

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL**

**PRINCIPAL BENCH**

**ORIGINAL APPLICATION NO. 181 OF 2022**

**IN THE MATTER OF:**

DINESH PRASAD CHAURASIA & ORS. - APPLICANTS

**VERSUS**

STATE OF BIHAR - RESPONDENTS

**IN THE MATTER OF:**

Kanti Bijlee Utpadan Nigam Ltd. (Now known as NTPC Ltd.,  
Kanti) ...Respondent/Applicant

**INDEX**

<b>S. No.</b>	<b>Particulars</b>	<b>Pg. Nos.</b>
<b>1.</b>	Reply in terms of order dated 11.07.2022 of NTPC Ltd., Kanti with supporting Affidavit.	1-19
<b>2.</b>	<b>Annexure R-1</b> A true copy of the authority letter dated 05.09.2022 in favor of Shri Partha Nag, GM (Operations/EMG/AU/Chemistry).	20
<b>3.</b>	<b>Annexure R-2</b> A true copy of the order merging Kanti Bijlee Utpadan Nigam Ltd. in NTPC Ltd.	21-33
<b>4.</b>	<b>Annexure R-3 (Colly)</b> True copies of the letters dated 30.05.2022 and 05.08.2022 sent by the Answering	34-37

	Respondent to the District Administration.	
<b>5.</b>	<b>Annexure R-4</b> A true copy of the contract/award placed for arrangement of mobile sprinklers with the vendor.	38-41
<b>6.</b>	<b>Annexure R-5</b> A true copy of the checklist prepared for outwards moving of the vehicles from plant premises.	42
<b>7.</b>	<b>Annexure R-6</b> A true copy of the MOU with NHAI for lifting of ash.	43-52
<b>8.</b>	<b>Vakalatnama</b>	53
<b>9.</b>	<b>Proof of Service</b>	

**THROUGH**




**Adarsh Tripathi & Vikram Singh Baid**  
**Counsel for the Applicant**

G-34, Basement, Lajpat Nagar-III, New Delhi-110024  
9090416535 / 9425308454  
Adarsht912003@gmail.com

Dated:07.09.2022

Place: New Delhi

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**PRINCIPAL BENCH**  
**ORIGINAL APPLICATION NO. 181 OF 2022**

**IN THE MATTER OF:**

DINESH PRASAD CHAURASIA & ORS. - APPLICANTS

**VERSUS**

STATE OF BIHAR - RESPONDENTS

**IN THE MATTER OF:**

Kanti Bijlee Utpadan Nigam Ltd. (Now known as NTPC Ltd.,  
Kanti) ...Respondent/Applicant

**Reply in terms of order dated 11.07.2022 of NTPC Ltd.,  
Kanti with supporting Affidavit.**

**MOST RESPECTFULLY SHOWETH:**

1. The present original application has been filed by the Applicant making various allegations pertaining to mixing of ash water in normal rain water from the plant owned and operated by NTPC Ltd. (earlier owned and operated by Kanti Bijlee Utpadan Nigam Ltd.), as well as other related allegations. This Hon'ble Tribunal vide order dated 11.07.2022 was pleased to issue notice to the Answering Respondent, in furtherance of which the present reply is being filed before this Hon'ble Tribunal.
2. The order dated 11.07.2022 came to the knowledge of Respondent only recently through officials of other

Respondents. Accordingly, the Answering Respondent without delay took necessary steps to present the detailed reply before this Hon'ble Tribunal to assist in the adjudication of present matter.

3. It is submitted that the Answering Respondent is a Maharatna Company (A Government of India Enterprise). The plant was earlier owned by a separate company namely Kanti Bijlee Utpadan Nigam Ltd., and the same got merged in NTPC Ltd. on 26.08.2022. The Answering Respondent owns and operates a thermal power plant located at Village Kanti, District Muzaffarpur, Bihar. The present commissioned capacity of the power plant is 2 X 195 MW. The present reply is being filed by Shri Partha Nag, GM (Operations/EMG), who is competent to file the present reply and take all necessary steps in the present matter on behalf of the Answering Respdonent. A true copy of the authority letter dated 05.09.2022 in favor of Shri Partha Nag, GM (Operations/EMG/AU/Chemistry) is attached herewith and marked as **Annexure R-1**.

A true copy of the order merging Kanti Bijlee Utpadan Nigam Ltd. in NTPC Ltd. is attached herewith and marked as **Annexure R-2**.

4. Before delving into the allegations raised in the present complaint, as also detailed in the order dated 11.07.2022, it is pertinent to highlight certain relevant facts, which are as follows:

- i. The power generation from the thermal plant of Answering Respondent is done using coal as the fuel. The combustion of coal in thermal power plant results in generation of fly ash as consequential product.
- ii. Answering Respondent is having Stage-I ash dyke area for storing of fly ash till the same is utilized in accordance with the applicable Regulations / Rules with respect to utilization of fly ash by thermal power plants. The above area is consisting of three (03) nos. of lagoon namely lagoon-1, lagoon-2 and lagoon-3. The lagoon 1 & 2 has been inherited by erstwhile Bihar State Electricity Board (BSEB). Lagoon 3 has been constructed by Answering Respondent to meet present requirement of ash disposal of the station. This lagoon 3 has been under operation since February 2020 and capable of catering to requirement of station.
- iii. Presently legacy ash (earlier accumulated ash) is stored in Lagoon 1 & 2 and in order to comply 100 % ash utilization norms / legacy ash, the stored ash is being provided to NHAI projects as per their requirement following the Fly Ash Regulations on the subject of utilization of fly ash by Thermal Power Plants.
- iv. The lagoon 1 area is presently maintained with very less amount of water just to keep ash in wet

condition to avoid fugitive emission during loading / transportation of ash from lagoon 1.

- v. Lagoon 1 area is also equipped with Ash water recirculation system in line with environmental norms to re-circulate ash water and eliminate any possibility of water wastage
  - vi. Presently Ash disposal is being done in lagoon 3 and accordingly the ash utilization is taking place from ash stored in lagoon 1&2.
  - vii. As per the order dated 19.04.2022 of this Hon'ble Tribunal, Joint Committee visited above ash dyke area on 19.05.2022 and found that there is no discharge from lagoon 1 to nearby villager's field as alleged in the complaint made by the Applicants.
  - viii. It is pertinent to point out that subsequent site visit of Bihar State Pollution Control Board ("**BSPCB**") officials (Member Secretary, BSPCB & his team) was carried out on 30.07.2022. During above visit also, it was observed that no ash slurry water was found to be going in the nearby fields from the plant of the Answering Respondent.
5. In view of the above, the Answering Respondent further seeks liberty of this Hon'ble Tribunal to put a para-wise/ issue-wise reply in the following table of the concerns raised by the Joint Committee after site inspection:

<b>Sl. No</b>	<b>Factual status as per Joint Committee report submitted to NGT</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
1	The Fly-Ash Dykes were not fenced	<p>The fencing is done as a security measure to avoid any encroachment in the ash dyke. It must be mentioned that during visit of the Joint Committee the fencing work at lagoon 3 was under progress and the same has been completed as of the present date.</p> <p>As mentioned above, it is pertinent to mention that the total area of Lagoon 1 and 2 is 210 Acres. The Answering Respondent undertakes to complete the work of fencing as directed or recommended in the report by 8 months from the date of the present affidavit. The Answering Respondent further undertakes that the work of fencing shall be done on the same lines as it has been completed for Lagoon 3 as duly observed by the Committee in its recent inspection carried in pursuance to the order dated 11.07.2022 of this Hon'ble Tribunal.</p>
2	Paved roads were not constructed & the vehicles were in practice to travel on the dusty path full of fly-ash on soiled roads.	<p>WBM road has already been constructed around periphery of ash dyke (lagoon 3) as per engineering design of dyke.</p> <p>It is further submitted that Cement Concrete (CC) Approach road is already available between lagoons 1 &amp; 2.</p> <p>The approach road between lagoon 2 &amp; 3 has already been</p>

		<p>envisaged and accordingly an advance amount of INR 22 Lacs has already been deposited to DPO Muzaffarpur, Govt. of Bihar as the construction of same is a public work that can be done by respective State Authority. The Answering Respondent has requested the State Government Authorities to complete the work by 31.03.2023, and the Answering Respondent undertakes to provide all necessary support and cooperation for the same.</p> <p>The Answering Respondent while depositing the advance amount has made two communications dated 30.05.2022 and 05.08.2022 respectively requesting for completion of the paved road work.</p> <p>In addition to above, adequate numbers of water tankers have already been deployed to ensure sprinkling of water on peripheral road to control &amp; mitigate fugitive emission.</p> <p>True copies of the letters dated 30.05.2022 and 05.08.2022 sent by the Answering Respondent to the District Administration are attached herewith and marked as <b>Annexure R-3 (Colly)</b>.</p>
3	<p>Permanent water sprinkling arrangements on Dykes &amp; around the soiled roads of Dyke &amp; Pond were not established</p>	<p>Permanent pipeline for water sprinkling arrangement around on the approach road already laid and permanent water sprinkling system is functional.</p> <p>The Sprinkler system along the periphery of lagoon 3 shall be installed by 30.09.2022 (already</p>

		<p>pipeline has been completed). Further, the remaining sprinkler system for Lagoon 2 shall be completed by March, 2023. The sprinkler system on the road between lagoon 2 and 3 is already functional.</p> <p>Till the time similar arrangement is made for Lagoon 1 like Lagoon 2 and 3, the Answering Respondent has started keeping sufficient number of mobile sprinklers (two in number which are sufficiently catering the need of sprinkling to eliminate fugitive emission) ready pursuant to the inspection by the Committee and further undertakes to keep ready sufficient mobile sprinklers at all the time to keep the peripheral area of Lagoon 1 moist to eliminate any possibility of fugitive emission.</p> <p>A true copy of the contract/award placed for arrangement of mobile sprinklers with the vendor is attached herewith and marked as <b>Annexure R-4.</b></p>
4	<p>The loading/unloading of vehicle with dry-fly-ash instead of wet fly-ash were found not in practice</p> <p>AND</p> <p>Covering of loaded fly-ash and keeping free-board on the vehicles</p>	<p>With respect to modality/methodology for lifting of ash while observing all compliances, Answering Respondent has created a checkpoint directly under its control and monitoring, where a sub-contractor with its staff is duly stationed to inspect each and every truck moving out. The sub-contractor is constantly monitored by two executives / employees of the Answering Respondent from concerned</p>

