

## KHARGONE SUPER THERMAL POWER PROJECT (2X660 MW) COMPLIANCE REPORT OF ENVIRONMENTAL CLEARANCE CONDITIONS

(Vide Letter No. J- 13012/54/2010-IA. II (T) Dated 31<sup>st</sup> March 2015)

	MOEF & CC Stipulations	NTPC Response
A	Specific Conditions:	Status as on 30.09.2019
i	Coal transportation shall be by Rail only. An additional EIA shall be carried out and an EMP shall be prepared for laying down the rail line and alternate mode of transportation, in case rail line gets delayed. The EIA/EMP shall be submitted to the Ministry within one year of issuing the EC.	Presently the rail network for Khargone project has been established and entire coal is being transported by railway route only.  Earlier, MoEF&CC vide letter dated 22.08.2019 accorded the EC amendment for transportation of 2,000 Tons/day of coal from NEPA Railway siding to Khargone plant premises for a temporary period of one year.
ii	The Sulphur and Ash content of coal shall not exceed 0.5% and 43% respectively. In case of variation of quality at any point of time, fresh reference shall be made to the Ministry for suitable amendments in the environmental clearance.	Shall be complied during operation phase of project
iii	Latest authenticated satellite imagery shall be submitted to the Regional Office of the Ministry on an annual basis to monitor the environmental alterations of the area.	Land use classification based on latest satellite imagery will be submitted to the Regional Office (Western Zone) of the MOEF&CC at Bhopal on an annual basis during operation phase of the project.
iv	Vision document specifying prospective plan for the site shall be formulated and submitted to the Regional Office of the Ministry within six months.	Vision document specifying prospective plan of the project was submitted to the Regional Office (Western Zone) of the MOEF&CC at Bhopal vide NTPC letter dated 07.09.2015.
v	Harnessing solar power within the premises of the plant particularly at available roof tops shall be carried out and status of implementation including actual generation of solar power shall be submitted along with half yearly monitoring report.	NTPC vide letter dated 07.09.2015 has submitted Scheme for harnessing solar power by installation of roof top solar plant within the premises of the proposed project. The scheme is being implemented during the operation phase of the project.  Contract for installation of Roof-top Solar power plant has been already awarded to M/s Waree by main EPC contractor M/s L&T in 2019. Submission & approval of document is in process. Supply expected in 10-12 weeks after approval of documents. Installation shall be done by readiness of buildings (Workshop, Stores & Canteen)
vi	One twin flue stack of 275 m height shall be provided with continuous on-line monitoring system of SO <sub>x</sub> , NO <sub>x</sub> and PM <sub>2.5</sub> & PM <sub>10</sub> . Exit velocity of flue gases shall not be less than 22 m/sec. In addition to the regular parameters, Mercury emission from stack	<ul style="list-style-type: none"> <li>• A twin-flue stack of 275-meter height has been provided.</li> <li>• Continuous online emission monitoring system (CEMS) facilities are provided for monitoring of SO<sub>2</sub>, NO<sub>x</sub> and Particulate matter (PM).</li> </ul>

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	shall also be monitored of six monthly basis.	<ul style="list-style-type: none"> <li>Exit velocity of flue gases shall be maintained less than 22 m/sec. Mercury emission from stack shall also be monitored regularly.</li> </ul>
vii	High Efficiency Electrostatic Precipitators (ESPs) shall be installed to ensure that particulate emission does not exceed 50 mg/Nm <sup>3</sup> . Adequate dust extraction system such as cyclones/bag filters and water spray system to control fugitive emissions in dusty areas such as in coal handling and ash handling points, transfer areas and other vulnerable dusty areas shall be provided.	<p>The High Efficiency Electrostatic Precipitators (ESP) is designed for a guaranteed efficiency of 99.97%. The particulate emission will be controlled and maintained below 30 mg/Nm<sup>3</sup> in compliance to latest MoEF&amp;CC emission norms for TPP dated 07.12.2015.</p> <p>Adequate dust extraction system and water spray system are being provided to control fugitive emissions at coal handling, coal stockyard and ash handling area, transfer points and other vulnerable dusty areas.</p>
viii	COC of at least 5.0 shall be adopted.	Closed cycle cooling water re-circulation system has been designed and implemented with minimum Cycle of Concentration (COC) of 5.0 for conservation/optimization of water requirement for the project.
ix	Monitoring of surface water quantity and quality shall be conducted regularly and records shall be maintained. The monitoring points shall be located between the plant and drainage in the direction of flow of ground water and records shall be maintained. The monitored data shall be submitted to the Ministry every six months.	Monitoring of Surface water quality as per stipulations is being carried out regularly through MPPCB Laboratory, Indore and reports are being submitted to Regional Office (Western Zone) of the MOEF&CC at Bhopal at every six months. Latest water quality reports are enclosed at <b>Annexure-I</b>
x	Monitoring for heavy metals in ground water in the vicinity of plant shall also be undertaken and monitoring report shall be submitted to the ministry every six months.	Regular monitoring of heavy metals in ground water in and around plant area will be carried out as per stipulation and report will be submitted to Regional Office (Western Zone) of the MOEF&CC at Bhopal every six monthly during the operation phase of the project.
xi	A well designed rain water harvesting system shall be put in place within six months, which shall comprise of rain water collection from the built up and open area in the plant premises and records shall be kept for the quantity of water harvested every year and its use.	<p>Detailed rainwater harvesting study has been already carried out at the project through RAJMI Geo-exploration &amp; Engineering Pvt. Ltd, Indore.</p> <p>A well-designed rainwater harvesting system shall be established as per recommendations of study report and relevant stipulations. Records shall be maintained for the quantity of water harvested every year and its use. Presently, Rain water harvesting scheme is under approval with CGWA, Bhopal.</p>

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xii	No water bodies including natural drainage system in the area shall be disturbed due to activities associated with the setting up/ operation of the power plant.	No water body including natural drainage system of the area has been disturbed due to activities associated with the setting up of the power plant and also during the operation phase of the project.
xiii	Hydro geology of the area shall be reviewed annually through an institute/ organization of repute to assess impact of surface water and ground water (especially around ash dyke). In case, any deterioration is observed specific mitigation measures shall be undertaken immediately. Reports/ data of water quality shall be submitted to the Regional Office of the Ministry every six months.	<ul style="list-style-type: none"> <li>The baseline Hydro-geological study at Khargone project has been carried out through National Institute of Hydrology (NIH), Roorkee.</li> <li>Further, during operation phase of the project, said study will be reviewed annually from an institute/ organization of repute to assess impact of surface water and ground regime (especially around ash dyke) and reports of water quality monitored will be submitted every six monthly to the Regional Office (Western Zone) of the MOEF&amp;CC at Bhopal.</li> <li>The Hydro Geological study report has already been submitted along with 8<sup>th</sup> HYC report dated 22.04.2019.</li> </ul>
xiv	Waste water generated from the plant shall be treated before discharge to comply with the standards prescribed by the SPCB/CPCB.	<p>An Effluent Management Scheme has been designed and is being implemented with the objective to treat the entire waste water as per the prescribed statutory standards of MPPCB/CPCB before its discharge.</p> <p>It is to be submitted that during normal course of project operation the feasibility of zero discharge shall be adopted based on maximum recycle/reuse of waste water for various plant usage thereby reducing and optimizing the quantities of water requirement and effluent generation to the extent feasible.</p>
xv	Additional soil for leveling of the proposed site, if require shall be taken from within the sites (to the extent possible) so that natural drainage system of the area is protected.	All additional soil leveling of the project site will be done from within the sites only with all necessary precautions to protect natural drainage system of the area.
xvi	Fly ash shall be collected in dry from and storage facility (silos) shall be provided. Un-utilized fly ash shall be disposed off in the ash pond in the form of slurry. Mercury and other heavy metals (As, Hg, Cr, Pb etc.) will be monitored in the effluents emanating from the ash pond and in the bottom ash also. No ash shall be disposed off in low lying	An ash management & disposal scheme will be implemented consisting of dry ash extraction system (DAES) for dry collection of fly ash with adequate storage facility (silos), supply of ash to entrepreneurs for utilization and promoting ash utilization to maximum extent and safe disposal of un-utilized ash in the ash pond in the form of slurry.

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	area.	<p>A long term agreement for fly ash utilization of about 3055 MT/day has been already done with cement industries. Copy of MOUs is enclosed at <b>Annexure-II</b></p> <p>Two different systems are being provided for ash disposal- Conventional wet slurry disposal system with ash water re-circulation for bottom ash and High Concentration Slurry Disposal (HCSD) system for fly ash.</p> <p>Periodic monitoring for mercury &amp; heavy metals in the bottom ash and water emanating from ash pond will be carried out during the operation phase of the project.</p>
xvii	Fugitive emission of fly ash (dry or wet) shall be controlled such that no agricultural or non-agricultural land is affected. Damage to any land shall be mitigated and suitable compensation shall be provided in consultation with the local Panchayat.	<p>Fugitive emission of fly ash &amp; dust will be controlled up to the maximum extent with the aid of suitable pollution control devices such as ESP, Dust Extraction, Dust Suppression systems and water spray arrangements etc.</p> <p>Further, extensive plantation will be undertaken in all available spaces including coal handling, ash pond area etc. selectively with Air Pollution Tolerant (APT) plant species.</p> <p>Ash will be disposed off in the designated area only. Moreover, trucks with closed containers will be used for transportation of fly ash in order to avoid any dust emission.</p>
xviii	Ash pond shall be lined with HDPE/LDPE lining or any other suitable impermeable media so that no leaching takes place at any point of time. Adequate safety measures shall also be implemented to protect the ash dyke from getting breached.	<p>To avoid any leaching and ground water contamination from ash slurry, bottom ash lagoons are being provided with impervious lining with suitable impermeable material i.e. Bentonite blended clay.</p> <p>Over flow lagoon of ash dyke is also designed with and lined with impervious thick liner of 300 MM at bottom.</p> <p>The structure of ash dykes has been designed, constructed and will be operated as per State of the Art engineering practices for the design and construction of earth dams with adequate factor of Safety. The ash dyke is being constructed considering the seismic parameters in its design.</p>
		Regular monitoring and inspection of ash dykes and an emergency response system will ensure that there are no risks of failure as apprehended.



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xix	A long term study of radioactivity and heavy metals contents of coal to be used shall be carried out through a reputed institute and results shall be analyzed every two years and shall be reported to the Ministry along with the monitoring reports. Thereafter, mechanism for an in- built continuous monitoring for radioactivity and heavy metals in coal and fly ash (including bottom ash) shall be put in place.	A detailed study on chemical composition of coal used particularly heavy metal and radioactivity contents will be carried out through a reputed institute during operation phase.
xx	Green Belt of least 50m width consisting of three tiers of plantations of native species around the plant shall be raised. Wherever 50m width is not feasible, an adequate justification shall be submitted to the Ministry and appropriate width not less than 20m shall be planted. Tree density shall not be less than 2500 per ha with survival rate not less than 80%.	<p>Around 124 acres of land has been envisaged for the green belt development.</p> <p>Green Belt around the Main Plant area except transmission corridor is being planted.</p> <p>Green Belt around the Township area also being planted.</p> <p>Extensive afforestation will be undertaken at all available spaces in and around project, after construction is complete.</p> <p>Avenue Plantation along the Road also being done.</p> <p>Shelter belt Plantations along the vicinity of ash storage/ disposal sites/ water reservoirs and along boundary walls is being taken up.</p> <p>About 31,200 saplings has been planted till date under green belt development in and around NTPC premises.</p> <p>Further, about 2,00,000 saplings have been planted outside the plant premises at various locations in Dist. Khandwa, Khargone at MP Rajya Van Vikas Nigam Limited's sites under the additional carbon sink plantation.</p> <p>Plantation of 50,000 saplings being planted under carbon sink scheme in FY 2019-20.</p> <p>Plantation of 5,000 saplings being planted at roadside of Katora-Selda road in FY 2019-20.</p> <p>Also, about 5,000 fruit plant saplings are being distributed to villagers.</p>
xxi	Green belt shall also be developed around the Ash Pond over and above the Green Belt around the plant boundary.	Will be complied during operation phase of the project.
xxii	CSR schemes identified based on need based assessment shall be implemented in consultation with the village Panchayat and the District Administration starting from the	Various CSR/CER/R&R initiatives and schemes are being implemented based on need based survey in consultation with the village Panchayat and the District Administration;



