.
 Telefax: 0172 238600, Email: dyaw@hpgcl.co.in

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NOTIFICATION

Due to uneconomical performance, safety hazards and environmental concerns, the 55 MW Unit-1 and 55 MW Unit-2 of Faridabad Thermal Power Station are declared retired and their capacity deleted from the installed generation capacity of the State, w.e.f. 04.09.2009 and 09.09.2008 respectively.

This issues with the approval of Government of Haryana.

[Signature]
 SE/Technical (20),
 HPGCL, Panchkula.

Encl. No. 963/GMP-301

Dated: 18-12-2009

Copy of the above forwarded to the following for information: -

1. Financial Commissioner & Principal Secretary to Govt. of Haryana; Power Department, Mini Sect., Chandigarh.
2. Secretary to Govt. of India, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi.
3. Additional Secretary, Coal, Ministry of Coal, Shastri Bhawan, New Delhi.
4. Chairman, Railway Board, Rail Bhawan, New Delhi.
5. Chairman, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi.
6. Chairman & Managing Director, BHEL, BHEL House, Safi Fort, New Delhi.
7. Chairman, Power Finance Corporation Ltd., Chander Lok Bhawan, 39, Jangpeth, New Delhi.
8. The Chairman & Managing Director, BCCL, Dharwad (Bihar).
9. The Chairman & Managing Director, CCL, Ranchi.
10. The Chairman, Coal India Ltd., Coal Bhawan, 10, Netaji Subhash Marg, Kolkata.
11. The Chairman, HERC, Sector-4, Panchkula.
12. Managing Director, HPGCL, Panchkula.
13. Managing Director, HVPNL, Panchkula.
14. Managing Director, UHBVNL, Panchkula.
15. Managing Director, DHBVNL, Vidyal N. Jr. Hisar.
16. Director, Public Relations, Haryana Civil Sect., Chandigarh.
17. Member Secretary, NREB, Katwani Sarai, 18/A, Shaheed Jeeb Singh Marg, New Delhi.
18. Chief of Operations, HPGCL, Panchkula.
19. Director/Technical, HPGCL, Panchkula.
20. Chief Engineer/PTPS-1, Panipat.
21. Chief Engineer/PTPS-2, Panipat.
22. Chief Engineer/PTPS, Faridabad.
23. Chief Engineer/Projects, HPGCL, Panchkula.
24. Chief Engineer/Pig., HPGCL, Panchkula.
25. Chief Engineer/DCRTPP, Yamunanagar.
26. Chief Engineer/Admn., HPGCL, Panchkula.
27. Chief Engineer, (O/M), Sewa Bhawan, R.K. Puram, New Delhi.
28. Chief Engineer/SO & Commercial, HVPNL, Panchkula.
29. Chief Engineer/PPC, UHBVN, Panchkula.
30. Chief Inspector of Boilers, Haryana, 30/Bnys Oldg., Sector-17, Chandigarh.
31. Company Secretary, HPGCL, Panchkula.
32. FALCAO MO, HPGCL, Panchkula.

Encl. Copy ... add.

Xcc Eff

[Signature]
 SE/Technical (20),
 HPGCL, Panchkula.

18/12/09

LETTERS

ANNEX - II



HARYANA POWER GENERATION CORPORATION LIMITED
Recd. Office - Uda Bhawan, C-7, Sector-6, Panchkula

EXCERPTS OF MINUTES OF THE 78th MEETING OF THE BOARD OF DIRECTORS OF HARYANA POWER GENERATION CORPORATION LIMITED HELD ON WEDNESDAY 13th MAY 2010 AT 11:30 AM IN THE CONFERENCE HALL, UDA BHAWAN SECTOR-6, PANCHKULA.

78.20 Memorandum for obtaining ex post facto approval of Board of Directors regarding the shut down of 33 MW Unit-3 of Faridabad Thermal Power Station (FTPS) Faridabad.

The Board of Directors accorded its ex post facto approval for retiring of 33 MW Unit-3 of FTPS, Faridabad w.e.f. 13.04.2010 and deletion of its capacity from the total installed generation capacity of the State. It was desired that whenever new power project at the existing location is proposed, the evacuation of power aspect must be considered.

For and on behalf of
Haryana Power Generation Corporation Limited

[Signature]
(Harish Ch. Gupta)
Company Secretary



No. 9/7/2011-S.Th.(Vol. IV)
Government of India
Ministry of Power

'F' Wing, Nirman Bhawan,
New Delhi, 22nd September, 2021

To,

1. CMDs/ MDs of coal / lignite based thermal power plants (Central/ State/ Private)
2. Principal Secretary (Power/ Energy) of All States/ UTs
3. Chairperson, Central Electricity Authority

Subject: Supply of Fly ash to the end users by the power plants to increase fly ash utilization

It is observed that the demand of Fly Ash has been increasing year on year basis contributing to increase in the Fly Ash utilization. Fly Ash is emerging as a valuable commodity. As the end users of Fly Ash like cement plants, brick kilns, road and construction agencies etc. are commercial ventures and all their input costs are accounted for, Fly Ash should invariably be auctioned through a transparent bidding process.

2. All Coal/lignite based power plants are hereby advised to provide fly ash to the end users for all new commitments for supply of fly ash based on the following guidelines:

2.1 The power plants shall provide the Fly Ash to end users through a transparent bidding process only.

2.2 If after bidding/ auction some quantity of Fly Ash still remains un-utilized, then only, as one of the options, it could be considered to be given free of cost on first come first served basis if the user agency is willing to bear transportation cost.

2.3 If ash remains unutilised even after the steps taken in Paras 2.1 and 2.2 above, TPP shall bear the cost of transportation of Fly Ash to be provided free to eligible projects.

2.4 The end users shall be obligated to source the fly ash from the nearest TPPs to reduce the cost of fly ash transportation. If the nearest TPP refuses to do so, the end user project shall approach Ministry of Power for appropriate directions.

2.5 The transportation cost wherever required to be borne as per provisions of MOEF&CC notification by the power plants, shall be discovered on competitive bidding basis only. Thermal Power Plants shall prepare a panel of transportation agencies every

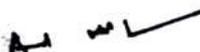
year based on competitive bidding for transportation in slabs of 50km which may be used for the period. The TPPs shall call for bids well in advance so, that a transportation panel is in place as soon as the previous panel expires. There should not be gap between the expiry of one panel and the finalization of the fresh panel.

2.6 The fly ash will be offered to the end users on the competing demand basis, i.e the end users who offer the highest price for fly ash and seek minimum support for transportation cost will be offered the same fly ash on priority. This will reduce the tariff of electricity and burden on the consumers.

2.7 The power plants may offer fly ash subject to their technical restrictions such as all precautions required for Dyke Stability and Safety etc. The power plants having lower ash utilizations shall make all out efforts to increase the fly ash utilization.

3. All concerned are requested to take necessary action in this regard.

4. This issues with the approval of the Hon'ble Minister of Power and NRE.


(Anand Upadhyay)

Deputy Secretary to the Govt. of India

Tel: 23062439

Copy to:

- i. Secretary (MOEF&CC), Government of India
- ii. Secretary (MoRTH), Government of India
- iii. Secretary (MoHUA), Government of India
- iv. Secretary, CERC
- v. Secretaries of all SERCs/ JERCs

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PS to MOP, PS to MOSP, Sr. PPS to Secretary (Power), All Joint Secretaries/ EA/ CE (Thermal), Directors/DS, MOP



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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, केंद्रीय 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;

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 अधिकांत 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, बुलाई, भंडारण और निपटान पर्यावरणीय दृष्टि से अनुकूल रीति से किया गया है और वायु और जल प्रदूषण की रोकथाम के लिए सभी ऐहितयात 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 साइलोज प्रतिष्ठापित करेगा, जिनके पास पृथक पट्टक 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 लिग्नाईट 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 मोबाईल 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 बिछाने, सड़क और फ्लाई ओवर के किनारों, तटीय जिलों में तटरेखा की सुरक्षा संरचनाओं और लिग्नाईट 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 लिग्नाईट 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 लिग्नाईट 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 बैकफिलिंग 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 (डीजीएमएस) 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 (केंद्रीय, 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 (फैक्टिव 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) लैग्रेसी 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 लैग्रेसी राख पर 1000 रुपए प्रति टन की दर से पर्यावरणीय प्रतिकर लगाया जाएगा और यदि 10 वर्ष के अंत में लैग्रेसी 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 रूपये 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।

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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।

ङ. 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 (एसईआईएए) 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। केंद्रीय 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 केंद्रीय 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 वॉट) :	
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) : फ्लाय राख (प्रति वर्ष मीट्रिक टन) : बॉटम राख (प्रति वर्ष मीट्रिक टन) :	
14.	ड्राई फ्लाय 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	

	<p>कुल मात्रा (एमटीपीए) :</p> <p>(ख) उपयोग की गई फ्लाई राख की मात्रा (एमटीपीए) :</p> <ol style="list-style-type: none"> i. फ्लाई-एश आधारित उत्पाद (ईट या ब्लॉक या टाइल्स या फाइबर सीमेंट शीट या पाइप या बोर्ड/पैनल) : ii. सीमेंट विनिर्माण : iii. रेडी मिक्स कंक्रीट : iv. राख और जीओ-पॉलिमर आधारित निर्माण सामग्री : v. सिंटेड 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) : <p>(ग) उपयोग किए गए तल के राख की मात्रा (एमटीपीए) :</p> <ol style="list-style-type: none"> i. फ्लाई-एश आधारित उत्पाद (ईट या ब्लॉक या टाइल्स या फाइबर सीमेंट शीट या पाइप या बोर्ड या पैनल) : ii. सीमेंट विनिर्माण : iii. रेडी मिक्स कंक्रीट : iv. राख और जीओ-पॉलिमर आधारित निर्माण सामग्री : v. सिंटेड या कोल्ड बॉन्डेड राख एग्रीगेट का निर्माण : vi. सड़कों, सड़क और फ्लाईओवर 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) : <p>रिपोर्टिंग की अवधि के दौरान वर्तमान में अप्रयुक्त राख की कुल मात्रा (एमटीपीए) :</p>	
16.	रिपोर्टिंग की अवधि के दौरान वर्तमान में उत्पादित राख का प्रतिशतता उपयोग (%) :	
17.	<p>राख कुंडों में राख के निपटान का ब्यौरा</p> <p>क) तारीख 31 मार्च तक (रिपोर्टिंग की अवधि को छोड़कर) राख कुण्ड (कुण्डों) में निपटान किए गए राख की कुल मात्रा (मीट्रिक टन) :</p>	

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

	सीमेंट शीट या पाइप या बोर्ड या पैनल):			
	ii. सीमेंट विनिर्माण:			
	iii. रेडी मिक्स कंक्रीट:			
	iv. राख और जीओ-पॉलिमर आधारित निर्माण सामग्री:			
	v. सिंटेड या कोल्ड बॉन्डेड राख एग्रीगेट का निर्माण:			
	vi. सड़कों, सड़क और फ्लाई ओवर के पुशतों 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 :			
	ब्यौरा	सृजित 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;

- (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.

- (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 of 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.

AnnexureAsh 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:	

	<ul style="list-style-type: none"> (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): <p>(c) Quantity of bottom ash utilised (MTPA):</p> <ul style="list-style-type: none"> (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): <p>Total quantity of current ash unutilised (MTPA) during reporting period:</p>	
16.	Percentage utilisation of current ash generated during reporting period (per cent):	
17.	<p>Details of disposal of ash in ash ponds</p> <p>(a) Total quantity of ash disposed in ash pond(s) (Metric Tons) as on 31st March (excluding reporting period):</p> <p>(b) Quantity of ash disposed in ash pond(s) during reporting period (Metric Tons):</p> <p>(c) Total quantity of water consumption for slurry discharge into ash ponds during reporting period (m³):</p> <p>(d) Total number of ash ponds:</p> <ul style="list-style-type: none"> (i) Active: (ii) Exhausted (yet to be reclaimed): (iii) Reclaimed: <p>(e) total area under ash ponds (ha):</p>	
18.	<p>Individual ash pond details</p> <p><i>Ash pond-1,2, etc (please provide below mentioned details separately, if number of ash ponds is more than one)</i></p> <p>(a) Status: Under construction or Active or Exhausted or</p>	

	<p>Reclaimed</p> <p>(b) Date of start of ash disposal in ash pond (DD/MM/YYYY or MMYYYY):</p> <p>(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)</p> <p>(c) area (hectares):</p> <p>(d) dyke height (m):</p> <p>(d) volume (m³):</p> <p>(e) quantity of ash disposed as on 31st March (Metric Tons):</p> <p>(f) available volume in percentage (per cent) and quantity of ash can be further disposed (Metric Tons):</p> <p>(g) expected life of ash pond (number of years and months):</p> <p>(e) co-ordinates (Lat and Long): (please specify minimum 4 co-ordinates)</p> <p>(f) type of lining carried in ash pond: HDPE lining or LDPE lining or clay lining or No lining</p> <p>(g) mode of disposal: Dry disposal or wet slurry (in case of wet slurry please specify whether HCSD or MCSD or LCSD)</p> <p>(h) Ratio of ash: water in slurry mix (1: ___):</p> <p>(i) Ash water recycling system (AWRS) installed and functioning: Yes or No</p> <p>(j) Quantity of wastewater from ash pond discharged into land or water body (m³):</p> <p>(k) Last date when the dyke stability study was conducted and name of the organisation who conducted the study:</p> <p>(l) Last date when the audit was conducted and name of the organisation who conducted the audit:</p>									
19.	<p>Quantity of legacy ash utilised (MTPA):</p> <ol style="list-style-type: none"> 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.	<p>Summary:</p> <table border="1" data-bbox="240 1864 1282 1957"> <thead> <tr> <th data-bbox="240 1864 502 1921">Details</th> <th data-bbox="502 1864 764 1921">Quantity generated (MTP)</th> <th data-bbox="764 1864 1011 1957">Quantity utilised (MTP) and (per cent)</th> <th data-bbox="1011 1864 1282 1921">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)							

	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			



DELHI INDIRA GANDHI INTERNATIONAL AIRPORT

Delhi International Airport Limited
(Formerly known as Delhi International Airport (P) Limited)



Registered Office:
New Udaan Bhawan, Opp. Terminal 3
Indira Gandhi International Airport
New Delhi - 110 037
CIN U63033DL2006PLCI46936
T +91 11 4719 7000 F +91 11 4719 7181
W www.newdelhiairport.in

DIAL/CDO OFFICE/PHASE 3A/0066
March 9, 2022

To,
The Managing Director,
Haryana Power Generation Corporation Limited (HPGCL),
Panchkula, Haryana.

