

**UNDERTAKING (to be filled in Rs 100 non-judicial stamp paper)**

This Deed of undertaking is made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) by \_\_\_\_\_ a company registered under the Companies Act, 1956/ Registered partnership Firm/ Sole Proprietor (whichever applicable), represented by its \_\_\_\_\_ authorized signatory having its registered office at \_\_\_\_\_ (hereinafter called "the manufacturers", which expressions shall unless repugnant to the context or meaning thereof include its successors and assigns) in favour of M/s NTPC Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Core-7, Scope Complex, Lodhi Road, Institutional Area, New Delhi-110003, having one of its project at Kahalgaon STPS, Bhagalpur distt, Bihar(hereinafter called "NTPC Kahalgaon" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

Whereas, as per notification of Ministry of Environment and Forests vide Gazette of India vide SO 2804 (E) dated 03.11.2009 (amendment of original notification dated 14.09.1999) "All coal or lignite based thermal power stations would be free to sell fly ash to the user agencies subject to the following conditions, namely"

- (i) *The pond ash should be made available 'free of any charge on as is where is basis' to manufacturers of bricks, blocks or tiles including clay fly ash product manufacturing unit (s), farmers, the Central and the State Road Construction Agencies, Public Works Department, and to agencies engaged in backfilling or stowing of mines.*
- (ii) *At least 20% of dry ESP fly ash shall be made available free of charge to units manufacturing fly ash or clay-fly ash bricks, blocks and tiles on a priority basis over other users and if the demand from such agencies falls short of 20% of quantity, the balance quantity can be sold or disposed off by the power station as may be possible.*

*Provided that the fly ash obtained from the thermal power station should be utilized only for the purpose for which it was obtained from the thermal power station or plant failing which no fly ash shall be made available to the defaulting users."*

Whereas, we are manufacturers of brick/ block Tile and have submitted our application dt..... to the NTPC for getting our selves registered for issue of Dry Fly Ash for using the same in our Brick/Block/Tiles manufacturing process.

Whereas, in terms of the MOEF Notification, NTPC requested the manufacturer to submit an undertaking for not misusing the fly ash issued by NTPC.

NOW, THEREFORE, THIS UNDERTAKING WITNESSETH AS FOLLOWS:

1. That we hereby undertake that the Dry Fly Ash drawn from NTPC Kahalgaon from time to time shall exclusively be used for the purpose of manufacturing of Bricks/Blocks/ Tiles as mentioned in our application dated \_\_\_\_\_ and shall not be diverted/used to any other purpose or to anybody else.
2. That in case of any report of misuse of Fly Ash drawn from NTPC Kahalgaon or whenever it comes to the knowledge of NTPC Kahalgaon Authorities, we undertake unconditionally that NTPC Kahalgaon can stop the issue of Fly Ash to our Company/Firm.
3. We understand that the permission to lift fly ash is purely tentative and can be revoked at any time without any prior intimation/notice depending upon NTPC policies and Government rules and regulations made in this regard from time to time. We also understand that NTPC Kahalgaon does not assure/guarantee any fixed quantity/ quality of fly ash but the same shall be given as per the availability at NTPC Kahalgaon. Hence we also undertake that we shall not claim whatsoever in this regard.
4. We shall make our own arrangements for transporting Ash through our duly authorized transporter with signature attested. Alternately, we shall intimate the vehicle numbers, in writing, which will carry ash to our works from NTPC in order to obtain security permission and accordingly authorize our representative with signature attested for collecting gate passes.
5. We undertake to obtain gate passes during general shift office hours through our representative.
6. We shall deposit a refundable interest free security amount of `10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of NTPC Ltd Kahalgaon payable at Kahalgaon towards rectification/cost of damages if occurred to NTPC property.
7. We understand that NTPC is at liberty to suspend and stop issue of fly ash at its own discretion without assigning any reasons.
8. We understand that permission for lifting of fly ash is being given to us for a bonafide purpose mentioned in our application only failing which our company/firm shall be treated as defaulting user and no fly ash shall be made available to us.
9. We undertake that NTPC shall not be held responsible in any way, either legally or financially for any accidents caused to the laborers, transporters, drivers & cleaners being engaged by us & also caused to any third party, either within or outside the NTPC factory premises. In case of happening of any such events, no liability, whatsoever, shall be

fastened on NTPC and we undertake to indemnify and keep indemnified NTPC against all such claims that may be brought against NTPC for such incidents.

10. In the event of occurrence of such incident as mentioned at SI No 7 above, we undertake to pay the statutory compensations and ensure to fulfill other related obligations as per relevant Laws.
11. We undertake to abide by the security rules and regulations of NTPC and further undertake to abide by the rules laid by NTPC towards Entry/ Exit systems for our Vehicles/ Personnel.
12. We understand that we shall load fly ash only in closed container/ bulker and NTPC may disallow closed container/ bulker resorting to overfilling. We shall take all necessary action to avoid any dust emissions from the container/ bulker during transportation.
13. We undertake to ensure the safety and security of men and material of NTPC Kahalgaon and further undertake to indemnify NTPC towards any loss or damage caused in this regard.
14. We understand that in case of tanker/ bulker deployed for lifting of fly ash a cleaner/ helper shall invariably accompany the driver from factory gate to the loading point and return for helping in positioning of the vehicle. In case of absence of cleaner/helper in this regard NTPC shall be at liberty to disallow entry of the said tanker/ bulker into its factory premises. We undertake to submit personal verification documents as required by NTPC for permission for entry into the factory premises.
15. We undertake that all the vehicles provided by our transporters for lifting the fly ash from NTPC Kahalgaon strictly fulfills all the requirements laid down under the Motor Vehicles Act and Factories Act.
16. We shall strictly ensure that our vehicles shall refrain from over speeding within the NTPC Factory premises and shall adhere to the speed limit of 15 KMPH, we undertake to park the Vehicles only at the designated parking places and not at any other places. We shall adhere to blow of reverse horn while reversing the vehicle. We understand that our laborers, transporters, drivers & cleaners shall not resort to washing of vehicles/ clothes in the Factory premises and shall not use the Factory premises for bathing or sleeping.
17. We undertake that our laborers, transporters, drivers & cleaners or our personnel shall only be present at the ash issue/loading area and shall not stay/loiter unauthorized in any other locations in the factory area.

In case any of our persons are found in unauthorized locations except the designated places, NTPC may take suitable action as deemed fit and proper.

18. We undertake to submit monthly receipts of fly ash and brick/ block/ tiles production data of previous month by 7th of every succeeding month and quarterly VAT return copy by 15th day of every succeeding quarter failing of which our company/firm shall be treated as defaulting unit and in such case issuing of fly ash would be stopped.

19. That we shall undertake to make advance payments to NTPC Kahalgaon towards any statutory duties/taxes levied on free fly ash from time to time, as per rule, if NTPC Kahalgaon decides to collect so.

IN WITNESS WHEREOF, the manufacturer has hereunto set its hand through its authorized representative Sri \_\_\_\_\_ on the day month and year herein before mentioned.

Signature of the authorized representative  
Of the Manufacturer

WITNESSES:

**1)**

Signature:

Name:

Occupation:

Full Address:

**2)**

Signature:

Name:

Occupation:

Full Address: