

**REPORT OF THE NINE (9) MEMBER COMMITTEE CONSTITUTED IN THE
MATTER OF BONANI KAKKAR VS OIL INDIA LIMITED AND ORS. IN O.A. NO:
43/2020(EZ)**

**ACTION PLAN AND MONITORING OF THE RESTORATION PLAN
OF BAGHJAN WELL # 5 SITE, DIBRU SAIKHOWA NATIONAL PARK AND
MAGURI-MOTAPUNG WETLAND**

Submitted to the Hon'ble National Green Tribunal, Principal Bench, Delhi

First Progress Report as on July 31, 2023

Submitted on August 16, 2023

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CONSTITUTION OF THE NINE-MEMBER COMMITTEE:

The Hon'ble NGT vide order dtd. 10.03.2023 in O.A. No. 43/2020(EZ) (Bonani Kakkar-Vs-Oil India Limited and Ors.) directed to constitute a nine (9) Member Committee with a specific mandate to prepare a final action plan for the restoration of the accident site (Baghjan Well #5), Dibru Saikhowa Bio Reserve (DSBR) and Maguri Motapung Wetland (MMW) and to oversee its execution. Additional Chief Secretary, Environment & Forest, Government of Assam would be the Chairman of the Committee. Other members of the Committee include Deputy Director General-Forest (Integrated Regional Office, MoEF&CC, Guwahati); Regional Director-CPCB, Shillong; Wetland Authority, Assam; Member Secretary-State PCB (also the nodal agency for coordination and compliance), Chief Wildlife Warden, Assam; District Magistrates - Tinsukia and Dibrugarh and IIT-Guwahati.

In pursuance to the said order, Government of Assam in Environment and Forests Department has notified a 9 (nine) Member Committee vide ECF No. 213439/949 dtd. 01.04.2023 for preparing a final Action Plan for the restoration of the accident site, Dibru Saikhowa Bio Reserve (DSBR) and Maguri Motapung Wetland (MMW) and to oversee its execution (**Annexure-I : Govt. of Assam's Notification**).

BACKGROUND OF THE SUBJECT CASE (OA 43/2020 IN NGT AND CIVIL APPEAL NO: 2201 OF 2021 AT THE HON'BLE SUPREME COURT OF INDIA):

The issue relates to the impact caused to the environment due to a blow-out, which took place from the Baghjan Well #5 on May 27, 2020. Oil India Limited was in control and possession of the oil well at the said time.

The Original Application No. 43/2020 was preferred at the Hon'ble NGT (EZ) alleging failure of the Respondent Authorities in preventing the blowout of Baghjan well #5 of the Respondent No. 1, M/s. Oil India Ltd. (OIL in short), resulting in a massive fire causing irreparable loss to the entire biodiversity of the region and loss of lives and property. The petitioner in the Original Application No 43/2020 is Bonani Kakkar and respondents are Oil India Limited and Others.

The Hon'ble NGT constituted a Committee of experts vide order dtd. 24.06.2020. The Committee submitted a preliminary report on 24th July, 2020 followed by submission of progress report on 31.10.2020.

Subsequently, the NGT, by its impugned order dtd. 15.02.2021, constituted three (3) more committees to look into the detail of the subject:

- (i) A six (6) member Committee to fix the responsibility for the failure of the individuals present at the incident and lay down a road map for ensuring compliance with safety protocols;
- (ii) A seven (7) member committee to enquire into the noncompliance of statutory provisions;
- (iii) A ten (10) member Committee to assess the damage to and restoration of the Dibru-Saikhowa National Park and wet land and to take over all surviving issues from the earlier committee.

Meanwhile, an appeal was moved vide Civil Appeal No: 2201 of 2021 at the Hon'ble Supreme Court of India with the grievances as follows –

1. The constitution of the three new committee will delay the process of restoration of the affected area and compensation to the affected people as already a comprehensive report had been submitted before the NGT by the Committee of experts.
2. The ten member committee constituted for the determination of the damages, compensation and restoration of the wetlands includes Oil India Limited as a member, which is construed as a breach of principle of natural justice since the conduct of the Oil India Limited is basically in issue and hence the Managing Director of the Oil India Limited- ought not be a member of the committee.

The Hon'ble Supreme Court in its order dated 2nd September, 2021 took notes of the findings of the NGT appointed Expert Committee. The Committee submitted a detail account of the legal compliances of Oil India Limited and the damage flora and fauna due to the incident. The Committee also recommended a comprehensive impact assessment along with a plan for bio-remediation of hydrocarbons polluting the soil and the wetland. The Hon'ble Supreme Court vide its order dated 2nd September, 2021 reconstituted the ten (10) member Committee constituted by the NGT with a direction to make an interim determination of the damages upon which a suitable directions could be issued to Oil India Limited :-

- (i) Justice B. P. Katakey, Retired Judge of the Gauhati High Court - Chairperson
- (ii) Dr. Ritesh Kumar, Director, Wetlands International South Asia.
- (iii) Mr. G.S. Dang, Ex-Deputy Director, Indian Institute of Petroleum, Dehradun.
- (iv) Mr. Qamar Qureshi, Professor, Wildlife Institute of India.
- (v) Mr. Bedanga Bordoloi.

The Hon'ble Supreme Court vide its order dated 23.01.2023 in the Civil Appeal No 2201 remitted the proceedings back to the NGT to take up the proceedings further on the basis of the reports of the expert committee which was constituted by the court.

1ST MEETING OF THE COMMITTEE:

The 1st meeting of Committee was held on 10-04-2023 in the hybrid mode. The meeting was chaired by Sri R.S. Prasad, IAS, Additional Chief Secretary to the Government of Assam. Various resolutions were taken in the meeting with specific responsibilities of the concerned Departments. Copy of the Minutes of the meeting is attached (**Annexure-II: MoM-1**)

SITE VISIT BY THE COMMITTEE:

In pursuance to the direction of the Hon'ble NGT, nine (9) member Committee visited Baghjan Well #5 and surrounding areas on May 18, 2023.

The Committee members first visited the accident site (Baghjan well#5) and also took a closer look at the nearby areas of the well which included few nearby houses, paddy fields, open space, etc. During the visit in the said Sites, it was observed by the Committee members that Oil India Limited in collaboration with the PCB, Assam had carried out a plantation drive in the area following Miyawaki method of planation to create an Environmental Protection Forest (EPF) with about 35,000 saplings of native species of trees, which were planted on 30.08.2022 at the blowout Site of Baghjan Well #5 covering entire plinth area of about 1.4 hectare. The Committee observed that an MoU was earlier signed between Oil India Limited and PCBA regarding eco-restoration of the plinth area of Baghjan Well #5 following Akira Miyawaki method of dense plantation (**Annexure-III : MoU**).

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Upon a physical observation by the Committee members, it was observed that the plantation drive adopted seemed to be quite appropriate and suitable for the Site area.





COMMITTEE VISIT TO MAGURI MOTAPUNG WETLAND (MMW):

On May 18, 2023, the Committee members also visited the Maguri Motapung Wetland (MMW). The wetland is known to be for its natural habitat for a variety of flora and fauna and is an important source of livelihood for the local community, especially in terms of fishing.



The Committee members carried out interactions with local fishermen and other local people available during the time of visit. The boat operators as well the local fishermen informed the Committee that all types of fishes were found available in the wetland and aquatic lives were showing the trend of normal growth. They expressed to the Committee members that immediately after the blow out incident they were apprehensive about the existence of local fish species and were also worried about facing danger of extinction of fishes along with other flora and fauna. However, the locals shared that contrary to their serious apprehensions, they have found that all types of local species of aquatic lives have shown their existence in the wetland. Fishermen are at present doing normal business in the local market to meet their normal livelihood, as reported by the local fishermen.

Further, during the boat ride in the MMW, the Committee Members found traces of some oily substance in the flowing water from the point of bridge pier towards the upstream. On the suggestion of the Committee, Oil India Limited collected samples of water with the observed floating oil and the said sample was analysed for any mineral oil content. It has been confirmed by OIL that there was no mineral oil present in the collected water sample from the wetland. The Committee members were also of the opinion that such a floating oil like substance is commonly visible in a wetland covered by floras like water hyacinth. Further, no leakage of any oil sources were found near the vicinity of the wetland.



Details of Sample Report (by OIL):



CHEMICAL LABORATORY
 (An ISO 9001 : 2015 Certified Laboratory)
 CHEMICAL DEPARTMENT, DULAJAN 786 602, ASSAM, INDIA
 (Phone : 91-374-2800439, Fax : 91-374-2801680/2800633.
 Email : chemical@oilindia.in)

For internal use only

Ref. no.: Chem/Ana/MTW/815/DJN/23

Date : 18.05.2023

Asset Manager - Eastern Asset.

Attn.: IM - Baghjan EPS

Sub : MONITORING WATER SAMPLE ANALYSIS REPORT

Ref. No.: EA/BGN EPS/MW/05-23

Dated: 18.05.2023

Reference above, please find below the test results of the Monitoring water samples forwarded to us from your end for laboratory testing:

Characteristics	Unit	Acceptable limit as per Bureau of Indian Standards for drinking water (IS-10500:2012) Second revision	Baghjan EPS		Test Method/ Instrument used
			Maguri bill water sample no. 1	Maguri bill water sample no. 2	
Appearance	-	Clear	Turbid	Turbid	Visual
pH	-	6.5 to 8.5	7.9	7.9	Metrohm pH meter
Chloride (as Cl)	mg/l	250.0 (max.)	10	10	Titration with Silver nitrate
Total dissolved solids	mg/l	500 (max.)	65	64	Hach water checker
Alkalinity (as CaCO ₃)	mg/l	200 (max.)	75	70	Titration with HCl
Mineral Oil	mg/l	0.5(max.)	Nil	Nil	Horiba oil content analyser

Sample details :

The monitoring water samples were collected from the above mentioned locations near Baghjan EPS by Eastern Asset on 18.05.2023 and received at Analytical & Environmental lab on 18.05.2023.

Tested by : SB/BD


 Dipjyoti Hazarika
 Dy. Chief Chemist (Lab)
 For GM-Chemical (Lab and P&A)

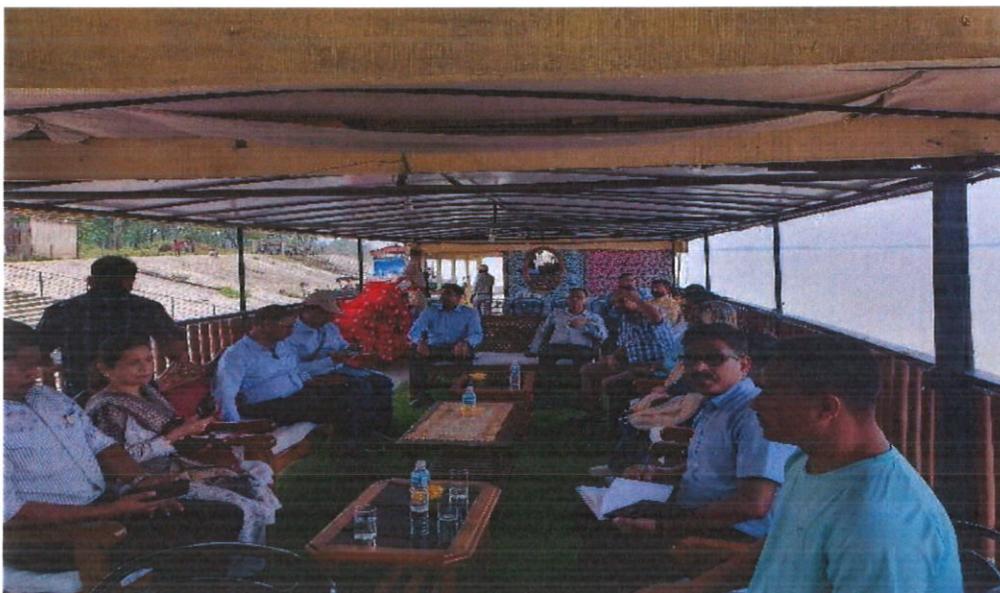
Copy: Analytical & Environmental sec. file
 ChemLab/Ana/Report/Water/02A

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COMMITTEE VISIT TO DIBRU SAIKHOWA BIO RESERVE (DSBR):

On May 18, 2023, the Committee members also visited the Dibru Saikhowa Bio Reserve (DSBR).

The Committee members visited around the DSBR starting from Saikhowa Ghat and took a motorboat journey alongside the bank of the Bio-sphere reserve. The DSBR covers an area of about 765 sq. km. as per the Wildlife Institute of India, an autonomous body under the MoEF&CC.



COMMENTS BY THE COMMITTEE QUA VISITS TO THE SITE AREA, MMW AND DSBR:

During the visit, the Committee unanimously decided that samples of soil, water and air need to be analysed to find out the present status of the prevailing environmental quality in the area. In view of the same, the Committee is of the opinion that Institutes of repute of upper Assam like Dibrugarh University or Kanoi College may be selected for study of the present environmental quality of the areas.

The Additional Chief Secretary to the Government of Assam, Environment and Forest Department directed the D.F.O. Wildlife, Tinsukia to take necessary steps in the spirit of the Hon'ble NGT's order dated March 10, 2023 and take necessary steps on the ground so that the ecology of the area does not get damaged due to immense human intervention. In view of the MMW being covered with water hyacinth for a significant percentage of surface area of the

wetland, an appropriate project may be taken up to generate livelihood from water hyacinth for the local habitants. Undoubtedly, implementation of a livelihood generation project would certainly help to reduce human consumption of forest resources and shall help in conservation of the same in the coming years.

The Deputy Director, IRO, MoEF&CC, Guwahati Regional Office also echoed the same thought and endorsed the view of the Chairman of the Committee by adding that by creating and providing an alternative source of livelihood, the local population will certainly reduce their dependency on the forest resources.

Needless to say, it was agreed by all the Committee members that even the local population needs to be sensitized to protect the forest and environment.

2ND MEETING OF THE COMMITTEE: MEETING WITH STAKEHOLDERS

On May 18, 2023, the Committee members also convened a meeting at the conference hall of the Deputy Commissioner, Tinsukia under the chairmanship of Shri Ravi Shankar Prasad, IAS, Additional Chief Secretary to the Government of Assam, Environment and Forest Department and Chairman of the Committee.

Brief Minutes of the Meeting

- The meeting commenced with an opening address by the Member Secretary of the PCB, Assam, who explained the objective of the Committee in light of the Hon'ble NGT's direction vide order dated March 10, 2023, in the O.A No 43/2020(EZ) in the matter of Bonani Kakkar versus Oil India Limited and Others.
- Oil India Limited presented as power point presentation on the action taken by it in compliance of the Hon'ble NGT directions and action plan for the restoration of the affected areas including the restoration of the MMW and DSBR.
- A short video was also presented to show that restoration work that has been carried out by OIL. As per OIL, the presence of diverse avian lives including flora and fauna are the testimony of the fact that restoration has indeed taken place at a good speed.
- Few affected villagers raised their concern of not receiving compensation / appropriate compensation. In response to the concern, the ADC (Development) of Tinsukia District clarified the mandate of the Committee in view of the Hon'ble NGT order dated March 10, 2023, which is restricted to the restoration plan of the affected areas including the blowout Site.

- In response to the clarification, a representative of the Baghjan Milanjyoti Yuva Sangha, an environmental action group, expressed their reservation about the claim of restoration of MMW and DSBR. Additionally, the NGO also raised concerns about the soil of the area that has allegedly lost its fertility owing to which cultivation has been affected.
- The Chairman of the Committee emphasized that the Committee was willing to consider the grievances of Baghjan Milanjyoti Yuva Sangha too, apart from implementing the restoration plan. The Chairman assured that the Committee would explore all kinds of scientific methods in assessing the present status of the environment of the concerned areas as well as the effect of the incident on the local population of the area.

Subsequent to the above visits and meeting of the Committee members on 18.05.2023, representations from Baghjan Gaon Milanjyoti Yuva Sangha and from one Niranta Gohain were received by the Deputy Commissioner, Tinsukia. One Mr. Monoj Hazarika, representing Baghjan village along with Sri Niranta Gohain, representative have already filed a Civil Appeal before the Hon'ble Supreme Court bearing Diary no. 15374/2023 challenging the order dated March 10, 2023 of the Hon'ble NGT in the O.A. No. 43 of 2023 (EZ) *inter alia* alleging that the Hon'ble NGT has failed to act upon the directions issued by the Hon'ble Supreme Court of India in Civil Appeal No. 2201/2021 vide order dated January 23, 2023.



RESTORATION ACTIVITIES UNDERTAKEN BY OIL:

At this stage, it is essential to consider the Final Report dated December 31, 2021, prepared by the Expert Committee headed by Justice (Retd.) B. P. Katakey and submitted to the Hon'ble Supreme Court of India in Civil Appeal No. 2201/2021. The said Final Report included an overview of the findings from various studies and committees on the incident along with aspects on the requirement of restoring the blowout site and its surroundings along with the DSBR and MMW. Admittedly, the Expert Committee emphasised on implementation of an ecosystem restoration and management plan with respect to the following:

- a) Ecological restoration of accident site.
- b) Ecological restoration of DSBR (DSNP and MMW) to enable recovery of biota and ecosystem processes, including:
 - i. Designing management plans DSBR (DSNP and MMW) and SoP.
 - ii. Implementing Management Plans at least for a period of 10 years so that restoration persists.
 - iii. Putting in place effective ecosystem inventory, assessment, and monitoring system to assess the efficacy and efficiency of restoration and management arrangements.
- c) Addressing livelihoods and socio-economic aspects related with ecosystem restoration and management.
- d) Oil India Limited claims to have carried out restoration measures of the following nature:
 1. Picking up of spilled oil condensate manually and by turbo pump;
 2. Bio-remediation work carried out by TERI which included Phase 1 of In-Situ Bio-remediation of oily sludge for area around the Baghjan Well No. 5 and Phase 2 of In-Situ Bio-remediation of oily sludge and water at the Baghjan Well No. 5 plinth;
 3. Handling and processing of oily sludge; and
 4. Afforestation.

