

**OFFICE OF THE ENGINEER-IN-CHIEF, WATER RESOURCES,
ODISHA, SECHA SADAN, BHUBANESWAR**

File No. WS-IWS- 742 /2019 21038 Date 05.08.19

From,

Er. Akshya Kumar Banerjee,
Engineer-in- Chief, Water Resources.

To,

The Principal Secretary to Govt.,
DoWR, Rajiv Bhawan,
Bhubaneswar.

Sub: - Online application No. 2019031441000031 of M/s Jindal Coke Ltd.(JCL), Kalinganagar, Dist-Jajpur for allocation of operational water of 0.30 cusec from Brahmani river received through GO-SWIFT portal.

Sir,

M/s Jindal Coke Ltd. has applied online for operational water of 0.30 cusec from Brahmani river. It is to state that M/s Jindal Coke Ltd. & M/s Jindal United Steel Ltd. were integral to M/s Jindal Stainless Ltd. and now separate units have been formed through process of demerger being approved by the Hon'ble High Court of Panjab & Haryana. The demerger proposal has also been acknowledged by the Department of Steel & Mines, Odisha. Undivided M/s Jindal Stainless Ltd. (JSL) has been allocated with 12.262 cusec of water from river Brahmani vide DoWR order No. 26166 dt. 09.11.2016. M/s Jindal Stainless Ltd.(JSL) has given their consent vide letter dated 01.07.2019 that JSL is willing to share 0.80 cusec of water with M/s Jindal United Steel Ltd. (0.50 cusec) & M/s Jindal Coke Ltd. (0.30 cusec) from their allocated quantity of 12.262 cusec. After sharing of 0.80 cusec of water, allocation of M/s Jindal Stainless Ltd. shall be reduced to 11.462 cusec. The 89th WAC held on dt. 26.07.2019 has also opined to recommend the case of M/s Jindal Coke Ltd. to draw 0.30 cusec from river Brahmani from common infrastructure / drawal system with installation of separate flow meter.

In the view of the above facts, it is recommended that M/s Jindal Coke Ltd. may be allocated with 0.30 cusec of water from river Brahmani from common infrastructure / drawal system with installation of separate flow meter along with following terms and conditions.

TERMS AND CONDITIONS

1. M/s Jindal Coke Ltd. shall make suitable arrangement to take the water from the Government water source at which it will be supplied. M/s Jindal Coke Ltd. shall not use the water supplied to him for any purpose other than that which is specified in the schedule.
2. If the water rate/license fees for the aforesaid quantity of water or any part thereof, is not paid on or before the date specified in agreement it shall become payable at once (unless the Government sanctions for special reason an extension of time) and M/s Jindal Coke Ltd. and the sureties shall be liable jointly and severally to pay the same with compound interest at the rate of two percent *per mensem* from the date of default. All amount due to the Government under terms of these presents shall if not paid in time, be recoverable as a public demand under the Orissa Public Demands Recovery Act, 1962.
3. (i) M/s Jindal Coke Ltd. shall be liable for criminal and civil action if by drawal of water, the rights of any third party are affected and shall indemnify the Government against all claims for damage preferred by person or persons affected by the permission granted.
(ii) M/s Jindal Coke Ltd. shall not without prior permission in writing from the Government, lay pipeline on Government or communal lands. If the pipe lines have to pass through Government lands permission of the Government for this

shall be taken separately which may be granted subject to the protection of rights of Government or community, as the case may be.

(iii) M/s jindal Coke Ltd. shall not draw or lift water more than the quantity mentioned in the requisition or order and not exceeding the volume mentioned in the Schedule except with the prior approval of the Government. The Executive Engineer shall assess the fees to be charged as per Unit quantity of water drawn or allocated whichever is higher. If drawal is more than the allocation, a penal rate at six times the rate specified in Schedule III shall be charged on the quantity of excess drawal, in addition to the normal bill on allocated quantity. The excess drawal is permissible for a maximum period of six months, within which licensee shall have to apply for a higher allocation of water with reason where the licensee fails to so apply for such higher allocation or where the licensee is refused for such higher allocation, the agreement shall be liable to cancellation and the water supplied shall be stopped thereafter.

(iv) The permission granted shall not be deemed to exempt M/s jindal Coke Ltd. from liability to payment of water charges lawfully assessable at the rate as may be prescribed by Govt. from time to time.

v) Government reserves the right to suspend or cancel the permission in case of violation of any of the covenants.