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	<p>development of project itself. As part of CSR, prior identification of local employable youth the eventual employment in the project after imparting relevant training shall be also undertaken. Company shall provide separate budget for community development activities and income generation programs.</p>	<p><b>Infrastructural development:</b> Construction of Internal roads, Culverts, Bus stand, Community centers, Solar street lights, Bridges and Drains are being provided in nearby villages.</p> <p><b>Drinking Water:</b> Renovation/Up-gradation &amp; Providing of water pipelines, Construction of water tank, Sump pit, Development of water source and Construction of Ghats are being provided in nearby villages.</p> <p><b>Education:</b> Construction of additional class rooms Boundary wall &amp; Renovation of school, Distribution of desk, bench, chair, table, school uniforms &amp; sports materials, fencing of ground, Rural sports camps, Distribution of scholarships etc. are being provided.</p> <p><b>Health:</b> Medical camps, Eye checkup &amp; Dental checkup and Hygiene medical camps are being organized, provided air conditioners to Govt. hospitals, Hiring/deployment of Mobile health clinic are being provided.</p> <p><b>Training:</b> Training to physically challenged person &amp; distribution of Aid Equipment's, distribution of tricycles. Training for General Electrician &amp; Domestic wiring, Car driving, Distribution of sewing machines, tool kits for electricians. Training for Computer education, Beautician, Dress making, Masala papad making, Manufacturing of cattle feed are being provided for women empowerment.</p> <p><b>Worship Site:</b> Repairing /Renovation of Mandir at Maheshwar</p> <p><b>Cultural activities/Music &amp; Festivals:</b> Financial aids provided to nearby villages for cultural events, Public address system, tents &amp; chairs are being provided for cultural &amp; spiritual events.</p> <p><b>Adm. Recommendation Works:</b> Construction of toilets, Distribution of computers, printers, Fin. aid for CCTV cameras, Construction of community centres, boundary wall, renovation of temples, Fin. aid for Collector-Nirashrit Nidhi Yojna, Construction of Goumukh Ghat, Safety Wall from Narmda River to back side of Temple, Solar light etc are being done.</p>
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		<p>Apart from the above various infrastructure development (i.e. community center, boundary wall, road, school bhawan, solar lights, construction of ghats, drainage, water pipelines, panchayat bhawan) and other community works are also being taken up in the villages affected by Railway siding.</p> <p>The total R&amp;R budget is Rs. 3199 + 720 = Rs. 3919 Lakhs, wherein the total R&amp;R expenditure incurred is Rs.1356.64 + 517.79= <b>Rs.1874.43 Lakhs</b> including the expenditure incurred for financial year 2019-20 i.e. Rs.594.27+ 303.29 = Rs. 897.56 Lakhs (till date).</p>
xxiii	For periodic monitoring of CSR activities, a CSR Committee or a Social Audit committee or a suitable credible external agency shall be appointed. CSR activities shall also be evaluated by an independent external agency. This evaluation shall be both concurrent (every six months) and final.	Periodic monitoring of CSR activities, Need Assessment Survey and Social Audit for community development program for Khargone STPP will be done through from the suitable credible external agency or reputed Government institute in the region.
xxiv	An Environmental Cell comprising of at least one expert in environmental science/ engineering, ecology, occupational health and social science shall be created preferably at the project site itself and shall be headed by an officer of appropriated seniority and qualification. It shall be ensured that the Head of the cell shall directly report to the Head of the Plant who would be accountable for implementation of environmental regulations and social impact improvement/mitigation measures.	<p>An Environment Management Group (EMG) with qualified team headed by AGM (Chem. &amp; EMG) is already functional at the Khargone project site.</p> <p>EMG is responsible for implementation and compliance of environmental stipulations. EMG is having sufficient qualified/trained manpower for environmental management to ensure implementation of environmental regulations and social impact improvement/ mitigation measures.</p>
<b>B</b>	<b>General Conditions:</b>	
i	Space for FGD shall be provided for future installation, if required.	<p>Adequate space has been provided in the layout for installation of FGD plant.</p> <p>Installation of FGD plant package is awarded to M/s L&amp;T in Sep'2018.</p> <p>Erection works are in full swing and shall be completed within 34 months.</p>
ii	The treated effluents conforming to the prescribed standards under Environment (Protection) Act 1986 only shall be re-circulated and reused within the plant. Arrangements shall be made that effluents	Effluent treatment system comprising of ETP, neutralization pit, oil and grease separator, lamella clarifier, cooling towers etc. are being provided. The effluents will be treated adequately conforming to the prescribed standards.



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	and storm water do not get mixed.	<p>Provision is being kept to re-circulate cooling water and ash pond effluent. The entire cooling tower blow down shall be reused in CHP, AHP, FGD and firefighting.</p> <p>An independent plant effluent drainage system is being constructed to ensure that plant effluents do not mix with storm water drainage.</p> <p>Further, Zero Liquid Discharge (ZLD) scheme is being implemented for recycle &amp; reuse of waste water generated, thereby reducing and optimizing the quantities of water requirement and effluent generation to the extent feasible.</p>
iii	A sewage treatment plant shall be provided (as applicable) and the treated sewage shall be used for raising greenbelt/plantation.	<p>Sewage treatment plant is being provided to treat All domestic sewage emanating from plant and township.</p> <p>The treated sewage, conforming to prescribed standards shall be utilized for plantation &amp; raising greenbelt to the extent possible.</p>
iv	Adequate safety measures shall be provided in the plant area to check / minimize spontaneous fires in coal yard, especially during summer season. Copy of these measures with full details along with location, plant layout etc. as and when finalized, shall be submitted to the ministry as well as to the regional office of the Ministry.	<p>Adequate no. of fire Spray &amp; Hydrant system covering the entire power station including all the auxiliaries and buildings in the plant area is being provided as per fire safety requirements. The system is adequately equipped with piping, hydrants, valves, instrumentation, hoses, nozzles, hose boxes/stations etc.</p> <p>Copy of safety measures details are submitted along with 8<sup>th</sup> HYC report dated 22.04.2019.</p>
v	Separate storage facilities for auxiliary liquid fuel such as LDO/HFO/LSHS shall be made in the plant area in consultation with Department of Explosives, Nagpur. Sulphur content in the liquid fuel will not exceed 0.5%. Provisions of the Manufacture, Storage and Import of Hazardous Chemical Rules and the Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996 shall be applicable as per the quantity stored. Disaster Management System shall be established as per the Disaster Management Plan to meet any eventuality in case of an accident taking place due to storage of oil.	<p>Storage facility is designed and provided for LDO as auxiliary liquid fuel, inside plant area conforming to the adequate safety standard and where risk is minimal. Necessary license has been obtained from Department of Explosives, Nagpur.</p> <p>Sulphur content in LDO is being ensured less than 0.5%.</p> <p>A detailed Disaster Management Plan &amp; Risk assessment including fire and explosion issues is being prepared and finalized in consultation with Department of Explosives, Nagpur. Regular mock drills being conducted as per plan in order to address any eventuality in case of an accident.</p>

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vi	First Aid and sanitation arrangements shall be made for the drivers and other contract workers during construction phase.	<p>All arrangements related to first aid, health &amp; safety and sanitation for workers during construction phase of the project have been kept under the scope of EPC contractor. However, NTPC will ensure effective compliance of the said stipulations.</p> <p>Various measures implemented during construction phase through contractor are:-</p> <ul style="list-style-type: none"> <li>• Adequate infrastructure facilities, such as sanitation, fuel, restroom, medical facilities, safety, and suitable water supply are being provided at various stages of project construction to the labor colonies housing the work force during construction phase of the project.</li> <li>• Safety equipment such as earplugs and earmuffs, helmets, face shields, safety goggles etc. are being provided to workers engaged in high risk areas.</li> <li>• A first aid center facility has been provided in township as well as plant area to provide immediate medical aid to the workers and their family members.</li> <li>• 24x7 hrs. ambulance service is available at site to transport injured workers to nearby hospitals.</li> </ul>
vii	Noise levels from turbines in work zone shall be limited to 85 dB (A) from source. For people working in the high noise area, requisite personal protective equipment like earplugs/ear muffs etc. shall be provided. Workers engaged in noisy areas such as turbine area, air compressors etc. shall be periodically examined to maintain audiometric record and for treatment for any hearing loss including shifting to non-noisy/less noisy areas.	<p>Design specification for the equipment's has been made to comply with the stipulation. Requisite personal protective equipment's (PPE's) has been provided through contractors during construction phase. Periodic examination of workers during operation phase shall be done as stipulated.</p> <p>Workers of generator hall and other high noise area are being provided with appropriate ear protection devices/PPEs.</p>
viii	Regular monitoring of ambient air ground level concentration of SO <sub>2</sub> , NO <sub>x</sub> , PM <sub>2.5</sub> & PM <sub>10</sub> and Hg shall be carried out in the impact zone of the project and record shall be maintained. In case these levels exceed the prescribed limits, necessary control measures shall be taken immediately. The location of the monitoring stations and frequency of monitoring shall be decided in consultation with SPCB. Monitoring reports	<p>Regular monitoring of ambient air quality is being done by MPPCB Lab, Indore. Ambient air monitoring reports are being submitted at every six months. Ambient air quality reports enclosed at <b>Annexure-I</b></p> <p>Further, two nos. of continuous AAQMS has been already installed and commissioned at main plant. Two more AAQMS stations (1 at township and another at Khargone city) are also being provided. The locations of monitoring stations</p>



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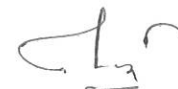
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	shall be submitted to the Regional Office of this Ministry every six months. The data shall also be uploaded on the website of the company.	have been finalized in consultation with MPPCB.
		The data shall be uploaded on website of the company during the operation phase of the project.
ix	Fly Ash generated shall be utilized 100% from the 4 <sup>th</sup> year of operation of the power plant. Status of fly ash utilization shall be reported each year to the Regional Office of the Ministry.	Ash Utilization Plan has been prepared and shall be implemented in compliance to fly ash gazette notification dated 03.11.2009 and its amendments thereafter. Status of fly ash utilization shall be reported each year to the Regional Office of the Ministry during the operation phase of the project.
x	Provision shall be made for the housing of construction labor (as applicable) within the site with all necessary infrastructures and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structure to be removed after the completion of the project.	Labor colony with necessary infrastructure facilities such as housing, sanitation, mobile toilet, fuel, medical facilities, safety, drinking water supply etc. has been provided for construction labor. The same has been kept have been kept under the scope of EPC contractor. However, NTPC will ensure effective compliance of the said stipulations.
xi	The project proponent shall advertise in at least two local newspapers widely circulated in the region around the project, one of which shall be in the vernacular language of the locality concerned within seven days from the date of receipt of this clearance letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the State Pollution Control Board/Committee and may also be see at Website of the Ministry of Environment and Forests at <a href="http://envfor.nic.in">http://envfor.nic.in</a> .	The information of Environmental Clearance was published in two newspapers widely circulated in the region; 1. Hindustan Times (English) on dated 04.04.2015. and 2. Nai-Dunia (Hindi) on dated 04.04.2015.
xii	A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zila parisad/ Municipal Corporation, urban local body and the Local NGO, if any, from whom suggestions/representations, if any, received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.	Copy of clearance letter were sent vide our letter dated 06.04.2015 to Sarpanch of village Panchayat of Selda & Dalchi village, CEO of Khargone Distt & CEO of Khargone Municipal Corporation. The Environmental Clearance is uploaded on the NTPC website.

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xiii	The proponent shall upload the status of compliance of the stipulated environmental clearance conditions, including results of monitored data on their website and shall update the same every six months. It shall simultaneously be sent to the Regional Office of MOEF, the respective Zonal Office of CPCB and the SPCB.	The latest status of Half Yearly Compliance (HYC) report of EC conditions is regularly being submitted to the Regional Office (Western Zone) of the MOEF&CC at Bhopal and being also uploaded on the NTPC website, which is periodically being replaced with updated HYC report.
v	The criteria pollutant levels namely; SPM, RSPM (PM <sub>2.5</sub> & PM <sub>10</sub> ), SO <sub>2</sub> , NO <sub>x</sub> (ambient levels as well as stack emissions) shall be displayed at a convenient location near the main gate of the company in the public domain.	<p>Online Continuous Emission Monitoring System (CEMS) for Stack emission of Unit#1, to monitor pollutant parameters namely; Particulate Matter (PM), NO<sub>x</sub>, &amp; SO<sub>2</sub> has been installed.</p> <p>For regular monitoring of ambient air quality, two nos. of CAAQMS has been installed at main plant. However, two more stations are being provided at township &amp; Khargone city.</p> <p>Data will be displayed at a convenient location near the main gate of the company in the public domain during operation phase of the project.</p>
xv	The environment statement for each financial year ending 31 <sup>st</sup> March in Form-V as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall be submitted by the project proponent to the concerned State Pollution Control Board. The same shall also be uploaded on the website of the company along with the status of compliance of environmental clearance conditions and shall also be sent to the respective Regional Offices of the Ministry by e-mail.	The Environment Statement for each financial year ending 31 <sup>st</sup> March in Form-V shall be submitted to MPPCB & Regional Office (Western Zone) of the MOEF&CC at Bhopal during the operation phase of the project.
xvi	The project proponent shall submit six monthly reports on the status of the implementations of the stipulated environmental safeguards to the Ministry of Environment and Forests, its Regional Office, Central Pollution Control Board and State Pollution Control Board. The project proponent shall upload the status of compliance of the environment of the environmental clearance conditions on their website and update the same every six months and simultaneously send the same by email to the Regional office, Ministry of Environment and Forests.	<p>Six monthly compliance status report of EC conditions is regularly being submitted to the Regional Office of MOEF&amp;CC, CPCB &amp; MPPCB and being uploaded on the NTPC website, which is periodically being replaced with updated report.</p> <p>The latest half yearly progress report for the period of April'2019 to September '2019 is being submitted herewith.</p>



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xvii	Regional office of the Ministry of Environment & Forests will monitor the implementation of the stipulated conditions. A complete set of documents including Environmental Impact Assessment Report and Environment Management plan along with the additional information submitted from time to time shall be forwarded to the Regional Office for their use during monitoring.	A complete set of documents including Environmental Impact Assessment (EIA) Report and Environment Management Plan (EMP) along with the additional information/clarifications was submitted to Regional Office (Western Zone) of the MOEF&CC at Bhopal on 05.10.2015
xviii	The details of the funds along with item-wise break-up of Rs.1421.2 crores allocated for implementation of environmental protection measures shall be submitted to the Ministry. This cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure shall be reported to the Ministry.	The requisite funds for environmental mitigation measures have been included in the project cost. Financial provision stipulated towards environmental mitigate measures shall not be diverted for other purposes.
xix	The project authorities shall inform the Regional Office as well as the Ministry regarding the date of financial closure and final approval of the project by the concerned authorities and the dates of start of land development work and commissioning of plant.	Shall be complied
		Site leveling/ Land development work started on July 17 <sup>th</sup> , 2015.
		Full load commissioning of Unit#1 (660 MW) achieved on 30.08.2019.
xx	Full cooperation shall be extended to the Scientists/officers from the Ministry / Regional Office of the Ministry/ CPCB /SPCB who would be monitoring the compliance of environmental status.	Full cooperation shall be extended to the Scientists/ Officers from the Ministry/ Regional Office of the Ministry at Bhopal/ CPCB/ SPCB during monitoring of the project.
5	The Ministry reserves the right to revoke the clearance if conditions stipulated are not implemented to the satisfaction. The Ministry may also impose additional environmental conditions or modify the existing ones, if necessary.	Noted.
6	The environmental clearance accorded shall be valid for a period of 5 years from the date of issue of this letter to start operation of the power plant.	Noted.

## KHARGONE SUPER THERMAL POWER PROJECT (2X660 MW) COMPLIANCE REPORT OF ENVIRONMENTAL CLEARANCE CONDITIONS

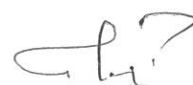
(Vide Letter No. J- 13012/54/2010-IA. II (T) Dated 31<sup>st</sup> March 2015)

7	Concealing factual data or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of Environment (Protection) Act, 1986.	Noted.
8	In case of any deviation or alteration in the project proposed including coal transportation system from those submitted to this Ministry for clearance, a fresh reference should be made to the Ministry to assess the adequacy of the condition(s) imposed and to add additional environmental protection measures required, if any.	Noted.
9	The above stipulations would be enforced among others under the water (prevention and Control of pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management, Handling & Trans-boundary Movement) Rules, 2008 and its amendments, the public Liability Insurance Act, 1991 and its amendments.	Noted.
10	Any appeal against this Environmental Clearance shall lie with the National Green Tribunal, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.	Noted.

## COMPLIANCE REPORT OF ADDITIONAL CONDITIONS

(Vide Letter No. J- 13012/54/2010-IA. II (T) Dated 22<sup>nd</sup> August 2019)

	MOEF & CC Stipulations	NTPC Response
A	Specific Conditions:	Status as on 30.09.2019
1	While commissioning the proposed project, the compliance of revised emission norms vide Notification dated 07.12.2015 for the parameters PM: 30 mg/Nm <sup>3</sup> ; SO <sub>2</sub> : 100 mg/Nm <sup>3</sup> ; NO <sub>x</sub> : 100 mg/Nm <sup>3</sup> and Hg: 0.03 mg/Nm <sup>3</sup> shall be achieved along with specific water consumption as per the notification vide dated 28.06.2018. The FGD System, NO <sub>x</sub> control measures such as SCR/ SCNR/ DeNO <sub>x</sub> burners shall be installed to achieve the revised emission norms.	NTPC Khargone STPP will comply with all standards as stipulated in the revised/latest MoEF&CC emission norms for TPP dated 07.12.2015 and optimize its specific water consumption as per the MOEF&CC notification dated 28.06.2018.



2	The status of installation of FGD and De-NOx/ SCR/ SCNR control systems to comply with new emission norms for both units shall be submitted.	For SOx control, installation of FGD plant package is awarded to M/s L&T in Sep'2018. Erection works are in full swing and shall be completed within 34 months. Status of installation of FGD is enclosed at <b>Annexure-III</b>  For NOx control, air/fuel ratio around the burner shall be optimized to ensure low emission of NOx.  Globally available SCR system for reducing NOX emissions are not tested for Indian coal having high ash contents. Pilot test studies are being conducted at NTPC units at different locations to test efficacy of SCR system on Indian coal.
3	The detailed progress report of construction of proposed project shall be submitted to the Ministry and its Regional Office along with six monthly compliance report till the both units are commissioned.	Project progress report of construction of project is enclosed at <b>Annexure-IV</b>
4	As per the Revised Tariff Policy notified of Ministry of Power issued vide dated 28.01.2016, project proponent shall explore the use of treated sewage water from the Sewage Treatment Plant of Municipality/ local bodies/ similar organization located within 50 km radius of the proposed power project to minimize the water drawl from surface water bodies. The details of Sewage Treatment Plants located within 50 km radius along with the capacities shall be submitted.	As per MP Govt. proposed action plan for rejuvenation of Kunda river at Khargone, presently single sewage treatment plant of very low capacity of 50 KLD is available with municipal corporation of Khargone. Copy of proposed action plan enclosed at <b>Annexure-V</b>  Use of treated sewage water shall be explored in near future.
5	Daily quantity of (Average, minimum and maximum) fresh water withdrawn from Narmada River at Omkareshwar Dam for the plant purpose shall be submitted along with six monthly compliance report.	Fresh water withdrawn data is enclosed at <b>Annexure-VI</b>

7/5





## Regional Laboratory M. P. Pollution Control Board

Plot No. 1, Scheme No. 78, Part-II, Aranya, Indore - 452 010  
☎ 0731 - 2554337, 4035618 E-mail: [regional.labindore@yahoo.com](mailto:regional.labindore@yahoo.com)



### TEST REPORT

#### ANALYSIS REPORT FOR WATER & WASTE WATER SAMPLE

Sample From		Pond water P-2 near main gate NTPC, Khargone (Village Selda)								
Contact No.		-								
Sample Description		Pond water					Test Report No.		1809-B	
Date and Time of Collection		01/10/2019		Type of Sample : Grab		Transport Condition:- Ice Box with Ice		Sampling Method : Water/ Waste water sample collection Guideline by Central lab M.P.P.C.B., Bhopal		
Date of Receipt		03/10/2019								
Period of Analysis		03/10/19-07/10/19		Sample collected and Analysed by		Shri Naman Patel & Shri Akshay Joshi		Sample Volume: 02 Litre		
Date of Report		07/10/2019								
S.No	Parameters	Unit	Result	Method	S.No.	Parameters	Unit	Result	Method	
01	Temperature*	° C	21		25	Sulphate (as SO <sub>4</sub> )	mg / L	32.181	APHA 4500-Sp4-E	
02	Colour *	Pt-Co Scale	01	APHA,2120-B	26	Fluoride (as F)	mg / L	0.58	APHA 4500-F-D	
03	Appearance*	-	Sl.turbid		27	Sodium (as Na)	mg / L	24	APHA 3500-Na-B	
04	Odour*	-	O.less		28	Potassium (as K)	mg / L	1.8	APHA,3500-K,B	
05	pH	pH Unit	7.9	APHA,4500H+B	29	Boron (as B)	mg / L	0.003	APHA 4500-B-C	
06	Turbidity	N.T.U.	29.18	APHA,2130-B	30	Coliform *	MPN/100 mL	-	APHA 9221 C	
07	Specific Conductivity	µmho/cm	553	APHA 2510 B	31	Fecal Coliform*	MPN/100 mL	<1.8	APHA 9221 E	
08	Total Solids	mg / L	375	APHA 2540 B	32	Fixed Dissolved Solids	mg / L	--	APHA 2540 E	
09	Total Dissolved Solids	mg / L	335	APHA 2540 C	33	Residual Chlorine	mg / L	--	APHA 4500-cl B	
10	Suspended Solids	mg / L	40	APHA2540 D	34	Cyanide (as CN) *	mg / L	--	APHA 4500-CN E	
11	Chloride	mg / L	40.49	APHA,4500-CL-B	35	Bioassay Test*	% Survival	--	IS 6582(Part 2)01	
12	Dissolved Oxygen	mg / L	4.8	APHA 4500-O-C	36	Surfactants as MBAS*	mg / L	--	APHA 3500-Mg-B	
13	B.O.D. (3 days, 27 °C)	mg / L	1.6	IS 3025,part 44 1993	37	Cadmium (as Cd) *	mg / L	--	APHA 3500-Mg-B	
14	C.O.D.	mg / L	-	APHA,5220 B	38	Chromium total*	mg / L	--	APHA 3111 B	
15	Oil & Grease	mg / L	-	APHA 5520-D	39	Chromium (as Cr <sup>+6</sup> ) *	mg / L	--	APHA 3500-Cr-B	
16	Ammo. Nitrogen (as NH <sub>3</sub> )	mg / L	0.002	APHA 4500-NH3-F	40	Copper (as Cu) *	mg / L	--	APHA 3500-Mg-B	
17	Nitrite Nitrogen (as N)	mg / L	0.005	APHA 4500-NO2-B	41	Mercury (as Hg) *	mg / L	--	APHA 3112 B	
18	Nitrate Nitrogen (as N)	mg / L	0.301	APHA 4500-NO3-B	42	Nickel (as Ni) *	mg / L	--	APHA 3111 B	
19	Total Kjehdal Nitrogen	mg / L	-	APHA 4500-Norg-C	43	Zinc (as Zn) *	mg / L	--	APHA 3111 B	
20	Phosphate (as P)	mg / L	0.918	APHA 4500-P-D	44	Iron (as Fe) *	mg / L	--	APHA 3111 B	
21	Total Alkalinity	mg / L	132	APHA 2320-B	45	Manganese (as Mn) *	mg / L	--	APHA 3111 B	
22	T- Hardness (as CaCO <sub>3</sub> )	mg / L	144	APHA 2340-C	46	Calcium (as Ca) *	mg / L	--	APHA 3500-Ca-B	
23	Ca- Hardness (as CaCO <sub>3</sub> )	mg / L	100	APHA 3500-Ca-B	47	Magnesium (as Mg) *	mg / L	--	APHA 3500-Mg-B	
24	Mg- Hardness (as CaCO <sub>3</sub> )	mg / L	44	APHA 3500-Mg-B	48	Lead*	mg / L	--	APHA 3111 B	

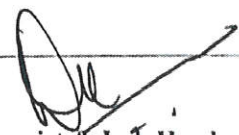
**NOTE:** \*These parameters are not covered under the scope of NABL.