For restoration and the bio-remediation measures, Oil India Limited had incurred the following expenditures:

SL. NO.	PARTICULARS	EXPENDITURE INCURRED
1.	Bioremediation of Oily Sludge, Soil, Water, during blowout by TERI	Rs. 2,22,41,820/- (Rupees Two Crores Twenty Two Lakhs and Forty-One Thousand Eight Hundred and Twenty Only)
	For hiring various services for management to Blowout Control Operations by M/s Deep Constructions	INR 50, 14,750/- (Rupees Fifty Lakhs Fourteen Thousand Seven Hundred and Fifty Only)
	Hiring services of Handling and processing of Oily Sludge by M/s Balmer Lawrie & Co. Ltd	INR 24,81,62,260/- (Rupees Twenty-Four Crores Eighty-One Lakhs Sixty-Two Thousand Two Hundred and Sixty Only)
2.	Skimming of oil, pickup, cleaning, carriage, transportation, etc.	INR 64, 52, 000/- (Rupees Sixty-Four Lakhs Fifty- Two Thousand Only)
	TOTAL	Rs.28,18,70,830/- (Rupees Twenty- Eight Crores Eighteen Lakhs Seventy Thousand and Eight Hundred and Thirty Only)

e) Expenditure incurred by the Oil India Limited after 08.12.2021 on bio- remediation work:

SL. NO.	STEPS UNDERTAKEN BY OIL	COST INCURRED
1	Third-party bioremediation contractor, TERI carried out the assessment of environmental quality of soil and vegetation in the vicinity of Well Baghjan#5, Assam which has now been successfully completed.	INR 33,81,880/- (Rupees Thirty-Three Lakhs Eighty-One Thousand Eight Hundred and Eighty only)
2	Third-party bioremediation contractor, TERI carried out the bio-remediation services of contaminated soil & water bodies due to oil spillage resulting from blow out of well number BGN#5 of the plinth which has now been successfully completed.	INR 15,82,142.12/- (Rupees Fifteen Lakhs Eighty-Two Thousand One Hundred and Forty-Two and Twelve Paise only)
	TOTAL	INR 49,64,022.12/- (Rupees Forty-Nine Lakhs Sixty-Four Thousand Twenty-Two and Twelve Paise only).

f) Restoration cost of plinth area Baghjan well #5 as indicated by Oil India Limited:

S.NO.	PARTICULARS	EXPENDITURE
	Planting of trees through "Modified Akira Miyawaki" method for carbon sequestration and biological reclamation / restoration of degraded land in Baghjan Well #5 plinth area in Tinsukia District by the Pollution Control Board, Assam	Rs. 31,61, 500/- (Rupees Thirty One Lakhs Sixty One Thousand and five Hundred Only)

It has been observed that the restoration activities as has been carried out by OIL included plantation of about 35,000 saplings of local species. Growth of saplings has been witnessed by the Committee members during the visit.

The Committee observed that Oil India Limited had initiated work towards realizing various recommendations of the Expert Committee in the Final Report dated December 31, 2021 which included steps taken towards achieving ecological restoration of blowout Site, DSBR and MMW along with addressing various socio-economic aspects in the neighbouring areas.

Vide order dated March 10, 2023, the Hon'ble NGT had directed OIL to set aside a sum of Rs. 200 crores to be spent as per the recommendation of the nine (9) member Committee. Accordingly, a communication dated April 13, 2023, bearing No. PCBA/LGL-158/2023/NGT-Compliance/25/120 was issued by Member Secretary, PCB, Assam to OIL seeking confirmation of keeping aside an amount of Rs. 200 crores. A response dated April 24, 2023, was received by the Member Secretary, PCB, Assam from OIL confirming that the necessary amount had been arranged and would be facilitated as and when required for the restoration work, based on recommendations of the Committee and the same would be disbursed on call. However, it is noted by the Committee that OIL has not kept Rs. 200 Crores in a 'separate account' as directed by the Hon'ble NGT.

3RD MEETING OF THE COMMITTEE

The 3rd meeting of Committee was held on the 03.07.2023 at the conference hall of the Additional Chief Secretary to the Government of Assam in the hybrid mode. The meeting was chaired by the Chairman of the Committee. Various resolutions were taken in the meeting with

specific responsibilities of the concerned departments. Copy of the Minutes of the meeting is attached (**Annexure-IV-MoM2**).

As per resolution taken on 03.07.2023, the Deputy Commissioner, Tinsukia district constituted a Committee for drafting the management plan for the MMW vide order No. TPL(Forest)-18/2022/151 dtd. 04.07.2023 (**Annexure-V : MMW Management Plan**). In an another order, vide No. TPL(Forest)-18/2022/152 dtd. 04.07.2023, the District Commissioner, Tinsukia constituted a Committee for drafting a plan for restoration of additional area in vicinity of Oil Well No. 5, Baghjan (**Annexure-VI : Baghjan Additional Restoration**).

RECOMMENDATIONS & WAY FORWARD:

In view of the aforementioned facts and circumstances, the Committee suggests the following interim recommendations:

- Finalization of action plan for development of MMW and DSBR and restoration of accident site.
- A concrete project plan with implementation steps to generate alternative livelihood for the local habitants be submitted by DFO, Wildlife, Tinsukia within forty-five (45) days of submission of this Report.
- Regular monthly monitoring of water (drinking and bathing), soil and air be carried out by PCB, Assam and reports thereto be submitted to the Committee for monitoring purposes.
- Preparation of a final Action Plan for the restoration of the accident site, Dibru Saikhowa Bio Reserve (DSBR) and Maguri Motapung Wetland (MMW) and to oversee its execution, as per order of Hon'ble Court and resolutions taken by the Committee in its 3rd meeting.

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Abbreviations:

Committee:	Nine-Member Committee
CPCB:	Central Pollution Control Board
D.F.O.:	District Forest Officer
DSBR:	Dibru Saikhowa Bio Reserve
EZ:	East Zone
NGT:	National Green Tribunal
Report:	First Progress Report
MMW:	Maguri Motapung Wetland
MoEF&CC:	Ministry of Environment, Forest and Climate Change, Government of India
OIL/ PP:	Oil India Limited / Project Proponent
PCB:	Pollution Control Board
Site:	Baghjan Well # 5

Report prepared & submitted by:

Additional Chief Secretary to the Government of Assam, Environment and Forest Department	Chairman
Deputy Director General, Forest Integrated Regional Office, MoEF & CC, Guwahati	Member
Regional Director, Central Pollution Control Board	Member
Additional PCCF and Member Secretary, Assam State Wetland Authority, O/o the PCCF & HoFF, Assam	Member
Chief Wildlife Warden, Assam, O/o PCCF & HoFF, Assam	Member
District Magistrate, Tinsukia, Assam	Member
District Magistrate, Dibrugarh, Assam	Member
Director, Indian Institute of Technology, Guwahati, Assam	Member
Member Secretary, Pollution Control Board, Assam	Member

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16/08/2020

75-5/2023

**GOVERNMENT OF ASSAM
ENVIRONMENT AND FOREST DEPARTMENT
DISPUR, GUWAHATI-6**

**ORDERS BY THE GOVERNOR
NOTIFICATION**

Dated Dispur, the 1st April, 2023

ECF No.213439/949 : In pursuance to the direction of Hon'ble NGT vide order dtd. 10.03.2023 in OA No. 43/2020(EZ), Bonani Kakkar-Vs-Oil India Ltd., the Governor of Assam is pleased to constitute a 9 (nine) Member Committee to prepare a final action plan for the restoration of the Accident Site, Dibru Saikhowa Biodiversity Reserve (DSBR) and Maguri Motapung Wetland (MMW) and to oversee its execution with the following members :

- | | | |
|--|---|-----------------|
| 1. Addl. Chief Secretary to the Govt. of Assam,
Environment and Forest Department. | - | Chairman |
| 2. Deputy Director General, Forest
Integrated Regional Office,
MoEF & CC, Guwahati | - | Member |
| 3. Regional Director,
Central Pollution Control Board | - | Member |
| 4. Member Secretary, Wetland Authority,
Assam. | - | Member |
| 5. Chief Wildlife Warden, Assam,
O/o PCCF & HoFF, Assam | - | Member |
| 6. District Magistrate,
Tinsukia, Assam | - | Member |
| 7. District Magistrate,
Dibrugarh, Assam | - | Member |
| 8. Director, Indian Institute of Technology,
Guwahati, Assam | - | Member |
| 9. Member Secretary,
Pollution Control Board, Assam | - | Member Convener |

The terms of reference of the Committee are mentioned below:

- i. The Committee will take stock of the situation by visiting the sites, interacting with the stakeholders and considering report of the Committee dtd. 31.12.2021, findings/observation of earlier committees on the subject to extant found relevant for the purpose. The goal should be to complete restoration measures within one year.
- ii. The Committee will review progress of the restoration works preferably on monthly intervals, unless shorter intervals become necessary.

