BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,

EASTERN ZONE BENCH, KOLKATA

OA NO. 05 OF 2026 (EZ)

IN THE MATTER OF:

GAURAV SINGH ……………………. APPLICANT

VS.

HINDALCO INDUSTRIES LTD. & ORS. …………..RESPONDENTS

INDEX

Place: - Kolkata

Date:

Ashok Prasad,

Advocate

Counsel for Respondent No. 3

Mobile: 9883069404

Email id:ashokadvhc@gmail.com

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA
OA NO. 05 OF 2026 (EZ)

IN THE MATTER OF:

GAURAV SINGH …………………… APPLICANT

VS.

HINDALCO INDUSTRIES LTD. & ORS. …………..RESPONDENTS

REPLY AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 3 (NOMINATED AUTHORITY, MINISTRY OF COAL, GOVT. OF INDIA)

I, **Arvind Kumar**, son of Shri Shiv Balak Prasad, aged about 56 years, presently working as **Under Secretary** in the Office of the Nominated Authority, Ministry of Coal, Government of India, Fourth Floor, GPOA-3, Africa Avenue, Netaji Nagar, New Delhi-110023, do hereby solemnly affirm and state as under:

1. That I am well conversant with the facts and circumstances of the present case and am duly authorised and competent to swear this affidavit on behalf of Respondent No.3.
2. That I have read and understood the contents of the Original Application and have been advised to file the present Reply Affidavit in response thereto.
3. That save and except those statements which are matters of record or are specifically admitted herein, all the averments, allegations and contentions contained in the Original Application are denied.

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Arvind Kumar

अरविन्द कुमार / ARVIND KUMAR
अवर सचिव / Under Secretary
कोयला मंत्रालय / Ministry of Coal
भारत सरकार / Govt. of India
जीपीओए-3, नेताजी नगर / GPOA-3, Netaji Nagar
नई दिल्ली / New Delhi

I. Brief Background of the Original Application and Nature of Reliefs Sought:

5. That it is respectfully submitted that in the present Original Application, the applicant has raised concerns regarding alleged environmental degradation and safety hazards caused by Hindalco Industries Limited at the Kathautia Coal Mine, Palamau, and has alleged non-compliance with certain specific conditions of the Environmental Clearance.
6. That it is respectfully submitted that the applicant has, inter alia, prayed for the following reliefs:

i. To direct Respondent No.1 (Hindalco Industries Limited) to comply with the conditions of the Environmental Clearance, particularly Specific Condition No. (iv), by undertaking backfilling of pits, removal of overburden dumps from outside the lease area, restoration of topsoil and plantation with native species;

ii. To direct the Ministry of Environment, Forest and Climate Change, Ministry of Coal and the Department of Mines and Geology to ensure compliance and file a joint Action Taken Report;

iii. To impose environmental compensation upon Hindalco Industries Limited under Section 15 of the National Green Tribunal Act, 2010 by applying the "Polluter Pays" Principle;

iv. To pass such further order(s) as this Hon'ble Tribunal may deem fit and proper in the interest of justice and protection of the environment.

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7. That it is respectfully submitted that a perusal of the prayers made in the Original Application would show that no specific or substantive relief has been sought against the present answering respondent.

II. Statutory Role of the Nominated Authority and Allocation of Kathautia Coal Mine:

8. That it is respectfully submitted that the Nominated Authority, constituted under Section 6 of the Coal Mines (Special Provisions) Act, 2015 (hereinafter referred to as the "CMSP Act"), allocated the Kathautia Coal Mine situated in the State of Jharkhand through an auction conducted under Section 4 of the CMSP Act.
9. That it is respectfully submitted that pursuant to the auction, the Coal Mines Development and Production Agreement (CMDPA), containing the terms and conditions governing allocation of the coal mine, was executed on 02.03.2015 between the successful bidder, namely Hindalco Industries Limited ("HIL"), and the Nominated Authority. A copy of the CMDPA dated 02.03.2015 is annexed herewith and marked as **Annexure R-3/1**.
10. That it is respectfully submitted that thereafter, a Vesting Order under Section 8 of the CMSP Act was issued in favour of the successful bidder on 23.03.2015. A copy of the Vesting Order dated 23.03.2015 is annexed herewith and marked as **Annexure R-3/2**.