	<p>were found not in practice.</p>	<p>department. These two officers are regularly inspecting the records, conducting daily inspections on 2-3 occasions, and further passing necessary orders. The checklist prepared by NTPC Ltd., Kanti (erstwhile KBUNL) is attached that contains all the compliances including free board, covering the ash, lifting only moist ash, sticker, etc. Further, Respondent undertakes to follow this mechanism in the best possible way, to avoid any violation and further to ensure that no incident of such unauthorised lifting in violation of norms is taking place. The said mechanism is duly ensuring that no fugitive emission is taking place, and any isolated incident of such dry ash lifting as observed by the Committee shall be strictly dealt by the Answering Respondent. A true copy of the checklist prepared for outwards moving of the vehicles from plant premises is attached herewith and marked as <b>Annexure R-5</b>.</p>
5	<p>The mechanism for washing tyres of the vehicles going outside the Dykes and Pond have not established</p>	<p>With respect to cleaning of tyre, a plan has been made to create a platform next to the water sprinkler to ensure that the tyres are cleaned before coming on the road. The sprinkler system would have a constant water supply for cleaning of tyres within the dyke area to avoid any emission. This entire plan including the construction of platform shall be completed within a period of 3 months i.e. 30.11.2022. Till then,</p>

		a contingency arrangement is made from AWRS pump discharge line within dyke area to clean the tyres before the truck reaches the road. This is being further strengthened by building a platform.
7	The old canal passing near the Dyke no – 1, was not visible, causing erosion of soil and discharge of fly-ash mixing with rain water	<p>It is submitted that neither there has been nor there is any canal in the plant premises owned by the Answering Respondent.</p> <p>Lagoon 1 and 2 both contain an AWRS pump house for eventuality of heavy rains to recycle the water inside the plant. The pumps were installed in April, 2018 with a capacity of 2 X 500 M<sup>3</sup> per hour. Lagoon 1 is 150 Acre and Lagoon 2 is 60 Acre, and thus, the pumps are sufficient to move the water in case of heavy rains on rare occasions.</p> <p>The present Ash disposal area /pond is owned by Answering Respondent and no ash is being dumped by Answering Respondent outside designated ash pond area.</p> <p>In the order dated 11.07.2022, Circle Officer, Kanti, Muzaffarpur has also stated that “it is clear that the NTPC is using his own lands for the storage purpose of fly-ash”</p>
8	Tree plantation around outside the soiled roads not planted and not developed green belt around the Dykes and	It may be noted that green belt is already available at south side of lagoon-III. Further, on east side of lagoon 3, tree plantation will be done by <b>30.11.2022</b> in available and owned land of Answering Respondent. The Answering

	Pond	Respondent undertakes to plant 300 saplings to aid in afforestation.
--	------	--

6. It is further pertinent to submit relevant factual position with respect to the Action Taken Report submitted by the Joint Committee in furtherance of the order of this Hon'ble Tribunal in following table:

<b>Sl. No</b>	<b>Directives</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
	<b>Fly Ash Dyke (lagoon 3) :</b>	
1	Stop activities of storage / loading /unloading Transportation of fly ash from fly ash dykes from immediate effect	The MOEF Notification dated 31.12.2021 directs disposal of the current ash as well as legacy ash in a defined timeframe. Answering Respondent by virtue of its MOU with NHA is ensuring that the fly ash is utilized strictly in compliance with the MOEF Notification. Further, as mentioned in preceding paragraphs, the Answering Respondent by putting a checkpoint through is directly monitoring further compliances such as free board, moist ash, covering, etc., is being ensured through a dedicated team of sub-contractor.
<b>OR</b>		
a	Construction of fencing wall around ash dykes	Answering Respondent has achieved completion of barbed wire fencing around ash dyke (lagoon 3) for safety purpose as of date as mentioned in the preceding paragraphs.

<b>Sl. No</b>	<b>Directives</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
b	Establishment of permanent pipeline for water sprinkling arrangement around the road and fly ash dykes.	Permanent pipeline for water sprinkling arrangement around on the approach road already laid and permanent water sprinkling system is functional. The Sprinkler system along the periphery of lagoon 3 shall be installed by 30.09.2022 (already pipeline has been completed).
c	Construction of paved road around dykes to suppress fugitive emission during transportation of vehicles	WBM road has already been constructed around periphery of ash dyke (lagoon 3) as per engineering design of dyke. It is further submitted that Cement Concrete (CC) Approach road is already available between lagoon 1 & 2. The approach road between lagoon 2 & 3 has already been envisaged and accordingly an advance amount of INR 22 Lacs has already been deposited to DPO Muzaffarpur, Gov. of Bihar as the construction of same is a public work that can be done by respective State Authority. The Answering Respondent has requested the State Government Authorities to complete the work by 31.03.2023, and the Answering Respondent undertakes to provide all necessary support and cooperation for the same. The Answering Respondent while depositing the advance amount has made two communications dated 30.05.2022 and 05.08.2022 respectively

<b>Sl. No</b>	<b>Directives</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
		requesting for completion of the paved road work. In addition to above, adequate numbers of water tankers have already been deployed to ensure sprinkling of water on peripheral road to control & mitigate fugitive emission.
d	Ensure loading & unloading of wet fly ash from the dykes instead of dry fly ash	Presently lagoon 3 is under charging condition and no ash is being lifted / transported for ash utilization.
e	Ensure to allow the loading of vehicles with free board & covering of materials properly and after cleaning tyres before transportation outside from the dykes	Presently lagoon 3 is under charging condition and no ash is being lifted / transported for ash utilization.
f	Development of green belt side by side around the dykes.	It may be noted that green belt is already available at south side of lagoon-III. As mentioned above, on east side of lagoon 3, tree plantation will be done by <b>30.11.2022</b> in available and owned land of Answering Respondent. The Answering Respondent undertakes to plant 300 saplings to aid in afforestation.
	<b>Fly Ash Pond (lagoon 1&amp;2)</b>	
a	Establishment of permanent pipeline	Permanent pipeline for water sprinkling arrangement on the

<b>Sl. No</b>	<b>Directives</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
	for water sprinkling arrangement around the road and fly ash ponds	<p>approach road between lagoon 2 &amp; 3 is already laid and permanent water sprinkling system is functional. Movable water tankers have already been deployed to ensure sprinkling of water on peripheral road to control &amp; mitigate fugitive emission.</p> <p>Further, as mentioned in the preceding paragraphs, the Answering Respondent is getting the sprinkler system functional in the remaining area. Furthermore, the Answering Respondent has arranged and will continue to arrange sufficient number of mobile sprinklers for Lagoon 1 and 2.</p>
b	Construction of paved road around the pond to suppress fugitive emission during transportation	<p>As mentioned in the preceding paragraphs, the Answering Respondent has taken necessary steps by depositing the amount to District Administration for construction of road and with a request to construct the same at the earliest. As mentioned above, the Answering Respondent shall make best efforts to coordinate with the District Administration to get the work completed.</p>
c	Ensure loading & unloading of wet fly ash from the dykes instead of dry fly ash	<p>Answering Respondent by virtue of its MOU with NHAI is ensuring that the fly ash is utilized strictly in compliance with the MOEF Notification. Further, as mentioned in preceding paragraphs, the Answering Respondent by putting a</p>

<b>Sl. No</b>	<b>Directives</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
		<p>checkpost is directly monitoring further compliances such as free board, moist ash, covering, etc., is being ensured through a dedicated team of sub-contractor.</p> <p>A true copy of the MOU with NHAI for lifting of ash is attached herewith and marked as <b>Annexure R-6.</b></p>
d	<p>Ensure to allow the loading of vehicles with free board &amp; covering of materials properly and after cleaning tyres for transportation</p>	<p>Answering Respondent by virtue of its MOU with NHAI is ensuring that the fly ash is utilized strictly in compliance with the MOEF Notification. Further, as mentioned in preceding paragraphs, the Answering Respondent is directly monitoring further compliances such as free board, moist ash, covering, etc., with a team of dedicated sub-contractor.</p>
e	<p>Development of green belt side by side around the road around the pond</p>	<p>There is no land owned around Lagoon 1 and 2 by the Answering Respondent, therefore, the green belt could not be undertaken around Lagoon 1 and 2.</p>
	<b>AND</b>	
	<p>In addition to above directions, ensure water sprinkling arrangement in every 6 Hrs in a day on the road, dykes and pond area &amp; ensure the loading, unloading</p>	<p>Permanent pipeline for water sprinkling arrangement on the approach road between lagoon 2 &amp; 3 is already laid and permanent water sprinkling system is functional. Movable water tankers have already been deployed to ensure sprinkling of water on peripheral road to control &amp; mitigate fugitive</p>

<b>Sl. No</b>	<b>Directives</b>	<b>Clarification / Compliance status / Scheduled timeline program to comply directions</b>
	of vehicles will be conducted with wet fly ash instead of dry fly ash from immediate effect.	emission. Further, as mentioned in the preceding paragraphs, the Answering Respondent is getting the sprinkler system functional in the remaining area. Furthermore, the Answering Respondent has arranged and will continue to arrange sufficient number of mobile sprinklers for Lagoon 1 and 2.

7. It is submitted that the present reply is filed in terms of order dated 11.07.2022 to respond to the concerns reflected by this Hon'ble Tribunal. Further, the Answering Respondent submits that it shall provide all necessary information and material as maybe further required by this Hon'ble Tribunal for just adjudication of the present application. The Answering Respondent hereby reserves its right to further supplement the present reply, with the leave of this Hon'ble Tribunal.
8. It is further submitted that the Answering Respondent is a Government of India Maharatna Company operating various plants across the country. The Answering Respondent always strives and endeavors to operate in an environment friendly manner while complying with all the norms. In fact, the Answering Respondent has its internal mechanism by way of various circulars and guidelines to implement the directives of MOEF, this

Hon'ble Tribunal and other applicable environmental norms. The Answering Respondent is committed in the present case to provide all possible necessary support to this Hon'ble Tribunal in adjudication of the present matter, to preserve the environment.