MD/HPGCL
10/03/2022
CE/PTPS

Speaks
OS/MD

Subject: - Phase3A Expansion Works at IGI Airport, New Delhi
Lifting of Pond ash from New Ash Dyke, FTPS, HPGCL Faridabad

Reference No. Memo No. Ch.-10/FTPS/2020/78 Dated 21.12.2020 issued to M/s KMV Projects

Dear Sir,

We, Delhi International Airport Ltd. (DIAL) have awarded the contract for Phase 3A expansion works for IGI Airport, New Delhi, to M/s Larsen & Toubro Ltd on an EPC basis. L&T, in turn, has appointed M/s KMV Projects Ltd. as one of its subcontractors. M/s KMV Projects Limited is executing the construction of Eastern Cross Taxiway (ECT), various roads including northern access road, spine road, parallel access road and other associated works/structures. According to the project plan, they need to lift approx. 70,000 MT pond ash for construction of ECT embankment.

With reference to above referred memo, it is understood that the permission for lifting of 70,000 MT pond ash from new Ash Dyke FTPS, HPGCL, Faridabad has already been granted to M/s KMV Projects Limited.

The requirement of the pond ash is critical for completion of the concerned project works as per the schedule. Therefore, we request you to expedite the process for completion of various formalities with M/s KMV Projects in this regard so that they can commence lifting the pond ash at the earliest, which will help attain critical project milestones.

We look forward to your support and prompt intervention in this regard.

Yours faithfully,
For Delhi International Airport Limited

S. Sri Rama Murthy

Sri Rama Murthy Sattiraju
Chief Development Officer

CC: M/s KMV Projects Limited, DIAL Phase 3A Project, Landmark –L&T Office, Area-8, Opp. Sky Chef, Near Centaur Hotel (IGI Airport T3), New Delhi-110037.

ALL SECS
SRI RAMA MURTHY
SATTIRAJU
3
Stores
Xen/E
P.S.
16/3/2022

3430
CFMS/Diary No. 461
MD/HPGCL
Dated..11/03/2022



HARYANA STATE POLLUTION CONTROL BOARD
Faridabad Region, Opp. Hewan Appmt., Sector-16A, Faridabad
Website: www.hspcb.gov.in Email: hspcbrofr@gmail.com



NO. HSPCB/FR/2022/ 114.26

Dated: 24/12/2021

To: M/s K M V Projects Ltd.,
S-3-948/9-19, Level 4,
Solitaire Plaza, Beside Image Hospital
Amcerpet, Hyderabad-500073.

Sub: **Lifting of Pond Ash from New Dyke, FTFS, HPGCL, Faridabad for Construction of city roads including Northern access road, spine road, new access road (cargo road), Eastern cross taxiway and its associated structures at Indira Gandhi International Airport. - Reg.**

Ref: Faridabad Thermal Power Station memo no. 10/FTFS/2020/78 dated 21.12.2020.

In this connection, it is intimated that as per your above referred letter you are proposing that M/s Shri Bhagwan Projects Pvt Ltd. will lift Pond Ash from New ash Dyke, FTFS, HPGCL, Faridabad for Construction of city roads including Northern access road, spine road, new access road (cargo road), Eastern cross taxiway and its associated structures at Indira Gandhi International Airport. Such type of activity does not fall in the consent management of HSPCB. However, following conditions may comply while lifting and transportation of pond ash from Ash Dyke situated at New Dyke, FTFS, HPGCL, Faridabad, that:-

1. The unit will obtain prior permission from HPGCL and other concerned authorities for lifting of pond ash from the Ash Dyke site.
2. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly.
3. Vehicles with PUC only will be allowed to ply for transportation of fly ash.
4. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
5. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
6. Air pollution due to lifting & handing of pond ash should be controlled and kept in permissible limits specified under Environmental Law's.
8. Effective safeguard measure such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by CPCB/MOEF,
9. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by the NHAI in order to prevent Air Pollution and public nuisance at later stage.
10. The orders of Hon'ble NGT and other courts of Law should be strictly adhered.
11. The road may not be damaged due to transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
12. Unit will comply with directions/Rules/Norms under the Gazette of India dated 31.12.2021.

Further, this letter does not exempt the unit/organization from obtaining necessary applicable permission from the other departments like Municipal Corporation Faridabad/Forest Department /HPGCL/Mining Department /Ministry of Environment & forest/State Environmental Impact Assessment Authority, before execution of work on site for lifting of Pond Ash from New Dyke, FTFS, HPGCL, Faridabad for Construction of city roads including Northern access road, spine road, new access road (cargo road), Eastern cross taxiway and its associated structures at Indira Gandhi International Airport.

(Signature)
Regional Officer
Faridabad Region
24/12/2021



FARIDABAD THERMAL POWER STATION

(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)

(A Government of Haryana Undertaking)

(Regd. Office: C-7, Urja Bhawan, Sec.-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517

ISO: 9001, ISO: 14001

& OHSAS: 18001 Company

Website: www.hpgcl.org.in

E-mail : deepak.dureja@hpgcl.org.in

Ph. 0129-2232887

From

Executive Engineer
FTPS, HPGCL, Faridabad

To

M/s KMV Projects Pvt Ltd.
8-3-948/949, Level-4
Solitaire Plaza, Beside Image Hospital
Ameerpet, Hyderabad.

Memo. No. Ch. 28 / FTPS / 2020 / 78

Dated: 22/03/2022

Subject: Permission for lifting 70000 MT of pond ash from New Ash Dyke of FTPS, HPGCL, Faridabad by M/s KMV Projects Pvt Ltd.

This has reference to MoU signed between HPGCL and M/s KMV Projects Pvt Ltd on dated 22.3.2022 subsequent to the approval accorded by WTDS, HPGCL in circulation and submission of requisite documents by your firm.

You are hereby allowed to lift 70000 MT of pond ash from New Ash Dyke of FTPS, HPGCL, Faridabad with immediate effect till 31.3.2023. All the terms and conditions agreed in MOU have to be complied by your firm in letter and spirit.

It is further informed that HPGCL reserves the right to en-cash the demand draft if the firm fails to submit the Bank Guarantee with in fifteen days.

This is for your information and necessary action please.

DA/Copy of MoU


22/3/22
Executive Engineer
FTPS, HPGCL, Faridabad

Copy to :-

- (i) OSD to MD, HPGCL, Panchkula
- (ii) Sr. P.S. to Director/Gen., HPGCL, Panchkula.
- (iii) Chief Engineer/PTPS, HPGCL, Panipat
- (iv) SE/FTPS, HPGCL, Faridabad





ISO 9001:ISO 14001
& OHSAS 18001 Company

FARIDABAD THERMAL POWER STATION FARIDABAD

(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)

(Regd. Office: C-7, Urja Bhawan, Sec.-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in E-mail: xcoftps@hpgcl.org.in

Ph: 0120-2234277

From

Executive Engineer/FTPS,
HPGCL, Faridabad

To

M/s KMV Projects Ltd.
8-3-948/949, Level 4,
Solitaire Plaza, Beside Image Hospital
Ameerpet, Hyderabad-500073

Memo No- Ch- 50 /FTPS/2020/78

Dated:22.04.2022

Subject:

Permission for lifting 70000 MT of pond ash from New Ash Dyke of
FTPS, HPGCL, Faridabad by M/s KMV Project Pvt. Ltd.

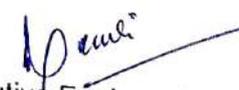
Please refer to the following

- i) This office memo no. Ch 28/FTPS/2020/78 dated 22.03.2022
- ii) This office memo no. Ch 41/FTPS/2020/78 dated 13.04.2022
- iii) Your offer through email received on dated 18.04.2022 regarding
Lifting of Pond Ash on matching auction prices of Rs.75/- per MT.
- iv) This office memo no - Ch-47/FTPS/2020/78 dated:21.04.2022

Your firm has submitted an advance payment of Rs 472500/- vide
pay order no CTS0654580 dated 22.04.2022 in compliance of
payment terms and conditions of this office memo no under
reference iv above

Therefore your firm is hereby allowed to start lifting of pond ash
from new ash dyke of FTPs, HPGCL Faridabad with immediate
effect. All terms and conditions agreed in MOU along with additional
terms and conditions have to be complied by your firm in letter and
spirit.

This is for information and further necessary action please


Executive Engineer/FTPS
HPGCL, Faridabad.

CC:-

- 1 Chief Engineer/PTPS, HPGCL, Panipat
- 2 Superintending Engineer/FTPS, HPGCL, Faridabad
- 3 FA&CAO/PTPS, HPGCL, Panipat.

o/c 

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 21/03/2022

Certificate No. EOU2022C1077
GRN No. 88432726

Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Hpgcl
H.No/Floor : 0
City/Village : Faridabad
Phone: 93*****06

Sector/Ward : 0
District : Faridabad
LandMark : 0
State : Haryana

Buyer / Second Party Detail

Name : K m v Projects Ltd
H.No/Floor : 0
City/Village : Hyderabad
Phone : 93*****06

Sector/Ward : 0
District : Hyderabad
LandMark : 0
State : Telangana

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING BETWEEN HARYANA POWER GENERATION CORPORATION LIMITED AND M/S KMV PROJECTS Pvt. Ltd. FOR LIFTING OF POND ASH FROM NEW ASH DYKE AREA OF FARIDABAD THERMAL POWER STATION IN VILLAGE BADKHAL, PALI AND BHANKRI IN FARIDABAD.

Place : Faridabad.

Date: 22/03/2022

This MoU is signed on this 22th day of March 2022 between HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), a Company incorporated under Companies Act 1956 which includes its successor, administrator & permitted assignee through Shri Deepak Dureja, Xen/FTPS, HPGCL, Faridabad an authorized representative of HPGCL as party of one PART and M/s KMV Projects Pvt Ltd which includes its successors administrator and permitted assignee through Shri Bhagwan Projects Pvt. Ltd. an authorized representative of M/s K.M.V. Projects Ltd., as party of other part.

1.0 INTRODUCTION:

Faridabad Thermal Power Station (FTPS) had been phased out in 2010 and about 18 lakh Metric Ton of ash is deposited in New Ash Dyke Area in Village Badkhal, Pali & Bhankri in Faridabad. This ash has been requested to be lifted by M/s KMV Projects Pvt Ltd, for its utilization at Indira Gandhi International Airport. The request of the firm was considered by WTDs, HPGCL, in File No. FTPS/2020/78 at NP-8-10. The permission thus accorded shall be got ratified from competent authority of HPGCL, in due course of time, if required.

M/s KMV Projects Pvt Ltd Hyderabad vide its letter dt. 25.2.2022 (copy attached) had undertaken to bear all transportation cost and make necessary arrangements to lift the pond ash at their own and to take the same from site for subject cited purpose and no invoice is to be raised for any payment for lifting of ash from New Ash Dyke Faridabad. In addition, M/s KMV Projects Pvt Ltd has further undertaken that in order to contain pollution, they will install water sprinklers and carryout plantation etc. at HPGCL New Ash Dyke area.

M/s KMV Projects Pvt Ltd Hyderabad had got accorded permission from Haryana State Pollution Control Board vide Reference No. HSPCB/FR/2022/4426 dated 24.2.2022 vide which various conditions to be complied

22/3/22

Sudhit

with by M/s KMV Projects Pvt Ltd Hyderabad were elaborated (copy attached). M/s KMV Projects Pvt Ltd shall comply with the same in true letter and spirit during the course of lifting. Based upon the permission granted by WTD, HPGCL and clearance from Haryana State Pollution Control Board, Faridabad being already in place, M/s KMV Projects Pvt Ltd is allowed to lift the pond ash from New Ash Dyke Faridabad for a period up to 31.3.2023 for the purpose of lifting 70000 MT of Pond Ash subject to compliance of all environment and statutory norms.

2.0 SCOPE OF WORK:

In addition to terms and conditions stipulated by Haryana State Pollution Control Board, Faridabad, M/s KMV Projects Pvt. Ltd shall comply with the following terms and conditions also:-

- (i) Since, there are earthen embankments on two sides of the dyke encapsulating ash and these are designed to retain ash only. Their height has to be lowered alongwith lifting of ash in sliced manner from the site. The safety of Ash dyke has to be ensured by M/s KMV Projects Pvt Ltd. However, lowering and ultimately removal of these embankments is to be carried out by M/s KMV Projects Pvt. Ltd at their own cost without causing any damage to HPGCL.
- (ii) M/s KMV Projects Pvt Ltd will carry out laying of 6 inches thick layer of earth cover within one month of lifting of pond ash.
- (iii) All the regulations and norms of Ministry of Environment and Forest with respect to pollution shall be strictly followed by M/s KMV Projects Pvt Ltd for lifting of pond ash. Any orders/strictures/ penalties etc. passed by any court of law/NGT or any other authority for violating any Environmental Law or Instructions of MoEF shall be met by M/s KMV Projects Pvt Ltd and HPGCL shall be kept indemnified by M/s KMV Projects Pvt Ltd Any local issue/s emanating as a result of lifting/transportation of ash shall be dealt by M/s KMV Projects Pvt Ltd including damage caused to the roads during transportation and traffic,public property etc.
- (iv) HPGCL shall maintain a register at site for the documentary proof of total ash lifted from the New Ash Dyke, Faridabad on monthly basis so that progress in this regard can be monitored by HPGCL & M/s KMV Projects Pvt Ltd . Additional Terms and Conditions by HPGCL as contained in Annexure-A shall be strictly followed by M/s KMV Projects Pvt Ltd (copy attached).
- (v) This MoU shall remain valid upto 31.3.2023 or completion of lifting of 70000 MT pond ash, whichever is earlier, however, parties with their mutual consent can extend the period of this MoU. Both the parties will be bound by the conditions of this MoU.
- (vi) HPGCL reserves the right to cancel permission to M/s KMV Projects Pvt Ltd at any stage to lift the pond ash for non compliance of any of the terms and conditions or as per directions of higher authorities of HPGCL.
- (vii) The firm shall provide round the clock security persons for manning HPGCL site during the validity of MoU with HPGCL in order to ensure that no unauthorized firm/agency lifts the Pond Ash. HPGCL can inspect the site at any point of time and upon finding any irregularity, penalty as decided by the competent authority can be imposed and the firm shall be liable to pay for the same.