III. Operational Status of the Coal Mine:

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11. That it is respectfully submitted that mining operations in coal mines are governed by the duly approved Mining Plan, which incorporates the Progressive Mine Closure Plan.
12. That it is respectfully submitted that, as per the information available with the answering respondent, operationalisation of the Kathautia Coal Mine was impeded due to land availability constraints, namely, 344.16 acres identified as Jungle Jhari (deemed forest), 165.85 acres of Government land not handed over and approximately 859.07 acres of private land remaining under litigation.
13. That it is respectfully submitted that the Performance Bank Guarantee furnished by HIL was returned upon achievement of the Production Rated Capacity (PRC) of 0.8 Million Tonnes during the year 2017-18. It is further submitted that no coal production or dispatch has taken place from the Kathautia Coal Mine since December, 2023.

IV. Surrender of Coal Mine and Examination by the Nominated Authority:

14. That it is respectfully submitted that HIL, vide its letter dated 06.06.2025, sought surrender of the coal mine and termination of the CMDPA citing operational constraints and commercial non-viability. A copy of the said letter dated 06.06.2025 is annexed herewith and marked as **Annexure R-3/3**.
15. That it is respectfully submitted that Clause 24.3.1(o) of the CMDPA provides for surrender as one of the events of termination. However, Clause 24.3.3 stipulates that the allottee shall continue to remain liable for all antecedent obligations accrued prior to the effective date of surrender as well as obligations required to be fulfilled thereafter. Clause

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15.1 further mandates that mine closure shall be undertaken strictly in accordance with the approved Mine Closure Plan and applicable laws. Accordingly, the surrender request cannot be processed unless the mine closure obligations are duly examined and satisfied.

16. That it is respectfully submitted that the surrender request is presently under examination in the Office of the Nominated Authority. Comments/No Objection have been sought from the Coal Controller Organisation, Directorate General of Mines Safety, Department of Mines & Geology, Government of Jharkhand and the Forest Department, Government of Jharkhand regarding pending liabilities and statutory obligations.

17. That it is respectfully submitted that, in furtherance thereof, the answering respondent, vide letter dated 27.11.2025, called upon the allottee to submit a Temporary Mine Closure Plan together with a study regarding extraction of the balance reserves to enable the Ministry to take an informed decision on the surrender request. The surrender request shall be considered upon receipt and examination of the said documents. A copy of the letter dated 27.11.2025 is annexed herewith and marked as **Annexure R-3/4**.

V. Para-wise Reply:

18. In reply to paragraphs 1 to 12 of the Original Application, it is respectfully submitted that the contents thereof are matters of record. Hence, no specific comments are called for from the answering respondent.

19. That it is most respectfully submitted that the answering respondent craves leave of this Hon'ble Tribunal to make additional submissions

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and/or file a supplementary affidavit, if so required during the course of the proceedings.

VI. Conclusion

20. That in view of the facts and circumstances stated hereinabove, it is respectfully submitted that the answering respondent has acted strictly in accordance with the provisions of the Coal Mines (Special Provisions) Act, 2015 and the terms and conditions of the Coal Mines Development and Production Agreement. It is further submitted that the issues relating to compliance with the Environmental Clearance conditions do not fall within the statutory jurisdiction of the answering respondent. The surrender request submitted by the allottee is presently under examination in accordance with law and the applicable contractual provisions. Accordingly, the present Reply Affidavit is filed for placing the correct factual position before this Hon'ble Tribunal.

PRAYER

In view of the facts and circumstances stated hereinabove, it is most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

a) Take the present Reply Affidavit on record;
b) Pass such order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case; and
c) Exempt the personal appearance of the answering respondent unless specifically directed otherwise by this Hon'ble Tribunal.