9. In view of the above, it is specifically prayed that the personal presence of the Director (Operations) of the NTPC Ltd. be exempted as directed in the order dated 11.07.2022. It is further submitted that the Answering Respondent through its Deponent who is the concerned senior officer with all factual information working in the concerned department alongwith the counsels of Answering Respondent shall always remain available to assist the Hon'ble Tribunal in the present proceedings. The present request is bona fide and in the interest of justice. The Answering Respondent is simultaneously filing an application for modification of the order dated 11.07.2022 to this extent, and it is prayed the present reply maybe read in conjunction with the application being filed.
10. It is therefore prayed that the present reply with the document may please be taken on record, and appropriate orders be passed for adjudication of the present matter, alongwith the order to exempt the appearance of the Director (Operations) of the Answering Respondent Company as directed in the order dated 11.07.2022.

**Answering Respondent**

PARTHA NAG

पार्थ नाग

GM (Operation/EMG/AU/Chemistry)

NTPC/Kanti

Kanti, Muzaffarpur

**THROUGH****Adarsh Tripathi & Vikram Singh Baid****Counsel for the Applicant**

G-34, Basement, Lajpat Nagar-III, New Delhi-110024

9090416535 / 9425308454

Adarsht912003@gmail.com

Dated: 07.09.2022

Place: New Delhi

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL**

**PRINCIPAL BENCH**

**ORIGINAL APPLICATION NO. 181 OF 2022**

**IN THE MATTER OF:**

DINESH PRASAD CHAURASIA & ORS. - APPLICANTS

**VERSUS**

STATE OF BIHAR

- RESPONDENTS

**IN THE MATTER OF:**

Kanti Bijlee Utpadan Nigam Ltd. (Now known as NTPC Ltd.,

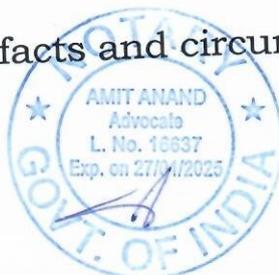
Kanti)

...Respondent/Applicant

**AFFIDAVIT**

I, Partha Nag, S/o Late Sh. A N Nag, aged 56 years, working with the Answering Respondent Company as General Manager (Operations), having office at NTPC Kant, PO Kanti Thermal, District Muzaffarpur, Bihar, presently at New Delhi, do hereby solemnly affirm and state as under:

1. That I am the authorized representative of the Answering Respondent in the above said application/case and as such well conversant with the facts and circumstances of the present case.



*Partha Nag*

**PARTHA NAG**  
पार्थ नाग  
GM (Operation/EMG/AU/Chemistry)  
NTPC/Kanti  
Kanti Muzaffarpur

2. That the above said reply has been drafted under my instructions and I have read the contents of the same. I state that contents of the accompanying application are true and correct to my knowledge and belief.

3. That the Annexures filed along with this reply are true copies of their respective originals.

  
**Deponent**  
PARTHA NAG  
पार्थ नाग  
GM (Operation/EMG/AU/Chemistry)  
NTPC/Kanti  
Kanti, Muzaffarpur

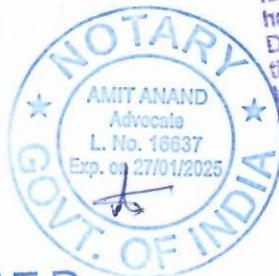
**Verification:**

I, the above named deponent do hereby verify that the contents of the above affidavit are true and correct to my knowledge and belief and no part of the above affidavit is false and nothing material has been concealed there from.

Verified at New Delhi on 07 day of September, 2022.

**CERTIFIED THAT THE DEPONENT**  
Shri/Smt./Kun. Partha Nag  
S/o, W/o, D/o NTPC N D  
R/o Adarsh Tower, Delhi  
Identified by Shri/Adv. Amit Anand  
has solemnly affirmed before me at Delhi  
Dt. 07/09/2022  
that the contents of the affidavit which have  
been read & explained to him are true and  
correct to his knowledge.

07 SEP 2022



  
**Deponent**

PARTHA NAG  
पार्थ नाग  
GM (Operation/EMG/AU/Chemistry)  
NTPC/Kanti  
Kanti, Muzaffarpur

**ATTESTED**

  
**NOTARY PUBLIC  
DELHI (INDIA)**

**NOTARY REGISTER**  
Page No. 76  
Sl. No. 3209  
R. No. 11  
Date 7/09/2022

Identify the Executant Deponent  
Who Has Signed in My Presence



एन टी पी सी लिमिटेड  
(एन टी पी सी लिमिटेड)  
**NTPC Limited**  
(A Govt. of India Enterprise)

Muzaffarpur TPS

Ref No.: 7070/KBUNL/LAW/

Date: 05.09.2022

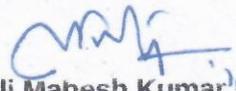
Letter of Authorization(To Whomsoever It May Concern)

I, the undersigned, hereby authorize Shri Partha Nag, Employee No- 004498, General Manager (Operation), NTPC- Muzaffarpur Thermal Power Station-KBUNL, to act on my behalf and NTPC-MTPS, KBUNL in all manners relating to signing of Vakalatnama and to verifying and signing Affidavit, Petition, application, Written Statement /Counter Affidavit /Reply, Rejoinder and all other related documents and to give evidence on behalf of NTPC-MTPS, KBUNL (if required) in connection with the Original Application No.181/2022 filed by Shri Dinesh Prasad Chaurasia (Dinesh Prasad Chaurasia & Ors against State of Bihar) before the Hon'ble National Green Tribunal, Principal Bench New Delhi.

Any act carried out by the aforesaid Shri Partha Nag on my behalf shall have the same effect as acts of my own with regard to Original Application No.181/2022 and related matter before the Court stated above.

This authorization for Shri Partha Nag, General Manager (Operation), NTPC-MTPS,KBUNL-Kanti is hereby issued and is valid for the aforesaid purposes only. His signature is attested on the left side below.

Sincerely  
For and on behalf of NTPC, MTPS

  
(Kintali Mahesh Kumar Prusty)  
HOP, In-charge, NTPC-MTPS

**K.M.K. PRUSTY**  
**के.एम.के. प्रुष्टी**  
GM (O&M)  
NTPC/KBUNL  
KANTI, MUZAFFARPUR

Signature of Authorization Holder

  
(Partha Nag)

**PARTHA NAG**  
**पार्थ नाग**  
GM (Operation/EMG/A/U/Chemistry)  
NTPC/Kanti  
Kanti, Muzaffarpur

पोस्ट-कांटी थर्मल, जिला-मुजफ्फरपुर-843130(बिहार)/P.O Kanti Thermal, Dist.Muzaffarpur-843130 (Bihar), टेल/ फैक्स Tel/Fax: 06223-267310

पंजीकृत कार्यालय: एन टी पी सी भवन, स्कोप कॉम्प्लेक्स, 7, इन्स्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110003/

Registered Office: NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003

**Final Order**  
**24/1/2021-CL-III**

**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

In the matter of Sections 230-232 of the Companies Act, 2013

AND

In the matter of Scheme of Amalgamation between  
M/s Nabinagar Power Generating Company Limited,  
M/s Kanti Bijlee Utpadan Nigam Limited

And

M/s NTPC Limited

1. M/s. Nabinagar Power Generating Company Limited having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi- 110003

**Applicant/Transferor Company No.1**

2. M/s. Kanti Bijlee Utpadan Nigam Limited having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi- 110003.

**Applicant/Transferor Company No.2**

3. M/s NTPC Limited having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003.

**Applicant/Transferee Company**

Present:-

- i. Ms. Nandini Sarkar, Company Secretary, Transferee Company
- ii. Mr. Manish Kumar, Company Secretary, Transferor Company No.1
- iii. Ms. Priyanka Sethi, Company Secretary, Transferor Company No.2
- iv. Mr. Nakul Batra, Advocate, DSK Legal
- v. Mr. Manhar Singh Saini, Advocate, DSK Legal
- vi. Mr. Hardik Jain, Advocate, DSK Legal

.....for Transferor and Transferee Company

vii Mr. Vinod Sharma, Official Liquidator



ORDER

(Hearing held on 29/06/2022)

Joint confirmation petition was filed on 29<sup>th</sup> April, 2022 by the petitioner companies with respect to proposed Scheme of Amalgamation between M/s Nabinagar Power Generating Company Limited (Transferor Company No.1), M/s Kanti Bijlee Utpadan Nigam Limited (Transferor Company No.2) and M/s NTPC Limited (Transferee Company) u/s 230-232 of the Companies Act, 2013 read with Government of India, Notification NO.GSR.582 (E) dated 13.06.2017.

2. The Transferor Company No.1 was incorporated on 09.09.2008 under the provisions of the Companies Act, 1956 under the name "Nabinagar Power Generating Company Private Limited". The Transferor Company No.1 was converted into a public Limited Company, and a fresh certificate of incorporation dated 17.02.2019 was issued to Transferor Company No.1 by the Registrar of Companies, national Capital Territory of Delhi and Haryana. The Transferor Company No. 1 is the wholly owned subsidiary of NTPC Limited (i.e. Transferee Company). The equity shares of the Transferor Company No.1 are not listed on any stock exchange. The Transferor Company No.1 is engaged in the business of inter alia purchasing, selling, importing, exporting, producing, trading, manufacturing or otherwise dealing in all aspects of electric power and for that purpose to set up, operate and manage all necessary plants, establishments and works and other allied industries.

3. The Transferor Company No.2 was incorporated on 06.09.2006 under the provisions of the Companies Act, 1956 under the name "Vaishali Power Generating Company Limited". The certificate of commencement of business dated 28.09.2006 was issued to Transferor Company No.2 by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of Transferor Company No.2 changed from Vaishali Power Generating Company Limited to Kanti Bijlee Utpadan Nigam Limited. Fresh Certificate of Incorporation



consequent upon change of name dated 10.04.2008 issued to the Transferor Company No.2. The Transferor Company No.2 is also a wholly owned subsidiary of NTPC Limited (Transferee Company). The equity shares of Transferor Company No.2 are not listed on any stock exchange. The Transferor Company No.2 is engaged in the business of inter alia generation, co-generation, supply, distribution, transmission, transformation, conversion, production, manufacture, processing, accumulation, development, receiving, production, improving, buying, selling, re-selling, acquiring, using, re-using, importing, exporting or in any manner dealing in gas, steam, any product or products derived from or connected with any other form of energy including without limitation, heat, solar, wind, energy developed or invented in future or otherwise deal in electric power or any product or products derived from or connected with electric power/electricity.

4. The Transferee Company was incorporated on 07.11.1975 under the provisions of the Companies Act, 1956. The name of the Transferee Company was changed from National Thermal Power Corporation Limited to NTPC Limited and fresh certificate of incorporation consequent upon change of name dated 28.10.2005 issued to the Transferee Company. The equity shares of the Transferee Company are listed on the National Stock Exchange of India Limited (NSE) and BSE Limited (BSE). The Transferee Company is engaged in the business of inter alia to plan, promote and organize an integrated and efficient development of Thermal, Hydel, Nuclear power and power through Non-Conventional/Renewable Energy Sources including generation from municipal or other waste materials in India and abroad including planning, investigation, research, design and preparation of preliminary, feasibility and definite project reports, construction, generation, operation & maintenance, Renovation & Modernization of power stations and projects, transmission, distribution, sale of power generated at Stations in India and abroad in accordance with the national economic policies and objectives laid down by the Central Government from time to time, the management of front and back-end of nuclear fuel cycle and ensure safe and efficient disposal of waste.



5. As per Government of India, Notification NO.GSR.582 (E) dated 13.06.2017, the powers under section 230-232 of the Companies Act, 2013 have been conferred upon the Central Government in respect of Government Companies. Accordingly, Ministry of Corporate Affairs has the jurisdiction to hear and decide the present petition.

6. As per the clause 7.2 & 7.3 of the Scheme of the Amalgamation, upon the scheme coming into effect all equity shares of the Transferor Company No.1 and Transferor Company No.2, and the corresponding share certificates, held by the Transferee Company (either directly or through nominees) shall without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect without any necessity of them being surrendered. It is clarified that no new shares shall be issued, or payment made in cash whatsoever by the Transferee Company in lieu of shares of the Transferor Companies. Consequent to and as part of the amalgamation of the Transferor Companies with the Transferee Company herein, the authorized share capital of the Transferor Companies shall stand merged into and combined with the authorized share capital of the Transferee Company pursuant to the Scheme, without any further act or deed, and without payment of any registration or filing fee on such combined authorized share capital, the Transferor Companies and the Transferee Company having already paid such fees. Accordingly, the authorized share capital of the Transferee Company resulting from the amalgamation of the Transferor Companies with the Transferee Company shall be a sum of Rs.16600,00,00,000 (Indian Rupees Sixteen thousand Six Hundred Crore only) divided into 16600000000 (One thousand Six Hundred Sixty Crore only) equity shares of Rs.10 (Indian Rupees ten only) each and Clause V of the Memorandum of Association of the Transferee Company and Article 5 of the Articles of Association of the Transferee Company shall stand altered accordingly.



7. The petitioner companies through their joint confirmation petition prayed before the Ministry of Corporate Affairs to sanction the Scheme of Amalgamation between Nabinagar Power Generating Company Limited (Transferor Company No.1), M/s Kanti Bijlee Utpadan Nigam Limited (Transferor Company No.2) with M/s NTPC Limited (Transferee Company) so as to be binding on all the equity shareholders of the Transferor Companies and on all the equity shareholders and unsecured creditors of the petitioner companies and all other concerned persons.

8. The Ministry of Power being the administrative ministry of all the Transferor and Transferee Company vide its letter dated 16.03.2020 conveyed its approval for the amalgamation of Nabinagar Power Generating Company Limited (Transferor Company No.1), M/s Kanti Bijlee Utpadan Nigam Limited and M/s NTPC Limited (Transferee Company).

9. The Scheme of Amalgamation has been approved by the Board of Directors of the Transferor Company No.1 and Transferor Company No.2 in its meeting held on 06.12.2019 and 15.01.2020 respectively. The confirmation petition of Transferor Company No.1 and Transferor Company No.2 are supported by the affidavit of Shri Manish Kumar, Company Secretary and Ms. Priyanka Sethi, Company Secretary respectively.

10. The Scheme of Amalgamation has been approved by the Board of Directors of the Transferee Company in its meeting held on 09.11.2019. The confirmation petition of Transferee Company is supported by the affidavit of Ms. Nandini Sarkar, Company Secretary & Authorized Signatory of the company.

11. Pursuant to the hearing held on 20.01.2022 and order dated 28.01.2022 the requirement of convening the meeting of the equity shareholders of the Transferor Company No.1 and Transferor Company No.2 have been dispensed with as the both the Transferor Companies have furnished consent affidavit(s) from all the equity shareholders.



12. Further, the meeting(s) of secured creditors of Transferor Company No.1, Transferor Company No.2 and Transferee Company have also dispensed with since all the secured creditors as on 30.09.2020 have furnished their consents by way of affidavit(s).

13. Pursuant to the order dated 28.01.2022, it was directed to convene the meeting of Equity Shareholders of the Transferee Company and unsecured creditors of the Transferor Company No.1 & 2 (whose debt is of value more than Rs.50 Lakhs as on 30.09.2020 and unsecured creditors of Transferee Company (whose debt is of value more than Rs.1 Crore as on 30.09.2020). The ministry also appointed Shri Ashish Upadhyaya, AS&FA, in the Ministry of Power, Government of India being the administrative in-charge of the petitioner companies, appointed as chairperson of equity shareholders and unsecured creditor(s) meeting. Further, the Transferor Companies and Transferee Company were directed to publish notice of meeting(s) in two prominent newspaper one in English and other in vernacular language of the state in which Transferor and Transferee Company are registered and also to send individual notice to the equity shareholders of the Transferee Company and unsecured creditors of both the Transferor Companies (whose debt value is more than Rs.50 Lakhs as on 30.09.2020 & Transferee Company (whose debt value is more than Rs.1 Crore as on 30.09.2020) at least one month before the day appointed for the said meeting by Registered post/Speed Post/e-mail. It is also directed to place the notice and other documents on the website of the Transferor & Transferee Company. Further, petitioner companies were also directed to send notices to concerned Regional Director, Registrar of Companies, Official Liquidator, Income Tax Authorities, SEBI, BSE & NSE (only in case of Transferee Company) and other statutory authorities to send their report as per section 230(5) of the Companies Act, 2013. Further, this ministry allowed the petitioner companies to conduct the meeting of equity shareholders and unsecured creditors through Video Conferencing (VC) due to prevailing Pandemic Condition across India and to adopt e-voting system and appoint Scrutinizer for the purpose of conducting



poll during the equity shareholders and secured & unsecured creditor's meeting conducted through Video Conferencing (VC).

14. Further, this ministry vide order dated 28.01.2022 directed to the petitioner companies to furnish an affidavit regarding the compliance of the conditions mentioned in the administrative approval dated 16.03.2021 and the petitioner companies are also directed to submit a certificate from their statutory auditor stating that there is no audit qualification/observation that will have an adverse impact on the proposed scheme of amalgamation as reported in the Audited Annual Report of the Transferor Company No.2 and Transferee Company for the year ended 2019-20 & 2020-21.

15. Further, vide order dated 28.01.2022, the Chairperson for the meeting (s) directed to report to the Central Government the result of the said meeting(s) or adjourned meeting, as the case may be, within 7 days after the conclusion of the meeting duly verified by his affidavit.

16. In pursuance of the order dated 28.01.2022, Shri Ashish Upadhyaya, AS&FA, chairperson of the meeting(s), furnished an affidavit of service dated 11.04.2022 as per Rule 12 of the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 informing that notices were issued to equity shareholders of Transferee Company by way of email along with explanatory statement, as per the provisions of the Act and rules made thereunder. Such notices were also issued to the unsecured creditors of the Transferee Company whose debt is of value more than Rs.1 Crore as on 30.09.2020 by way of email. Further, it is also informed in the said affidavit that notices were also issued to the unsecured creditors of Transferor Company No.1 & Transferor Company No.2 whose debt is of value more than Rs.50 Lakhs as 30.09.2020 by way of email. A copy of email dated 01.04.2022 addressed by The Central Depository Services Limited, evidencing the service of emails to shareholders of the Transferee Company is submitted to this ministry and a copy of the certificate dated 17.05.2022 addressed by Beetal Finance & Computer Services (P) Ltd,



an agency, engaged by the petitioner companies evidencing the service of emails to unsecured creditors of all petitioner companies is also submitted to this ministry. It is further stated in the affidavit of service that notices were published in the newspaper informing the general public about the day, date, place and time of meetings in the English Dailies "Financial Express" and "Indian Express" (All India Edition) on 17.03.2022 and Hindi Daily "Jansatta" (All India Edition) on 17.03.2022. The notice along with a copy of the application was served, by hand on 17.03.2022 to the (i) Regional Director, Northern Region (ii) Registrar of Companies, Delhi (iii) Official Liquidator, Delhi (iv) Reserve Bank of India (v) concerned Income Tax Department (vi) Ministry of Power (vii) Department of Public Enterprises, Ministry of Finance, New Delhi (viii) SEBI (Securities and Exchange Board of India), Mumbai (ix) BSE Limited (x) National Stock Exchange of India Limited. Copy of the notices reflecting the receiving granted by the office of the aforementioned government agencies are submitted to this ministry. Further, the said notices for the aforesaid meetings have been uploaded on the website of Transferee Company as well as on the website of the SEBI, BSE & NSE.