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No statutory liability accepted for sample not collected by MPPCB.

The result relate only to the sample tested.

Sample will be destroyed after 10 days from the date of issue of test report unless otherwise specified.

  
**Chief Chemist & Lab Head**  
**Regional Laboratory, Indore**  
**(Dr. D. K. Wagela)**

Authorised Signatory (NABL)  
 Page 1 of 1  
 Regional Lab.

M.P. Pollution Control Board, Indore



## Regional Laboratory M. P. Pollution Control Board

Plot No. 1, Scheme No. 78, Part-II, Aranya, Indore - 452 010

☎ 0731 - 2554337, 4035618 E-mail: regional.labindore@yahoo.com



### TEST REPORT

#### ANALYSIS REPORT FOR WATER & WASTE WATER SAMPLE

Sample From		Tube well water near canteen at NTPC Khargone (Village Selda)								
Contact No.		-								
Sample Description		Tube well water					Test Report No.		1808-A	
Date and Time of Collection		01/10/2019		Type of Sample : Grab		Transport Condition:- Ice Box with Ice		Sampling Method : Water/ Waste water sample collection Guideline by Central lab M.P.P.C.B., Bhopal		
Date of Receipt		03/10/2019								
Period of Analysis		03/10/19-07/10/19		Sample collected and Analysed by		Shri Naman Patel & Shri Akshay Joshi				
Date of Report		07/10/2019								
S.No	Parameters	Unit	Result	Method	S.No.	Parameters	Unit	Result	Method	
01	Temperature*	° C	21		25	Sulphate (as SO <sub>4</sub> )	mg / L	24.62	APHA 4500-So4-E	
02	Colour *	Pt-Co Scale	01	APHA,2120-B	26	Fluoride (as F)	mg / L	0.65	APHA 4500-F-D	
03	Appearance*	-	Clear		27	Sodium (as Na)	mg / L	17	APHA 3500-Na-B	
04	Odour*	-	O.less		28	Potassium (as K)	mg / L	1.2	APHA,3500-K,B	
05	pH	pH Unit	7.4	APHA,4500H+B	29	Boron (as B)	mg / L	0.006	APHA 4500-B-C	
06	Turbidity	N.T.U.	0.9	APHA,2130-B	30	Coliform *	MPN/100 mL	-	APHA 9221 C	
07	Specific Conductivity	µmho/cm	632	APHA 2510 B	31	Fecal Coliform*	MPN/100 mL	<1.8	APHA 9221 E	
08	Total Solids	mg / L	356	APHA 2540 B	32	Fixed Dissolved Solids	mg / L	--	APHA 2540 E	
09	Total Dissolved Solids	mg / L	348	APHA 2540 C	33	Residual Chlorine	mg / L	--	APHA 4500-cl B	
10	Suspended Solids	mg / L	08	APHA2540 D	34	Cyanide (as CN) *	mg / L	--	APHA 4500-CN E	
11	Chloride	mg / L	38.56	APHA,4500-CL-B	35	Bioassay Test*	% Survival	--	IS 6582(Part 2)01	
12	Dissolved Oxygen	mg / L	-	APHA 4500-O-C	36	Surfactants as MBAS*	mg / L	--	APHA 3500-Mg-B	
13	B.O.D. (3 days, 27 <sup>0</sup> C)	mg / L	0.6	IS 3025,part 44 1993	37	Cadmium (as Cd) *	mg / L	--	APHA 3500-Mg-B	
14	C.O.D.	mg / L	8.89	APHA,5220 B	38	Chromium total*	mg / L	--	APHA 3111 B	
15	Oil & Grease	mg / L	-	APHA 5520-D	39	Chromium (as Cr <sup>6+</sup> ) *	mg / L	--	APHA 3500-Cr-B	
16	Ammo. Nitrogen (as NH <sub>3</sub> )	mg / L	0.001	APHA 4500-NH3-F	40	Copper (as Cu) *	mg / L	--	APHA 3500-Mg-B	
17	Nitrite Nitrogen (as N)	mg / L	0.004	APHA 4500-NO2-B	41	Mercury (as Hg) *	mg / L	--	APHA 3112 B	
18	Nitrate Nitrogen (as N)	mg / L	0.340	APHA 4500-NO3-B	42	Nickel (as Ni) *	mg / L	--	APHA 3111 B	
19	Total Kjehdal Nitrogen	mg / L	-	APHA 4500-Norg-C	43	Zinc (as Zn) *	mg / L	--	APHA 3111 B	
20	Phosphate (as P)	mg / L	0.019	APHA 4500-P-D	44	Iron (as Fe) *	mg / L	--	APHA 3111 B	
21	Total Alkalinity	mg / L	180	APHA 2320-B	45	Manganese (as Mn) *	mg / L	--	APHA 3111 B	
22	T- Hardness (as CaCO <sub>3</sub> )	mg / L	200	APHA 2340-C	46	Calcium (as Ca) *	mg / L	--	APHA 3500-Ca-B	
23	Ca- Hardness (as CaCO <sub>3</sub> )	mg / L	172	APHA 3500-Ca-B	47	Magnesium (as Mg) *	mg / L	--	APHA 3500-Mg-B	
24	Mg- Hardness (as CaCO <sub>3</sub> )	mg / L	28	APHA 3500-Mg-B	48	Lead*	mg / L	--	APHA 3111 B	

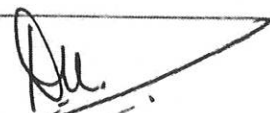
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Chief Chemist & Lab Head  
Regional Laboratory, Indore

(Dr. D. K. Wagela)

Authorised Signatory (NABL)

Regional Lab.

M.P. Pollution Control Board, Indore





**REGIONAL LABORATORY**  
**M. P. POLLUTION CONTROL BOARD**  
INDORE -452 010 ☎ 0731 2554337

**AIR ANALYSIS REPORT**

Report No:- 147

Date: 13.10.2019

Name of Industry : M/s NTPC Ltd., Selda, Khargone  
Location : Khargone  
Date of Sampling : 01.10.2019  
Date of Analysis : 05.10.2019  
Sample Collected by : Mr. Naman Patel  
Sample Analysed by : Mr. S.S. Chouhan, Jr. Sct.


Sampling Point	Source Emission	I	Boiler Stack (Unit-1)
----------------	-----------------	---	-----------------------

S. No.	Parameters	Unit	Stack-I
01	Particulate Matter (PM)	Mg/ NM <sup>3</sup>	29.96

Sampling Point	Ambient Air Quality	I	Near Admin Office
		II	Near FOPH
		III	At Township Prefab

S. No.	Parameters	Unit	I	II	III
01	Particulate Matter (PM10)	µg/ NM <sup>3</sup>	80.00	86.49	60.53
02	Sulphur dioxide (SO <sub>2</sub> )	µg/ M <sup>3</sup>	10.863	14.248	8.697
03	Nitrogen dioxide (NO <sub>x</sub> )	µg/ M <sup>3</sup>	23.452	28.747	17.327

Remark : Sample collected and analyzed on payment basis.

  
(P. D. K. Wagela)  
Chief Chemist & Lab. Head  
Regional Lab.  
M. P. Pollution Control Board, Indore





मध्य प्रदेश MADHYA PRADESH

AV 607522

**AGREEMENT**

*This Agreement is executed at NTPC-Khargone Super Thermal Power Project, Village -- Selda, Distt Khargone, Madhya Pradesh on this the day of 10<sup>th</sup> January, 2018*

**BY & BETWEEN**

NTPC Ltd., a company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 and its one of the station/projects namely Khargone Super Thermal Power Station District - Khargone (Madhya Pradesh) hereinafter referred to as "NTPC - Khargone", which term unless repugnant to the context shall include its administrators, executors, successors and permitted assigns of the FIRST PART;

**AND**

M/s J.K. Cement Limited, a company incorporated under the Companies Act, 1956, having its registered office at Kamla Tower, Kanpur, Uttar Pradesh and its Central Marketing Office at "Padam Tower", 19 DDA Community Centre, Okhla Phase-I, New Delhi represented by Shri Kamal Kishore duly authorized by JKCL, herein after referred to as JKCL, which terms unless repugnant to the context shall include its administrators, executors, successors and permitted assigns of the SECOND PART.

**WHEREAS:**

- A. Khargone Super Thermal Power Project (NTPC - Khargone) of NTPC Ltd. situated near Village Selda and Dalchai, Police Station Bediya in District Khargone, is a coal based power project in the State of Madhya Pradesh which is in the process of

Name

**ATTESTED**

D.O. 20.2.18

S.A. MENB  
NOTARY

SANAWAD/M.P.

1 | Page





मध्य प्रदेश MADHYA PRADESH

AV 607523

- B. commissioning of two units of 660 MW each, having a total installed capacity of 1320 MW. Depending upon the type of coal being used, NTPC Khargone will be generating approximately 4800 MT/Day of Fly Ash through its two units of 660 MW which will be collected in dry form & stored in the ash silos of 4 x 1200 MT capacity ("the ash silos").
- C. JKCL has its cements manufacturing facility located at Rajasthan, Karnataka and Haryana and having a capacity 10.5 Million Tones per annum for manufacturing of grey cement and is desirous of manufacturing fly ash based cement by taking fly ash from NTPC-Khargone, as one of the components in its cement. For this JKCL requires 1100 MT of fly ash per day (33,000 MT per month) from NTPC-Khargone.
- D. NTPC-Khargone has agreed to the proposal of JKCL for off take of fly ash from NTPC-Khargone and to cater for the requirement of 33,000 MT fly ash per month (3.96 Lacs per annum) to JKCL subject to availability of fly ash. Fly Ash quality to be supplied would be "as available basis" from plant fly ash silo chute/any other pollution free convenient system.
- E. And whereas NTPC-Khargone has agreed to permit JKCL to collect the said fly ash from the Dry Ash Silos of NTPC-Khargone at price and transport the same to its existing and upcoming cement manufacturing facility in closed trucks/bulkers/tankers at their own cost.
- F. And whereas NTPC-Khargone and JKCL have mutually discussed and agreed upon the terms and conditions relating to collection of fly ash from ash silos of NTPC-Khargone, and its transport to the Cement manufacturing facility of JKCL and has decided to reproduce the said terms and conditions into writing as below:

*Handwritten signature*

ATTESTED

*Handwritten signature*  
20-2-18  
S.A. MEER

NOTARY

ANAND (M.P.)

2 | Page



मध्य प्रदेश MADHYA PRADESH

AV 607524

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. That this Agreement shall come into force/effect for all purpose and intent from the date of commissioning of dry fly ash extraction system & commercial operation of NTPC-Kharone power plant.
2. **Validity of Agreement:** That this Agreement shall remain valid for a period of 15 (Fifteen) years from the effective date of agreement as explained above and dry fly ash from plant silo will be issued on price on agreed on as is where is basis.
3. **Price Determination:**
  - 3.1 For determination of price for fly ash to be issued from thermal power plant at any time during the agreement period, NTPC-Khargone may invite bids through e-tendering and block building process (As per enclosed Annexure-I) for available dry fly ash quantity/additional/surplus quantity for allocation to other successful bidders.
  - 3.2 The price so determined shall be applicable on the fly ash issued from the thermal power plant for this agreement for period of 12-36 months with price revision clause based on cement price index after every 12 months as per enclosed Annexure-II.
  - 3.3 The date of applicability of price on fly ash for this agreement shall be same as and when it is imposed to other users.
  - 3.4 The JKCL shall be given a discount of 10% on the existing/discovered price applicable price. The 10% discount on the existing/discovered applicable price shall

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ATTESTED  
20.2.18  
S.A. MEER  
NOTARY  
SANAWAD(M.P.)

3 | Page

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मध्य प्रदेश MADHYA PRADESH

AV 607525

be on account of MOU/Agreement for assured and sustainable lifting of fly ash by JKCL There will not be any negative discount on fly ash, if fly ash is issued on zero price or "free of cost" basis.