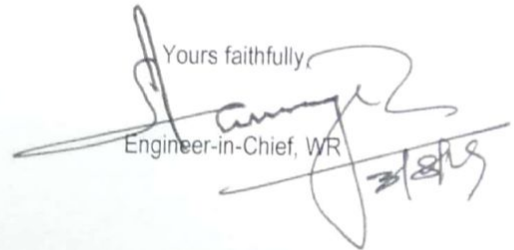
4. M/s jindal Coke Ltd. at his own cost shall install a Flow Meter or a suitable measuring device for measurement of water drawn or lifted by him from the Govt. water source as per the procedure laid down in rule 23-A(b). The Executive Engineer shall visit the location of drawal or lifting of water, verify the quantities of water drawn or lifted by M/s jindal Coke Ltd. and ensure such control as may be necessary for administering the drawal or lifting of water. Assessment of water rate shall be made as per the quantity of water drawn or allocated whichever is higher. In case of any defect or non-functioning of the Flow Meter, the licensee shall bring the fact to the notice of the Executive Engineer forthwith and take appropriate steps to remove the defects in the Meter or for replacement thereof within a period of three months and in such cases the fees shall be charged on the quantity of water allocated for the said period of three months or till the defect in the Meter is removed or the Meter replaced, as the case may be whichever is earlier, and where the licensee fails to bring the defect or non-functioning of the Meter to the notice of the Executive Engineer or fails to remove the defects in the Meter or to replace the same, as the case may be, within a period of three months, the agreement shall be liable to cancellation and thereafter the water supply shall be stopped.
5. M/s jindal Coke Ltd. shall construct full proof effluent discharge plant before commissioning of the project. For proper test of such effluent there shall be computerized testing system and M/s jindal Coke Ltd. shall give details of effluent discharged in the natural source (in river or nala).
6. For construction of head works and control mechanism i.e, intake well, pump house and other related facilities, M/s jindal Coke Ltd. will get the land leased in their favour through IDCO as is done in respect of any other government land required by the industry. IDCO will make available land on long term lease to M/s jindal Coke Ltd. The continuance of the lease agreement will subject to the condition that the industry shall pay water rates as per prevailing water rate and all other dues of Government and IDCO from time to time.
7. M/s jindal Coke Ltd. would be required to pay 3 (three) months advance water charges in favour of Executive Engineer concerned in shape of Bank Draft or FDR duly discharged by the company as non – interest bearing security deposit and for 9 (nine) months a Bank Guarantee duly pledged in favour of concerned Executive Engineer. Onus of maintaining the Bank Guarantee lies with the company.

8. In case of water supply for M/s Jindal Coke Ltd. is to be met from a common source through a sharing mechanism, such common infrastructure for drawal of water will be constructed, maintained and operated either by IDCO or Special Purpose Vehicle (SPV) after taking due clearance from IDCO. Water will be supplied to Industry by IDCO/SPV and they would also be liable for payment of water rate to the Govt. and will in turn have arrangements as similar therein as clauses (6) and (7) detailed earlier.
9. M/s Jindal Coke Ltd. will not disturb the normal flow of water so that riparian rights in the downstream will be affected and the company shall have no claim on the account.
10. The drawal mechanism for raw water and disposal system of effluent to be established by the industry without disturbing existing eco system and environmental set up.
11. The Rehabilitation and Resettlement Action Plan/ Welfare Action Plan, if so required will be prepared in conformity with the current Orissa Rehabilitation and Resettlement policy and executed by the company at its own cost under the supervision of the Water Resources Department and the Collector of the District.
12. M/s Jindal Coke Ltd. should not claim as a matter of right to get the desired quantity of water during non-monsoon and lean period to meet their full industrial use and the Company has to make adequate storage facility in their own land for supply of water to their plant during such period.
13. The safety design of all the structures lies fully on the company.
14. In case of any dispute / interpretation required, the decision of the Government in Water Resources Department shall be final.
15. Any surplus power from the Captive Power Plant shall be sold by M/s Jindal Coke Ltd. to GRIDCO or any other entity to be notified by the State Government under mutual acceptable terms & conditions.
16. The allocation of water will automatically lapse if the company does not use the water for the purpose applied for within three years of allotment.
17. This agreement shall be valid for a period of three years from the date of execution subject to the renewal of agreement by the Executive Engineer. For renewal of the agreement, the concerned drawee has to apply minimum three months before the expiry of the agreement.
18. If it is found that the industry is drawing water unauthorizedly before signing the agreement/ installation of flow-meter, the Executive Engineer will charge a penal rate at six times the normal rate as provided in Schedule III of the Rule.
19. Government shall be at liberty to review the water allocation unilaterally in case of exigencies.
20. The Executive Engineer or his authorized representative reserves the right to inspect all installations of drawal and disposal mechanism during and after construction including intake structure, flow meter and treatment plant.
21. M/s Jindal Coke Ltd. will have to show clearly in water management plan as to what storage facility the company will create for the lean season and to what extent and how the water is going to be recycled which shall be a part of the project report of the unit.
22. M/s Jindal Coke Ltd. may engage at their own cost consultant(s) experienced in the field to take up field investigations, prepare design and drawing to set up the water supply scheme for drawing water from the Govt. water source for their proposed plant. The actual work will start after approval of the scheme by the competent authority of Water Resources Department who can inspect work during the construction.
23. The exact place for lifting will be decided in consultation with the competent authority of Water Resources Department.

24. Department of Water Resources (DoWR) will not be held responsible for non-availability of water due to dry season, disruption, repair & maintenance of Canal/Reservoir.
25. The agreement to be executed by the Industry/ commercial establishment with local authority/ Executive Engineer must be approved by the DoWR before drawal of water.

ADDITIONAL TERMS & CONDITIONS

26. M/s jindal Coke Ltd. will have to adopt water harvesting, rooftop water harvesting, ground water recharge and recycling of waste water measures in its plant premises as per the approved water management plan.
27. M/s jindal Coke Ltd. shall follow the zero effluent discharge principle and satisfy State Pollution Control Board (SPCB) norms and obtain requisite permissions from the SPCB, Odisha before drawal of operational water.
28. M/s jindal Coke Ltd. shall abide by the conditions laid down by the competent authority of DoWR during approval of scheme of drawal.
29. M/s jindal Coke Ltd. shall undertake water utilization audit in every three years and make the report available for scrutiny by the competent authority of DoWR.
30. License fees shall be charged and collected at the rate as specified in the schedule-III per unit or quantity of water actually drawn or allocated whichever is higher and shall be enhanced at the rate of ten percent per annum with effect from the first day of April.
31. M/s jindal Coke Ltd. shall register the project in the IWCRCM portal within 7 days of entry, after due execution of agreement with the concerned Executive Engineer of DoWR.

Yours faithfully,

Engineer-in-Chief, WR

Q/C