17. In pursuance of Order dated 28.01.2022, Shri Ashish Upadhyaya, Additional Secretary & Financial Adviser, Chairperson of the meeting furnished his report dated 22.04.2022 duly verified by an affidavit dated 22.04.2022 and report of the Scrutinizer. It is stated in the report that Shri Ashish Upadhyaya, AS& FA, Ministry of Power, Government of India, convened the meeting of the equity shareholders and unsecured creditors of the Transferee Company through video conferencing on 18.04.2022 at 10:30 am and 12:00 Noon respectively and also convened the meeting(s) of unsecured creditors of the Transferor Company No.1 and Transferor Company No.2 through video conferencing on 19.04.2022 at 10:30 am & 12:00 Noon respectively. Chairperson has reported that majority of the equity shareholders and unsecured creditors (having debt value more than Rs.1 Crore) of the Transferee Company (who have voted through e-voting system or remote e-voting system) representing more than three-fourth in value have approved the scheme. Further, the Chairperson has reported that majority of the



unsecured creditors (having debt value more than Rs.50 Lakhs) of the Transferor Company No.1 & Transferor Company No.2 (who have voted through e-voting system or remote e-voting system) representing more than three-fourth in value have approved the scheme. Thereafter, petitioner companies submitted their joint confirmation petition dated 28.04.2022 and prayed before this ministry to sanction the Scheme of Amalgamation.

18. That, in compliance of the para 15 of the order dated 28.01.2022, all the petitioner companies furnished their affidavits confirming compliance of the conditions of approval granted vide letter dated 16.03.2020, by the administrative ministry of the petitioner companies i.e, Ministry of Power, Government of India. It is stated in the affidavit of Transferor Company No.1 & 2 that merger of Transferor Company No.1 & 2 with Transferee Company is in the core area of functioning of Transferee Company and as per the growth plan of the Transferee Company. Further, no investment abroad is envisaged pursuant to merger. It is stated in the affidavit of Transferee Company that in compliance of condition no. (a) of the Approval of Ministry of Power, the Transferee Company undertakes that the Scheme is in consonance of the growth plan in the core area of function of the Transferee Company (being a Central Public Sector Enterprise) and in compliance with condition no. (b) of the Approval of Ministry of Power, it is stated in the affidavit of the Transferee Company that Scheme does not involve any investment abroad and undertakes to inform the Cabinet Committee of Economic Affairs in case of such investments in future. Further, the Transferee Company also undertakes that the scheme does not lead to any change in the public sector character of the Transferee Company. Further, in compliance of the para 16 of the order dated 28.01.2022, the petitioner companies have submitted to this ministry the requisite certificates from their statutory auditors stating that there is no audit qualification/observation that will have an adverse impact on the proposed scheme of amalgamation.

19. Final Hearing in the matter was fixed on 29.06.2022 and the ministry vide letter dated 15.06.2022 directed the petitioner companies to advertise the notice



of the hearing in terms of Rule 16 of the Companies (Compromises, Arrangement and Amalgamation) Rules, 2016 and submit a compliance report to the ministry.

20. With respect to the compliance of the Rule 16 of the Companies (Compromises, Arrangement and Amalgamation) Rule, 2016, the authorized representative of the petitioner companies furnished a letter dated 27.06.2022 informing to this ministry that they have published notice for the hearing scheduled on 29.06.2022 on 18.06.2022 in All India editions of English dailies - "Financial Express", "Indian Express" and Hindi daily - "Jansatta". The petitioners also submitted original newspaper publications dated 18.06.2022 to this ministry.

21. The Regional Director (Northern Region) submitted his report vide email dated 28.06.2022 along with the report of the Registrar of Companies, NCT of Delhi & Haryana dated 16.06.2022. Further, the Official Liquidator, Delhi has submitted his report vide email dated 29.06.2022. The Regional Director (NR), after considering report of Registrar of Companies, Delhi have not made any adverse remark on the proposed Scheme of Amalgamation. The Official Liquidator has also not reported any adverse remark on the proposed scheme of amalgamation and stated vide para 15 of his report that Official Liquidator, Delhi has not received any complaint from any shareholders, creditors and other stakeholders of the respective companies with regard to the proposed scheme of Amalgamation till the date of filing of his report and further stated at para 17 of his report that the affairs of the aforesaid Transferor Companies do not appear to have been conducted in a manner prejudicial to the interest of its/their members or to the public interest in terms of the provisions of the Companies Act, 2013.

22. That, a final hearing in the matter was held on 29.06.2022 and during the course of the hearing this ministry asked regarding the representation, if any received from any stakeholders pursuant to publication of notice of hearing in the newspaper. The authorized representative of the petitioner companies replied

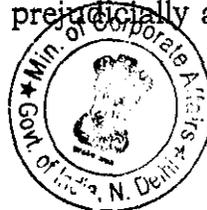


that they have not received any representation/complaint from any person including transferee company's creditors or any stakeholders regarding approval of scheme of amalgamation. Further, the representative of the petitioner companies stated that the balance sheet of the petitioner companies as at 31.03.2022 has already been finalized and requested to this ministry to change the appointed date from 01.04.2021 to 01.04.2022. Therefore, this ministry allowed the petitioner companies to change the appointed date 01.04.2021 to 01.04.2022 at their request.

23. With reference to Clause 7.3 of the Scheme, wherein the Transferee Company intends to alter the Memorandum of Association (MoA) and Articles of Association (AoA) and also intends to increase their authorized share capital, it is directed that Transferee Company shall follow the provisions of the Companies Act, 2013.

24. For considering the proposal of amalgamation, the procedure as required under the provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 was followed and transparency was maintained during the proceedings. Sufficient opportunity was provided to all concerned by way of giving direction to the Applicant Companies for publishing the notice of Scheme or supplying copies of the Scheme to anyone who required so with a view to eliciting views of all concerned to the proposed Scheme.

25. The said Scheme does not violate any statutory provisions. It is fair, just, sound and is not against any public interest. The validity of all the actions, proceedings and obligations of the Transferor and Transferee Companies continues even after the implementation of the Scheme. Therefore, no person holding any claim or right against the Transferor or Transferee Company prior to the Scheme coming into effect would be prejudicially affected even after the implementation of the Scheme.



26. In the aforesaid facts and circumstances and having regard to the averments made in the petition and during the course of the hearing, submission made by the Applicant Companies and further considering the reports of the concerned Regional Director, Registrar of Companies and Official Liquidator, the Scheme of Amalgamation of the Transferor Companies with the Transferee Company is found to be in order and hence the prayer for sanction of the Scheme of Amalgamation deserves to be allowed with effect from 01.04.2022, being the appointed date for coming into force of the said Scheme.

27. Now, therefore, the sanction of the Central Government is hereby accorded to the Scheme of Amalgamation between Nabinagar Power Generating Company Limited (Transferor Company No.1), M/s Kanti Bijlee Utpadan Nigam Limited (Transferor Company No.2) and M/s NTPC Limited (Transferee Company) under section 230-232 of the Companies Act, 2013. The Scheme shall be binding on the shareholders and creditors of both the Transferor Companies and Transferee Company and all concerned with effect from 01.04.2022, being the appointed date for coming into force of the said Scheme.

28. Consequent to the amalgamation of the companies, and the Scheme becoming effect:-

- i. All the property, rights and powers of Transferor Companies shall be transferred without further act or deed to the Transferee Company in accordance with the Scheme, and accordingly the same shall, pursuant to section 232(3) of the Companies Act, 2013 be transferred to and vested in the Transferee Company for all the estate and interest of Transferor Companies therein;
- ii. All the liabilities and duties of Transferor Companies shall be transferred without further act or deed to Transferee Company in accordance with the Scheme and accordingly the same shall, pursuant to section 232(3) of the Companies Act, 2013 be, transferred to and become the liabilities and duties of Transferee Company;



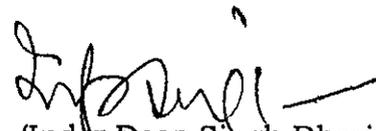
- iii. All Court cases/proceedings, now pending by or against the Transferor Companies shall be continued by or against Transferee Company; and,
- iv. The Applicant Companies shall apply the Accounting Standards as laid down under Section 133 of the Companies Act, 2013.
- v. The petitioner Transferor Company No.1 & Transferor Company No.2 shall stand dissolved without the process of winding up;

29. It is further ordered that the parties to the Scheme or other persons interested in the Scheme shall be at liberty to apply to the Ministry of Corporate Affairs, Government of India, for any direction that may be necessary in regard to working of the said Scheme.

30. It is further ordered that Transferor and Transferee Company shall file with the concerned Registrar of Companies, a certified copy of this order within 30 days of the receipt of the same, in Form No.INC 28. A copy of the order be made available to the parties concerned.

**SCHEDULE:-**

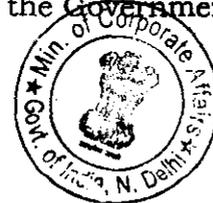
Copy of the Scheme of Amalgamation is annexed.



(Inder Deep Singh Dhariwal)

Joint Secretary to the Government of India

Dated: 28<sup>th</sup> July 2022  
Place : New Delhi



संदर्भ सं:- केबीयूएनएल/ मांसं/भू-अर्जन/ आर&amp;आर/351A

दिनांक:-30.05.2022

सेवा में,

जिला योजना पदाधिकारी,  
मुजफ्फरपुर ।

विषय:-काँटी प्रखंड के काँटी नगर पंचायत के NH - 28 पेट्रोल पंप के पूरब से बाँध होते हुए विनोद सहनी के घर तक PCC सड़क निर्माण कार्य के सम्बन्ध में।

महाशय,

- 1.0 उपरोक्त विषय के सन्दर्भ में आपके संज्ञान में यह लाना है की काँटी प्रखंड के नगर पंचायत के NH - 28 पेट्रोल पंप के पूरब से बाँध होते हुए विनोद सहनी के घर तक PCC सड़क निर्माण कार्य हेतु मार्च-2022 में राशि-22,00,000/- (रूपये बाइस लाख) का अग्रिम भुगतान किया जा चुका है ।
- 2.0 स्थानीय लोगों के द्वारा उपरोक्त कार्य को यथाशीघ्र पूरा करने के लिए अनुरोध किया जा रहा है।
- 3.0 अतः श्रीमान से निवेदन है की सड़क निर्माण हेतु जल्द से जल्द उचित कार्यवाही की जाए ताकि समय से योजना का काम यथाशीघ्र पूरा हो सके। इसके लिए हमलोग आपके आभारी रहेंगे।

आपके सहयोग की कामना के साथ ।

सादर सहित,

(निशांत के शर्मा)

वरिष्ठ प्रबंधक ((एल ए/आर&आर/सी एस आर)  
के०बी०यू०एन०एल०, कांटी ।

निशांत के शर्मा  
वरिष्ठ प्रबंधक  
एल ए/आर&आर/सी एस आर  
के०बी०यू०एन०एल०, कांटी

Ref [No.] KBUNL/M.M./Land Acquisition/RR/351A

Dated 30.05.2022

To,

District Planning Officer, Muzaffarpur.