- iii. The project proponent i.e. Oil India Ltd. will give the status of the project so far in the first meeting of the Committee to enable the committee to initially identify the scope of pending work.
- iv. The Committee will meet within one month from the date of the aforesaid order of Hon'ble NGT i.e. 10.03.2023 and as required thereafter.
- v. The Member Secretary, Pollution Control Board, Assam will be the Nodal Agency for coordination and compliance.
- vi. The Committee shall furnish first report with regard to progress of the project as on 31.07.2023 by 15.08.2023 with the Registrar General, NGT by email at judicial-ngt@gov.in preferable in the form of searchable PDF/OCR support PDF and not in the form of image PDF.

Sd/- R.S. Prasad, IAS

Addl. Chief Secretary to the Govt. of Assam,
Environment and Forest Department.

Memo eCF No.213439/949-A

Dated Dispur, the 1st April, 2023

Copy to:-

1. The Principal Chief Conservator of Forest & HoFF, Assam, Panjabari, Guwahati.
2. The Deputy Director General, Forest, IRO, MoEF & CC, Guwahati.
3. The Regional Director, Central Pollution Control Board, Shillong, Meghalaya.
4. The Member Secretary, Wetland Authority, Assam.
5. The Chairman, Pollution Control Board, Bamunimaidan, Guwahati.
6. The Member Secretary, Pollution Control Board, Bamunimaidan, Guwahati.
7. The Chief Wildlife Warden, Assam, O/o PCCF & HoFF, Assam, Panjabari, Guwahati.
8. The District Magistrate, Tinsukia District, Tinsukia, Assam.
9. The District Magistrate, Tinsukia District, Tinsukia, Assam.
10. The Director, IIT, Guwahati.
11. The Secretary (Coordination) to Chief Secretary, Assam.
12. The P.S. to the Additional Chief Secretary to the Government of Assam, E&F Department.

**Signed by Indreswar
Kalita**

Date: 01-04-2023 16:07:01

Secretary to the Govt. of Assam
Environment and Forest Department.

File no.: PCBA/LGL-158/2023/NGT-Compliance/27
155

dt. 12.04.2023

MINUTES OF THE MEETING

The 1st meeting of the nine (9) members committee constituted by the Hon'ble NGT (Principal Bench) vide its order dt: 10-03-2023 in the matter of in O.A no 43/2020 (Banani Kakkar VS Oil India Ltd & ORS) was held at the Conference hall of the Additional Chief Secretary to the Government of Assam, Environment and Forest Department on 10-04-2023 at 3.30 pm. The Meeting was organised in hybrid mode.

All the members of the nine members Committee were present in the meeting

1. Sri R.S. Prasad, IAS, Additional Chief Secretary to the Government of Assam, Environment and Forest Department
2. Ms. IMTIENLA AO, IFS .Deputy Director General, Forest, Integrated Regional Office, Guwahati - (Virtual mode).
3. Sri M. K. Choudhury, Director, Regional Director, CPCB, Shillong,
4. Sri Satyendra Singh, IFS, Addl. PCCF (Wetland).
5. Sri Khanindra Nath Das, Senior Wildlife Warden on behalf of CWLW, Assam
6. Deputy Commissioner, Tinsukia District- (Virtual mode)
7. Sri Jay Sarma, ADC, Dibrugarh – (Virtual mode)
8. Dr. Parameswar Iyer, Director, IIT Guwahati – (Virtual mode)
9. Dr. Shantanu Kumar Dutta, Member Secretary, Pollution Control Board, Assam.

The meeting was chaired by Sri R.S. Prasad, IAS, Additional Chief Secretary to the Government of Assam. He welcomed all the members and stated the importance of the meeting. Member Secretary, Pollution Control Board, Assam made a detail power point presentation on the order of the Hon'ble NGT (Principal Bench) dated 10th March 2023 including the detail background of all the earlier orders of the Hon'ble Supreme Court and NGT in the Baghjan blowout incident and related matter. This was followed by an open discussion amongst the members present in the meeting and after threadbare discussion the following resolutions were adopted.

Resolution No: 1: Member Secretary, PCBA, who is also the Member Convenor of the committee, to issue a letter asking Oil India Limited to keep separately a fund of Rs 200 Cr, which is to be spent for the restoration works as mentioned in the order of the Hon'ble NGT dated 10-03-2023 .

The Committee resolved to prepare a detail action plan towards restoration of the ecological system that would be helpful for similar restoration work in case of disaster, if any and to set example of good work regarding restoration of affected areas by considering necessary action points. PCBA, while preparing the detail action plan, shall also prepare a matrix on the actionable points with specifically mentioning about action already taken and action to be taken.

Resolution 2: The Committee observed that data of recent assessment on the status of the ecological restoration, rehabilitation etc. would be required for proceeding further to meet with the scope of work of the Committee in the line of the Hon'ble NGT order. It was decided that the Member Convenor of the Committee would share the

15/4/23

available report regarding restoration work already carried out with all the members. It was also resolved to create a Whatsapp group amongst the nine (9) members of the Committee for convenience of prompt communication among themselves. The committee resolved that a drone videography of the area would be helpful to know the status of damage caused by the Baghjan incident and status of restoration measures.

Resolution No 3: The Committee resolved that Member Secretary, Pollution Control Board, Assam would identify the actionable points in co-ordination with all the stake holders. It was also decided that Member Secretary, PCBA would prepare a detail list of the actionable points after identifying the activities to be undertaken by the committee.

Resolution No. 4: The Committee noted that the concerned area for action to be divided into three categories, viz., 1. Baghjan G.P, 2. Maguri-Motapong Wetland and 3. Dibru-Shaikhowa National Park and the committee would address all the three areas. The committee decided that it would interact with NGOs working in the area after considering those as major stakeholders, along with other stakeholders. He also expressed that help from experts shall be required for him to carry forward the relevant activities of restoration etc. from his end. The Committee also resolved to address the following points :

- Taking stock of the present status of the area in terms of ecological restoration
- Assessment of gap.
- Futuristic action needed

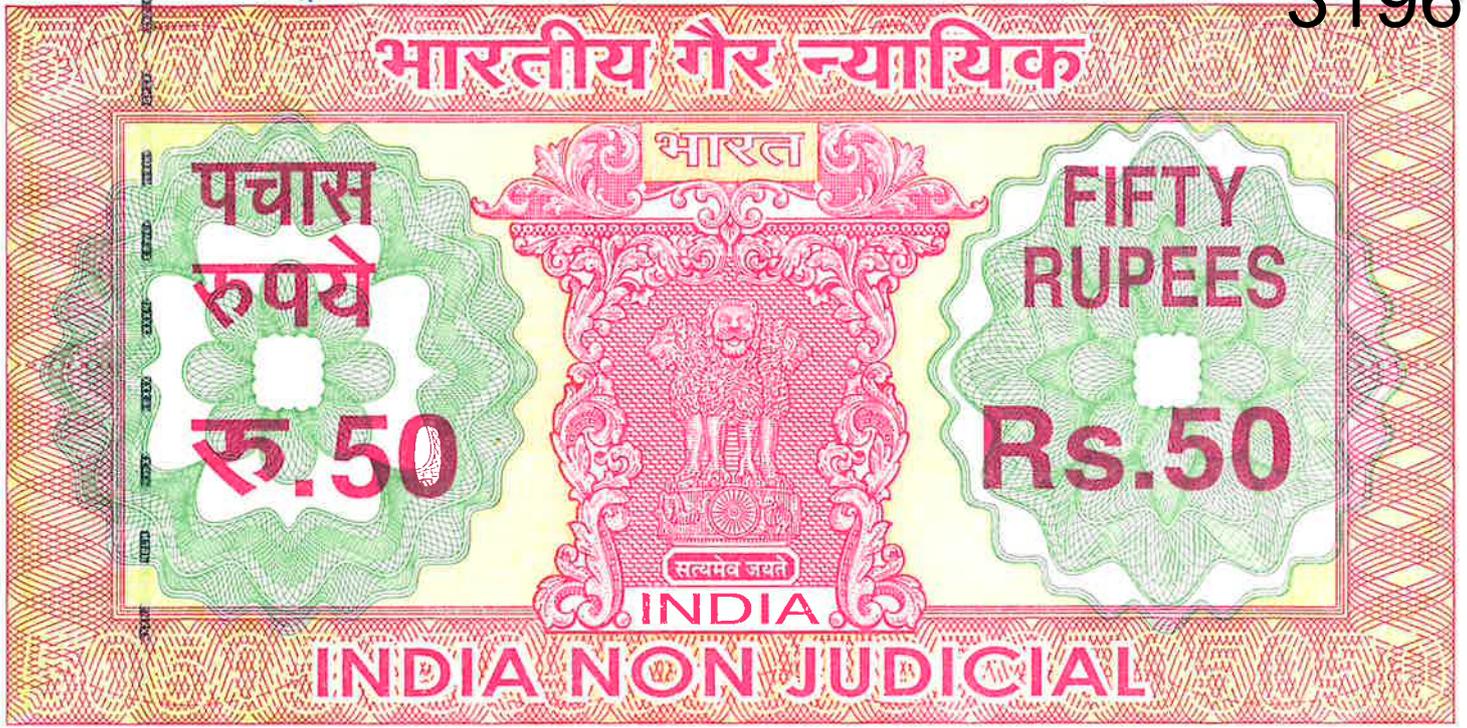
Resolution No. 5: The committee decided to consider the revise management Plan for Dibru-Shaikhowa National Park/ Biosphere Reserve and Management Plan for Maguri- Motapong Wetland. The committee emphasised the importance of the role of DFO for revision of the said management plans.