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AND FOR THIS ACT OF KINDNESS, THE ANSWERING RESPONDENT SHALL, AS IN DUTY BOUND, EVER PRAY.

Arvind Kumar

DEPONENT

अरविन्द कुमार / ARVIND KUMAR
अवर सचिव / Under Secretary
कोयला मंत्रालय / Ministry of Coal
भारत सरकार / Govt. of India
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VERIFICATION

Verified at **New Delhi** on this ___ day of **June, 2026**, that the contents of paragraphs 1 to 20 of the above affidavit are true and correct to my knowledge and belief, no part thereof is false and nothing material has been concealed therefrom.

01 JUL 2026

Arvind Kumar

DEPONENT

अरविन्द कुमार / ARVIND KUMAR
अवर सचिव / Under Secretary
कोयला मंत्रालय / Ministry of Coal
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NOTARY
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DELHI
Regn. No. 17813
GOVT. OF INDIA

ATTESTED
NOTARY PUBLIC
DELHI (INDIA)

01 JUL 2026

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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सत्यमेव जयते

Certificate No.	:	IN-DL74536091939379N
Certificate Issued Date	:	02-Mar-2015 10:55 AM
Account Reference	:	IMPACC (CR)/ dl835310/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL83531046069658975403N
Purchased by	:	HINDALCO INDUSTRIES LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	HINDALCO INDUSTRIES LIMITED
Second Party	:	NOMINATED AUTHORITY MINISTRY OF COAL GOVT OF INDIA
Stamp Duty Paid By	:	HINDALCO INDUSTRIES LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

THE COAL MINE DEVELOPMENT AND PRODUCTION AGREEMENT BY AND BETWEEN THE PRESIDENT OF INDIA AND M/S HINDALCO INDUSTRIES LIMITED IN RESPECT OF KATHAUTIA COAL MINE

This Stamp-paper forms an integral part of this deed of Coal Mine Development and Production Agreement.

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Govt. of India M/o Coal Nominated Authority

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This Coal Mine Development and Production Agreement is made by and between following:

PARTIES:

1 **The President of India**, acting through the Central Government represented by the Nominated Authority appointed under Section 6 of the Coal Mines (Special Provisions) Ordinance, 2014) read with Coal Mines (Special Provisions) Second Ordinance, 2014 (the "**Nominated Authority**").

2 **Hindalco Industries Limited** incorporated in India under the Companies Act, 1956 with corporate identity number L27020MH1958PLC011238, whose registered office is at Century Bhavan, 3rd Floor, Dr. Annie Besant Road, Worli, Mumbai-400030, India and principal place of business is at Aditya Birla Centre, 3rd Floor, B Wing, S.K. Ahire Marg, Worli, Mumbai-400030 (the "**Successful Bidder**").

BACKGROUND:

A. The Supreme Court of India through its judgment dated August 25, 2014 read with its order dated September 24, 2014 (collectively the "**Supreme Court Judgment**") had cancelled allotment of 204 coal blocks.

B. Subsequent to the Supreme Court Judgment, the Coal Mines (Special Provisions) Ordinance, 2014 read with Coal Mines (Special Provisions) Second Ordinance, 2014 (collectively the "**Ordinance**") were promulgated and the Coal Mines (Special Provisions) Rules, 2014 (the "**Rules**") were framed for auction and allotment of all blocks which were subject to cancellation pursuant to the Supreme Court Judgment.

C. The Coal Mine (*as defined in Clause 1.1.15*) was included in the list of such 204 coal blocks and accordingly, its allotment to the Prior Allottee (*as defined in Clause 1.1.39*) was cancelled pursuant to the Supreme Court Judgment, with effect from the 'appointed date' (as defined in the Ordinance).

D. Thereafter, the Central Government issued an order under Rule 8(2) of the Rules, dated December 18, 2014, as amended, to the Nominated Authority for auction of the Coal Mine pursuant to Section 4(1) of the Ordinance. In such order, production of iron and steel, cement and generation of power for captive use, was the Specified End Use with respect to the Coal Mine.

E. Pursuant to a tender process conducted in accordance with the Ordinance, the Rules, the Tender Document, dated December 27, 2014 and receipt of a direction from the Central Government under Rule 10(10) of the Rules, the Successful Bidder has become entitled to enter into an agreement with the Nominated Authority pursuant to Rule 13(5) of the Rules with respect to allocation of the Coal Mine to the Successful Bidder for use in the Specified End Use Plant (*as defined in Clause 1.1.43*).

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F. Accordingly, the Nominated Authority and the Successful Bidder are entering into this Agreement with respect to matters related to allocation of the Coal Mine, including without limitation development of the Coal Mine and production and utilisation of coal from the Coal Mine.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1. Definitions

1.1.1. "**Agreement**" means this Coal Mine Development and Production Agreement and all attached annexure, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement.

1.1.2. "**Agreement Date**" shall mean the date on which execution of this Agreement by both the Successful Bidder and the Nominated Authority is completed.

1.1.3. "**Anti Corruption Laws**" shall have the meaning given to such expression in Clause 16.1(a).

1.1.4. "**Anti Corruption Policy**" shall have the meaning given to such expression in Clause 16.1(d).

1.1.5. "**Applicable Law**" shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or court or other law, rule or regulation approval from the relevant Governmental Authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

1.1.6. "**Appropriation Event**" shall have the meaning given to such expression in Clause 6.2.1.

1.1.7. "**Arrangement**" shall have the meaning given to such expression in Clause 8.3.1.

1.1.8. "**Arrangement Application**" shall have the meaning given to such expression in Clause 8.3.1.

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1.1.9. "**Authorised Representative**" shall have the meaning given to such expression in Clause 4.4.

1.1.10. "**Business Day**" shall mean a day which is not a Saturday, Sunday or any other day declared as a public holiday by the Central Government.

1.1.11. "**Central Government**" shall mean the Government of India, acting through the Ministry of Coal.

1.1.12. "**CIL**" shall mean Coal India Limited (a Government of India undertaking).

1.1.13. "**CIL Notified Price**" shall mean the prevailing notified price of relevant grade(s) of coal by CIL or any of its subsidiaries, as may be territorially relevant to the Coal Mine, as on the date of sale of coal.

1.1.14. "**Claim**" shall have the meaning given to such expression in Clause18.3.

1.1.15. "**Coal Mine**" shall mean the coal mine as more particularly described in SCHEDULE A.

1.1.16. "**Companies Act**" means the Companies Act, 1956 or the Companies Act, 2013, as applicable, as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.1.17. "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

1.1.18. "**Commencement Plan**" shall have the meaning given to such expression in Clause 5.1.

1.1.19. "**Designated Bank Account**" shall mean the following bank account of the Nominated Authority:

Name of the bank: State Bank of India
Account number: 34751521903
Name of the account holder: Nominated Authority, Ministry of Coal, Government of India
IFSC Code: SBIN0030203

1.1.20. "**Diversion Notice**" shall have the meaning given to such expression in Clause 8.4.1.

1.1.21. "**Efficiency Parameters**" shall have the meaning given to such expression in Clause 10.1.

1.1.22. "**Eligibility Conditions**" shall mean the eligibility conditions specified in the Ordinance and the Rules including all the eligibility conditions listed in Clause 4.1 of the Tender

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Document.

1.1.23. "**Encumbrances**" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

1.1.24. "**Governmental Approval**" means any authorization, approval, consent, licence or permit required from any Governmental Authority.

1.1.25. "**Governmental Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

1.1.26. "**Event of Force Majeure**" shall have the meaning given to such expression in Clause 23.1.

1.1.27. "**Final Price Offer**" shall mean an amount equal to INR 2860 (Indian Rupees Two Thousand Eight Hundred and Sixty) per Tonne of coal, based on which the Successful Bidder was declared successful in the tender process for the Coal Mine.

1.1.28. "**Good Industry Practice**" means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances.