Signed on this date month & year by & between.

I know the Deponent and He/She
Signed in the presence of
Impression in my presence

WITNESSES:

- 1. *[Signature]*
- 2. *[Signature]*

WITNESSES:

- 1. *[Signature]* 22/03/22
- 2. *[Signature]* 22/03/22

Place: Faridabad



FOR HARYANA POWER GENERATION CORPORATION LIMITED

[Signature]
22/3/22

EXECUTIVE ENGINEER/FTPS
HPGCL, Faridabad

Date:

ATTES REE AS IDENTIFIED

[Signature]

Notary Faridabad (Haryana)

Annexure-A

1. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly providing borewells in that area for which statutory permission as per the law of the land shall taken by M/s K.M.V. Projects Pvt. Ltd. at its own level .
2. Vehicles with PUCC only will be allowed to ply for transportation of pond ash.
3. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
4. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
5. Air Pollution due to lifting & handling of pond ash should be controlled and kept in permissible limits specified under Environmental Laws.
6. Effective safeguard measures such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air quality parameters conform to the norms prescribed by CPCB/MoEF.
7. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by the ^{M/s K.M.V. Projects Pvt. Ltd.} ~~M/s Shree Cement Ltd.~~ in order to prevent Air Pollution and public nuisance at later stage.
8. The order of Hon'ble NGT and other courts of law shall be strictly adhered.
9. The road may not be damaged due to transportation and the transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
10. Laying of 6" thick layer of earth cover has to be done within one month of lifting of pond ash.
11. All transportation of pond ash is to be carried out by contractors of M/s KMV Projects PvtPvt/its authorized Firm at their own cost.
12. All the regulations and norms of MoEF and Department of Forest shall be strictly followed.
13. All local issues shall be dealt by your office without any damage to HPGCL.
14. The work of lifting of pond ash has to be completed latest by 31.3.2023 unless otherwise extended.



Sudhit

[Signature]
22/3/22



HPGCL
ISO:9001,ISO:14001
& OHSAS:180001 COMPANY

FARIDABAD THERMAL POWER STATION, FARIDABAD

A unit of Haryana Power Generation Corporation Ltd.
(House No. 251/Type-IV, Thermal Power House Colony, Sector-23, Faridabad-121005)

(Regd. Office: C-7, Urja Dhawan, Sector-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in email: gen@hpgcl.org.in

Ph: 0129-2234277

From

Chief Engineer/PTPS,
PTPS, HPGCL, Panipat.

To

M/s Shree Cement Ltd.
Bangur Nagar, Post Box No. 33,
Beawar, Rajasthan-305901



Memo No.Ch-21/FTPS/2022/109

Dated: 07.06.2022

Sub: LOA for lifting of Pond Ash from New Ash Dyke of FTPS Faridabad.

Ref: Your online bid on MSTC portal against bid ID No. MSTC/CDG/HPGCL/1/Near Bata Shoe Factory, No. 1 NIT/21-22/35500 held on 24.03.2022.

Dear Sir,

The letter of allocation is hereby issued for lifting of 3 no. lots of 4.5 Lakh MT each i.e. total 13.5 Lakh MT of Pond Ash from New Ash Dyke, FTPS, Faridabad at your quoted rates given below plus taxes as applicable:-

Lot No.	Lot Name	Qty.	Rate per MT
1.	Supply of Pond Ash	4,50,000 MT	70.00
2.	Supply of Pond Ash	4,50,000 MT	75.00
3.	Supply of Pond Ash	4,50,000 MT	70.00

ALL SEs
Admn./Officer
SE/CDM-I,IV,V,VI
SE/CDM-III
SE/PTPS
SE/M.P. & OS
SE/Admn.
SE/Stores
SE/Civil
SE/Disposal
FA & CAO
Xen./MO/KS-II
Xen/Off.
P.S.

You have to submit PBG of Rs. 10 Lakhs for each lot i.e. Rs. 30 Lakhs for 3 no. lots in favour of Sr. AO, FTPS, HPGCL, Faridabad within fifteen (15) days of the issue of this letter as per terms and conditions of auction catalogue. The PBG submitted against a particular lot shall remain valid till the complete lifting of that lot. Further, you shall deposit and maintain an advance payment equivalent to the cost of one month quantity of the annual allocated quantity. The advance payment including all taxes and duties is to be deposited in the last week of the preceding month for the month in which the quantity of Pond Ash is to be actually lifted.

The completion period is 02 years w.e.f the date of commencement of work. As your firm is being awarded more than one lot, at least 3 Lakh MT Pond Ash will be required to be lifted in one year as per auction catalogue and maximum time limit will be 4 years. Further you will follow all the statutory guidelines and ensure smooth lifting of Pond Ash as per auction catalogue.

Detailed Work Order/Sale order follows.

[Signature]
Executive Engineer/FTPS,
for Chief Engineer/PTPS,
HPGCL, Panipat.

CC:

- ✓ CE/PTPS, HPGCL, Panipat for kind information please
- MSTC Ltd. Telephone Exchange Building, 2nd floor, Sec-5, Panchkula.

This issues with the approval of WTDs of HPGCL in its 73rd meeting held on 11.05.2022.



HARYANA STATE POLLUTION CONTROL BOARD
Faridabad Region, Opp. Hewo Appmt., Sector-16A, Faridabad
Website: www.hspcb.gov.in Email: hspcbrofr@gmail.com



NO. HSPCB/FR/2022/ 1240

Dated: 25/07/2022

To

M/s Shree Cement Limited,
Bangur Nagar, PO no. 33,
Beawar, Rajasthan - 305901.

Sub:
Ref:

Lifting of Pond Ash from New Dyke, FTPS, HPGCL, Faridabad - Reg.
Faridabad Thermal Power Station memo no. Ch-21/FTPS/2022/109 dated 07.06.2022.

In this connection, it is intimated that as per your above referred letter you are proposing that M/s Shri Bhagwan Projects Pvt Ltd. will lift Pond Ash from New ash Dyke, FTPS, HPGCL, Faridabad. Such type of activity does not fall in the consent management of HSPCB. However, following conditions may comply while lifting and transportation of pond ash from Ash Dyke situated at New Dyke, FTPS, HPGCL, Faridabad, that:-

1. The unit will obtain prior permission from HPGCL and other concerned authorities for lifting of pond ash from the Ash Dyke site.
2. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly.
3. Vehicles with PUCC only will be allowed to ply for transportation of fly ash.
4. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
5. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
6. Air pollution due to lifting & handing of pond ash should be controlled and kept in permissible limits specified under Environmental Law's.
7. Effective safeguard measure such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by CPCB/MOEF,
8. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by the Shree Cement Limited in order to prevent Air Pollution and public nuisance at later stage.
9. The orders of Hon'ble NGT and other courts of Law should be strictly adhered.
10. The road may not be damaged due to transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
11. Unit will comply with directions/Rules/Norms under the Gazzete of India dated 31.12.2021.

Further, this letter does not exempt the unit/organization from obtaining necessary applicable permission from the other departments like Municipal Corporation Faridabad/Forest Department /HPGCL/Mining Department /Ministry of Environment & forest/State Environmental Impact Assessment Authority, before execution of work on site for lifting of Pond Ash from New Dyke, FTPS, HPGCL, Faridabad.

Kanania
25/07/2022
Regional Officer
Faridabad Region



FARIDABAD THERMAL POWER STATION FARIDABAD

Annexure R-10

CH-38

(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)

(Regd. Office: C-7, Urja Bhawan, Sec.-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517

Ph. 0129-2232887, 0129-2234277, 9354516229

Website: www.hpgcl.org.in E-mail: xenftps@hpgcl.org.in

ISO: 9001, ISO: 14001
& OHSAS: 18001 Company

Sale Order No. 325/FTPS/2022/109
Dated :- 03.08.2022

From

Chief Engineer/PTPS,
PTPS, HPGCL, Panipat.

To

M/s Shree Cement Ltd,
Bangur Nagar, Post Box No. 33,
Beawar -30590.
Rajasthan, India

Memo No.Ch- 37 / FTPS/2022/109

Dated: 03.08.2022

Subject: Sale order for lifting Pond Ash from New Ash Dyke at FTPS Faridabad

- Ref:** 1.Your online bid on MSTC portal against Bid ID no. MSTC/CDG/HPGCL/1/Near Bata Shoe Factory, No. 1 NIT/21-22/35500 held on 24.03.2022
2. LOA issued vide this office memo no. Ch-21/FTPS/2022/109 dated 07.06.2022

In continuation to the LOA issued by this office vide memo no. Ch-21/FTPS/2022/109 dated 07.06.2022 for lifting Pond Ash from New Ash Dyke of FTPS Faridabad (3 No lots of 4.5 LMT each, Total 13.5 LMT).This office is pleased to place upon you the sale order as per the below mentioned terms & conditions:

TERMS AND CONDITIONS:

1. **Scope Of Supply:-** M/s Shree Cement Limited will completely lift all 3 No Lots of Pond Ash i.e. 13.5 Lakh MT from New Ash Dyke (subject to availability) of FTPS, Faridabad as detailed below:-

Lot No	Lot Name	Qty.	Rate/MT	GST
1	Supply of Pond Ash	4,50,000 MT	70.00	As applicable
2	Supply of Pond Ash	4,50,000 MT	75.00	
3	Supply of Pond Ash	4,50,000 MT	70.00	

on "as is where is basis" by engaging your own Heavy Earth Moving Machinery (HEMM) Equipment in pollution free manner. The price per MT as mentioned above plus GST as applicable will remain firm during the entire completion period of this sale order. The firm shall make all the arrangements for loading, unloading, transportation for taking delivery in their own trucks/bulkers/containers properly covered with tarpaulin. Power connection (if required) shall be arranged by the firm at its own level. HPGCL shall have the right to sell the quantity to any other party, if the allocated quantity is not lifted by the firm for any reason.

2. **Contract Performance Guarantee (CPG)**

- a) M/s Shree Cement Limited have already submitted Contract Performance Bank Guarantee (BG no. 182501000000143 dated 23.06.2022 of Axis Bank) amounting to Rs. 30 Lakh (10 lakh each for 3 Lots) against Pond Ash to be lifted for all 3 lots of 4.5 LMT each, total 13.5 MT from New Ash Dyke FTPS, Faridabad, valid up to 26.06.2026.

- b) In case the firm fails to comply with the terms and conditions of allocation letter, HPGCL shall have the right to en-cash the BG immediately on default. The bank guarantee shall be kept valid for 60 days beyond the subsistence of contract period. This will be called contract performance guarantee.
- c) Buyer would be required to comply with all requirements of the NIT terms and conditions without any extra cost to the supplier, failing which his bid security may be forfeited

3. Payment terms and conditions

M/s Shree Cement Limited shall deposit and maintain an advance payment equivalent to the cost of one month quantity of the annual allocated quantity of 3.375 MT. The advance payment including all taxes and duties is to be deposited in the last week of the preceding month for the month in which the quantity of pond ash is to be actually lifted in the form of demand draft / RTGS/ Bank transfer in favour of Sr. A O /FTPS. The advance payment will be adjusted/ reconciled against the actual cost of pond ash lifted during the month. The differential advance amount shall be adjusted in advance payment due in the following month. All bank charges shall be borne by the buyer.

4 Supplier's Right to vary quantities at the Time of allocation / supply

The Supplier reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of pond ash from that originally specified in the bid documents without assigning any reason.

5. Settlement of Disputes

Amicable Settlement

- a) In the event of any dispute or claim of any kind whatsoever that may arise between the Supplier and Buyer as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it ("Dispute"), either Party may by written notice inform the other Party of a Dispute ("Dispute Notice").
- b) The Parties shall within a period of 30 Days from the date of receipt of Dispute Notice by such other Party meet and endeavour to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the Parties to settle Dispute amicably within such 30-Days period, either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.

6. Arbitration

In the event that the parties are unable to resolve the disputes under Clause above, controversy or claim relating to or arising out of this contract, such disputes, controversy or claim shall be finally referred to Sole Arbitrator appointed by MD/HPGCL in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.

7. Force Majeure

- a) "Force Majeure" shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure shall include but not be limited to the following events and circumstances:
 - i. Flood, cyclone, lightning, storm, tidal wave, hurricane tomado, earthquake, landslide, epidemic or other acts of God.
 - ii. War (whether declared or not), riot, civil war, blockade, insurrection.
 - iii. Illegal strike or illegal lockout; and
 - iv. Acts of Governmental Instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the

effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.

- b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- d) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended after mutual discussion.
- e) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to Supplier's right to terminate the Contract under Special Conditions of Supply (Clause 58).
- f) Delay or non performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
- g) If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCS (Clause 35).
- h) In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non performance.

8. Insurance & Buyer's Liability

- a) The Buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost.
- b) The Buyer shall at all times indemnify the seller against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Ash dyke area which may arise out due to buyers act/negligence while carrying out the contract.