Resolution No. 7: The committee decided to meet once in a month and resolved to plan for site visit after evaluation of the existing reports on restoration measures already undertaken by different agencies.

The meeting was concluded with a direction from the Chair that the detail actionable points and report prepared by earlier committees shall be shared by the Member Secretary, PCBA with all the Members after which the committee will assemble to take further necessary actions in compliance with the Hon'ble NGT order dated 10.03.2023. The Chair offered gratitude to all the Members for attending the meeting at the short notice.



Member Secretary
Pollution Control Board
Assam, Guwahati-21



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MEMORANDUM OF UNDERSTANDING (MoU)**Between****Oil India Ltd., Duliajan, Assam****And****Pollution Control Board, Assam****1.0. GENERAL: -**

The **Memorandum of Understanding (MoU)** made and executed at the office of the **Pollution Control Board, Assam, Guwahati** on the **21st day of July, 2022**

BETWEEN

Oil India Ltd.", a Navratna Company, Government of India Enterprise under the aegis of **Ministry of Petroleum & Natural Gas**, registered under the Companies Act and having its Field Headquarter and Registered office at Duliajan, Assam (here-in-after called **OIL**), represented through **Chief General Manager (FHQ-A) OIL, Duliajan**, which expression shall unless repugnant to the context or meaning thereof shall mean & include its Head Administrator, Executor Successors & permitted assigns of the **ONE PART**;

AND

*Pooja Sarma**Sh. K. S.*

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Pollution Control Board, Assam, represented by Member Secretary, PCBA (hereinafter referred to as "PCBA") which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrator and assignees of the **OTHER PART**

This MoU being signed between OIL and PCBA for successful execution / completion of the following work with the financial assistance of Oil India Ltd, Duliajan to be executed by PCBA, Guwahati.

Name of Work: Carbon sequestration and biological reclamation/restoration of degraded land in Baghjan well No.5 plinth area in Tinsukia District, Assam by planting trees through "Modified AKIRA MIYAWAKI" method.

The Terms and Conditions as mutually agreed for execution of said works under PCBA, Govt. of Assam against OIL Deposit Fund are given in the succeeding paragraphs.

2.0 PREAMBLE: -

2.1. OIL India Ltd (OIL), a public sector undertaking, is a premiere National OIL Company, engaged in the business of Exploration, Production and Transportation of crude oil and natural gas and manufacturer of LPG with its field Head Quarter at Duliajan is desirous to take up biological reclamation of Baghjan well No.5 plinth area by planting trees through "Modified AKIRA MIYAWAKI" method for carbon sequestration and biological reclamation/restoration of drill sites. The reclamation/restoration of Baghjan Well No.05 plinth area is mandated from the Supreme Court constituted Committee under the Chairperson Hon'ble Justice BP Katakey, former Judge, Gauhati High Court during his site visit to Baghjan 5.

The main objective is to improve productive capability of degraded lands and enhancing for conservation values of landscapes through:

- (i) Rehabilitation of degraded land through ecological restoration intervention.
- (ii) Restoration/regeneration of degraded lands by creating Environmental Protection Forest (EPF).
- (iii) Securing people's participation in planning and restoration efforts in the surrounding villages.

Planting Procedure with Miyawaki Method:

The scope of Miyawaki model of dense plantation includes choosing the various dominant species from potential natural vegetation of the area and planting them mixed and densely with as many as companion species as possible to develop a multi-strata forest. The following steps are involved in the process of 'dense natural plantation'.

PCBA Govt of Assam

Oil India Ltd

SL No	Name of the activity	Works to be accomplished
Step 1	Site Preparation	It is required to create a soil bed before planting. Tilling of soil is done until sufficiently soft in a flat area and then hog-back ridge (a small mound) of soil is formed with slopes, wherever possible. Dressing the top soil with rich organic material and decomposer shall help in plant growth.
Step 2	Seedlings selection	Selection of seedlings of assorted types of high trees, sub-high trees and shrubs that is compatible with the potential natural vegetation . Planting saplings (02 to 03 years old) but not grown up trees is required.
Step 3	Planting techniques	3 to 4 seedlings are planted per square meter of land in a random manner; high density planting help seedlings compete with each other, which enhances growth of each of the plants.
Step 4	Mulching	To cover the planted area with rice straw, dried grass, etc. Mulching is beneficial for seedling protections against soil erosion, extreme temperatures, insects and weeds. Thick rice straw mulching is very useful.
Step 5	Maintenance	Initially weeding is required for 02 years after planting, after which no maintenance is needed.

2.2 It has been agreed by OIL that financial assistance will be provided for the above mentioned works as per Plan / Estimate & specifications proposed by PCBA under OIL Deposit Fund.

The detail scope of work of PCBA including the estimate furnished by the PCBA and approved by OIL are as below: -

Labels from

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SI No	Items of works	Rate(₹)	Amount(₹)	Remarks
A. Cost involved against various works				
i.	Soil bed final preparation		100,000.00	Entire soil bed is prepared by loosening the surface on the day of plantation.
	Addition of organic fertilizer		200,000.00	
ii.	Procurement of tools (spade, khurpi etc.)	100@200.00	20,000.00	
iii.	Procurement of saplings	25,000 saplings @25.00/sapling	6,25,000.00	Approx. 50 species of saplings of native species shall be procured by CPCB from identified nurseries.
iv.	Mulching material: Rice Straw/ husk		100,000.00	To be procured from local villages / residents.
v.	Manpower requirement for plantation including spreading of mulching materials	100@500.00/day	50,000.00	
vi.	Subsequent refilling of saplings (after 2-3 weeks of plantation) in the 1 st year	1000 nos.	25,000.00	
vii.	Vacancy filling in mortality areas in the 2 nd Year	1,000 saplings	25,000.00	Since the degraded soil has poor nutrient content, mortality may higher than other normal plantation.
viii.	Wages of labour (refilling & weeding) in the 2 nd Year	50 man days @ 500.00/day	25,000.00	As per state plantation norm
ix.	Sign boards		15,000.00	One permanent sign board
x.	(Transportation charges for 27,000 nos of saplings)	27,000 nos	90,000.00	Transportation of saplings from Udali village, Lanka, Nagaon. Minimum 3 trips of a Truck Lanka to Tinsukia shall be required.
	Total cost/hectare		12,75,000.00	
	Total Cost for Baghjan Well No. 5 (1.46 hectare) *** Pit to be filled		18,61,500.00	

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	up with native soil and Akira Miyawaki Plantation will be done there (One pit to be left unfilled as per the advice of MS, PCBA to meet with the water source for sapling growing.			
B.	Institutional payment to PCBA Salary of one (1) JRF for 2 years for execution and supervision of the project, travelling expenditures, meeting expenditures, planning and execution of the overall projects and other institutional expenditures. Maintenance Charge for 2 years after completion of plantation work		15,00,000.00	
	Total Project Cost (A+B)		33,61,500.00	

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2.2.1 Scope of Oil India Ltd.

1. Preparation of surface for plantation at Well No. 5, Baghjan.
 - a. Loosening of top surface by excavator.
 - b. Addition of top soil of 8 to 10 cm thickness over the loosened surface.
 - c. Arrangement of a power tiller for the day/previous day of plantation (1 day).
 - d. Arrangement of plantation festival for the plantation day (including a meeting with nearby village people, authorities of tea gardens, school children, etc.). A small tent may be provided for the purpose of the meeting as well as for providing shed to the saplings before plantations.
 - e. Arrangement of a public address system for the plantation festival.
 - f. OIL employees from different levels and different sections shall participate in the plantation festival.
 - g. Fencing of the plinth area to restrict entry of cows/goats.
2. A proper record of the project with video/still photography/satellite imagery of its prior, progressive stage and post project implementation shall be maintained by OIL.