Subject - Regarding PCC road construction work from east of NH 28 petrol pump of Kanti block to Vinod Sahni's house via dam.

Sir,

1.0 In the context of the above subject, it is to be brought to your notice that in March 2022 for the construction work of PCC road to Vinod Sahni's house via dam from the east of NH 28 petrol pump of Nagar Panchayat of Koti block, amount-22,00,000/- (Rupees Twenty Two Lakhs Only) advance has already been paid.

2.0 Local people are being requested to complete the above work at the earliest.

3.0 Therefore, Sir is requested to take appropriate action for the construction of the road at the earliest so that the planning work can be completed in time. We will be grateful to you for this.

With best wishes for your cooperation.

Senior Manager (LARR/CSR)

KBUNL, Kanti.



// True Translated Copy //

के०बी०यू०एन०एल०मा०सं०/भू-अर्जन/आर&आर/ 613

(A Wholly-Owned Subsidiary of NTPC Ltd.)

संदर्भ सं.: के०बी०यू०एन०एल०मा०सं०/भू-अर्जन/आर&आर/ 613

दिनांक :05.08.2022

सेवा में,

जिला योजना पदाधिकारी,  
मुजफ्फरपुर।

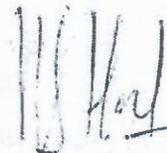
विषय : काँटी प्रखंड के काँटी नगर पंचायत के NH-28 पेट्रोल पंप के पूरब से बांध होते हुए विनोद सहनी के घर तक PCC सड़क निर्माण कार्य के सम्बन्ध में।

महाशय,

- 1.0 उपरोक्त विषय के सन्दर्भ में आपके संज्ञान में यह लाना है की काँटी प्रखंड के नगर पंचायत के NH-28 पेट्रोल पंप के पूरब से बांध होते हुए विनोद सहनी के घर तक PCC सड़क निर्माण कार्य हेतु मार्च-2022 में राशि - 22,00,000/- (रुपये बाईस लाख) का अग्रिम भुगतान किया जा चुका है।
- 2.0 स्थानीय लोगों के द्वारा उपरोक्त कार्य को यथाशीघ्र पूरा करने के लिए अनुरोध किया जा रहा है।
- 3.0 NGT के आदेशानुसार इस रोड के निर्माण का कार्य यथाशीघ्र (तीन महीने के अन्दर) पूरा करना है।
- 4.0 अतः श्रीमान से निवेदन है की सड़क निर्माण हेतु जल्द से जल्द उचित कार्यवाही की जाए ताकि समय से योजना का काम यथाशीघ्र पूरा हो सके। इसके लिए हमलोग आपके आभारी रहेंगे।

आपके सहयोग की कामना के साथ

सादर सहित



(निशांत कमल) 05/08/20

वरिष्ठ प्रबंधक (एल ए/आर&आर/सी एस आर)

के०बी०यू०एन०एल०, काँटी

निशांत कमल / NISHANT KAMAL

के०बी०यू०एन०एल० लिमिटेड/NTPC Limited  
काँटी बिजली उत्पादन निगम लिमिटेड  
Kanti Bijlee Utpadan Nigam Ltd.



जिलाधिकारी महोदय, मुजफ्फरपुर।

Reference No.: KBPUNL/MAS./Land Acquisition/R&R/6/3 Dated:05.08.2022

To,

District Planning Officer, Muzaffarpur.

Subject: Regarding PCC road construction work from east of NH-28 petrol pump to Vinod Sahni's house via dam of Koti Nagar Panchayat of Kanti block.

Sir,

1.0 In context of the above subject, it is to be brought to your notice that in March 2022, the amount for the PCC road construction work to Vinod Sahni's house via the dam from the east of NH-28 petrol pump of Nagar Panchayat of Koti block. 22,00,000/- (Rupees Twenty Two Lakh) has already been paid.

2.0 Local people are being requested to complete the above work at the earliest.

3.0 As per the order of NGT, the work of construction of this road is to be completed as soon as possible (within three months).

4.0: It is requested to Sir that appropriate action should be taken for road construction at the earliest so that the planning work can be completed as soon as possible. We will be grateful to you for this.

With best wishes for your cooperation

(Nishant Kamal)

Senior Manager (LA/R&-R/CSR) KBUNL



// True Translated Copy //

**Kanti Bijlee Utpadan Nigam Ltd**

(A Subsidiary Of NTPC Ltd)

**Muzaffarpur Thermal Power Station**

PO Kanti, Distt. Muzaffarpur

Muzaffarpur

Bihar- 843130, India

Telephone No. : 06223-267339 Fax No. : 06223-267310

**Service Purchase Order**

PAN No. :

CIN No. :

:

: U40102DL2006GOI153167

**Purchase Order No. : 4000270695-062-2040 Date : 17.01.2022 ( version : 0 )****To**

BAC EQUIPMENTS

KISHUNAGAR COLD STORAGE CAMPUS

P.O-KANTI

Muzaffarpur

Bihar

India - 843109

Tel: 0622326620

Fax: 01122456869

E-Mail : bacequipments@hotmail.com

**Vendor Code : 1078826****Subject:** : Deployment of water tankers for sprinkling water at Ash Dyke KBUNL, Kanti.**NIT NO.** : 9900226201/062/2040 Dated 15.01.2022**Your Offer No.** :**Your Reference** :**Our Reference** : PRADIP Ref:KBUNL/Ash Mgmt./2021-22/TANKER/66720

Dear Sir,

This has reference to our above mentioned NIT, Your offer and subsequent discussions. We are pleased to accept your offer opened on 15.01.2022 and confirm having awarded on you the work of Deployment of water tankers for sprinkling water at Ash Dyke KBUNL, Kanti. of total value INR 388,022.40 (Rupee THREE LAKH EIGHTY-EIGHT THOUSAND TWENTY-TWO POINT FORTY ONLY) mentioned in the scope of works, special terms & conditions, Bill of quantities etc.

The duration of the service period shall be from 01.02.2022 to 31.01.2023. Though the duration of contract shall remain same, the actual date of commencement of the contract shall be as per the direction of EIC. AGM(AU) or their authorised representatives. shall be EIC for this work.

This service purchase order along with its annexure is being issued to you in duplicate .We request you to return the duplicate copy of this service purchase order, duly signed on each page by your authorised signatory in token of your unequivocal acknowledgment of the same within 15 days from the date of this service purchase order. If no communication is received within 15 days of receipt of Purchase Order, it will be treated that order has been accepted in entirety.

We thank you for the interest shown by you in our project and the cooperation extended to us. We expect to receive your continued cooperation in future also.

Thanking You,

For &amp; on behalf of Kanti Bijlee Utpadan Nigam Ltd.

Swatantra Kumar

Dy. Mgr. (C&amp;M)

**Enclosures :**

**(Bill of Quantity)**

**Name of Work:**

Deployment of water tankers for sprinkling water at Ash Dyke KBUNL, Kanti.

SI No.	Code	Description	Unit	Quantity	Net Price	Amount	Long Text
--------	------	-------------	------	----------	-----------	--------	-----------

**Delivery/Invoicing Address:**

2040 Muzaffarpur Thermal Power Station  
 PO Kanti, Distt. Muzaffarpur Muzaffarpur  
 Bihar  
 843130  
 India  
 06223-267339  
 06223-267310  
 Invoicing to be done on  
**GST No. :** 10AACCV4323J1ZP

10		Deployment of Water Tanker	AU	1.000	388,022.40	388,022.40	
----	--	----------------------------	----	-------	------------	------------	--

**Tax:** IN:Central GST-ND @ 9.00 % **Extra**  
 IN: StateGST-ND @ 9.00 %

10 .10		Deployment of one wtr/tanker having 4kl	EA	270	1,437.1200	388,022.40	
--------	--	---	----	-----	------------	------------	--

TOTAL OF BOQ PART : 00010 INR 388022.40

**Amount** 388022.40

Other Charges 0.00

Net Amount on BOQ PART : 00010 INR 388022.40

Net Total Amount INR 388,022.40  
 Less Rebate/Amount INR 0.00  
 Grand Total INR 388,022.40

INR THREE LAKH EIGHTY-EIGHT THOUSAND TWENTY-TWO AND FORTY PAISA ONLY

**Terms & Conditions**  
-----**Payment Terms**

On submission of invoice & as per certification by EIC.

**Payment Mode**

By Cheque/ ECS.

Invoice to be raised on delivery/invoice address against the given PO line items.

**Special Instruction**

1. Price Basis: Firm.
2. Scope of work: DEPLOYMENT OF WATER TANKER AT ASH DYKE OF KBUNL.
3. GST: Extra @ 18%.
4. Contract / Completion period: 12 Months.
5. LD / penalty clause: NA
6. SD: At 7.5% of contract value.
7. CPG: NA.
8. Defect liability period: NA.
9. Others: All other terms & conditions not specifically mentioned here shall be as per tender documents.
10. Contract agreement clause: Party should submit contract agreement (on non-judicial stamp of Rs. 1000/- & as per specified format) within 21 days from the date of issue of purchase order.

**Break up of Price (For Service Related Lines Only)**

-----

SI No.	Service Code	Description	Qty.	UOM	Rate	Premium	Discount	Addl Discount	Net Rate	Value
10 .10		Deployment of one wtr/tanker having 4kl	270	EA	998.00	439.12	0.00	0.00	1,437.1200	388,022.40

Prepared By:  
Amrit Lal Bediya

## Annexure R-5

A Maharatna Company

Loading and Unloading of pond ash from KUBNL ash dyke to newly Declared NH-527C from Majhauri to Charaut section to 2 lane with paved shoulder National Highway Standard in the state of Bihar on Engineering Procurement Construction (EPC) basis (Km 0.00 to Km 63.655)

**Vehicle Certification**

Name of Agency with local address: RAM KRIPAL SINGH CONSTRUCTION PVT LTD, Unsar Baha More, PO/PS: Bochaha, PIN-843103

Date of Transportation: 18-05-2022

SL NO	VEHICLE NO	STICKER	MOIST ASH	FREE BOARD	COVERED VEHICLE	TIME
31	BR06 GC-1301	✓	✓	✓	✓	12:32
32	BR06 GB-1815	✓	✓	✓	✓	12:36
33	BR06 GE-6924	✓	✓	✓	✓	12:39
34	BR06 GE-A 230	✓	✓	✓	✓	12:47
35	BR06 GC-0850	✓	✓	✓	✓	12:50
36	BR06 GC-0849	✓	✓	✓	✓	12:54
37	BR06 GC-1629	✓	✓	✓	✓	13:02
38	BR06 GF-6487	✓	✓	✓	✓	13:09
39	BR06 GA-7913	✓	✓	✓	✓	13:13
40	BR06 GB-8557	✓	✓	✓	✓	13:25
41	BR06 GP-9692	✓	✓	✓	✓	14:02
42	BR06 GP-7122	✓	✓	✓	✓	14:11
43	BR06 GE-6475	✓	✓	✓	✓	14:25
44	BR06 GC-1628	✓	✓	✓	✓	15:22
45	BR06 GC-0848	✓	✓	✓	✓	15:28

It is certified that sprinkling of water is continuously done in the periphery road and the lifting site of Pond Ash.

Signature of the Authorized person  
R.P. Satyanthi  
Asst. Manager (AU)

S.No-31 & 32 Verified found not proper cover, after that proper covered in my presence. Lastly in proper condition dispatched.



AND WHEREAS in the operation of said KBUNL approx. 1800 tonne of ash is generated per day and KBUNL intends to bear cost for excavation, loading, transportation and unloading pond ash/ bottom ash for use in construction of road embankment at NH-527C from Majhauri to Charout section to 2 Lane with paved shoulder for its utilization in compliance of MoEF&CC gazette notification dated 03-11-2009 and its amendment dated 25-01-2016.

AND WHEREAS PIU- MUZAFFARPUR,NHAI had approached KBUNL for supply of pond ash/ bottom ash for construction of road embankment of the NH-527C from Majhauri to Charout section as per the design/ specification approved by the government agency or their consultant or as per the guidelines or specifications issued by the Indian Road Congress (IRC) as contained in IRC specification No. SP: 58 of 2001 as amended from time to time and as per the stipulation of said MoEF &CC gazette notification(s).

AND WHEREAS KBUNL intends to bear cost of excavation, loading, transportation and unloading pond ash/bottom ash and has agreed to permit for excavation and loading of pond ash/ bottom ash from identified Ash Pond Lagoon-I & II to transport ash to road construction site as per the requirement given by construction agency of PIU- MUZAFFARPUR,NHAI for its utilization in compliance of MoEF&CC gazette notification dated 03-11-2009 and its amendment dated 25-01-2016.

**NOW THE MEMORANDUM OF UNDERSTANDING WITNESS AS FOLLOWS:**

That in consideration of mutual agreement and with intent to achieve above objective of KBUNL and PIU- MUZAFFARPUR,NHAI mutually agreed as under:

1. KBUNL shall allow excavation, loading and transportation of pond ash/ bottom ash in the covered trucks/ dumpers as per the approved guidelines of CPCB to the construction site of road project i.e NH-527C from Majhauri to Charout section by authorized transporter / contractor of PIU- MUZAFFARPUR, NHAI in compliance of MoEF&CC gazette notification on ash utilization dated 03-11-2009 and its amendment dated 25-01-2016.
2. KBUNL shall issue pond ash/ bottom ash on "as is where is basis and free of cost" to authorized transporter / contractor of PIU-MUZAFFARPUR, NHAI for road construction projects. PIU- MUZAFFARPUR, NHAI shall adhere to the guidelines/ instructions given by KBUNL regarding location from where ash would be lifted and safety instructions issued by KBUNL from time to time to avoid any damage to ash dykes/ roads etc.
3. PIU- MUZAFFARPUR, NHAI shall arrange to repair at its cost, any damage caused to any of the KBUNL property, plant, equipment or structures etc., by it / its contractor(s) immediately or pay the full cost forthwith on demand by KBUNL , without any protest or demur. Deployment of number of trucks/ vehicles shall be in

Subrata Mandal



Subrata Mandal  
Project Director

consultation with KBUNL keeping in view the safety of dykes, trucks/ vehicles, movement, road condition and manpower etc.

4. The PIU- MUZAFFARPUR, NHA I shall inform KBUNL for their (i) total requirement of pond ash/ bottom ash for the said road project (ii) schedule of construction plan along with location and (iii) monthly requirement of pond ash/ bottom ash at that site, so that necessary arrangement may be made by KBUNL at Ash pond for issue of ash, as feasible.
5. The authorised representative of PIU- MUZAFFARPUR, NHA I shall certify the quantity of ash received from KBUNL . In order to have better management and control on truck movement, number of trucks of ash received at construction site will be informed to KBUNL on daily basis. However, number of ash loaded trucks received at site will not be considered for the purposes of reimbursement of excavation, loading, transportation and unloading cost of ash by KBUNL. Payment towards reimbursement shall be based on the compacted volume measurement of embankment of fill area, as measured and duly certified by PIU- MUZAFFARPUR, NHA I without multiplication of any other factor such as density of ash etc.
6. The Rate for excavation, loading, transportation and unloading of pond ash/bottom ash will be based on prevailing Schedule of Rates of the respective State / latest Delhi Schedule of Rates (DSR), excluding contractor's profit / margin / overheads, whichever is lower. Where such rates are not available, the same will be decided mutually by PIU-MUZAFFARPUR, NHA I and KBUNL based on the rate derived through competitive bidding procedure for similar work at the same/other KBUNL stations. The derived rate will be inclusive of excavation, loading, transportation and unloading charges and no other expenses/charges like road taxes / toll / cess/ any other taxes/overheads etc. will be payable. This rate will be firm for the entire duration of the work and period.
7. Payment terms:
  - a. All the bills have to be signed by PIU-MUZAFFARPUR, NHA I with certifying the quantity of ash received from KBUNL .
  - b. Payment shall be released after submission of invoice along with all the relevant documents.
  - c. PIU-MUZAFFARPUR ,NHA I will certify that the quantity of ash issued by KBUNL has been used in the embankment and the entire ash has been lifted from the identified dyke of KBUNL .
  - d. PIU-MUZAFFARPUR ,NHA I will submit the bill/invoice for reimbursement of excavation, loading, transportation and unloading cost of /pond ash/bottom ash based on the quantity of pond ash /bottom ash used in road embankment work, measured and duly certified as mentioned in clause 5 above. KBUNL will reimburse the excavation, loading, transportation and unloading cost of pond ash / bottom ash to PIU- MUZAFFARPUR, NHA I after due verification as per provisions at Para 5 and 6 above within 6 weeks time".

Subrata Manda

  
Project Director

8. PIU-MUZAFFARPUR ,NHAI will deduct the equivalent amount of earth work being replaced by the pond ash/ bottom ash supplied by KBUNL as per provision of their contract. Therefore, the quantity being claimed from KBUNL would be equivalent to the earth being replaced by the contractor wherever applicable. As such, no double benefit is passed to the contractor due to bearing of transportation cost of ash by KBUNL.
9. The role of KBUNL shall be limited to bear the cost for excavation, loading, transportation and unloading of pond ash/ bottom ash in line with MoEF &CC gazette notification dated 25-01-2016. Excavation, loading, transportation and unloading at the construction site, spreading, compaction etc. in an environment friendly manner shall be solely the responsibility of authorised agency or contractor of NHAI PIU-MUZAFFARPUR.
10. In order to ensure compliance of environment/ safety norms while excavating, loading, transportation, unloading, placing of ash, spreading and compaction, etc., suitable provisions will be made in the contract of authorized agency/ contractor of PIU-MUZAFFARPUR ,NHAI for making him solely responsible for compliance. PIU-MUZAFFARPUR ,NHAI shall take all the responsibility and shall ensure compliance with all the environment / safety / construction laws/Govt. rules/ norms etc. for such activities at the excavation site, during transportation, unloading and placement etc. at construction site of road embankment. To avoid fugitive emission, MUZAFFARPUR ,NHAI or their contractor shall make their own arrangements for spraying water on roads. All littered ash on the roads during transportation shall be cleared by PIU-MUZAFFARPUR ,NHAI or their contractor at their own cost.
11. To ensure that pond ash/ bottom ash issued from by KBUNL thermal power plant has been utilized for road embankment construction by the contractor of PIU-MUZAFFARPUR ,NHAI . it shall link the payment of M/s RAM KRIPAL SINGH CONSTRUCTION LTD. for the construction work of Majhauri to Charout section of NH-527C with the certification of ash supply from KBUNL.
12. KBUNL shall not be responsible for any defects in the quality, construction / failure of road project, due to use of ash and not liable to pay any compensation whatsoever, for any reason.
13. KBUNL shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of construction of road embankment due to use of pond ash / bottom ash.
14. KBUNL shall not be responsible for any loss or damages due to ash dumped on construction site and not utilized by the contractor on default. PIU-MUZAFFARPUR ,NHAI shall take all precautions to prevent loss or damages or to minimize loss/ damages to the extent possible and shall be liable to make good any loss or damages incurred due to negligence on their part or work under MOU.