4. That JKCL shall lift dry fly ash from Dry Ash Silos of NTPC-Khargone with all labour, T&P, transport, etc. at its own cost as per terms and conditions mentioned below and as directed by authorized representative of NTPC-Khargone.
5. That this agreement has been executed as per the existing statutory provisions and policies of NTPC Ltd. and in the event of change in statutory provisions, policy, rules of NTPC Ltd. in future this agreement shall be reviewed accordingly and shall be continued on the mutually agreed terms and conditions in the context of new statutory provisions, rules and policies, failing which this agreement shall be deemed as terminated automatically.
6. NTPC's Fraud policy and banning policy shall be applicable to this Agreement.

7.0 DELIVERY OF FLY ASH

- 7.1 JKCL shall appoint its authorized representative for coordinating the overall activity of offtake of dry fly ash from ash silos of NTPC-Khargone. The authorized representative of JKCL shall coordinate with NTPC-Khargone's Head, Ash Management Group and execute the offtake of fly ash from the ash silos.
- 7.2 That fly ash shall be collected by JKCL on "as is where s basis" from any of the available silos provided delivery of fly ash shall be made only against advance payment in the form of Demand Draft/direct credit to NTPC Bank account. The amount of advance shall be equivalent to value of one month estimated quantity and

*Handwritten signature*

ATTESTED  
20-12-18  
S.A. MEER  
NOTARY  
ANAWAD (M.P.)





मध्य प्रदेश MADHYA PRADESH

AV 607526

price determined as per clause 3. JKCL shall make their own arrangements for T&Ps, labour & transportation of fly ash to their plants at their own cost in closed trucks/bulkers/tankers in environment friendly manner.

- 7.3 That NTPC-Khargone will provide fly ash from ash silos and shall not be responsible for any consequences in respect of quality, collection, transportation and pollution during transportation and handling and its utilization.
- 7.4 NTPC-Khargone shall not be responsible in any manner for its inability to provide fly ash due to backing down/shutdown/breakdown, other O&M stoppages or due to any other reason/conditions. Also NTPC-Khargone shall not be liable for payment of any compensation on account of its inability for providing the committed quantity of fly ash through this agreement for any reasons whatsoever. However, preference for issuing fly ash will be given to JKCL as and when DAES system and fly ash becomes available at Silo for issuance.
- 7.5 JKCL shall have to lift at least 80% of monthly agreed/adjusted quantity. In case JKCL fails to lift the minimum quantity (80% of monthly agreed/adjusted quantity) in any consecutive three months on cumulative basis, NTPC-Khargone will have right to review the continuance of the agreement. Reasons/justification for lower offtake is to be explained by JKCL and shall be assessed by NTPC-Khargone. If same is not acceptable to NTPC-Khargone, NTPC-Khargone shall have right to terminate the agreement. In the event of termination of agreement, amount/BG submitted in favor of NTPC against the performance guarantee shall also be forfeited.

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*Handwritten signature*

ATTESTED  
20-2-18  
A. MEER  
NOTARY  
ANAWAD (M.P.)

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- 7.6 **Adjusted Quantity:** The quantity of fly ash which the NTPC-Khargone is not able to provide to the party due to any reasons including forced outage of the plant, congestion, rain etc. then NTPC-Khargone will adjust the agreed quantity downwards for this purpose without any compensation.

That JKCL shall keep and maintain all records of measurements, challans for the quantity of fly ash taken from NTPC-Khargone. Similarly, JKCL shall submit end users certificate in the first week of each month for the fly ash lifted in the previous month.

- 7.8 The JKCL shall furnish a Bank Guarantee valued at Rs.10,00,000/- (Rupees Ten Lacs only) in the format prescribed by NTPC in favor of NTPC-Khargone guaranteeing assured take off of agreed quantity of fly ash, subject to the force majeure conditions, on sustained basis as per para C above. The Bank Guarantee shall be kept valid by JKCL till the period of validity of the agreement and shall be renewed from time to time as per advice of NTPC-Khargone.

- 7.9 In the case of non-lifting of agreed quantity of dry fly ash by JKCL, NTPC-Khargone shall have the right to allocate the dry fly ash to some other users without notice to JKCL and without any contest by JKCL.

#### 8. TAXES AND DUTIES

That all applicable taxes, duties or levies whichever may be imposed on the off-take and transportation of fly ash by any statutory authorities/Government(s)/Government agencies during the period of this agreement shall be borne by JKCL and if NTPC-Khargone is called upon to pay such taxes, duties or levies directly to the authorities concerned, the same shall be reimbursed by JKCL to NTPC-Khargone within 7 days of intimation about such payment. In the event of non-payment of such taxes and duties in time, same shall be recovered from the security deposit.

#### 9. STATUTORY CLEARANCES

- 9.1 That JKCL shall be fully responsible for obtaining all applicable statutory clearances and compliance at their own cost from State government, Government of India, Statutory Bodies and local authorities for the purpose of transporting fly ash to their Cement manufacturing units prior to actual commencement of offtake of fly ash. NTPC shall not bear any expenditure on this account whatsoever. For this JKCL shall submit undertaking for compliance of all statutory norms/regulations.

- 9.2 NTPC-Khargone's commitment to supply ash under this agreement shall be subject to JKCL fully complying with all the requirements of laws, rules and regulations and amendment thereof including those related to the rules/regulations of NTPC-Safety and meeting the pollution control norms for collection and transportation of ash etc.

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10. OPERATIONS OF FLY ASH SILOS & TRANSPORTATION OF ASH

- 10.1 That normally lifting of dry ash shall be allowed round the clock on all weekdays, including Sundays excluding National Holidays or as decided by Engineer in Charge.
- 10.2 That the persons engaged by JKCL for the offtake of fly ash from NTPC-Khargone should follow all rules and regulations of NTPC-Khargone and follow the instructions of authorized representative of NTPC-Khargone.
- 10.3 That no materials, other than fly ash, shall be lifted by JKCL. In the event it is found that some materials of NTPC-Khargone other than fly ash is lifted and taken away by the representative or closed trucks/bulkers/tankers of JKCL, NTPC-Khargone shall have the right to terminate the agreement forthwith and to initiate legal action as deemed fit against JKCL and/or its representatives involved.
- 10.4 No child labour shall be engaged by JKCL in any circumstances in the process of offtake of fly ash from NTPC-Khargone.
- 10.5 Any accidental spillage caused while loading of ash/movement of closed trucks/bulkers/tankers of JKCL in the NTPC-Khargone premises shall be immediately cleaned/removed by JKCL at their own cost.
- 10.6 Ash collected in closed trucks/bulkers/tankers from NTPC-Khargone shall not be dumped at any place other than the units of JKCL in any circumstances. However, in case of breakdown of the closed truck/bulker/tanker or the accident of the closed truck/bulker/tanker, the ash shall be immediately transferred to other closed/covered truck/bulker/tanker by JKCL in such a manner that there should not be any pollution due to this activity.
- 10.7 In case of any accident spillage of ash occurred enroute of transportation of ash from NTPC-Khargone to units of JKCL, spilled out ash shall be immediately cleaned by JKCL at their own cost. Suitable road safety arrangement will be made to avoid any road accident(s).
- 10.8 The quantity of ash to be loaded in closed trucks/bulkers/tankers shall be decided by the representative of JKCL. NTPC shall not be responsible for the quantity of ash loaded in the closed trucks/bulkers/tankers or overloading of closed trucks/bulkers/tankers done by the authorized representative deputed by JKCL.
- 10.9 All the rules and regulations, notifications, laws etc. laid down by RTO and/or any other authorities related to transportation of ash in trucks shall be strictly followed by JKCL. JKCL shall be solely responsible for any violations of above said rules, regulations, laws etc.
- 10.10 That in the event JKCL fails to make good the liability sustained by NTPC-Khargone on account of JKCL, same may be recovered from the Security Deposit submitted by



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NOTARY  
KANAWAR (M.P.)

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JKCL to NTPC-Khargone and JKCL shall have no objection for the same. For this purpose JKCL shall submit a security deposit of Rs. 10,00,000 (Rs ten lac only) in the form of Bank Draft in favour of NTPC Ltd. payable at State Bank of India, Bediya, Distt Khargone, (M.P.) before commencement of actual offtake of fly ash from NTPC-Khargone. No interest on the amount of security deposit shall be paid by NTPC.

(JKCL shall identify the competent person/executive for monitoring and smooth execution of work with following the safety and regulatory norms).

## 12. DAMAGES OF NTPC-KHARGONE PLANT OR PROPERTY

12.1 That JKCL shall be fully responsible and liable for payment to NTPC-Khargone for any damages to NTPC plant and property or injury to its employees or third party caused due to any act of misconduct, malafide intentions, negligence, omission or commission on part of JKCL.

12.2 This agreement shall be reviewed on yearly basis by NTPC-Khargone for following performance criteria:

- All Employees/representatives/agencies/sub-agencies/transporters etc. of JKCL shall behave in responsible manner towards NTPC-Khargone / NTPC-Khargone's contractors/employees etc.
- Shall not involve themselves in any anti-social activity including creating IR problems and shall not be involved in any law & other violation.
- Shall co-operate to the extent possible with NTPC's contractors etc. for their smooth and continuous functioning in case of addition/extension/alteration of its plant is carried out.
- Shall not cause any damage to NTPC Plant or equivalent/any injury to their personnel.
- Shall not cause any hindrance/create problems to other parties.
- Any other issue related to Dry Fly Ash offtake activities of JKCL at NTPC Khargone.

## 13. OBSERVATION OF LABOUR LAWS:

That JKCL shall comply with the provisions of all applicable labour laws and keep insurance of all the persons engaged in the process of offtake of fly ash from NTPC-Khargone.

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NOTARY

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14. SAFETY

14.1 JKCL shall follow all safety regulations and security requirement during collection & transportation of fly ash from NTPC-Khargone as issued in this regard by NTPC/Central Govt./State Govt./Any other authority & also abide by the instructions issued by NTPC-Khargone in this regard.

14.2 JKCL shall ensure safe movement of trucks/bulkers/tankers inside the NTPC-Khargone premises and shall be solely responsible for any accident caused by the movement of the closed trucks/bulkers/tankers inside the NTPC-Khargone premises.

14.3 The protective cover/safety appliances/personal protective equipment as may be required for the persons engaged for this work shall be arranged by JKCL at their own cost.

14.4 That NTPC-Khargone shall not be held responsible for any accident and casualty of the persons engaged for offtake of fly ash by JKCL. JKCL shall indemnify NTPC-Khargone for any liability under Workmen's Compensation Act or under any other law that may develop upon in respect of the persons engaged by them.

15. OBSERVATION OF ENVIRONMENTAL NORMS, PREVENTION OF POLLUTION AND INDEMNITY TO NTPC

15.1 The process of loading of dry fly ash in closed trucks/bulkers/tankers and the movement of closed trucks/bulkers/tankers in silo area of NTPC-Khargone and the transportation of fly ash to unit of JKCL shall be carried out by JKCL in such a manner that there is neither any dust nuisance nor any violation of environmental norms.

15.2 That all the rules and regulations, notifications, laws etc. laid by Pollution Control Boards, CPCB, MOEF etc. shall be followed by JKCL. JKCL shall be solely responsible for violations of provisions of any applicable environmental laws/rules/notifications during the process of offtake of fly ash from the ash silos of NTPC-Khargone and its transportation to unit of JKCL. JKCL shall keep NTPC-Khargone indemnified against any liability that may arise on these account. In the event of any liability arises to NTPC-Khargone due to non-fulfilling of responsibility by JKCL, same shall be recovered from the security deposit.

15.3 JKCL shall comply with all laws, rules and regulations etc. laid by statutory authorities as well as the directions/advice of NTPC-Khargone related to dry ash loading and its transportation in closed trucks/bulkers/tankers which are not mentioned above but are necessary for compliance of all applicable laws, safety and environmental norms and to carry out all the works in a safe and eco-friendly manner.

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NOTARY  
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16. **FORCE MAJEURE**

That notwithstanding anything contained herein the obligation of NTPC-Khargone and JKCL 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 part of both the parties to communicate 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. Both the parties shall mutually discuss and decide the future course of action on the happening of force majeure events if it continues for more than 30 days.