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2.3 That, OIL has already conveyed its approval to bear the cost up to a maximum of **Rs.33,61,500.00** (Rupees **Thirty Three Lakh Sixty One Thousand and Five Hundred**) only vide letter no.S&E/E/121/928 dated 14.07.2022, received from CGM – HSE, Oil India Ltd, Duliajan. However, notwithstanding the aforesaid approved amount, OIL shall release the amount subject to conditions as stipulated in the **Clauses 4.0 & 5.0** herein below

2.4 As the OIL Management has approved the said proposal for an amount of **Rs. 33,61,500.00** (Rupees **Thirty Three Lakh Sixty One Thousand and Five Hundred**) only intimated vide letter no. S&E/E/121/928 Dated 14.07.2022 and sanctioned the

necessary Fund required for the work, this MoU is being signed between the OIL and PCBA for successful execution / completion of the project which has to be executed by PCBA, Guwahati.

2.5 **Specifications of work:** The specifications shall be as per detail estimate submitted by Member Secretary, PCBA, Guwahati with relevant methods.

3.0 Methodology for Entrustment of Works and Cost acceptance: -

PCBA will initiate the steps for execution of the work as per norms and specifications of PCBA and will complete the job within Sixty (60) days from the date of signing of the MoU. In no case, cost escalation whatsoever shall be entertained / allowed / paid.

4.0. Payment terms regarding release of Fund by OIL, Duliajan to PCBA: -

Funds towards the execution of the aforesaid work upto a maximum of **Rs. 33,61,500.00** (Rupees **Thirty Three Lakh Sixty One Thousand and Five Hundred**) only will be released to an bank account of PCBA, especially opened for the purpose for plantation in three (3) instalments as mentioned below:

1st installment: - 50% (Fifty) percent advance over sanctioned cost of plantation work defined in part A of the estimate Cl. 2.2 will be released within 15 (Fifteen) days of execution of the MoU on placement of demand for release of advance fund.

2nd installment: - Maximum upto 100% (Hundred) percent (i. e 1st instalment 50% + 2nd instalment 50%) of sanctioned cost of plantation work defined in part A of the estimate Cl. 2.2 will be released within 15 (fifteen) days of joint inspection on completion of the 100% of plantation work defined in part A of the estimate Cl. 2.2 & submission of utilization certificate of the 1st instalment and report of physical Joint verification by PCBA officials & representatives of OIL.

3rd installment: - Maximum upto 50% (fifty) percent of Maintenance Charge for 2 years after completion of 1st year of plantation work defined in part B of the estimate Cl. 2.2 & submission of utilization certificate of the 2nd instalment and report of physical Joint verification by PCBA officials & representatives of OIL.

4th installment: - Maximum upto 100% (hundred) percent (3rd instalment 50% and 4th instalment 50%) of Maintenance Charge for 2 years after completion of 2nd year of plantation work defined in part B of the estimate Cl. 2.2 & submission of utilization certificate of the 2nd instalment and report of physical Joint verification by PCBA officials & representatives of OIL.

The total released of fund up to 4th instalment shall be limited to 100% (Hundred) percent of sanctioned cost.

(a) For a particular installment to become eligible for release, all the items mentioned under that installment needs to be 100% complete and PCBA shall not forward any demand requesting for release of pro-rata payment, whatsoever, under any circumstance.

(b) The fund as and when released by OIL shall not be diverted by PCBA under any circumstances whatsoever and shall be exclusively used for construction of said work.

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(c) OIL will not bear any additional cost for any other job that may be required for successful completion of the project during execution.

(d) Cost to be incurred to complete the job by OIL, as reflected under the scope of OIL in Section 2.2.1 shall be made by OIL directly and not included in the project cost mentioned under the scope of PCBA.

5.0 PROJECT MONITORING: -

5.1 PCBA will execute, maintain and monitor the plantation work for a period of two (2) years.

5.2 PCBA shall exercise strict supervision, to maintain quality specifications of the plantation work, shall ensure no time and cost overrun and attain timely completion of the project. OIL shall not bear any cost overrun of the said road project, caused due to delay in execution of the project beyond the schedule time limit except otherwise provided in Clauses- 6(d) and 6(e).

5.3 For monitoring of works, PCBA will monitor the work regularly.

5.4 A joint verification team comprising of PCBA Officials, representative of OIL shall jointly inspect the work from time to time. The Member Secretary, PCBA will initiate action for joint inspection.

5.5 That, in the event the implementation of the Project is not as per the scope of work and targets, OIL shall reserve the right to withhold or reduce or stop the amount of installment amount applied for by the SECOND PARTY. Release of the installments shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by the SECOND PARTY to the satisfaction of OIL.

5.6 That, in case the cumulative disbursements made to the SECOND PARTY towards the Project are in excess of the expenditure actually incurred in terms of the Project Implementation Plan, OIL shall deduct the excess amount from the subsequent installments to be disbursed to the SECOND PARTY.

5.7 OIL shall not bear any additional amount over and above the sanctioned project cost as mentioned in the clause 4.0.

6.0 OTHER TERMS AND CONDITIONS:

6.1 PCBA shall carry out the plantation according to the plantation norms.

6.2 PCBA shall prepare the list of saplings to be planted considering the soil condition of the proposed plantation site.

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consent, with such additions and modified terms and conditions, as may be mutually agreed to between both the parties.

- 7.4 That, It is agreed that this MoU may be terminated due to breach of the terms of MoU by either of the two parties provided that due notice of breach is given by the aggrieved party to the other party and the other party fails to rectify the breach within sixty (60) days. Both parties will provide reasonable assistance in the transfer of responsibilities. Upon termination of the MoU, before the valid duration OR before the completion of the Project, the SECOND PARTY shall transfer the unutilized funds released to the FIRST PARTY.
- 7.5 That, the SECOND PARTY shall not be entitled to payment of any amount or by way of compensation for termination of the MoU for the causes mentioned under clause 5.2.
- 7.6 That, the SECOND PARTY shall submit full accounts of the Project in writing, taking into account all receipts and payments and commitments for the purpose of the Project and till the time of termination. OIL or its authorized representative may carry out an audit of the Project along with the expenditure of accounts.
- 7.7 That, the OIL shall reimburse funds to the SECOND PARTY to the meet approved or agreed expenses of the programme and commitments related to the said PROJECT up to date of termination (the relevant date).
- 7.8 That, In the event of excess disbursement to the SECOND PARTY, OIL shall have the right to demand and recover from the SECOND PARTY such excess disbursements and the SECOND PARTY would be liable to refund the excess disbursements within a period of 60 days of ascertainment of the final amount.

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8.0 MISCELLANEOUS:

- 8.1 That, Nothing contained in this MoU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the FIRST PARTY and the SECOND PARTY.
- 8.2 That, The SECOND PARTY shall be responsible for all acts and omissions of its staff and any person, association, institution engaged by the SECOND PARTY whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.
- 8.3 That, The SECOND PARTY shall be exclusively liable for payment of any and all applicable taxes now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied for the Project and for payment of all contributions and taxes in lieu of staff/ employee deployed by the SECOND PARTY and the execution agency/ contractor now and hereinafter imposed by any governmental authority and doth hereby indemnify and keep indemnified OIL from and against the same and all claims, actions, risks, losses, demands and payments whatsoever against OIL howsoever arising therefrom or in connection therewith.

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- 8.4 That, The SECOND PARTY shall comply with and ensure strict compliance by her/his/its agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify The FIRST PARTY from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings, claims and demands arising therefrom and/or relative thereto.
- 8.5 That, The SECOND PARTY shall be responsible for and shall ensure strict compliance by its employees, staff and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the SECOND PARTY and their respective employees and/or otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to employees. The SECOND PARTY shall be responsible for compliance of safety measures as applicable at their own cost.
- 8.6 That, The SECOND PARTY will be fully responsible for ensuring that the Project shall be implemented in accordance with the relevant norms.
- 8.7 That, FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence committed by the personnel engaged in the Project by the Second Party.
- 8.8 That, The SECOND PARTY shall keep in confidence proprietary information received from the FIRST PARTY along with the MoU and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, except their authorized agents or representatives unless such disclosure of use is specifically authorized in writing by the First Party. The SECOND PARTY shall not use proprietary information received from the FIRST PARTY for any purpose other than the objective and task agreed between the Parties.
- 8.9 That, Any change in official address / or e-mail address shall be intimated by both the Parties. The SECOND PARTY shall facilitate the visits of FIRST PARTY'S management or its representative/s to review implementation of the Project with prior information and keep the records in well maintained conditions.
- 8.10 That, In the event of any one or more of the provisions contained in this deed of MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this deed of MoU become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

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9.0 AMENDMENT:

- 9.1 That, this MoU may be amended by the mutual consent of both the Parties and the SECOND PARTY shall implement/ perform the same in the **field**. The MoU shall be amended by written mutual consent of the parties to the MoU. The amendment

shall be documented and allotted a distinctive number <Amendment> ; <Date> and shall become binding on both the Parties from the date of MoU to such amendment unless otherwise agreed to.

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10.0 GENERAL PROVISIONS:

- 10.1 **Notice:** That, Any notice required or permitted by this MoU shall be in writing and shall be properly **addressed** to each party at the addresses stated herein or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial courier, or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile/email. Notice will be deemed effective when actually received by the other party.
- 10.2 **Assignment.** That, THE SECOND PARTY shall not transfer, assign, subcontract or delegate in whole or in part any of its rights or obligations under this deed of MoU without the prior written consent of the FIRST PARTY.
- 10.3 **Sole MoU:** That, This MoU including recitals sets forth the entire MOU and MoU of the parties relating to the scope of work mentioned in this deed of MoU and supersedes all prior and contemporaneous MOUs, negotiations and MOUs between the parties, both oral and written. No party shall be bound by any oral MOU or representation irrespective of by whom or when made. No change or modification to this MOU will be binding unless it is in writing and signed by an authorized representative of both parties.
- 10.4 **Severability.** That, In the event that any provision of the MoU is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision while the remainder of this MoU shall continue in full force and effect.
- 10.5 **Waiver:** That, Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue to perform notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this MoU shall be effective unless in writing and signed by the party against whom it is sought to be enforced.
- 10.6 **Indemnity:** That, THE SECOND PARTY agree to indemnify and keep indemnified and hold harmless, the FIRST PARTY and its directors, trustee, employees and representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules,

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regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by the FIRST PARTY for any reason whatsoever in relation to the CSR Project and post commissioning of its operation and maintenance, including legal cases. THE SECOND PARTY shall also indemnify the FIRST PARTY and its employees from any eventualities including but not limited to compensation out of loss, damage or unforeseen circumstances, etc. THE SECOND PARTY shall indemnify and keep indemnified the FIRST PARTY from any liability, financial or otherwise, that may arise from a third party as a result of the services covered under the scope.

Staff for implementation of the Project and for all activities related to operation or for any other activity shall be employed / engaged by THE SECOND PARTY and THE SECOND PARTY shall be solely responsible for any matter concerning their employment/engagement. THE SECOND PARTY shall keep OIL indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to the Project.

10.7 **Evaluation:** That, OIL shall, at its sole discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the MoU. The SECOND PARTY shall, when required, give OIL or its representative reasonable cooperation and access to its records in connection with the MoU.

10.8 **Conflict of Interest:** That, Neither the SECOND PARTY, its personnel nor its agent shall engage in any personal business or professional activities, either during the course of or after the termination of this MoU, which conflict with or could potentially conflict with the object of the Project. Subject to above, the SECOND PARTY shall notify OIL immediately of any such conflict and suggest / take immediate remedial measures under information to OIL to ensure that the Project is completed as per the terms and conditions agreed upon.

10.9 **Confidentiality of Information and Secrecy:** That, The SECOND PARTY shall keep in confidence proprietary information received from the FIRST PARTY as well as information/records generated or collected during the course of implementation of the Project and after termination and shall not disclose it to any third party, unless such disclosure of use is specifically authorized in writing by the FIRST PARTY.

11.0 FORCE MAJEURE

That, Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period of 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.

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For the purposes of this MOU, a Force Majeure event shall mean an event that is unforeseen, unanticipated and not within the reasonable control of the Party, whose performance under this MOU is affected thereby and without prejudice to the generality of the foregoing, shall include the following events; i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv) Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); x) Quarantine xii) Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws). Xiii) Revocation of applicable government licenses acts or omissions of competent government authorities or its authorized security operatives (xiv) epidemic or pandemic.

Force Majeure

12.0 GOVERNING LAW

This MoU shall be governed and construed in accordance with the Laws of India including without limitation, the relevant Central and State Acts and the rules, regulations and notifications issued and amended there under from time to time.

13.0 SETTLEMENT OF DISPUTES

That, If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this MOU (and whether before or after the termination) Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below. However, existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this MOU

- 13.1 The dispute or the difference shall be referred to a mutually acceptable sole Arbitrator to be appointed by the FIRST PARTY.
- 13.2 The Arbitration and Conciliation Act 1996 and The Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof or the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- 13.3 The seat of the arbitration shall be at Dibrugarh.
- 13.4 The proceedings shall be conducted in English language.
- 13.5 The cost of proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- 13.6 The following shall not be referred to arbitration:

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"Disputes having financial claims less than Rs.5 lakhs. These disputes shall be mutually resolved by the Management of the parties to the MoU"

13.7 The outcome of the Arbitration shall be binding upon all parties involved.

14.0 The Courts of Dibrugarh, Assam shall have the sole and exclusive jurisdiction.

In witness thereof, the parties hereto have caused this Deed of MoU to be signed in their respective names:

For and behalf of OIL INDIA LTD	For and behalf of POLLUTION CONTROL BOARD, ASSAM
Name: Shri Pallab Barman Designation: Chief General Manager, FHQ Affairs	Name: Dr. Shantanu Kumar Dutta Designation: Member Secretary, Pollution Control Board, Assam
Signature: <i>Pallab Barman</i> Date: 21/07/2022 PALLAB BARMAN CGM (FHQ Affairs) OIL INDIA LIMITED DULIAJAN	Signature: <i>[Signature]</i> Date: 21.07.2022 Member Secretary Pollution Control Board Assam, Guwahati-21

In the presence of witnesses

[Signature]
 Name: SARABESWAR BASUMATARY
 Address: CG 14 (HSE)
 Oil India Ltd.
 Duliajan

In the presence of witnesses

[Signature]
 Name: (BIDHHAN KUMAR DAS)
 Chief Env. Engineer
 Address: PCB A

Minutes of the 3rd Meeting of Nine (9) Members Committee formed by Hon'ble NGT in OA No. 43/2020 (Banani Kakkar VS Oil India Ltd. & Ors.)

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The 3rd meeting of the nine (9) members Committee constituted by the Hon'ble NGT (PB) vide its order dtd. 10.03.2023 in OA No. 43/2020 (Banani Kakkar VS Oil India Ltd. & Ors.) was held at the Conference hall of the Additional Chief Secretary to the Govt. of Assam, Environment and Forest Department on 03.07.2023 at 11.00 am. The meeting was organized in hybrid mode. The meeting was chaired by Sri R.S. Prasad, IAS, Additional Chief Secretary to the Govt. of Assam.

The following members participated in the discussion:

1. Sri R.S. Prasad, IAS, Additional Chief Secretary to the Govt. of Assam, Environment and Forest Department (Chairman of the Committee).
2. Dr Satyendra Singh, Additional PCCF and Member Secretary, Assam State Wetland Authority, O/o the PCCF & HoFF, Assam.
3. Sri M.K. Choudhury, Regional Director, Regional Directorate, CPCB, Shillong (virtual mode).
4. Sri Biswajit Pegu, IAS, Deputy Commissioner, Dibrugarh (virtual mode).
5. Sri Swapneel Paul, Deputy Commissioner, Tinsukia (virtual mode).

Sri Khanindra Nath Das, DFO, Tinsukia Wildlife Division was also present in the meeting on request.

The Chairman of the committee welcomed all the members and highlighted the need of finalizing the action plan with necessary inputs from all the members for restoration of the affected areas of Baghjan blowout incident, Maguri Motapung Wetland (MMW) and Dibru Saikhowa Bio-Sphere Reserve (DSBR) and any other action as mandated by the Hon'ble NGT and to submit the first report to the Hon'ble NGT by August 15, 2023 as per the order of the Hon'ble NGT.

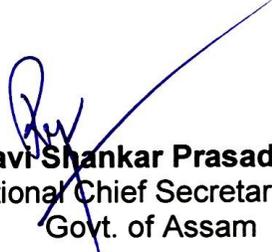
The Committee, after a detailed discussion with all the members present, took the following decisions regarding formulation of action plan for restoration of blowout affected areas, MMW and DSBR and other desired action as per the order of the Hon'ble NGT dtd. 10-03-2023.