9. Suspension of the supply

- a) The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- b) The Supplier shall not be responsible for any liabilities for suspension of issue of pond ash or issue of reduced quantity of pond ash for any reason whatsoever.

10. Indemnity for defence of Suits

If any action in court is brought by third party against the Supplier or an officer or agent of the Supplier for the failure or neglect on the part of the buyer to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged commission or negligence on the part of the buyer, his agents, representatives or his Sub- contractors, workmen, suppliers, or representatives employees the buyer shall in such cases indemnify and keep the Supplier and FTPS, Faridabad, HPGCL and/or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.

11. Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against pond ash and /or the Contract Performance Guarantee deposited by the buyer.

12. Safety Requirements

The buyer shall ensure safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the buyer. The buyer shall also ensure safety and security of all FTPS, Faridabad, HPGCL and Supplier's delivery personnel at delivery site.

13. Disorderly Conduct

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

14. Jurisdiction of Court

All legal proceedings in connection with the contract will be subject to the jurisdiction of Faridabad Court only. During and after lifting of ash from the ash pond, all the property rights of New Ash Dyke FTPS, Faridabad shall rest with HPGCL

SPECIAL CONDITIONS OF SUPPLY

1 Working Hours

The delivery hours of pond ash shall be as per the direction of the CE/PTPS. In normal circumstances, FTPS may allow lifting of pond ash for 24 hours. However, during windy seasons it may be restricted to night hours or may be stopped completely.

2 Delivery Point

- a) FTPS, Faridabad would deliver pond ash from the designated area of New Ash dyke.
- b) Pond ash shall be considered to have been delivered as soon as it is discharged into the buyer's vehicle at the loading point.

3 Quality of pond ash

FTPS, Faridabad, HPGCL would deliver pond ash at designated delivery point(s) i.e. designated area of Ash Dyke of FTPS, Faridabad on "as available" basis.

4 Period of Lifting

The period of completion of this job/ activity will be 4 years (being your firm awarded more than one lot) w.e.f the 22.06.2022 and the minimum lifting for a year will be 3 L MT excluding the days, when the lifting is totally stopped by the management on environmental/administrative grounds. A penalty of Rs 2 per MT will be levied for the short-lifted quantity at the end of each year after adjusting the days when lifting was not allowed by HPGCL authorities. HPGCL shall have the right to sell the quantity to any other party, if the allocated quantity is not lifted by your firm for any reason.

5 Upward Quantity Flexibility

If requested by the Buyer, the Supplier may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the supplier.

6 Commencement of first take off

Commencement of first off take for M/s Shree Cement Limited of pond ash should not exceed beyond 15 days from the date of issue of award letter unless specifically agreed by the Supplier.

7 **Weightment for invoicing** 97

Pond ash shall be issued based on actual weightment. The firm shall install a weigh bridge at the exit point and other necessary gadgets to generate e-invoice. Weight so recorded shall be considered final. The calibration of the Weigh Bridge shall be got done by the firm at its own cost and level every 6 months from a state approved testing agency and certificate to be submitted to XEN/FTPS. The calibration of the same can be cross checked by HPGCL at its level anytime without giving any notice. Suitable action can be taken by HPGCL upon discovering any misappropriation.

M/s Shree Cement Limited will install CCTV at the exit point the footage of which shall be made available to HPGCL round the clock. No entry and exit of the vehicles shall be allowed during the outage of the CCTV.

8 **Termination of contract:-**

In case the firm is not able to lift the pond ash from New Ash Dyke for a period of more than a month for reasons other than unforeseen situation, or there is any breach of contract then HPGCL have the right to terminate the agreement by giving 15 days notice.

Following will constitute breach of contract:

- a) Delay in first take off by Buyer from committed date by more than 15 days. Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-in-Charge.
- b) Buyer has failed to discharge his obligations according to the terms & conditions of contract.

9 **Shortfall in supply by Supplier:-**

HPGCL will not be liable to pay any kind of damages or compensation to the firm in the event of short or non-supply of pond ash during the period of agreement for reasons beyond its control.

10 **Taxes, Duties, Levies etc.**

- a) The Bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, GST etc. on the supply of pond ash. Such statutory liabilities, if any, shall be paid by buyer extra.
- b) All pond ash will be sold on Ex Ash dyke / Ex Works basis. Regarding exports of pond ash by the buyer, it is the responsibility of the buyer to fulfil their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the seller against all such liabilities and losses on failure to fulfil the export obligations, if any.

11 **Delivery:-**

- a) Buyer should depute his authorized representative to Ash dyke area for co-ordination and taking delivery of pond ash.
- b) Delivery will be from designated area of ash dyke to trucks/bulkers/containers (properly covered with tarpaulin) only, which are suitable for loading from ash dyke.

12 **Responsibility during Transportation**

- a) The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and seller will not be liable in the matter. If any action is brought against the seller for payment of damages or compensations, the buyer shall indemnify the seller from all such action or claim from damages/compensation. If the seller is held liable for any compensation, buyer shall forthwith compensate the seller if any; such claim arose after expiry of the contract period.
- b) The Buyer's transporter(s) shall have valid license of statutory, State Govt./Central Govt Authority for transportation of specified goods if required.

13 **Billing**

Supplier will issue bill for each and every vehicle on daily basis showing the value of the pond ash delivered for each day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per Clause-

14 Contract Agreement

- a) Contract agreement shall be signed on NJSP of Rs. 100/- within one month of issue of letter of allocation.
- b) The Contract Agreement can be terminated by HPGCL without assigning any reason by giving a notice of one month to the firm.

15 Pollution Control & Transportation of Pond ash

- i) All measures would be taken by the firm as per norms of HSPCB/MOEF&CC/NGT to avoid pollution to the satisfaction of HPGCL. Similarly, while transporting, no spillage of pond ash would be permitted to avoid air pollution. If the process adopted by the party is found deficient, HPGCL has the right to cancel the agreement and agency shall be responsible for any loss/litigation on this account.
- ii) Vehicles with PUCC only shall be allowed to ply for transportation of ash.
- iii) Transportation of ash shall be carried out in wet condition through covered trucks only and vehicles carrying pond ash shall not be overloaded.
- iv) Effective safeguard measures to ensure that ambient air quality parameters conform to the norms stipulated by SPSCB and MoEF shall be taken by the firm.
- v) Transportation shall be carried out by the firm at their own cost and any resultant issues such as accidents or damage of the roads shall be dealt by the firm.
- vi) The firm shall indemnify HPGCL from any fine, loss, penalty, strictures, and damage to life/property resulting as result of lifting and transportation of pond ash. An **Indemnity Bond** shall be furnished by the firm to that effect before start of work.
- vii) In case there is any contradiction between NIT and environment policy, then environment policy will prevail.

16 Labour Laws

All statutory regulations pertaining to labour laws and labour welfare activities shall be followed by you.

17 Safety

The buyer would be responsible for the safety of its people for which the buyer should provide necessary safety equipments to its workers.

The buyer shall be fully responsible for maintaining all the insurance covers as per law of land at its own cost.

For the safeguard of man & machinery inside the Ash Dyke area, M/s Shree Cement Limited may depute security at its own cost and arrangement. M/s Shree Cement Limited will ensure that lifting of pond ash is done in proper co-ordination with HPGCL and will not hamper the Ash Dyke/HPGCL operations/activities.

18 Authorized person

A proper authorization in the format prescribed by Executive Engineer, FTPS, Faridabad must be presented, if the buyer wants to depute an agent /transporter on its behalf.

19 End use certificate

Buyer shall invariably submit the certificate of the end use of pond ash on yearly basis and also furnish any information required by FTPS, Faridabad, HPGCL related to ash lifting.

20 MVI/RTO for overloading

Buyer and its transporter would be entirely responsible towards MVI/RTO for overloading of pond ash. FTPS, Faridabad, HPGCL in any case will not be held responsible for the same.

21 Covering the surface with earth layer

The buyer, upon completion of work, shall cover the exposed ash surface with 6" layer of earth to prevent ash from getting airborne. Any delinquency in this regard can result in forfeiture of Bank Guarantee submitted against the work allotted.

22 SET OFF

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the supplier with the HPGCL.

-sd-
Executive Engineer
FTPS, HPGCL, Faridabad
for Chief Engineer/PTPS,
HPGCL, Panipat

Endst. No. Ch-37/FTPS/2022/109

dated 03.08.2022

Copy of the above is forwarded to the following for information and further necessary action please:

1. Chief Engineer/PTPS, HPGCL, Panipat
2. FA&CAO, PTPS, HPGCL, Panipat
3. ✓ Sr. A.O.FTPS, HPGCL, Faridabad.

This sale order is being issued with the approval of WTDs of HPGCL in its 73rd meeting held on 11.05.2022 in respect of item no. 73.11 and getting it pre-audited from FA&CAO at NP-1 and Ch 28 of file no. FTPS/2022/109.

N. Saini
Executive Engineer
FTPS, HPGCL, Faridabad
for Chief Engineer/PTPS,
HPGCL, Panipat

CH-41

**Indian-Non Judicial Stamp
Haryana Government**

Non Judicial Date: 08/08/2022

Certificate No. E0H2022H161 Stamp Duty Paid: ₹ 101
(Rs. Only)

GRN No. 93194488 Penalty: ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Shree cement limited
 H No/Floor: Na Sector/Ward: Na LandMark: Na
 City/Village: Panipat District: Panipat State: Haryana
 Phone: 88*****69

Buyer / Second Party Detail

Name: Faridabad thermal power plant Hpgcl
 H.No/Floor: Na Sector/Ward: Na LandMark: Na
 City/Village: Faridabad District: Faridabad State: Haryana
 Phone: 88*****69

Purpose: CONTRACT AGREEMENT

The authenticity of this document can be verified by scanning the QR Code through smart phone or on the website <https://egrashry.nic.in>

This contract agreement is entered into this day i.e 09th Aug 2022 between FARIDABAD THERMAL POWER STATION-FTPS-HPGCL (having its registered office at C-7, Urja Bhawan, Sector-6, Panchkula) a Company registered Under the Indian Companies Act. 1956, which has come into existence on unbundling of Haryana State Electricity Board under Haryana Electricity Reforms Act-1997 (here-in-after to be referred as FTPS-HPGCL) on the one part and M/s. Shree Cement Ltd., Post Box No. 33, Beawar 305901, Rajasthan, India (here-in-after referred to as contractor or SCL) on the other part.

Whereas parties to this contract, mutually agreed for allocation & lifting of Pond Ash (approx. 13.5 Lakh MT, subject to availability) to contractor or SCL from the New Ash Dyke Faridabad of FTPS-Faridabad vide LOA No - CH-21/FTPS/2022/109 dated 07-06-2022 and for carrying out the work of lifting of Pond ash from New ASH-Dyke of FTPS-Faridabad vide Sale order No: 325/FTPS/2022/109 dated 03.08.2022. The following communication between the parties shall also be read as part of this contract:-

1. MSTC/CDG/HPGCL/1/Near Bata Shoe Factory No. 1/NIT/21-22/35500 held on 24-03-2022
2. LOA No - CH-21/FTPS/2022/109 dated 07-06-2022
3. XEN FTPS email dated 02.08.2022
4. Sale order No - 325/FTPS/2022/109 dated 03.08.2022
5. Memo No - CH-37/FTPS-2022/109 dated 03.08.2022

Whereas contractor SCL further agrees and undertake to abide by all terms & conditions & regulations mentioned in above referred documents. Where the SCL also agrees to absolve the HPGCL from all risks & responsibilities towards the labour and/or Heavy Earth Moving Machinery (HEMM) engaged by the SCL on their part only, during the execution of above said work.

And whereas the FTPS- HPGCL & SCL have now agreed to execute this agreement.

All the above documents are the part and parcel of contract agreement. All terms & conditions of the contract shall be binding on both the parties to the contract. Now this deed witness and parties here to hereby mutually agreed as above.

In witness where the contractor M/s. Shree Cement Ltd & FTPS-HPGCL here to set their hands as under:

Signature & Designation on behalf of SCL

Abhilash
09/08/2022



Witness

- 1 - *Heer/...*
2. *Rashmi Singh*

Signature & Designation on behalf of HPGCL

Rashmi Singh
Executive Engineer
Thermal Power Station
Haryana Power Gen Corp
FARIDABAD

Witness

- 1 *[Signature]*
2. *Abhilash*
09/08/2022



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 (सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
 परिवहन गलियारा इकाई मथुरा (फरीदाबाद)
 प्लॉट नं 8 टोल प्लाजा भवन के सामने मथुरा रोड, फरीदाबाद-121003
National Highways Authority of India
 (Ministry of Road Transport & Highways, Govt. of India)
 Corridor Management Unit - Mathura (At Faridabad)
 Plot No.8, Near Tola Toll Plaza Building, Mathura Road Faridabad - 121003

फोन / Phone: 0129-2279538
 वेबसाइट / Web: www.nhai.gov.in
 ईमेल / Email: mathur@nhai.org



CH-7



Dated: 28.07.2022

NHA/CMU/MTR/F-87/2022/ D- 66969

To,
 Managing Director,
 Haryana Power Generation Corporation Ltd.
 Urja Bhawan, C-7, Sector-6,
 HPGCL, Panchkula - 134109

Handwritten initials: HSD, Y

Handwritten signature
 MD/HPGCL
 29/7/22
 Dr. Gey.
 CE/HPGCL

Sub: Construction of 6L Access Controlled Highway from Jn. with Jaitpur - Pushta Road to Jn. with Sector 62/65 dividing road on Faridabad - Ballabhgarh Bypass of NH-148NA from km. 9.00 to km. 33.00 including Spur upto Badarpur Border. - reg. Grant of permission for lifting flyash/pond ash from Faridabad Thermal Power Plant.

Ref:- Concessional Letter No. DRAIPL/ NHA/DND-KMP/Pkg-II/673 dt. 28.07.2022

Sir,

It is brought out that Concessionaire of the subject highway project M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd. vide letter under reference has assessed requirement of fly ash / pond ash available at Faridabad Thermal Power Plant for utilization on the highway embankment in reference to Gazette Notification No. 227 of MoEF&CC dt. 22.04.2021 regarding use of flyash on highways. The construction works on highway embankment are in progress and project is stipulated for completion by August 2023.