17. **TERMINATION**

- 17.1 Continuous lifting of agreed quantity of fly ash is the essence of this Agreement.
- 17.2 Commencement of first offtake for JKCL of fly ash should not exceed beyond one month from the date of commissioning of dry fly ash extraction system & commercial operation of NTPC-Khargone power plant.
- 17.3 That in the event of any reduction in off-takes to less than 80% of monthly agreed/adjusted quantity in any consecutive three months on cumulative basis (excluding force majeure conditions) at any time during the pendency of this agreement, NTPC-Khargone will have right to review the continuance of the agreements. Reasons/justification for lower offtake is to be explained by JKCL and shall be assessed by NTPC-Khargone. If same is not acceptable to NTPC-Khargone, NTPC-Khargone shall have right to terminate the agreement. In such an event, NTPC-Khargone shall encash JKCL's BG FOR Rs. 10,00,000/- (Rupees Ten lacs).
- 17.4 Further, in case, JKCL is unable to lift any quantity of fly ash from NTPC-Khargone for a continuous period of more than 30 days (excluding force majeure conditions/inability of NTPC-Khargone to issue fly ash due to plant shut down, maintenance, less generation of fly ash etc.) under this agreement then NTPC-Khargone shall have an absolute right to terminate this agreement and en-cash the above said BG of Rs. 10,00,000/- (Rupees Ten Lacs).
- 17.5 Further, NTPC shall have an absolute right to terminate this agreement by giving three months' notice period due to increased demand of fly ash in the vicinity/change in NTPC Ash policy/change in Govt. policy and JKCL will not have any right to make any claim on account of termination of the agreement.

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**ATTESTED**

*20-2-18*

**S.A. MEER**

**NOTARY**

**ANANDIM.P.**



18. **WAIVER:**

That any failure by either party to this Agreement, to enforce any of its rights hereunder, whether arising from the failure on part of the other party, to adhere to and fulfill its obligations under the terms hereof or otherwise, shall not be deemed to constitute a waiver of any such default and /or surrender of any such right.

It is hereby clarified that NTPC-Khargone shall not be liable to any claim of JKCL in any manner whatsoever under this Agreement.

19. **FACILITIES FROM NTPC-KHARGONE STATION**

19.1 Wherever feasible, NTPC may provide access to railway siding on chargeable basis for movement of railway wagons for fly ash loading at NTPC-Khargone's silos and transportation. Railway siding facility may be extended to the user/entrepreneurs in a limited manner and wherever it is so extended the plants shall ensure that the requirement of the NTPC-Khargone units always have precedence.

19.2 If required, station may set up bagging plant to facilitate off take of fly ash in 50 kg bags for the agency. The bags of required size and quality shall be provided by the agency.

20. **SETTLEMENT OF DISPUTES AND ARBITRATION**

That dispute and/or difference of any kind whatsoever arising between the parties relating to this Agreement shall be in first instance be settled amicably with intervention of Head of Ash Management Cell, NTPC-Khargone within 60 (sixty) days of referral of such dispute or difference to him, failing which the matter will be referred to the sole arbitration of Head of NTPC-Khargone Project or his representative of not below the rank of General Manager level.

21. That the cost of stamp duty and registration of these presents shall be borne by JKCL. Original copy of the agreement shall remain in the custody of NTPC-Khargone.

22. This agreement shall be governed by the Indian laws, Madhya Pradesh State Govt. laws and directives and the Courts of Khargone District in state of Madhya Pradesh shall have the exclusive jurisdiction to entertain any suit or action arising out of this agreement.

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20/2/18

**S.A. MEER  
NOTARY**

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## 23. NOTICE

That 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 posts, Ads, mail or facsimile and shall be deemed to have been duly served upon receipt thereof at the following addresses:

For NTPC

Handwritten: 10/11/18  
GM (TS & Rly. Secy.)  
Kamal K. Verma  
Head of Project  
NTPC Limited  
Khargone Super Thermal Power Project  
Selda-Dalchi Village, District Khargone  
Pin. 451331  
General Manager (TS & Rly. Secy.)  
NTPC Ltd., Khargone (M.P.)

FOR JKCL

Handwritten: 10/11/2018  
Deputy General Manager  
Central Procurement  
Padam Tower,  
19 DDA Community Center  
Okhla Phase I, New Delhi

IN WITNESS WHEREOF the parties have to have executed this agreement through their authorized representatives on the date and place mentioned herein.

For and behalf of NTPC

For and behalf of JKCL

Witnesses:

Witnesses

1. S.K. Gupta  
DCM (EMG), NTPC Khargone
2. Sanjeet Gupta  
AGM (FES) NTPC Khargone

1.

2.

Agreement - Deed:

This agreement is in twelve sheets  
The deed executed in my presence by Deputy General Manager, Central Procurement, Padam Tower, New Delhi -  
in favour of Head of Project, NTPC Limited, Selda-Dalchi -  
The deed is identified by (Bodhiya) Teh. Sanawad.  
① S.K. Gupta, ② Sanjeet Gupta, A.I. R/O.  
Khargone, M.P.

Attest my signature and have it attested by me  
at my office on this day the 2nd of Feb. 2018

S.No. 1792 of 2-Feb-2018

ATTESTED 12 | Page

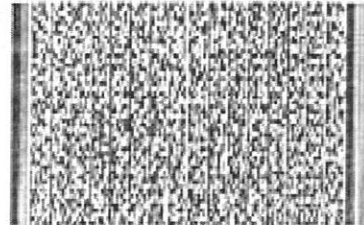
Dr. S.A. MEER

NOTARY

SANAWAD (M.P.)



Registration and Stamp Department  
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01012209112618003718  
Total E-Stamp Amount 500  
Govt. Stamp Duty (Rs.) 500 Municipality Duty (Rs.) 0  
Jampad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 09/11/2018 17:57:27  
Service Provider or Issuer Details dinesh sharma/SP012743908201500088  
SP/SRO/DRO/HO Details B.No.47, JAIN BHAWAN ROAD, BEHIND KHURSHID TALKIES, NEEMUCH  
NEEMUCH NEEMUCH

Deed Details

Deed Type Agreement or Memorandum of an agreement  
Deed Instrument If not otherwise provided for- Five hundred rupees.  
Purpose AGREEMENT

First Party Details

Organization Name NTPC LTD  
Address PROJECT : KHARGONE SUPER THERMAL POWER STATION KHARGONE Madhya Pradesh INDIA  
Number of Persons 1

Second Party Details

Organization Name ULTRA TECH CEMENT LTD  
Address UNIT VIKRAM CEMENT WORKS, VIKRAM NAGAR - KHOIL, TEH. - JAWAD NEEMUCH Madhya Pradesh INDIA  
Number of Persons 1

AGREEMENT

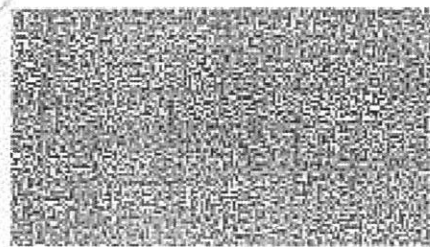
***This Agreement is executed at NTPC-Khargone Super Thermal Power Project, Village - Selda, Distt Khargone, Madhya Pradesh on this the day of 13<sup>th</sup> November, 2018***

BY & BETWEEN

NTPC Ltd., a company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, 7 Institutional Area, Lodhi Road, New Delhi - 110 003 and its one of the station/projects namely Khargone Super Thermal Power Station District - Khargone (Madhya Pradesh) hereinafter referred to as "NTPC - Khargone", which term unless repugnant to the context shall include its administrators, executors, successors and permitted assigns of the FIRST PART;

Digitally signed by DINESH SHARMA  
Date: 2018.11.09 17:57:30 IST

*Dinesh Sharma*  
Service Provider  
D. Sharma Typing Neemuch  
Mob 9826476001



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**AND**

M/s UltraTech Cement Ltd. (UTCL), Unit: Vikram Cement works, Vikram Nagar, Khor, Neemuch, M.P -458470 and all other UTCL Units, a company incorporated under the Companies Act, 1956, having its registered office at 'B' Wing, Ahura Centre, 2<sup>nd</sup> Floor, Mahakali caves road, Andheri (East), Mumbai-400093 represented by Shri Akhil Shimal, General Manager (Materials) duly authorized by M/s UltraTech Cement Ltd., herein after referred to as UTCL (Buyer), which terms unless repugnant to the context shall include its administrators, executors, successors and permitted assigns of the SECOND PART.

**WHEREAS:**

- A. Khargone Super Thermal Power Project (NTPC- Khargone) of NTPC Ltd. situated near Village Selda and Dalchai, Police Station Bediya in District Khargone, is a coal based power project in the State of Madhya Pradesh which is in the process of
- B. commissioning of two units of 660 MW each, having a total installed capacity of 1320 MW. Depending upon the type of coal being used, NTPC Khargone will be generating approximately 4800 MT/Day of Fly Ash through its two units of 660 MW which will be collected in dry form & stored in the ash silos of 4 x 1200 MT capacity ("the ash silos").
- C. UTCL has its cements manufacturing facility located at different location across the nation and having a capacity 100 Million Tones' per annum for manufacturing of grey cement and is desirous of manufacturing fly ash based cement by taking fly ash from NTPC-Khargone, as one of the components in its cement. For this UTCL requires 2055MT of fly ash per day (61,650 MT per month) from NTPC-Khargone.
- D. NTPC-Khargone has agreed to the proposal of UTCL for off take of fly ash from NTPC-Khargone and to cater for the requirement of 61,650 MT fly ash per month (7.5 Lacs per annum) to various UTCL locations (Units) subject to availability of fly ash. Fly Ash quality to be supplied would be "as available basis" from plant fly ash silo chute/any other pollution free convenient system.
- E. And whereas NTPC-Khargone has agreed to permit UTCL to collect the said fly ash from the Dry Ash Silos of NTPC-Khargone at price and transport the same to its existing and upcoming cement manufacturing facility in closed trucks/bulkers/tankers at their own cost.
- F. And whereas NTPC-Khargone and UTCL have mutually discussed and agreed upon the terms and conditions relating to collection of fly ash from ash silos of NTPC-Khargone, and its transport to the Cement manufacturing facility of UTCL and has decided to reproduce the said terms and conditions into writing as below:







**NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

1. That this Agreement shall come into force/effect for all purpose and intent from the date of commissioning of dry fly ash extraction system & commercial operation of NTPC-Khargone power plant.
2. **Validity of Agreement:** That this Agreement shall remain valid for a period of 15 (Fifteen) years from the effective date of agreement as explained above and dry fly ash from plant silo will be issued on price or agreed on as is where is basis.
3. **Price Determination:**
  - 3.1 For determination of price for fly ash to be issued from thermal power plant at any time during the agreement period, NTPC-Khargone may invite bids through e-tendering and book building process (As per enclosed Annexure-I) for available dry fly ash quantity/additional/surplus quantity for allocation to other successful bidders.
  - 3.2 The price so determined shall be applicable on the fly ash issued from the thermal power plant for this agreement for period of 12-36 months with price revision clause based on pozzolona cement price index after every 12 months. (as per enclosed Annexure-II for pozzolona cement)
  - 3.3 The date of applicability of price on fly ash for this agreement shall be same as and when it is imposed to other users.
  - 3.4 The Buyer shall be given a discount of 10% on the existing/discovered price applicable price. The 10% discount on the existing/discovered applicable price shall be on account of MOU/Agreement for assured and sustainable lifting of fly ash by UTCL. There will not be any negative discount on fly ash, if fly ash is issued on zero price or "free of cost" basis.
4. That Buyer shall lift dry fly ash from Dry Ash Silos of NTPC-Khargone with all labour, T&P, transport, etc. at its own cost as per terms and conditions mentioned below and as directed by authorized representative of NTPC-Khargone.
5. That this agreement has been executed as per the existing statutory provisions and policies of NTPC Ltd. and in the event of change in statutory provisions, policy, rules of NTPC Ltd. in future this agreement shall be reviewed accordingly and shall be continued on the mutually agreed terms and conditions in the context of new statutory provisions, rules and policies, failing which this agreement shall be deemed as terminated automatically.
6. NTPC's Fraud policy and banning policy shall be applicable to this Agreement.