Sl. No.	Participatory Departments	Action to be taken to comply with the Court order dtd. 10.03.2024 in OA No. 43/2020	Time Line Fixed
1	DC, Tinsukia	<ol style="list-style-type: none"> 1. Formation of a district level Committee for restoration under the Chairmanship of DC. 2. Demarcation of MMW with GIS tools 3. To formulate MMW management plan for restoration of aquatic Bio Diversity and Fishery Resources. 4. To take help of experts having knowledge of aquatic life or fisheries. 	30 days
		<ol style="list-style-type: none"> 1. Implementation of MMW management plan. 2. Removal of water hyacinth and de-siltation of MMW. 3. Eco Tourism development 4. Livelihood creation by use of water hyacinth and other wetland products. 	December, 2023
		Meeting with stake holders like NGOs, affected villagers and formulation of action plan for extensive plantation with native species in the open spaces near the vicinity of Baghjan well # 5 plinth area and other affected areas including the road sides.	30 days
		Carrying out plantation activities.	60 days
2	DFO, Tinsukia, Wildlife Division in consultation with DCs of Tinsukia and Dibrugarh	<ol style="list-style-type: none"> 1. Up-gradation and finalisation of DSBR management plan. 2. DFO, Dibrugarh shall assist DFO, Tinsukia Wildlife Division in the matter of up-gradation of DSBR management plan . 	60 days
3	Pollution Control Board, Assam	1. To open a separate Bank Account and ask Oil India Limited to transfer an amount of Rs.200 Crores to the account in compliance of the order of the Hon'ble NGT.	Immediate action
		2. To engage Institutes of repute like Dibrugarh University, DHSK College – Dibrugarh for caring out study on status of water, soil and air environment quality.	
		<ol style="list-style-type: none"> 3. <ol style="list-style-type: none"> I. Annual site visit for five years by Chairman PCBA along with designated personnel from CPCB, Senior Management of OIL, Deputy Commissioner, Tinsukia and the site remediation contractor. II. In each site visit, the site should be monitored /documented to evaluate the site's progress (photos, surveying, etc.). 	

		<p>III. PCBA shall carry out the monitoring on the following media as follows:</p> <table border="1"> <thead> <tr> <th>Media</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td>Soil</td> <td>Monthly during bioremediation period.</td> </tr> <tr> <td>Ground water</td> <td>Every six month</td> </tr> <tr> <td>Surface water</td> <td>Every six month</td> </tr> <tr> <td>Solid and liquid wastes</td> <td>As per PCBA requirement</td> </tr> <tr> <td>Water (storage, supply & usage)</td> <td>1 Test per source (Pre and post Bio - remediation)</td> </tr> <tr> <td>Air quality</td> <td>Every six month</td> </tr> </tbody> </table>	Media	Frequency	Soil	Monthly during bioremediation period.	Ground water	Every six month	Surface water	Every six month	Solid and liquid wastes	As per PCBA requirement	Water (storage, supply & usage)	1 Test per source (Pre and post Bio - remediation)	Air quality	Every six month	
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4	Govt. of Assam	To open an office of "Contaminated site remediation and technology innovation" in PCBA as per the recommendation of justice Katakey Committee.	Immediate action														

The meeting was concluded with a direction from the Chair that timelines should be strictly adhered to.

Date: 04-07-2023


(Ravi Shankar Prasad, IAS)
 Additional Chief Secretary to the
 Govt. of Assam

GOVERNMENT OF ASSAM
OFFICE OF THE DEPUTY COMMISSIONER :::: TINSUKIA DISTRICT
(FOREST BRANCH)

No. TPL(Forest)-18/2022/151

Dated Tinsukia the 04th July/2023**ORDER**

In partial modification of this office order No. TPL(Forest)-18/2022/149, Dated Tinsukia the 03rd July/2023 and in the interest of public service and in pursuance of the discussion taken during the meeting held on 03rd July/2023 of Nine members committee constituted as per order of Hon'ble NGT, a Committee is hereby constituted for Drafting the Management Plan for the Maguri Motapung Wetland (MMW) with the officials and members mentioned below with immediate effect:

Sl. No.	OFFICIALS	CHAIRMAN/MEMBER
1.	Deputy Commissioner, Tinsukia	Chairman
2.	Addl. Deputy Commissioner, Tinsukia, Forest Branch	Member
3.	Addl. Deputy Commissioner, Tinsukia, Fishery Branch	Member
4.	Divisional Forest Officer, Dibrugarh Forest Division (Territorial)	Member
5.	Divisional Forest Officer, Tinsukia Wildlife Division	Member Secretary
6.	Circle Officer, Tinsukia Revenue Circle	Member
7.	Circle Officer, Doomdooma Revenue Circle	Member
8.	District Fishery Development Officer, Tinsukia	Member
9.	Dr. Abdul Wakid (Scientist of CAMPA-Dolphin Project) Wildlife Institute of India, Dehradun	Member

Role & Responsibility of the Committee:

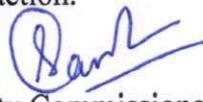
1. Study the ecology & bio diversity of the Maguri Motapung Wetland.
2. Demarcate the wetland boundary through GIS.
3. Plan for removal of water hyacinth etc.
4. Plan for eco tourism and a cultural diversity centre.
5. Fish & Fishery development plan in the wetland alongwith dolphin conservation.
6. Desiltation of the wetland, if possible.
7. Finalisation of the management plan for the Maguri Motapung Wetland.
8. Co-opting expert researchers for the purpose from reputed institutions.


Deputy Commissioner
Tinsukia

Memo No. TPL(Forest)-18/2022/151 (A)

Dated Tinsukia the 04th July/2023**Copy for kind information and necessary action to:**

1. The Principal Chief Conservator of Forest & HoFF, Assam, Aranya Bhawan, Panjabari, Guwahati, Assam, for kind information.
2. The Secretary to the Govt. of Assam, Environment & Forest Department, Dispur, Guwahati-6.
3. The Addl. Secretary to the Govt. of Assam, Environment & Forest Department, Dispur Guwahati-6, Assam.
4. The Member Secretary, Pollution Control Board Assam, Bamunimaidan, Guwahati, Assam.
5. The Member Secretary, Assam State Wetland Authority, Guwahati, Assam.
6. All Members of the Committee, for information and necessary action.


Deputy Commissioner
Tinsukia 

GOVERNMENT OF ASSAM
OFFICE OF THE DEPUTY COMMISSIONER :::: TINSUKIA DISTRICT
(FOREST BRANCH)

No. TPL(Forest)-18/2022/152

Dated Tinsukia the 04th July/2023**ORDER**

In partial modification of this office order No. TPL(Forest)-18/2022/150, Dated Tinsukia the 03rd July/2023 and in the interest of public service and in pursuance of the discussion taken during the meeting held on 03rd July/2023 of Nine members committee constituted as per order of Hon'ble NGT, a Committee is hereby constituted for drafting a plan for restoration of additional areas in the vicinity of Oil Well No. 5 of Baghjan, Tinsukia district with the officials and members mentioned below with immediate effect:

Sl. No.	OFFICIALS	CHAIRMAN/MEMBER
1.	Deputy Commissioner, Tinsukia	Chairman
2.	Addl. Deputy Commissioner, Tinsukia, PSU Branch	Member
3.	Addl. Deputy Commissioner, Tinsukia, Revenue Branch	Member
4.	Addl. Deputy Commissioner, Tinsukia, Agriculture Branch	Member
5.	District Agricultural Officer, Tinsukia	Member Secretary
6.	Concerned Agricultural Development Officer, Tinsukia	Member
7.	Circle Officer, Doomdooma Revenue Circle	Member
8.	Range Officer, Soil Conservation, Tinsukia Range	Member
9.	DPM, ASRLM, Tinsukia	Member
10.	Dr. Abdul Wakid (Scientist of CAMPA-Dolphin Project) Wildlife Institute of India, Dehradun	Member
11.	Sri Niranta Gohain, Natun Gaon, Guijan, Tinsukia	Member

Role & Responsibility of the Committee:

1. Plan for eco restoration and reclamation of areas in and around Oil Well No. 5 of Baghjan, Tinsukia district.
2. Demarcation of Waste Land/VGR/PGR for taking up afforestation activities.
3. Demarcation of land parcels for taking up agriculture and soil conservation activities in and around Oil Well No. 5 of Baghjan, Tinsukia district.
4. Stakeholder discussion.
5. Planning for activities for enhancement of livelihood generation.
6. Co-opting expert researchers for the purpose from reputed institutions.

sdh
Deputy Commissioner
Tinsukia

Dated Tinsukia the 04th July/2023**Memo No. TPL(Forest)-18/2022/152 (A)****Copy for kind information and necessary action to:**

1. The Principal Chief Conservator of Forest & HoFF, Assam, Aranya Bhawan, Panjabari, Guwahati, Assam, for kind information.
2. The Secretary to the Govt. of Assam, Environment & Forest Department, Dispur, Guwahati-6.
3. The Addl. Secretary to the Govt. of Assam, Environment & Forest Department, Dispur Guwahati-6, Assam.
4. The Member Secretary, Pollution Control Board Assam, Bamunimaidan, Guwahati, Assam.
5. The Member Secretary, Assam State Wetland Authority, Guwahati, Assam.
6. All Members of the Committee, for information and necessary action.

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Deputy Commissioner
Tinsukia *FAE*