It is kindly requested to consider the request of concessionaire and grant permission for utilizing the flyash / pond ash available at Faridabad Thermal Power Plant for use in embankment work of subject highway project as per stipulations in above said Gazette Notification dated 22.04.2021. An early action in the matter shall be highly acknowledged.

Thanking you,

Encl: As above.

Handwritten: Care already prepared & submitted in
 Yours faithfully
 General Manager (T) & Project Director
 CMU-Mathura

11023
 CFMS/Diary No. 1245
 MD/HPGCL
 Dated 03/08/2022



ALL SEs
 Adm./Officer
 SE/O&M-IV,V,VI
 SE/UEL
 SE/FTPS
 SE/MP & GS
 SE/Admn.
 SE/M & Stores
 SE/Civil
 SE/Diagnosal
 FA & CAO
 Xen/WORKS-II
 Xc/VEH.
 I.S.

Copy to:- (i) Team Leader, M/s ICT Pvt. Ltd., House No. 480, 1st Floor, Surya Nagar, Phase II, Sector - 91, Faridabad, Haryana - 121003. - For information.
 (ii) Authorized Signatory, M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd., Sector-6, Dwarka, New Delhi - 110075. - For information and necessary actions.

Building a Nation, Not Just Roads/ सड़कों ही नहीं राष्ट्र का भी निर्माण
 (एच किन्दी न केवल सड़क का निर्माण करते हैं)
 Corporate Office: G-5A6, Sector-10, Dwarka, New Delhi - 110075
 मिनिमल कार्यालय: जी 5 ए 6 सेक्टर-10 द्वारका नई दिल्ली-110075

Handwritten signature and date: CE/HPGCL, 29/7/2022



HARYANA STATE POLLUTION CONTROL BOARD
Faridabad Region, Opp. Hewo Appmt., Sector-16A,
Faridabad Website: www.hspcb.gov.in Email:
hspcbrofr@gmail.com

17

NO. HSPCB/FR/2022/1296

Dated: 22/9/2022

To
M/s Faujdaar Builders & Movers,
Shop No. 20, Uncha Gaon Daulat Colony,
Ballabgarh, Faridabad.
Haryana, 121004.

Sub: **Lifting of Pond Ash from New Dyke, FTPS, HPGCL, Faridabad - Reg.**
Ref: Faridabad Thermal Power Station memo no. Ch-12/FTPS/2022/121 dated 02.09.2022.

In this connection, it is intimated that as per your above referred letter you are proposing that M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd. will lift Pond Ash from New ash Dyke, FTPS, HPGCL, Faridabad. Such type of activity does not fall in the consent management of HSPCB. However, following conditions may comply while lifting and transportation of pond ash from Ash Dyke situated at New Dyke, FTPS, HPGCL, Faridabad, that:-

1. The unit will obtain prior permission from HPGCL and other concerned authorities for lifting of pond ash from the Ash Dyke site.
2. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly.
3. Vehicles with PUCC only will be allowed to ply for transportation of fly ash.
4. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
5. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
6. Air pollution due to lifting & handing of pond ash should be controlled and kept in permissible limits specified under Environmental Law's.
7. Effective safeguard measure such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by CPCB/MOEF,
8. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by the Shree Cement Limited in order to prevent Air Pollution and public nuisance at later stage.
9. The orders of Hon'ble NGT and other courts of Law should be strictly adhered.
10. The road may not be damaged due to transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
11. Unit will comply with directions/Rules/Norms under the Gazzete of India dated 31.12.2021.

Further, this letter does not exempt the unit/organization from obtaining necessary applicable permission from the other departments like Municipal Corporation Faridabad/Forest Department /HPGCL/Mining Department /Ministry of Environment & forest/State Environmental Impact Assessment Authority, before execution of work on site for lifting of Pond Ash from New Dyke, FTPS, HPGCL, Faridabad

Kanodia
22/9/22
Regional Officer
Faridabad Region

CH-5
(1-6)

Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date : 08/09/2022

Certificate No. EAH2022I98

GRN No. 94273508

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Hpgcl

H.No/Floor : X

City/Village : Faridabad

Phone: 88*****88

Sector/Ward : 23

District : Faridabad

LandMark : X

State : Haryana

Buyer / Second Party Detail

Name : Dineshchandra Vaishnodevi infra pvt ltd

H.No/Floor : X

City/Village: New delhi

Phone: 88*****88

Sector/Ward : X

District : Delhi

LandMark : X

State : Delhi

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING BETWEEN HARYANA POWER GENERATION CORPORATION LIMITED, M/S DINESHCHANDRA VAISHNODEVI INFRA PVT. LTD. AND M/S FAUJDAAR BUILDERS AND MOVERS FOR LIFTING OF POND ASH FROM NEW ASH DYKE AREA OF FARIDABAD THERMAL POWER STATION IN VILLAGE BADHKAL PALI AND BHANKRI IN FARIDABAD.

Place : Faridabad

Date: 08-09-2022

This MoU is signed on this 08th day of September 2022 between **HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)**, a Company incorporated under Companies Act 1956 which includes its successor, administrator & permitted assignee through **Shri Rajesh Kumar Gulati, Xen/FTPS, HPGCL, Faridabad** an authorized representative of HPGCL as party of one PART (Here in after called the seller) and **M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd.** which includes its successors administrator and permitted assignee through **M/s Faujdaar Builders & Movers**, an authorized representative of **M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd.**, as party of other part (Here in after called the Buyer).

INTRODUCTION:

Consequent upon request of NHAi vide their letter memo no. NHAi/CMU/MTR/F-87/2022/ D-66969 dated 28.07.2022 addressed to M.D./ HPGCL followed by a request from **M/s Faujdaar Builders & Movers** a sub contractor of M/s



For Faujdaar Builders & Movers
Proprietor

Handwritten signature

Dineshchandra Vaishnodevi Infra Pvt. Ltd (a concessionaire of NHAI) addressed to M.D./ HPGCL for supply of pond ash from the New Ash Dyke of FTPS, Faridabad for construction of Six Lane access-controlled Highway from Junction with Jaitpur-Pushta Road to Junction with Sector-62/65 dividing road on Faridabad –Ballabgarh Bypass Section of NH-148NA (Design Ch. 9+000 to 33+000) including spur from Design Ch.13+200 to Junction of Faridabad –Ballabgarh Bypass with NH-19 Near Badarpur Border in state of Haryana under Bharatmala Pariyojana on Hybrid Annuity Mode. The same has been allowed after completion of site modalities and requisite formalities by M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd through their sub-contractor M/s Faujdaar Builders & Movers, Faridabad. The lifting of pond ash is being allowed subject to its availability at new pond ash dyke of FTPS Faridabad @ Rs. 75/- per MT plus GST extra as applicable towards cost of pond ash to be charged by HPGCL. All loading, transportation and other necessary activities for safe lifting of pond ash from new pond ash dyke of FTPS Faridabad will be in the scope of the buyer at their cost.

Lifting of pond ash from new pond ash dyke of FTPS Faridabad is being allowed as per following scope of work and terms & conditions:-

SCOPE OF WORK:

The Lifting of ash should be as per the following terms & Conditions;

1. Payment terms and conditions

The firm shall deposit and maintain an advance payment equivalent to the cost of one month quantity of pond ash proposed to be lifted by the firm in the ensuing month. The advance payment including all taxes and duties is to be deposited in the last week of the preceding month for the month in which the quantity of pond ash is to be actually lifted in the form of demand draft / RTGS/ Bank transfer in favour of HPGCL A/c as detailed in point No.12. The advance payment will be adjusted/reconciled against the actual cost of pond ash lifted during the month. The differential advance amount shall be adjusted in advance payment due in the following month. All bank charges shall be borne by the buyer.

2. Settlement of Disputes, Amicable Settlement

In the event of any dispute or claim of any kind whatsoever that may arise between the Parties either Party may by written notice inform the other Party of a Dispute ("Dispute Notice").

- a) The Parties shall within a period of 30 Days from the date of receipt of Dispute Notice by such other Party meet and endeavor to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the Parties to settle Dispute amicably within such 30-Days period,



For Faujdaar Builders & Movers

Bhagwan Singh

Proprietor

Handwritten signature

either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.

3. Arbitration

In the event that the parties are unable to resolve the disputes under Clause 2(a) above, controversy or claim relating to or arising out of this contract, such disputes, controversy or claim shall be finally referred to Sole Arbitrator appointed by MD/HPGCL in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed thereunder. The decision of arbitrator shall be final and binding for both the parties.

4. Insurance

- a) The buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost.
- b) The buyer shall at all times indemnify the seller against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Ash dyke area which may arise out due to buyers act/ negligence while carrying out the contract.
- c) The buyer will strictly adhere to all environmental norms & regulation and indemnify HPGCL from any liability arising out of or due to lifting of ash from HPGCL site.

5. Buyer's Liability

The buyer is required to submit the following documents: -

- a) NOC from Haryana State Pollution Control Board will be submitted to HPGCL within 7days from the date of signing of MoU
- b) The buyer shall submit a Bank guarantee of Rs. 10 Lakh for faithful execution of work, which will be released by HPGCL after Completion of work.

6. Suspension of the Supply

HPGCL reserves the right to suspend and reinstate execution of the whole or any part of the supply.

- a) HPGCL shall not be responsible for any liabilities for suspension of issue of pond ash or issue of reduced quantity of pond ash for any reason whatsoever.

7. Jurisdiction of Court

All legal proceedings in connection with the contract will be subject to the jurisdiction of Faridabad Court only.

8. Scope of Supply

- a) HPGCL, Faridabad Thermal Power Station, Faridabad would provide a designated area of the pond ash and the buyer will be restricted to lift pond ash from that area only.



For Faridabad Builders & Movers

Proprietor

Handwritten signature

9. **Working Hours**

The delivery hours of pond ash shall be as per the direction of the CE/PTPS under normal circumstances, FTPS may allow lifting of pond ash for 24 hours. However, as per site/weather conditions it may be restricted to night hours or may be stopped completely.

10. **Delivery Point**

- FTPS, Faridabad would deliver pond ash from the designated area of Ash dyke.
- Pond ash shall be considered to have been delivered as soon as it is discharged in to the buyer's vehicle at the loading point.

11. **Quality of pond ash**

FTPS, Faridabad, HPGCL would deliver pond ash at designated delivery point(s) i.e. designated area of Ash Dyke of FTPS, Faridabad on "as available" basis.

12. **HPGCL Account: -**

- Account Holder's Name: Haryana Power Generation Corporation Limited
- Name of the Bank: State Bank of India, Sector-17B, Chandigarh-160017
- A/c No : 55116605328
- Branch Code : 09926
- IFSCCode : SBIN0009926

13. **Weighment for invoicing: -**

The buyer shall make its own arrangements on its own cost for measurement of ash for generation of invoice. The firm shall be responsible for any misappropriation. Decision of HPGCL shall be final and binding on the firm. The firm shall supply the pond ash lifting record to HPGCL on daily basis.

Following will constitute breach of contract:

- Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-in-Charge.
 - Buyer has failed to discharge his obligations according to the terms & conditions of contract.
14. The buyer shall install CCTV cameras at the exit point, the footage of which shall be made available to HPGCL round the clock. No entry and exit of the vehicles shall be allowed during the outage of the CCTV.
15. **Taxes, Duties, Levies etc.**
- The buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, GST etc as applicable at the time of lifting of pond ash. Such statutory liabilities, if any, shall be paid by firm extra.
 - All pond ash will be sold on Ex Ash dyke / Ex Works basis. Regarding exports of pond ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the



For Faujdaar Builders & Movers
Bhagwan Singh
Proprietor

Handwritten signature

account of the buyer only. The buyer indemnifies the seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

16. Delivery:-

- a) Buyer will depute his authorized representative to Ash dyke area for co-ordination and taking delivery of pond ash.
- b) Delivery will be from designated area of ash dyke to trucks/ bulkers/ containers (properly covered with tarpaulin) only, which are suitable for loading from ash dykes.

17. Billing

Supplier will issue bill for each and every vehicle on daily basis showing the value of the pond ash delivered for each day, along with applicable duty/ taxes/ cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per clause-1.

18. End Use Certificate

Buyer shall invariably submit the certificate of the end use of pond ash on yearly basis and also furnish any information required by FTPS, Faridabad, HPGCL related to ash lifting.

19. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly providing bore wells in that area for which statutory permission as per the law of the land shall taken by Your concessionaire or its authorized representative at its own level
20. Vehicles with PUC only will be allowed to ply for transportation of pond ash.
21. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
22. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
23. Air Pollution due to lifting & handling of pond ash should be controlled and kept in permissible limits specified under Environmental Laws.
24. Effective safeguard measures such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air quality parameters conform to the norms prescribed by CPCB/ MoEF.
25. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by Your concessionaire or its authorized representative in order to prevent Air Pollution and public nuisance at later stage.
26. The order of Hon'ble NGT and other courts of law shall be strictly adhered.
27. The road may not be damaged due to transportation and the transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
28. Laying of 6" thick layer of earth cover has to be done within one month of lifting of pond ash.



For Faujdear Builders & Motors
 Bhupendra
 Proprietor

Handwritten signature

29. All the regulations and norms of MoEF and Department of Forest shall be strictly followed.

30. All local issues shall be dealt by the buyer without any damage to HPGCL.

Signed on this date month & year by & between.

M/s Dineshchandra Ashmodevi Fracon Pvt Ltd.