## 7.0 DELIVERY OF FLY ASH

- 7.1 UTCL shall appoint its authorized representative for coordinating the overall activity of offtake of dry fly ash from ash silos of NTPC-Khargone. The authorized representative of UTCL shall coordinate with NTPC-Khargone's Head, Ash Management Group and execute the off take of fly ash from the ash silos.
- 7.2 That fly ash shall be collected by UTCL on "as is where is basis" from any of the available silos provided delivery of fly ash shall be made only against advance payment in the form of Demand Draft/direct credit to NTPC Bank account. The amount of advance shall be equivalent to value of one month estimated quantity and price determined as per clause 3. UTCL shall make their own arrangements for T&Ps, labour & transportation of fly ash to their plants at their own cost in closed trucks/bulkers/tankers in environment friendly manner.
- 7.3 That NTPC-Khargone will provide fly ash from ash silos and shall not be responsible for any consequences in respect of quality, collection, transportation and pollution during transportation and handling and its utilization.
- 7.4 NTPC-Khargone shall not be responsible in any manner for its inability to provide fly ash due to backing down/shutdown/breakdown, other O&M stoppages or due to any other reason/conditions. Also NTPC-Khargone shall not be liable for payment of any compensation on account of its inability for providing the committed quantity of fly ash through this agreement for any reasons whatsoever. However, preference for issuing fly ash will be given to UTCL as and when DAES system and fly ash becomes available at Silo for issuance.
- 7.5 *UTCL shall have to lift at least 80% of monthly agreed/adjusted quantity. In case UTCL fails to lift the minimum quantity (80% of monthly agreed/adjusted quantity) in any consecutive three months on cumulative basis, NTPC-Khargone will have right to review the continuance of the agreement. Reasons/justification for lower off take is to be explained by UTCL- and shall be assessed by NTPC-Khargone. If same is not acceptable to NTPC-Khargone, NTPC-Khargone shall have right to terminate the agreement. In the event of termination of agreement, amount/BG submitted in favor of NTPC against the performance guarantee shall also be forfeited.*
- 7.6 **Adjusted Quantity:** The quantity of fly ash which the NTPC-Khargone is not able to provide to the party due to any reasons including forced outage of the plant, congestion, rain etc. then NTPC-Khargone will adjust the agreed quantity downwards for this purpose without any compensation.
- 7.7 That UTCL shall keep and maintain all records of measurements, challans for the quantity of fly ash taken from NTPC-Khargone. Similarly, UTCL shall submit end users certificate in the first week of each month for the fly ash lifted in the previous month.

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- 7.8 The Buyer (UTCL) shall furnish a Bank Guarantee valued at Rs.10,00,000/- (Rupees Ten Lacs only) in the format prescribed by NTPC in favor of NTPC-Khargone guaranteeing assured take off of agreed quantity of fly ash, subject to the force majeure conditions, on sustained basis as per para C above. The Bank Guarantee shall be kept valid by UTCL till the period of validity of the agreement and shall be renewed from time to time as per advice of NTPC-Khargone.
- 7.9 In the case of non-lifting of agreed quantity of dry fly ash by UTCL, NTPC-Khargone shall have the right to allocate the dry fly ash to some other users without notice to UTCL and without any consent by UTCL.

#### 8. TAXES AND DUTIES

That all applicable taxes, duties or levies whichever may be imposed on the off-take and transportation of fly ash by any statutory authorities / Government(s) / Government agencies during the period of this agreement shall be borne by UTCL and if NTPC-Khargone is called upon to pay such taxes, duties or levies directly to the authorities concerned, the same shall be reimbursed by UTCL to NTPC-Khargone within 7 days of intimation about such payment. In the event of non-payment of such taxes and duties in time, same shall be recovered from the security deposit.

#### 9. STATUTORY CLEARANCES

- 9.1 That UTCL shall be fully responsible for obtaining all applicable statutory clearances and compliance at their own cost from State government, Government of India, Statutory Bodies and local authorities for the purpose of transporting fly ash to their Cement manufacturing units prior to actual commencement of off take of fly ash. NTPC shall not bear any expenditure on this account whatsoever. For this UTCL shall submit undertaking for compliance of all statutory norms / regulations.
- 9.2 NTPC-Khargone's commitment to supply ash under this agreement shall be subject to UTCL fully complying with all the requirements of laws, rules and regulations and amendment thereof including those related to the rules/regulations of NTPC-Safety and meeting the pollution control norms for collection and transportation of ash etc.

#### 10. OPERATIONS OF FLY ASH SILOS & TRANSPORTATION OF ASH

- 10.1 That normally lifting of dry ash shall be allowed round the clock on all weekdays, including Sundays excluding National Holidays or as decided by Engineer in Charge.



- 10.2 That the persons engaged by UTCL for the off take of fly ash from NTPC-Khargone should follow all rules and regulations of NTPC-Khargone and follow the instructions of authorized representative of NTPC-Khargone.
- 10.3 That no materials, other than fly ash, shall be lifted by UTCL. In the event it is found that some materials of NTPC-Khargone other than fly ash is lifted and taken away by the representative or closed trucks/bulkers/tankers of UTCL, NTPC-Khargone shall have the right to terminate the agreement forthwith and to initiate legal action as deemed fit against UTCL and / or its representatives involved.
- 10.4 No child labor shall be engaged by UTCL in any circumstances in the process of off take of fly ash from NTPC-Khargone.
- 10.5 Any accidental spillage caused while loading of ash / movement of closed trucks / bulkers / tankers of UTCL in the NTPC-Khargone premises shall be immediately cleaned / removed by UTCL at their own cost.
- 10.6 Ash collected in closed trucks / bulkers / tankers from NTPC-Khargone shall not be dumped at any place other than the units of UTCL in any circumstances. However, in case of breakdown of the closed truck / bulker / tanker or the accident of the closed truck / bulker / tanker, the ash shall be immediately transferred to other closed / covered truck / bulker/tanker by UTCL in such a manner that there should not be any pollution due to this activity.
- 10.7 In case of any accident spillage of ash occurred enroute of transportation of ash from NTPC-Khargone to units of UTCL, spilled out ash shall be immediately cleaned by UTCL at their own cost. Suitable road safety arrangement will be made to avoid any road accident(s).
- 10.8 The quantity of ash to be loaded in closed trucks / bulkers / tankers shall be decided by the representative of UTCL. NTPC shall not be responsible for the quantity of ash loaded in the closed trucks / bulkers / tankers or overloading of closed trucks / bulkers / tankers done by the authorized representative deputed by UTCL.
- 10.9 All the rules and regulations, notifications, laws etc. laid down by RTO and/or any other authorities related to transportation of ash in trucks shall be strictly followed by UTCL. UTCL shall be solely responsible for any violations of above said rules, regulations, laws etc.
- 10.10 That in the event UTCL fails to make good the liability sustained by NTPC-Khargone on account of UTCL, same may be recovered from the Security Deposit submitted by UTCL to NTPC-Khargone and UTCL shall have no objection for the same. For this purpose UTCL shall submit a security deposit of Rs. 10,00,000 (Rs ten lac only) in the form of Bank Draft in favor of NTPC Ltd, payable at State Bank of India, Bediya, Distt Khargone, (M.P.) before commencement of actual off take of





fly ash from NTPC-Khargone. No interest on the amount of security deposit shall be paid by NTPC.

(UTCL shall identify the competent person/executive for monitoring and smooth execution of work with following the safety and regulatory norms).

## **12. DAMAGES OF NTPC-KHARGONE PLANT OR PROPERTY**

12.1 That UTCL shall be fully responsible and liable for payment to NTPC-Khargone for any damages to NTPC plant and property or injury to its employees or third party caused due to any act of misconduct, malafide intentions, negligence, omission or commission on part of UTCL.

12.2 This agreement shall be reviewed on yearly basis by NTPC-Khargone for following performance criteria:

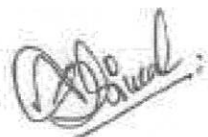
- All Employees / representatives / agencies / sub-agencies / transporters etc. of UTCL shall behave in responsible manner towards NTPC-Khargone / NTPC-Khargone's contractors/employees etc.
- Shall not involve themselves in any anti-social activity including creating IR problems and shall not be involved in any law & order violation.
- Shall co-operate to the extent possible with NTPC's contractors etc. for their smooth and continuous functioning in case of addition/extension/alteration of its plant is carried out.
- Shall not cause any damage to NTPC Plant or equivalent/any injury to their personnel.
- Shall not cause any hindrance/create problems to other parties.
- Any other issue related to Dry Fly Ash off take activities of UTCL at NTPC Khargone.

## **13. OBSERVATION OF LABOUR LAWS:**

That UTCL shall comply with the provisions of all applicable labor laws and keep insurance of all the persons engaged in the process of off take of fly ash from NTPC-Khargone.

## **14. SAFETY**

14.1 UTCL shall follow all safety regulations and security requirement during collection & transportation of fly ash from NTPC-Khargone as issued in this regard by NTPC /



Central Govt. / State Govt. / Any other authority & also abide by the instructions issued by NTPC-Khargone in this regard.

- 14.2 UTCL shall ensure safe movement of trucks/bulkers/tankers inside the NTPC-Khargone premises and shall be solely responsible for any accident caused by the movement of the closed trucks/bulkers/tankers inside the NTPC-Khargone premises.
- 14.3 The protective cover/safety appliances/personal protective equipment as may be required for the persons engaged for this work shall be arranged by BUYER at their own cost.
- 14.4 That NTPC-Khargone shall not be held responsible for any accident and casualty of the persons engaged for off take of fly ash by UTCL. UTCL shall indemnify NTPC-Khargone for any liability under Workmen's Compensation Act or under any other law that may develop upon in respect of the persons engaged by them.
15. **OBSERVATION OF ENVIRONMENTAL NORMS, PREVENTION OF POLLUTION AND INDEMNITY TO NTPC**
- 15.1 The process of loading of dry fly ash in closed trucks / bulkers / tankers and the movement of closed trucks / bulkers / tankers in silo area of NTPC-Khargone and the transportation of fly ash to unit of UTCL shall be carried out by UTCL in such a manner that there is neither any dust nuisance nor any violation of environmental norms.
- 15.2 That all the rules and regulations, notifications, laws etc. laid by Pollution Control Boards, CPCB, MOEF etc. shall be followed by UTCL. UTCL shall be solely responsible for violations of provisions of any applicable environmental laws / rules / notifications during the process of off take of fly ash from the ash silos of NTPC-Khargone and its transportation to unit of UTCL. UTCL shall keep NTPC-Khargone indemnified against any liability that may arise on these account. In the event of any liability arises to NTPC-Khargone due to non-fulfilling of responsibility by UTCL, same shall be recovered from the security deposit.
- 15.3 UTCL shall comply with all laws, rules and regulations etc. laid by statutory authorities as well as the directions/advice of NTPC-Khargone related to dry ash loading and its transportation in closed trucks/bulkers/tankers which are not mentioned above but are necessary for compliance of all applicable laws, safety and environmental norms and to carry out all the works in a safe and eco-friendly manner.



16. **FORCE MAJEURE**

That notwithstanding anything contained herein the obligation of NTPC-Khargone and UTCL 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 part of both the parties to communicate 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. Both the parties shall mutually discuss and decide the future course of action on the happening of force majeure events if it continues for more than 30 days.

17. **TERMINATION**

17.1 Continuous lifting of agreed quantity of fly ash is the essence of this Agreement.

17.2 Commencement of first off take for UTCL of fly ash should not exceed beyond one month from the date of commissioning of dry fly ash extraction system & commercial operation of NTPC-Khargone power plant.

17.3 *That in the event of any reduction in off-takes to less than 80% of monthly agreed/adjusted quantity in any consecutive three months on cumulative basis (excluding force majeure conditions) at any time during the pendency of this agreement, NTPC-Khargone will have right to review the continuance of the agreements. Reasons/justification for lower offtake is to be explained by UTCL and shall be assessed by NTPC-Khargone. If same is not acceptable to NTPC-Khargone, NTPC-Khargone shall have right to terminate the agreement. In such an event, NTPC-Khargone shall encash UTCL's BG FOR Rs. 10,00,000/- (Rupees Ten lacs).*

17.4 *Further, in case, UTCL is unable to lift any quantity of fly ash from NTPC-Khargone for a continuous period of more than 30 days (excluding force majeure conditions/inability of NTPC-Khargone to issue fly ash due to plant shut down, maintenance, less generation of fly ash etc.) under this agreement then NTPC-Khargone shall have an absolute right to terminate this agreement and en-cash the above said BG of Rs. 10,00,000/- (Rupees Ten Lacs).*

17.5 *Further, NTPC shall have an absolute right to terminate this agreement by giving three months' notice period due to increased demand of fly ash in the vicinity/change in NTPC Ash policy/change in Govt. policy and UTCL will not have any right to make any claim on account of termination of the agreement.*



**18. WAIVER:**

That any failure by either party to this Agreement, to enforce any of its rights hereunder, whether arising from the failure on part of the other party, to adhere to and fulfill its obligations under the terms hereof or otherwise, shall not be deemed to constitute a waiver of any such default and /or surrender of any such right.