*Subrata Mandal*

15. KBUNL shall not be responsible for any violation of quality/ construction norms set by PIU-MUZAFFARPUR ,NHAI , for embankment construction by the PIU-MUZAFFARPUR ,NHAI due to use of pond ash / bottom ash. PIU-MUZAFFARPUR ,NHAI shall ensure that all the Government Rules, regulation, local bye-laws, environment norms/ stipulations etc. for construction of road project are adhered to.

## 16. Dispute Resolution

### 16.1 Mutual Consultation-

If dispute of any kind whatsoever shall arise between KBUNL and PIU-MUZAFFARPUR,NHAI in connection with or arising out of the MOU, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project Work (Bearing transportation cost of ash from KBUNL to road project of NHAI PIU- Muzaffarpur whether during the progress of the Project Work or after its completion and whether before or after the termination, abandonment or breach of the MoU, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute maybe settled through Expert Settlement Council/Arbitration/other remedies available under the applicable laws.

### 16.2. Resolution of Dispute through Expert Settlement Council

If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.

#### 16.2.1 Invitation for Conciliation:

16.2.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

16.2.1.2 Upon acceptance of the receipt of invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs.

16.2.1.3 If the party initiating Conciliation does not receive a reply within thirty days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

#### 16.2.2 Conciliation:

*Subrata Mandal*  
सुब्रत मंडल/SUBRATA MANDAL

*[Signature]*  
Project Director

- 16.2.2.1 Where Invitation for Conciliation has been furnished under clause 14.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD, NTPC.
- 16.2.2.2 ESC will be formed from experts comprising of three members from the panel of conciliators maintained by NTPC. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. CMD will have authority to reconstitute an ESC to fill any vacancy.
- 16.2.2.3 The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors/Directors/ Chairman of any Maharatna/Navratna company in India other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna/Navratna company in India other than NTPC Ltd and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.

### 16.2.3 Proceedings before ESC:

16.2.3.1 The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.

16.2.3.2 The parties shall file their claim and counterclaim in the following format

- (a) Chronology of the dispute
- (b) Brief of the contract
- (c) Brief history of the dispute
- (d) Issues

Sl No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause

- (e) Details of Claim(s)/Counter Claim(s)
- (f) Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

*Subrata Mandal*

सुब्रत मंडल/SUBRATA MANDAL

*[Signature]*  
Project Director

- 16.2.3.3 In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.
- 16.2.3.4 The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex officers of NTPC who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of PIU- MUZAFFARPUR,NHAI. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.
- 16.2.3.5 ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD, NTPC may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.
- 16.2.3.6 Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Mumbai/Delhi/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

#### 16.2.4 Fees & Facilities to the Members of the ESC

The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:

Sr. No.	Fees/Facility	Entitlement
1	Fees	As paid to NTPC Independent Directors (Presently Rs. 20,000 per meeting). In addition each conciliator to be paid Rs.10,000 for attending meeting to authenticate the settlement agreement. max. of Rs. 2,10,000 per case per Conciliator.
2	Secretarial expenses	Rs.10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
4	Venue for meeting	NTPC conference rooms
Facilities to be provided to the out stationed member		
5	Travel from the city of residence to the city of	As per entitlement of Independent Directors. Executive class air tickets / first class AC train

Subscribed by \_\_\_\_\_

\_\_\_\_\_

	meeting	tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000/-
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day

Aforesaid fees is subject to revision by KBUNL from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

16.2.5 If decision of KBUNL is acceptable to PIU- MUZAFFARPUR, NHA1 a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of NMSCEL acceptance and same shall be authenticated by all the ESC members. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996. The settlement agreement, once signed by the parties and authenticated by the ESC Members shall be final and binding on the parties.

16.2.6 The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.

### 16.3 Arbitration

"If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at 16.1 & 16.2 above for amicable settlement and/or settlement with assistance of Expert, as the case maybe, the same shall be referred for resolution to AMRCD in terms of OM FN 4 (1) 2013-DPE (GM)/FTS-1835 dated 22.05.2018\*\* issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments. (Office Memorandum copy is separately attached)

## 17. Validity

This MOU shall come into force for all purpose and intent from the date of its signing and shall remain valid and operative for --(3 or 4) months / till the required quantity of ash **2 Lakh. cum** is transported, whichever is earlier. This MoU will not be extended further except for Force Majeure condition(s).

*Subrata Mandal*

सुब्रत मंडल/SUBRATA MANDAL  
मुख्य कार्यकारी अधिकारी/Chief Executive Officer

कॉर्टी बिजली उत्पादन निगम लिमिटेड  
Korty Biliya Utpadan Nigam Ltd

*[Signature]*

Project Director  
N.H.A.I.  
PIU-Muzaffarpur

## 18. Governing law and Jurisdiction

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

## 19. Severability

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

## 20. Amendments & Scope of modification

The MOU terms can be reviewed on mutual agreement in writing between KBUNL and PIU- MUZAFFARPUR, NHAI whenever required owing to new conditions / directives of Government.

## 21. Termination Clause

This agreement may be terminated by either party, in the event that the other party (a) under the Insolvency and Bankruptcy Code, makes an assignment for the benefit of creditors a substantial part of its assets, or (b) fails to perform or otherwise breaches any of its obligations hereunder, if, following the giving of notice by the terminating party of its intent to terminate and stating the grounds thereof, the party receiving such notice shall not have cured the failure or breach within thirty (30) days. In no event, however, shall such notice or intention to terminate be deemed to waive any rights to damages or any other remedy, which the party giving notice of breach may have as a consequence of such failure or breach.

## 22. Force Majeure

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

*Subrata Mandal*

सुब्रत मंडल/SUBRATA MANDAL

*[Signature]*  
Project Director  
NHAI

## 23. Notice

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

PIU- MUZAFFARPUR, NHAI

Phone no :-- 8527643477

Email id -piumuzaffarpur@gmail.com

KBUNL

Head of the Project, NTPC

Phone no:-- 9434038959

Email:- subratamandal@ntpc.co.in

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

*Subrata Mandal*

Subrata Mandal

Chief Executive Officer(KBUNL)

सुब्रत मंडल / SUBRATA MANDAL  
मुख्य कार्यकारी अधिकारी/Chief Executive Officer  
काँटी बिजली उत्पादन निगम लिमिटेड  
Kanti Bijlee Utpadan Nigam Ltd.  
एमटीपीएन काँटी, पोस्ट-कोटी, अरुण, जिला-मुजफ्फरपुर-843130  
MTPS, Kanti, P.O. Kanti, Arun, Jharkhand, Muzaffarpur-843130

*Ram Prit Paswan*  
02.11.2020

Ram Prit Paswan

Project Director, NHAI,PIU-Muzaffarpur

Project Director  
N.H.A.I.  
PIU-Muzaffarpur

Witness

1. *A.K. Tandon*  
A.K. Tandon  
GM(O&M)  
NTPC - KBUNL

2. *Dipak Nath*  
Dipak Nath  
A.C.M.(A&M)

1. *Anil Kumar*  
(ANIL KUMAR)  
JAO, PIU - Darbhanga

2. *Shailendra Kumar*  
(SHAILENDRA KUMAR)  
P.A.

*TRUE COPY*

**VAKALATNAMA**

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH

I.A. NO. \_\_\_\_\_ of 2022

IN

ORIGINAL APPLICATION NO. 181 OF 2022

**IN THE MATTER OF:**

Dinesh Prasad Chaurasia &amp; Ors.

...Applicants

Versus

State of Bihar

...Respondent

**IN THE MATTER OF:**

Kanti Bijlee Utpadan Nigam Ltd. (Now known as NTPC Ltd., Kanti)

...Respondent/Applicant

Know all to whom these presents shall come that I, NTPC Ltd., Them above named the Respondent do hereby appoint

**ADARSH TRIPATHI, VIKRAM SINGH BAID AND AJITESH GARG**

(MP/1256/2014)

(D/3896/2018)

(D/5097/2021)

G-34, Basement, Lajpat Nagar III, New Delhi - 110024

9090416535 / 9425308454 | adarsht912003@gmail.com

Advocate(s), to be my/ our true and lawful attorney (s), in the matter noted above, to do all the following acts, deeds and things, or any of them, (jointly and severally) and also ratify anything already done on our behalf that is to say: -

- To sign, verify and present and send notices, replies rejoinders, pleadings, appeals, cross-objections or petitions for execution, review, revision, other petitions or affidavit or other documents as shall be deemed necessary or advisable for the prosecution of the case or in relation thereto in all its stages.
- To appear, act, and plead in the above-mentioned case in any court or tribunal etc, in which the same be heard or tried in the 1<sup>st</sup> instance or in appeal or review or revision or execution or in any other stage of its progress until its final decision.
- To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise to or in any manner relating to the said case.
- To receive documents, papers, records, or which may be necessary or proper to be done for the prosecution of the said case.
- To employ any other legal practitioner, or to authorize any person to do so, or to exercise the power and authority hereby given to me/they may think fit to do so.

And I/We hereby agree that whatever the Advocate(s) do in the premises shall be binding on me/us and would have been done by me.

And I/We hereby agree not to hold the Advocate (s) or his/their substitute responsible for the said case in consequence of his absence from the court when the said case is called up for hearing.

And I/We hereby agree that in the event of the whole or any part of the fee agreed by me/ us to be paid to the Advocate (s) remaining unpaid he/they shall be entitled to withdraw from the prosecution of the said case, or not to appear until the same is paid.

In witness whereof I/We hereunto set my/our hand to these presents the contents of which have been explained to and understood by me/us.

Date: 06/09/2022

Advocate (s)

*Adarsh Tripathi*  
12/12/2014  
*Ajitesh Garg*  
D/5097/2021  
*Vikram Singh Baid*  
D/3896/2018

PARTHA NAG

पार्थ नाग

S/o. Content/EMS/AU/Chemistry

NTPC/Kanti

Kanti, Muzaffarpur

*Partha Nag*  
Client