Witnesses:

- 1. Jahnvi Singh 7982662261
- 2. Ramninder 8826012830

For Faujdaar Builders & Movers

Blagwan Singh

M/s Faujdaar Builders & Movers

Witnesses:

- 1. Jahnvi Singh
- 2. Ramninder

FOR HARYANA POWER GENERATION CORPORATION LIMITED

Signature

Executive Engineer,
HPGCL, Faridabad

Executive Engineer
Thermal Power House
HPGCL, FARIDABAD

Witnesses:

- 1. RASEEV KAPOOR PE
- 2. (Sardar) JE-I

Date: 08-09-2022

Place: Faridabad

Signature



FARIDABAD THERMAL POWER STATION FARIDABAD

Annexure R-15

(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)

(Regd. Office: C-7, Urja Bhawan, Sec.-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in E-mail: xenftps@hpgcl.org.in

Ph. 0129-2234277, Mob 9354516229

From

Executive Engineer/FTPS
HPGCL, Faridabad.

To

M/s Faujdaar Builders & Movers
Shop No-20, Uncha Gaon Daulat Colony,
Ballabgarh, Faridabad
Haryana, 121004.

Memo No.Ch- 12/FTPS/2022/121

Dated: - 12.09.2022

Subject: Lifting of Pond Ash from New Ash Dyke of FTPS Faridabad

- Ref: (i) NHA letter ref. no.- NHA/CMU/MTR/F-87/2022/D-66969 dated 28.07.2022 addressed to M.D./ HPGCL & Letter no-NHA/CMU/MTR/F-87(DND)/2022/D-67433 dated 08.09.2022 addressed to Xen/FTPS ,Sec 23 Faridabad.
- (ii) M/s Dineshchandra Vaishnodevi Infra Pvt. Ltd office letter reference no- 'DRAIPL/NHA/DND-KMP/Pkg-II/746 dated 07.09.2022 addressed to the Project Director, CMU-Mathura (at Faridabad), NHA, Faridabad, Haryana.

With reference to letters from NHA under reference(i) and request of M/s Dineshchandra Vaishnodevi Infra Pvt Ltd under reference(ii) nominating your firm to lift pond ash from New pond Ash Dyke at FTPS Faridabad on their behalf.

The above request of the firm has been accepted and you are hereby allowed to lift pond Ash from above mentioned location as per agreed rates, terms & conditions of MOU Signed between M/s Dineshchandra Vaishnodevi Infra Pvt Ltd & M/s Faujdaar Builders & Movers and HPGCL (copy attached).

As per agreed terms & conditions, your firm will have to obtain an NOC from HSPCB Haryana for lifting of pond Ash from New Pond Ash Dyke within one week of signing of MOU.

This is for your kind information & further necessary action

Cc: -

1. SE, Disposal/PTPS, HPGCL, Panipat
2. NHA, Faridabad, Haryana
3. M/s Dineshchandra Vaishnodevi Infra Pvt Ltd
4. SRAO, FTPS, HPGCL, Faridabad

Enst. No. CA-12/FTPS/2022/121

Dated: 12/09/2022

Copy of the above is forwarded to the RO/HSPCB, Faridabad for information and further necessary action please.

sd-
Executive Engineer
FTPS, HPGCL, Faridabad

sd-
Executive Engineer
FTPS, HPGCL, Faridabad



15th October 2022

Ref: KMV/L&T/DIAL-3A/107

To,
Sh. Mohammed Shayin, IAS,
The Managing Director,
HPGCL, Room No:-411, 3rd Floor,
Urja Bhavan, C-7, Sector-6, Panchakula, Haryana, 134109.

Sub: "Construction of City roads including Northern access road, Spine road, new access road (Cargo road), Eastern cross taxiway and its associated structures at Indira Gandhi International Airport – Phase 3A Expansion works on EPC Lump Sum basis." - "Requesting for Lifting of Pond Ash from HPGCL Faridabad-dyke"- Reg.

Ref.

1. KMV's letter ref:- KMV/L&T/DIAL-3A/56 dated 29.10.2020
2. Permission for lifting of 70,000MT Pond ash – Memo No. Ch 28/FTPS/2020/T8 Dtd 22.03.22

Dear Sir,

Reference to the above cited subject, we are executing works at Indira Gandhi International Airport-DIAL PHASE 3A Expansion works. As a part of these works execution, we require approx. 70,000 MT of pond ash for filling works. Vide MOU dtd 22nd March 2022, we are taking pond ash from the allocated source, due to increase in the moisture content, the receipt weight got increased and resulted in shortage of pond ash volume by 20,000 MT. So, an additional requirement of approx. 20,000MT of pond ash is required to complete the works.

We hereby agree to the rates, terms and conditions mentioned in the MOU signed between KMV Projects Ltd and HPGCL for lifting of 70,000 MT of Pond ash from new Pond ash Dyke of FTPS Faridabad for the extended quantity of 20,000 MT.

In the above regard, we kindly request your good office to consider our submission and accord approval for an additional pond ash quantity of 20,000MT at the earliest to complete the National Interest Project with in stipulated schedules.

Thanking you and assuring our best service at all times.

Yours truly,

For M/s KMV Projects Limited

(V Seshu Vardhan)
Project Manager



Corporate Office (Regd) : 2548/949
Plot 4 Solitaire Plaza, Beside Magma
National Airport, Hyderabad - 500075
Tel: 98662 917 44/917 44

Regional Office: #302, 3rd Floor,
7 East Park Road, Kumara Park (E),
Bengaluru - 560 020

T +91 40 3017 1111
F +91 40 2323 5203
Email: projects@kmvprojects.com
www.kmvprojects.com



ISO 9001, ISO 14001
& OHSAS 18001 Company

FARIDABAD THERMAL POWER STATION FARIDABAD
(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)

(Regd. Office: C-7, Urja Bhawan, Sec.-8, Panchkula)

Corporate Identity Number: U45207HR19978GCG033517

Website: www.hpgcl.org.in E-mail: xenftps@hpgcl.org.in

Ph. 0129-2234277, 9316479155

From

Executive Engineer
FTPS, HPGCL, Faridabad

To

M/s K M V Projects Ltd.
8-3-948/949, Level 4,
Solitaire Plaza, Beside Image Hospital
Ameerpet, Hyderabad-500073

Memo No- Ch- 48/FTPS/2020/78

Dated: 28.10.2022

Subject:

Permission for lifting additional 20000 MT of pond ash from New Ash Dyke of FTPS, HPGCL, Faridabad by M/s KMV Project Ltd.

Ref: - i) Your request through letter no. KMV/L&T/Dial-3A/107 dated 15.10.2022 addressed to worthy MD/HPGCL

Your above referred request for lifting additional 20000 MT of pond ash from New Ash Dyke of FTPS, HPGCL, Faridabad has been approved by the competent authority of HPGCL (in addition to 70000 MT pond ash allowed vide this office memo no Ch-47/FTPS 2020/78 dated 21.04.2022) and accordingly you are hereby allowed to lift 20000 MT pond ash from New Ash Dyke on matching auction price of Rs. 75/- per MT on the agreed terms and conditions recorded in MoU dated 22.03.2022 and additional terms and conditions mentioned in Annex.-A & B.

You are requested to sign a fresh MoU for lifting this additional 20000 MT of pond ash from New Ash Dyke of FTPS, HPGCL, Faridabad within 10 days of issue of this letter.

In terms of additional terms & condition, you are required to deposit an advance payment equivalent to the cost of one month quantity of ash proposed/planned/scheduled to be lifted.

DA - Annexure-A & B

CC:-

1 Chief Engineer/PTPS, Panipat
2 Superintending Engineer/FTPS, HPGCL, Faridabad

Dennis
Executive Engineer/FTPS
HPGCL, Faridabad.

Annexure-A**General Terms and Conditions****1. Payment terms and conditions**

The firm shall deposit and maintain an advance payment equivalent to the cost of one month quantity of pond ash proposed to be lifted by the firm in the ensuing month. The advance payment including all taxes and duties is to be deposited in the last week of the preceding month for the month in which the quantity of pond ash is to be actually lifted in the form of demand draft / RTGS/ Bank transfer in favour of HPGCL A/c as detailed in point No.10. The advance payment will be adjusted/reconciled against the actual cost of pond ash lifted during the month. The differential advance amount shall be adjusted in advance payment due in the following month. All bank charges shall be borne by the buyer.

2. Settlement of Disputes**Amicable Settlement**

In the event of any dispute or claim of any kind whatsoever that may arise between the Parties either Party may by written notice inform the other Party of a Dispute ("Dispute Notice").

- a) The Parties shall within a period of 30 Days from the date of receipt of Dispute Notice by such other Party meet and endeavor to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the Parties to settle Dispute amicably within such 30-Days period, either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.

3. Arbitration

In the event that the parties are unable to resolve the disputes under Clause 2(a) above, controversy or claim relating to or arising out of this contract, such disputes, controversy or claim shall be finally referred to Sole Arbitrator appointed by MD/HPGCL in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under. The decision of arbitrator shall be final and binding for both the parties.

4. Insurance & Buyer's Liability

- a) M/s KVM Projects Ltd. or its authorized representative shall be fully responsible for maintaining all the Insurances as per law of land at its cost.
 b) M/s KVM Projects Ltd. or its authorized representative shall at all times indemnify the seller against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Ash dyke area which may arise out due to buyers act/negligence while carrying out the contract.

5. Suspension of the supply

- a) HPGCL reserves the right to suspend and reinstate execution of the whole or any part of the supply.
 b) HPGCL shall not be responsible for any liabilities for suspension of issue of pond ash or issue of reduced quantity of pond ash for any reason whatsoever.

6. **Jurisdiction of Court**
All legal proceedings in connection with the contract will be subject to the jurisdiction of Faridabad Court only.
7. **Means of Supply**
- HPGCL, Faridabad Thermal Power Station, Faridabad would provide a designated area of the pond ash and the buyer will be restricted to lift pond ash from that area only.
 - The supplier reserves the right to supply the quantity not lifted by the buyer for any reason to any other party at the sole discretion of the supplier.
 - Quantity - 20000 MT (subject to availability)
8. **Working Hours**
The delivery hours of pond ash shall be as per the direction of the CE/PTPS under normal circumstances, FTPS may allow lifting of pond ash for 24 hours. However, as per site weather conditions it may be restricted to night hours or may be stopped completely.
9. **Delivery Point**
- FTPS, Faridabad would deliver pond ash from the designated area of Ash dyke.
 - Pond ash shall be considered to have been delivered as soon as it is discharged in to the buyer's vehicle at the loading point.
10. **Quality of pond ash**
FTPS, Faridabad, HPGCL would deliver pond ash at designated delivery point(s) i.e. designated area of Ash Dyke of FTPS, Faridabad on "as available" basis.

HPGCL Account:

- Account Holder's Name : Haryana Power Generation Corporation Limited
- Name of the Bank : State Bank of India, Sector-17B, Chandigarh-160017
- Ac No : 55116903328
- Branch Code : 09828
- IFSC Code : SBIN0009828

11. Weighment for Invoicing:-

M/s KMV Projects Ltd. shall make its own arrangements on its own cost for measurement of ash for generation of Invoice. The firm shall be responsible for any misappropriation. Decision of HPGCL shall be final and binding on the firm. The firm shall supply the pond ash lifting record to HPGCL on daily basis.

Following will constitute breach of contract:

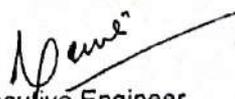
- Delay in first off-take by Buyer from committed date by more than 15 days.
 - Buyer is not complying with operational and safety requirements and neglecting duties of Engineer-in-Charge.
 - Buyer has failed to discharge his obligations according to the terms & conditions of contract.
12. The buyer shall install CCTV cameras at the exit point, the footage of which shall be made available to HPGCL round the clock. No entry and exit of the vehicles shall be allowed during the outage of the CCTV.
13. **Taxes, Duties, Levies etc.**
- The M/s KMV Projects Ltd. or its authorized representative shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, GST etc. as applicable at the time of lifting of pond ash. Such statutory liabilities, if any, shall be paid by firm extra.

- b) All pond ash will be sold on Ex Ash Dike / Ex Works basis. Regarding exports of pond ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the seller against all such liabilities and losses on failure to fulfill the export obligations, if any.
14. Delivery:-
- Buyer will depute his authorized representative to Ash Dike area for co-ordination and taking delivery of pond ash.
 - Delivery will be from designated area of ash dike to trucks/bulkers/containers (properly covered with tarpaulin) only, which are suitable for loading from ash dikes.
15. Billing
- Supplier will issue bill for each and every vehicle on daily basis showing the value of the pond ash delivered for each day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per clause-11.
16. End use certificate
- Buyer shall invariably submit the certificate of the end use of pond ash on yearly basis and also furnish any information required by FIPS, Parichhad, HPGCL related to ash filling.


Executive Engineer,
FIPS, HPGCL, Parichhad

Annexure-B

1. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly providing borewells in that area for which statutory permission as per the law of the land shall taken by M/s K.M.V. Projects Pvt. Ltd. at its own level .
2. Vehicles with PUCC only will be allowed to ply for transportation of pond ash.
3. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
4. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
5. Air Pollution due to lifting & handling of pond ash should be controlled and kept in permissible limits specified under Environmental Laws.
6. Effective safeguard measures such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air quality parameters conform to the norms prescribed by CPCB/MoEF.
7. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by the M/s K.M.V. Projects Pvt. Ltd. in order to prevent Air Pollution and public nuisance at later stage.
8. The order of Hon'ble NGT and other courts of law shall be strictly adhered.
9. The road may not be damaged due to transportation and the transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
10. Laying of 6" thick layer of earth cover has to be done within one month of lifting of pond ash.
11. All transportation of pond ash is to be carried out by contractors of M/s KMV Projects PvtPvt/its authorized Firm at their own cost.
12. All the regulations and norms of MoEF and Department of Forest shall be strictly followed.
13. All local issues shall be dealt by your office without any damage to HPGCL.


Executive Engineer
FTPS, HPGCL, Faridabad

b) All pond ash will be sold on Ex Ash dyke / Ex Works basis. Regarding exports of pond ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

14. Delivery:-

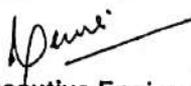
- a) Buyer will depute his authorized representative to Ash dyke area for co-ordination and taking delivery of pond ash.
- b) Delivery will be from designated area of ash dyke to trucks/bulkers/containers (properly covered with tarpaulin) only, which are suitable for loading from ash dykes.