It is hereby clarified that NTPC-Khargone shall not be liable to any claim of UTCL in any manner whatsoever under this Agreement.

**19. FACILITIES FROM NTPC-KHARGONE STATION**

- 19.1 Wherever feasible, NTPC may provide access to railway siding on chargeable basis for movement of railway wagons for fly ash loading at NTPC-Khargone's silos and transportation. Railway siding facility may be extended to the user/entrepreneurs in a limited manner and wherever it is so extended the plants shall ensure that the requirement of the NTPC-Khargone units always have precedence.
- 19.2 If required, station may set up bagging plant to facilitate off take of fly ash in 50 kg bags for the agency. The bags of required size and quality shall be provided by the agency.

**20. SETTLEMENT OF DISPUTES AND ARBITRATION**

That dispute and/or difference of any kind whatsoever arising between the parties relating to this Agreement shall be in first instance be settled amicably with intervention of Head of Ash Management Cell, NTPC-Khargone within 60 (sixty) days of referral of such dispute or difference to him, failing which the matter will be referred to the sole arbitration of Head of NTPC-Khargone Project or his representative of not below the rank of General Manager level.

21. That the cost of stamp duty and registration of these presents shall be borne by UTCL. Original copy of the agreement shall remain in the custody of NTPC-Khargone.
22. This agreement shall be governed by the Indian laws, Madhya Pradesh State Govt. laws and directives and the Courts of Khargone District in state of Madhya Pradesh shall have the exclusive jurisdiction to entertain any suit or action arising out of this agreement.

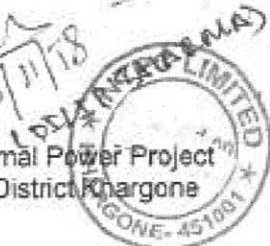




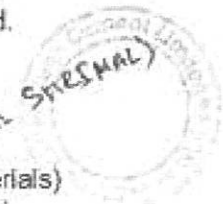
## 23. NOTICE

That 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 posts, Ads, mail or facsimile and shall be deemed to have been duly served upon receipt thereof at the following addresses:

For NTPC

*Head of Project*  
13/11/18  
NTPC Limited  
Khargone Super Thermal Power Project  
Selda-Dalchi Village, District Khargone  


For UltraTech Cement Ltd.

*General Manager (Materials)*  
Unit: Vikram Cement Ltd.  
Vikram Nagar, Khor  
Dist: Neemuch M.P-458470  


IN WITNESS WHEREOF the parties have to have executed this agreement through their authorized representatives on the date and place mentioned herein.

For and behalf of NTPC

For and behalf of UltraTech Cement Ltd.

Witnesses:

Witnesses

1. *Ashish Dubey*  
Ashish Dubey  
2. *K. K. Sharma*  
(K. K. Sharma)

1. *Amit Kumar*  
(AMIT KUMAR)  
2.





Khargone Super Thermal Power Project (2 X 660 MW)

KHARGONE

**Status of FGD Package: 2\*660 MW Khargone STPP****Major Milestones:**

Unit	Supply Completion	Civil & Str. Works Completion	Eq. Erection Completion	Commissioning	Completion of Facilities (Unit-1)
U#1	29-04-2020	31-03-2020	20-06-2020	29-06-2020	28-11-2020
U#2	29-10-2020	30-09-2020	20-12-2020	29-12-2020	28-05-2021

Sl	Description	Status
1.	Pkg description	Awarded to M/s L&T Ltd. on 31-07-2018. Unit#1 Completion Schedule is 28 Months and Unit#2 completion schedule is 34 months from date of award.
2.	Status of Front Handover	Agency M/s L&T is mobilized at site. Civil works for various facilities is in progress.
3.	Total Excavation	30115 / 43000 Cum Done
4.	U#1 & Common facilities RCC	5986 / 16833 Cum done
5.	U#2 RCC	2072 / 6561 Cum done
6.	Structure Fabrication	282 / 1895 MT done
7.	U#1 Chimney shell	53 / 143 mtr done
8.	Equipment Manufacturing	Various equipment are under manufacturing at sub-vendors works.







## Khargone Super Thermal Power Project (2 X 660 MW)

KHARGONE

## Project Detail:

Capacity	<ul style="list-style-type: none"> <li>1320 MW ( 2 X 660 MW)</li> </ul>
Location	<ul style="list-style-type: none"> <li>Village: Selda and Dalchi near Sanawad, District: Khargone, (MP).</li> </ul>
Investment Approval	<ul style="list-style-type: none"> <li>Accorded on 31.03.2015</li> <li>Estimated completed cost Rs.10876.64 Cr.</li> <li>Expenditure till date 30.09.2019: - 8350Cr</li> </ul>
Coal Sourcing	<ul style="list-style-type: none"> <li>Pakri Barwadi Captive Coal Mines in Jharkhand.</li> <li>Coal Transportation: By Indian Railways</li> <li>Take off point: Nimarkheri on Indore-Khandwa line located at a distance of 37 KM from site.</li> <li>Railway siding ready and coal being recieved</li> </ul>
Beneficiaries	<ul style="list-style-type: none"> <li>MP: 660 MW</li> <li>Maharashtra: 218 MW</li> <li>Gujrat: 175 MW</li> <li>Chhattisgarh: 53 MW</li> <li>Goa: 09 MW</li> <li>DD &amp; DNH: 07 MW</li> <li>Unallocated: 198 MW</li> </ul>

## Project Schedule vis a vis progress:

Activity	U#1 Sch	Actual/Anticipated	U# 2 Sch	Actual/Anticipated
Start of boiler erection	30.05.16	30.04.16	30.11. 16	14.09.16
Boiler hydro test	31.03.18	31.03.18	30.09. 18	30.09.18
TG Box up	30.05.18	29.05.18	30.11. 18	27.11.18
TG on barring	31.08.18	03.02.19	28.02. 19	Expected by 22.10.19
Boiler light up	30.09.18	29.12.18	30.03.19	Expected by 20.09.19
Synchronization	30.11.18	27.06.19	30.05.19	Expected by end Dec 19
Full Load	31.12.18	30.08.19	30.06.19	Expected by Jan 20
Initial Operation	29.02.19	29.09.19		

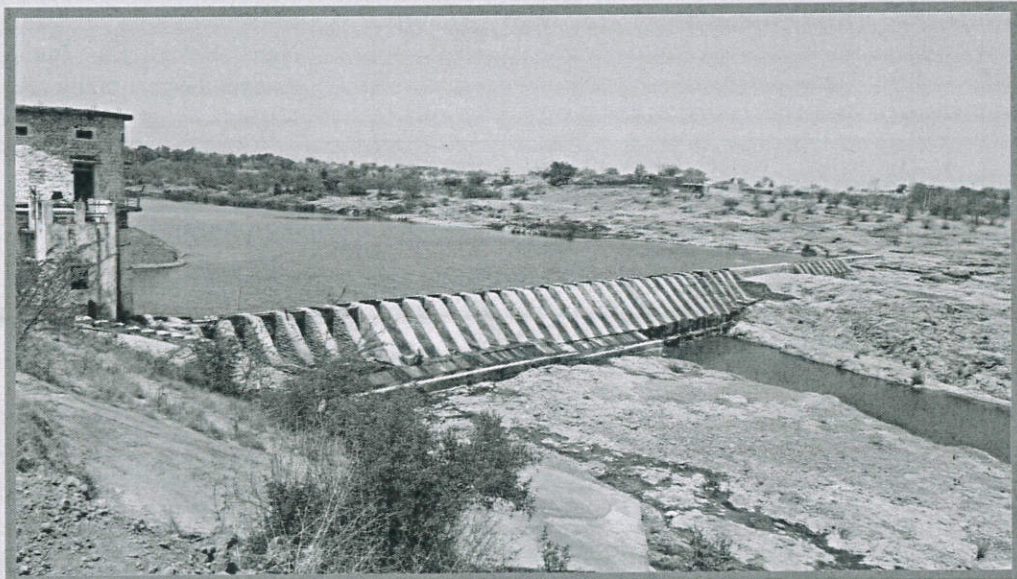


**Work Progress/ Highlights**

- Complete land of main plant and railway siding is under possession.
- Start-up power is available. Power evacuation of Unit-1 thru LILO line till completion of permanent scheme
- Make up water pipe lines of 42 Km is ready and plant reservoir(s) are being charged from Omkareshwar Dam.
- 66 KV transmission line of 41 Km from plant to Omkareshwar for make up water P/H is charged.
- Water treatment plant is commissioned and under operation.
- Fuel oil system is commissioned and LDO is adequately available.
- Chimney U#1 is ready for operation.
- U#1 full load operation completed successfully on 29.09.2019.
- **Railway siding:** Railway siding work (37 Km corridor) track laying completed. Coal being received continuously thru this track. OHE & S&T readiness expected by Dec-19.
- **Ash Dyke :** Bottom ash lagoon is ready for ash disposal.
- **Fly ash disposal:** Long term MOU signed with M/s Ultratech & M/s JK Cement for the sale of fly ash of qty 2055 MT/day & 1100 MT/day respectively.
- **Township:** School, hospital (OPD Block), Guest house and Residential quarters are ready and occupied.



## Proposed Action Plan for Rejuvenation of Kunda River at Khargone



Khargone

**PROPOSED ACTION PLAN FOR REJUVENATION OF KUNDA RIVER POLLUTED STRETCH**

**EXECUTIVE SUMMARY ON PROPOSED ACTION PLANS FOR  
REJUVENATION OF RIVER KUNDA FOR IDENTIFIED POLLUTED RIVER  
STRETCH (Khargone to Khedikhurd)**

S. No.	Description of Item	Details		
1.	Name of the identified polluted river and its tributaries	:	River Kunda	
2.	Is river is perennial and total length of the polluted river	:	No Length about 11 KM	
3.	No of drains contributing to pollution and names of major drains	:	Total 07 drains or Nallas i.e. Ondal Nalla, Implipura Nalla, Kaladeval Nalla, Ganesh Mandir Nalla, Bavadi Bus Stand Nalla, Anand Nagar Nalla & Dalki Nalla	
4.	Whether 'River Rejuvenation Committee (RRC) constituted by the State Govt./UT Administration and If so, Date of constitution of 'RRC'	:	Yes , By M.P. Govt. Environment Dept. Order Dated 02/11/2017 & 29/06/2018	
5.	Major Towns on the banks of the river with population	:	Khargone - 133400 population (Present)	
	a. Total water consumption and sewage generation in MLD	:	Total Water consumption 10 MLD Total Sewage generation 7.3 MLD	
	b. Total no. of existing STPs and the total capacities in MLD	:	STP No. 01 & Capacity 50 KLD	
	c. Gaps in sewage treatment in MLD and no. of towns not having STPs	:	New STP required. 17.6 MLD STP under construction.	
	d. Total MSW generation in TPA	:	MSW approx. 19710 TPA (54 TPD)	
	e. Existing treatment and disposal facilities and total capacity	:	5322 MT Capacity compost Pit installed for wet processing.	
6.	Major industrial estates located with total no. of industries	:	Industrial Estate	No. of Industries
			02 semi-urban I/A for SSI	10 Green Industries. No water polluting Industries.
	a. Total water consumption and total industrial effluent generation in MLD	:	Industrial effluent generation - NIL	





Khargone Super Thermal Power Project (2 X 660 MW)

**KHARGONE**

**Annexure-5**

**Water withdrawal data at NTPC Khargone STPP  
from Omkareshwar Dam on Narmada River**

Month	Start date	Finish date	Days	Water Drawn, M3
Apr'19	01-04-19	30-04-19	30	491002
May'19	01-05-19	31-05-19	31	116935
Jun'19	01-06-19	30-06-19	30	189415
Jul'19	01-07-19	31-07-19	31	131612
Aug'19	01-08-19	31-08-19	31	191888
Sep'19	01-09-19	30-09-19	30	435906
Total Water Drawn, M3				1556758