15. Billing

Supplier will issue bill for each and every vehicle on daily basis showing the value of the pond ash delivered for each day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per clause-1.

16. End use certificate

Buyer shall invariably submit the certificate of the end use of pond ash on yearly basis and also furnish any information required by FTPS, Faridabad, HPGCL related to ash lifting.


Executive Engineer,
FTPS, HPGCL, Faridabad

Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date : 28/10/2022

Certificate No. E0282022J1455

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 95609690



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Haryana power Generation Corporation limited
 H.No/Floor : 0 Sector/Ward : 0 LandMark : 0
 City/Village : Faridabad District : Faridabad State : Haryana
 Phone: 93*****06

**Buyer / Second Party Detail**

Name : Kmv Projects Pvt ltd
 H.No/Floor : 0 Sector/Ward : 0 LandMark : 0
 City/Village: Hyderabad District : Hyderabad State : Telengana
 Phone : 93*****06

Purpose : Memorandum of Understanding

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**MEMORANDUM OF UNDERSTANDING BETWEEN HARYANA POWER GENERATION CORPORATION LIMITED AND M/S KMV PROJECTS PVT. LTD. FOR LIFTING OF POND ASH FORM NEW ASH DYKE AREA OF FARIDABAD THERMAL POWER STATION IN VILLAGE BADKHAL PALI AND BHANKARI IN FARIDABAD.**

Place: Faridabad

Date: 28-10-2022

This MoU is signed on this 28-10-2022 between **HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)**, a Company incorporated under Companies Act 1956 which includes its successor, administrator & permitted assignee Through **Shri Rajesh Gulati**, Xen/FTPS, HPGCL, Faridabad an authorized representative of HPGCL as party of one PART and M/s **KMV Projects Pvt Ltd.** which includes its successors administrator and permitted assignee through **Shri Bhagwan Projects Pvt Ltd.** an authorized representative of **M/S K.M.V Projects Ltd.** as party of other part.

1.0 INTRODUCTION

Faridabad Thermal Power Station (FTPS) had been phased out in 2010 and about 18 Lakh Metric Ton ash is Deposit in New Ash Dyke Area in Village Badkhal, Pali & Bhankri in Faridabad. This ash has been requested to be lifted by **M/s KMV Projects Pvt Ltd.** for its utilization at Indira Gandhi International Airport. The request of the firm was considered by WTD's HPGCL, in File No. FTPS/2020/78 at NP-8&10. The Permission thus accorded shall be got ratified from competent authority of HPGCL, in due course of time, if required.

M/s KMV Projects Pvt Ltd Hyderabad vide its letter dt. 25-2-2022 (copy attached) had undertaken to bear all transportation cost and make neccessary arrangements ot lift the pond ash at their own and to take the same from site for subject cited purpose and no invoice is to be raised for any payment for lifting of ash from New Ash Dyke Faridabad. In addition, **M/s KMV Projects Pvt Ltd.** has further undertaken

NOTARY
Vidya Kumar
APPROVED*Janvi**Shri*

that in order to contain pollution, they will install water sprinklers and carryout plantations etc, at HPGCL New Ash Dyke area.

M/s KMV Projects Pvt Ltd. Hyderabad had got accorded permission from Haryana State Pollution Control Board vide Reference NO. HSPCB/FR/2022/4426 dated 24-02-2022 vide which various conditions to be complied

1. Pollution due to transportation load on environment will be effectively controlled and water sprinkling will also be done regularly providing borewells in that area for which statutory permission as per the law of the land shall be taken by M/s K.M.V. Projects Pvt. Ltd. at its own level .
2. Vehicles with P.U.C.C only will be allowed to ply for transportation of pond ash.
3. Transportation of pond ash shall be carried out in wet condition through covered trucks only and vehicle carrying pond ash shall not be overloaded.
4. Main haulage roads should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers.
5. Air Pollution due to lifting & handling of pond ash should be controlled and kept in permissible limits specified under Environmental Laws.
6. Effective safeguard measures such as regular water sprinkling on the pond ash lifting site shall be carried out. It shall be ensured that the Ambient Air quality parameters conform to the norms prescribed by CPCB/MoEP.
7. The phased restoration, reclamation, rehabilitation of the pond lifting site shall be carried out by earth topping by the M/s Shree Cement Ltd. in order to prevent Air Pollution and public nuisance at later stage.
8. The order of Hon'ble NGT and other courts of law shall be strictly adhered.
9. The road may not be damaged due to transportation and the transportation of pond ash will be as per IRC guidelines with respect to complying with traffic congestion and density.
10. Laying of 6" thick layer of earth cover has to be done within one month of lifting of pond ash.
11. All transportation of pond ash is to be carried out by contractors of M/s KMV Projects Pvt Ltd/its authorized Firm at their own cost.
12. All the regulations and norms of MoEF and Department of Forest shall be strictly followed.
13. All local issues shall be dealt by your office without any damage to HPGCL.
14. The work of lifting of pond ash has to be completed latest by 31.3.2023 unless otherwise extended.

with by M/s KMV Projects Pvt Ltd Hyderabad were elaborated (copy attached). M/s KMV Projects Pvt Ltd shall comply with the same in true letter and spirit during the course of lifting. Based upon the permission granted by WTD, HPGCL and clearance from Haryana State Pollution Control Board, Faridabad being already in place, M/s KMV Projects Pvt Ltd is allowed to lift the pond ash from New Ash Dyke Faridabad for a period up to 31.3.2023 for the purpose of lifting 20000 MT of Pond Ash subject to compliance of all environment and statutory norms.

2.0 SCOPE OF WORK:

In addition to terms and conditions stipulated by Haryana State Pollution Control Board, Faridabad, M/s KMV Projects Pvt. Ltd shall comply with the following terms and conditions also:-

- (i) Since, there are earthen embankments on two sides of the dyke encapsulating ash and these are designed to retain ash only. Their height has to be lowered along with lifting of ash in sliced manner from the silo. The safety of Ash dyke has to be ensured by M/s KMV Projects Pvt Ltd. However, lowering and ultimately removal of these embankments is to be carried out by M/s KMV Projects Pvt. Ltd at their own cost without causing any damage to HPGCL.
- (ii) M/s KMV Projects Pvt Ltd will carry out laying of 6 inches thick layer of earth cover within one month of lifting of pond ash.
- (iii) All the regulations and norms of Ministry of Environment and Forest with respect to pollution shall be strictly followed by M/s KMV Projects Pvt Ltd for lifting of pond ash. Any orders/strictures/ penalties etc. passed by any court of law/NGT or any other authority for violating any Environmental Law or

NOTARY
Faridabad

Handwritten signature

Handwritten signature

Instructions of MoEF shall be met by M/s KMV Projects Pvt Ltd and HPGCL shall be kept indemnified by M/s KMV Projects Pvt Ltd Any local issue/s emanating as a result of lifting/transportation of ash shall be dealt by M/s KMV Projects Pvt Ltd including damage caused to the roads during transportation and traffic, public property etc.

(iv) HPGCL shall maintain a register at site for the documentary proof of total ash lifted from the New Ash Dyke, Faridabad on monthly basis so that progress in this regard can be monitored by HPGCL & M/s KMV Projects Pvt Ltd. Additional Terms and Conditions by HPGCL as contained in Annexure-A shall be strictly followed by M/s KMV Projects Pvt Ltd (copy attached).

(v) This MoU shall remain valid upto 31.3.2023 or completion of lifting of ^{see} 20000 MT pond ash, whichever is earlier, however, parties with their mutual consent can extend the period of this MoU, Both the parties will be bound by the conditions of this MoU.

(vi) HPGCL reserves the right to cancel permission to M/s KMV Projects Pvt Ltd at any stage to lift the pond ash for non compliance of any of the terms and conditions or as per directions of higher authorities of HPGCL.

(vii) The firm shall provide round the clock security persons for manning HPGCL site during the validity of MoU with HPGCL in order to ensure that no unauthorized firm/agency lifts the Pond Ash. HPGCL can inspect the site at any point of time and upon finding any irregularity, penalty as decided by the competent authority can be imposed and the firm shall be liable to pay for the same.

Signed on this date month & year by & between-

For M/s KMV Projects Pvt Ltd



WITNESSES:

- 1.
- 2.

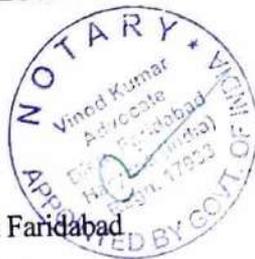
FOR HARYANA POWER GENERATION CORPORATION LIMITED

28/10/22

EXECUTIVE ENGINEER/FTPS
HPGCL, Faridabad

WITNESSES:

- 1.



Place: Faridabad

Date:

I know the Deponent and He/She Signed Print, His/Her Thumb Impression in My presence

ATTESTED AS IDENTIFIED

Notary Faridabad (Haryana)

28 OCT 2022

I/169742/2023

Annexure R-19



HARYANA STATE POLLUTION CONTROL BOARD
Faridabad Region, Opp. Hewo Appmt., Sector-16A, Faridabad
Email: hspcbrofr@gmail.com Website: www.hspcb.gov.in



NO. HSPCB/FR/2023/

Dated:

To

The Executive Engineer,
FTPS, HPGCL, Faridabad.

Sub:

OA No.360/2023 titled as Ajay ShrivastavaV/s State of Haryana complaint regarding lifting of fly ash from Ash pond, Sector-49, Faridabad.

Kindly refer to the subject noted above, it is intimated that above said matter /complaint has been listed before Hon'ble NGT regarding disposal of fly ash causing breathing problem at sector-49, Faridabad. Accordingly, the site was jointly inspected by the team of officer comprising of the Sh. Suresh Kaushik, Naib Tehsildar, Faridabad, Smt. Akansha Tanwar, EE, HSPCB and Sh. Ombir Singh, AEE, HSPCB, Faridabad Region on dated 24.07.2023 and found that a huge quantity of dry/pond ash is still accumulated there in Ash Dyke. Few portion of ash dyke is exposed and yet to be reclaimed (Photographs attached).

Whereas, during site inspection Sh. Sharwan Kumar, AE, HPGCL was contacted telephonically but he failed to be present at the site.

Whereas, the following information is required to be submitted by HPGCL as the same has to be submitted to Hon'ble NGT in the said matter:

1. Detail of fencing at the fly ash dykes.
2. Status of construction of paved approach roads around the periphery ash dykes.
3. Status of arrangements of permanent water sprinkling on dykes and around the soiled roads of dykes and ponds.
4. Whether there is any check post or monitoring mechanism of HPGCL to check the compliance of CPCB norms during loading/ unloading of vehicles, covering of loaded fly ash, mechanism for washing tires.
5. Number of trees planted around the ash dykes and development of green belt.
6. Submit estimated quantity of dry fly/pond ash accumulated in ash dyke along with action plan for proper and scientific disposal of dry fly/pond ash as Environmental laws/Rules and steps to be taken by HPGCL to reclaim the exposed area un time bound matter

Keeping in view of above, the desired information may be provided under section 20 of EP Act 1986 immediately so that reply could be filed before Hon'ble NGT in the above said matters. The matter is listed on 02.08.2023 for hearing, failing which it will be presumed that you have nothing to say submit in this matter and action will be recommended against the concerned officer/ official under section 15 EP Act, 1986.

DA/Copy of Hon'ble NGT order in OA No. 360/2023

AKANSH
A
TANWAR
Regionl Officer
Faridabad Region

Digitally signed
by AKANSHA
TANWAR
Date: 2023.07.26
13:55:44 +05'30'



FARIDABAD THERMAL POWER STATION
(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)
(Regd. Office: C-7, Urja Bhawan, Sec.-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail:- xenftps@hpgcl.org.in
Ph.:- 9354516229

ISO: 9001, ISO: 14001
& OHSAS: 18001 Company

To

The Regional Officer,
HSPCB, Faridabad.

Memo No:- Ch-10/FTPS/2020/74

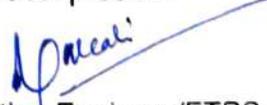
Dated:- 27/07/2023

Subject: - OA No.360/2023 titled Ajay Shrivastva Vs State of Haryana complaint regarding lifting of fly ash from Ash pond, Sector-49, Faridabad.

Please refer to your office memo no. HSPCB/FR/2023/ Dated regarding the subject noted above. This office point wise reply is as under:-

1. Point no 1 & 2: - Retaining wall/peripheral road/fencing around the ash dyke has been provided by HPGCL, which are still in healthy condition.
2. Point no 3: - Adequate water sprinkling arrangements in and around ash dyke have been provided to contain air pollution during lifting of pond ash from FTPS, site.
3. Point no 4: - Yes, check post is functional to check the air pollution during lifting of ash. It is ensured that vehicles are covered after loading and vehicle's tyres are washed before leaving the site.
4. Point no 5: - During the year 2018-2019, huge vegetation was carried out in and around ash dyke area which have grown considerably with the time.
5. Point no 6:- The available ash at FTPS has been allocated to the end users such as National Highway Authority of India, Indira Gandhi International Airport, New Delhi and to cement company. These agencies are lifting pond ash after obtaining NOC from HSPCB for lifting pond ash from new pond ash dyke of FTPS as per the guidelines issued by Haryana state pollution control board from time to time. Net quantity of pond ash available, as on date, in new ash dyke of FTPS is app. 10LMT and as per sale order/contracts for lifting of pond ash, the same is likely to be lifted by 21.06.2026.

This is for your kind information and further necessary action please.


Executive Engineer/FTPS
HPGCL, Faridabad

CC:-

1. CE/PTPS, HPGCL, Panipat for kind information please.
2. SE/MM& Store PTPS, HPGCL, Panipat for kind information please.

Ash Compliance Report (For the period 01.04.2022 to 30.06.2023)

Sr.N.	Details		
1	Name of Power Plant	Faridabad Thermal Power Station	
2	Name of the company	Haryana Power Generation Corporation	
3	District	Faridabad	
4	State	Haryana	
5	Postal address for communication	251 Power House Colony Sec-23 Faridabad	
6	E-mail:	Xenftps@hpgcl.org.in	
7	Power Plant installed capacity (MW):	All the units of FTPS have been phased out during the year 2010.	
8	Plant Load Factor (PLF): 9		
9	No. of units generated (MWh):		
10	Total area under power plant (ha): (including area under ash ponds)		
	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: (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:		-----NA-----

Ash Compliance Report (For the period 01.04.2022 to 30.06.2023)

	<p>(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</p>	
16.	Percentage utilisation of current ash generated during reporting period (per cent):	-----NA-----
17.	<p>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):</p>	-----NA-----
18.	<p>Individual ash pond details Ash pond-1,2, etc (please provide below mentioned details separately, if number of ash ponds is more than one) (a) Status: Under construction or Active or Exhausted or 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 (m³): (e) quantity of ash disposed as on 31st 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</p>	-----NA-----

HSPCB-290004/117/2023-Region Faridabad-HSPCB

1/233556/2023


HARYANA STATE POLLUTION CONTROL BOARD

 Faridabad Region, Opp. Hemo Appmt., Sector-16A,
Faridabad

 Email: hspcbrofr@gmail.com Website:
www.hspcb.gov.in

 R-21-21
 ACE/Adh. Uth.
 AE/Adh. Uth.
 10/10/23

To

 ✓ The Chief Engineer,
Thermal Power Station,
Faridabad.

 Sub: Order passed by the Hon'ble NGT in O A No. 360
2023 title as Ajay Shrivastava Vs State of Haryana.

of

Ref: NGT order Dated 27-09-2023.

On the subject noted above, it is intimated that in compliance of Hon'ble NGT order dated 27-09-2023 in O A No. 360 of 2023 in matter of Ajay Srivastava Vs State of Haryana. The Hon'ble NGT directed as "The Learned Counsel appearing for the state PCB has submitted that HSPCB will duly serve the notices upon the Chief Engineer and Executive Engineer of Faridabad Thermal Power Station.

Please find enclosed herewith the orders dated 27/09/2023 in the above said OA as a service of orders for further necessary action please.

Regional Officer
Faridabad Region

A copy of above is forwarded to Sh. Rahul Khurana, Advocate for Information please.

Regional Officer
Faridabad Region

Item No. 06

Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 360/2023

Ajay Bhriwastava

Applicant

Versus

State of Haryana

Respondent(s)

Date of hearing: 27.09.2023

CORAM: HON'BLE MR. JUSTICE PRAKASH BHRIWASTAVA, CHAIRPERSON
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER

Respondent(s): Rahul Khurana, Advocate for BPCB

ORDER

1. This original application is registered on the basis of a letter petition raising the issue of disposal of fly ash lying at the site in violation of Aravalli: Notification dated 07th May, 1992, by MoEF&CC restricting certain activities in specified area of Aravalli Range, even after closure of power house, Bata Chowk, Faridabad.
2. On the direction of the Tribunal, joint inspection report dated 31.07.2023 has been filed and the said report discloses that there were 02 ash dykes, one is 103 acres called Old Ash Dyke which got filled with ash in 1987 and which is currently covered with plantation after deposition of soil layer. There is second ash dyke spanning 152 acres and from this ash dyke, ash lifting work is in progress. The report discloses that no lifting of fly ash took place between 2018 to 2022 and now, the work has been awarded to two agencies namely M/s. Shree Ram Cement and M/s. Faujdaar Builders & Movers and till 30.06.2023 approximately 8 lakhs MT fly ash was lifted and approximately 10 Lakhs MT fly ash is yet to be lifted.

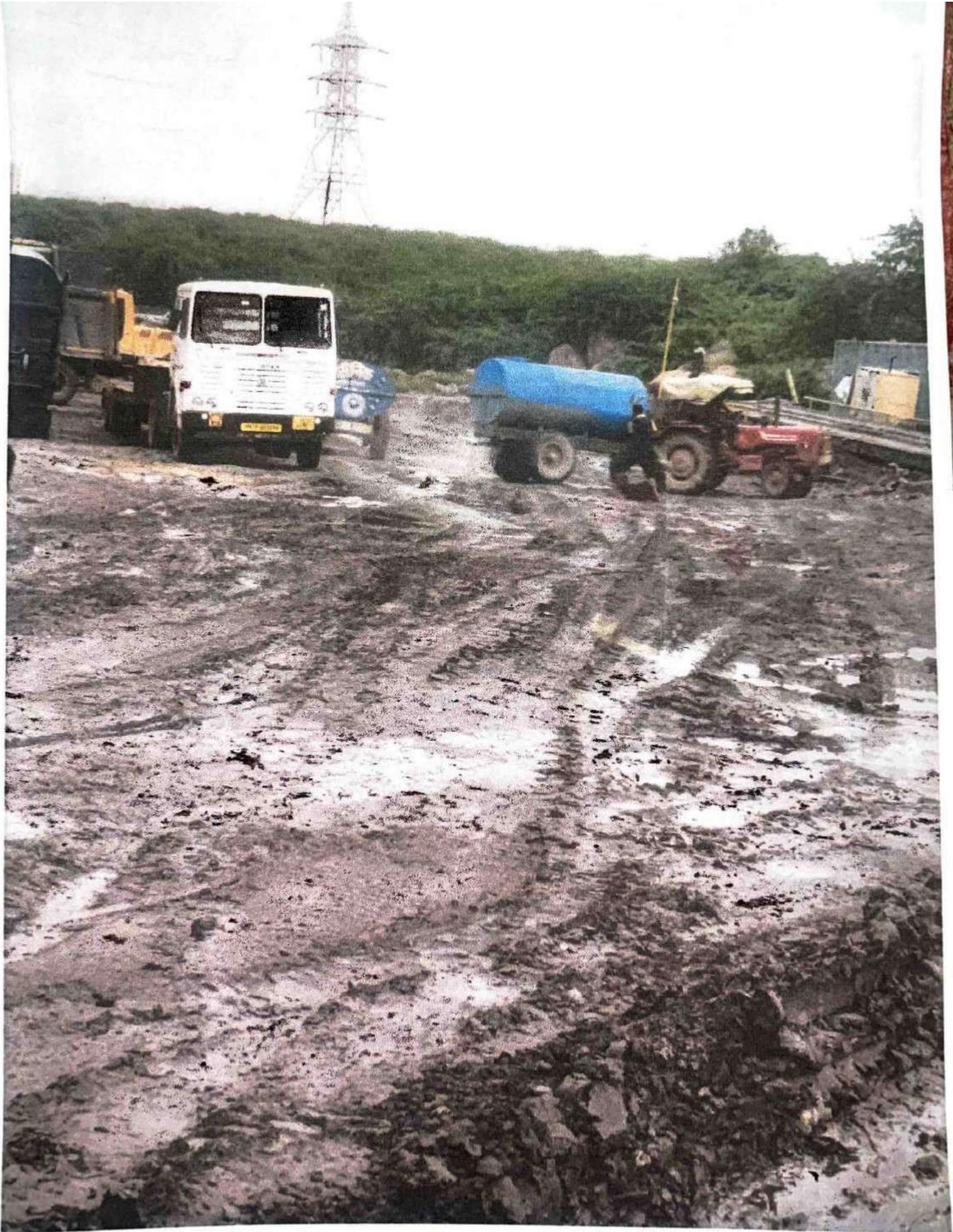
3. The Counsel for the State PCB has informed that the entire remaining fly ash in respect of second ash dyke will be lifted by 21.06.2026.
4. No concrete plan relating to lifting of the coal ash from the ash dyke has been produced in the report and the timeline which has been reflected also appears to be longer. Further, initially plantation was proposed but nothing has been done.
5. Hence, at this stage, we deem it proper to issue notice to Chief Engineer and Executing Engineer, Faridbad Thermal Power Station, unit of Haryana Power Generation Corporation Limited.
6. The Learned Counsel appearing for the State PCB has submitted that HSPCB will duly serve the notices upon the Chief Engineer and Executive Engineer of Faridabd Thermal Power Station.
7. List the matter on 18.12.2023.

Prakash Shrivastava, CP

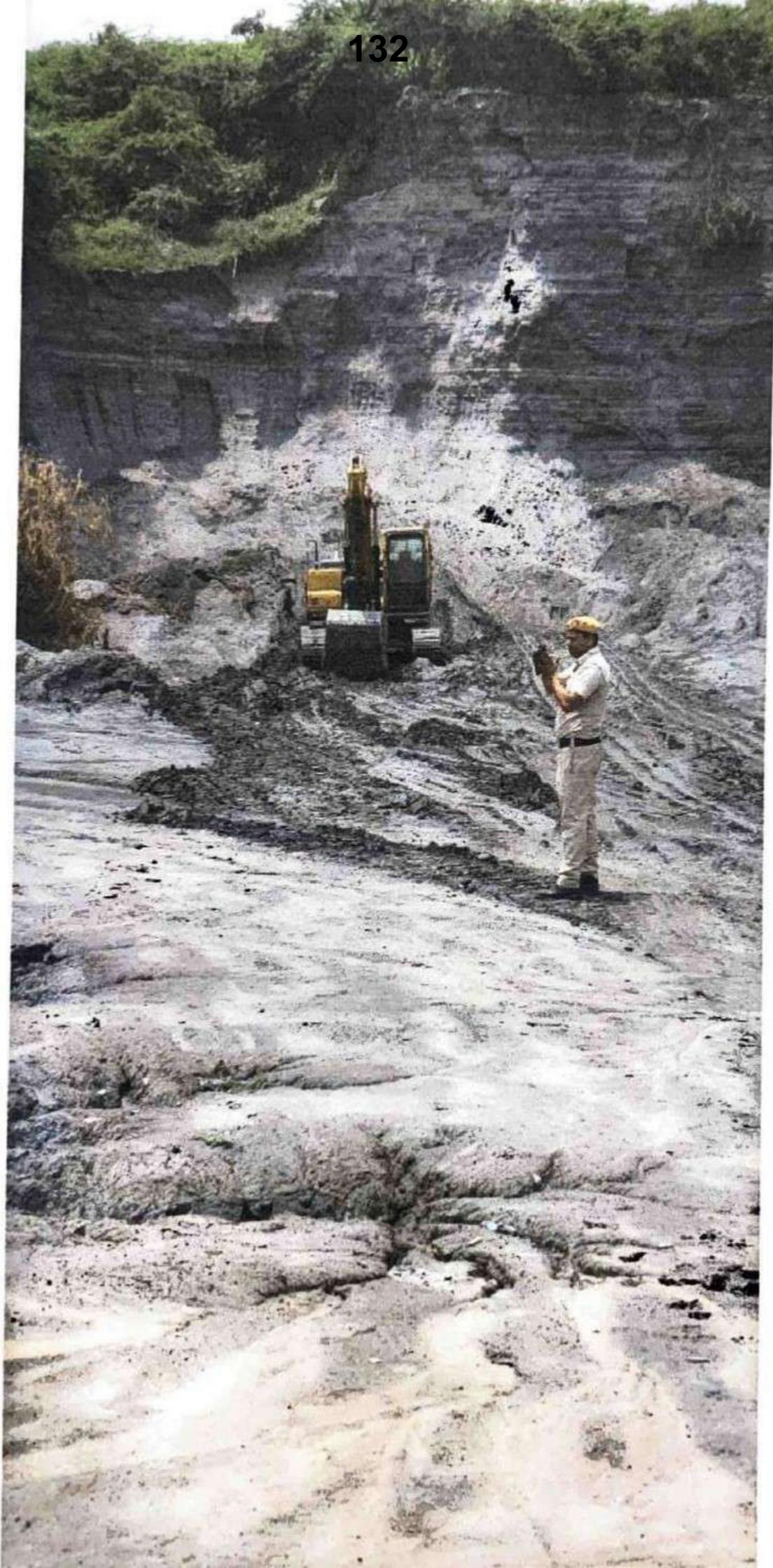
Dr. A. Senthil Vel, EM

September 27, 2023
Original Application No. 360/2023
JG



























Shri Bhagwan Projects Pvt. Ltd.

Registered Office: T-10A, Railway Road, Narela, Delhi 110040
Phone: +9111 27314470, +9111 27318870 | Work: +91 98111 05970
Email: office.shribhagwan@gmail.com
CIN: U51109DL2008PTC220854



AC/ Ash. Uthn.
Yash
9/6/23

Date: 06/06/2023

To,
The Executive Engineer
FTPS, HPGCL
Faridabad
Haryana

Sub: Request for Closure of Account and Release of Bank Guarantee
Ref: HPGCL Memo No. Ch-22/FTPS/2020/78
HPGCL Memo No. Ch-28/FTPS/2020/78

Dear Sir,

We were given permission for lifting 70,000 MT Pond Ash for DIAL Project from New Ash Dyke, FTPS vide your office letter memo no. Ch-22/FTPS/2020/78 dated 21/03/2022 at the rate of Rs 75/MT. The approval for lifting was given vide your office memo no. Ch-28/FTPS/2020/78 dated 22/03/2023. The approval validity was till 31/03/2023. A memorandum of understanding was signed on 22/03/2022. In lieu of security, we submitted a bank guarantee of Rs 10,00,000/- having BG No. 796BGG2201084 dated 31/03/2022 which is valid till 30/06/2023.

We have fulfilled all the obligations and conditions as per the MoU.

Hence, we request you to close our account and release our Bank Guarantee at the earliest.

Regards,

For Shri Bhagwan Projects Private Limited



Kindly Note:

Following documents has been attached with this letter for your reference:

1. A copy of cover letter for bank guarantee with receiving by your office.
2. A copy of Bank Guarantee.
3. A Copy of Bank Guarantee Extension.