1.1.29. "**Indemnified Party**" shall have the meaning given to such expression in Clause18.1.

1.1.30. "**JV Partners**" shall have the meaning given to such expression in Clause 13.2.1.

1.1.31. "**Mine Plan**" shall mean a plan which has been approved in accordance with the Applicable Laws in relation to the Coal Mine.

1.1.32. "**Mining Lease**" shall have the meaning given to such expression in Clause 5.3.1.

1.1.33. "**Monthly Payment**" shall have the meaning given to such expression in Clause 9.1.1.

1.1.34. "**Ordinance**" shall have the meaning given to such expression in Clause B of the

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Background.

1.1.35. "**Other Plants**" shall have the meaning given to such expression in Clause 8.4.1.

1.1.36. "**Parties**" means and refers to the Nominated Authority and the Successful Bidder collectively and "**Party**" refers to any one of them.

1.1.37. "**Performance Security**" shall have the meaning given to such expression in Clause 6.1.1.

1.1.38. "**Person**" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization.

1.1.39. "**Prior Allottee**" shall have the meaning given to it in the Ordinance and for the purposes of the Coal Mine, the Prior Allottee shall be Usha Martin Ltd. incorporated in India under the Companies Act with corporate identity number L31400WB1986PLC091621 , whose registered office is at 2A Shakespear Sarani, P S Shakespear Sarani, Kolkata, West Bengal-700071, India.

1.1.40. "**Reference Index**" shall have the meaning given to such expression in Clause 9.2.1.

1.1.41. "**Rules**" shall have the meaning given to such expression in Clause B of the Background.

1.1.42. "**Selectee**" shall have the meaning given to such expression in Clause19.3.3(c).

1.1.43. "**Specified End Use Plant**" shall mean the plant engaged in generation of power for captive use situated at Bargawan, Dist. Singrauli, Madhya Pradesh, India, as prescribed for the Coal Mine under Rule 8(2) of the Rules, as more particularly described in SCHEDULE B

1.1.44. "**State Government**" shall mean the Government of the state where the Coal Mine is located.

1.1.45. "**Substitution Notice**" shall have the meaning given to such expression in Clause19.3.3(b).

1.1.46. "**Supreme Court Judgment**" shall have the meaning given to such expression in Clause A of the Background.

1.1.47. "**Taxation**" (including with correlative meaning, the terms "**Tax**" and "**Taxes**") means (a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Governmental Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added, withholding, payroll, excise and property taxes, together with all interest, penalties and

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additions imposed with respect to such amounts; (b) any liability for the payment of any taxes, assessments and other charges, duties, impositions and similar liabilities by the Successful Bidder as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any taxes, assessments and other charges, duties, impositions and similar liabilities for the payment of any amounts by the Successful Bidder as a result of any express obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement with any other Person with respect to such amounts and including any liability for Taxes of a predecessor entity.

1.1.48. "**Third Party**" means any Person that is not a signatory to this Agreement.

1.1.49. "**Tender Document**" shall have the meaning given to it under the Rules and shall include the Tender Document dated December 27, 2014 for auction of the Coal Mine.

1.1.50. "**Term**" shall have the meaning given to such expression in Clause 24.2.

1.1.51. "**Termination Event**" shall have the meaning given to such expression in Clause24.3.1.

1.1.52. "**Upfront Amount**" shall mean an amount equal to INR 54,77,48,668 (Indian Rupees Fifty Four Crore Seventy Seven Lakh Forty Eight Thousand Six Hundred and Sixty Eight) payable by the Successful Bidder in terms of Clauses 3.1 and 5.2.

1.1.53. "**Vesting Conditions**" shall have the meaning given to such expression in Clause 3.1.

1.1.54. "**Vesting Date**" shall have the meaning given to such expression in Clause 4.3.

1.1.55. "**Vesting Order**" shall have the meaning given to such expression in the Ordinance and the Rules.

1.1.56. "**Warranties**" shall have the meaning given to such expression in Clause 17.1.

1.2. **Interpretation**

1.2.1. Any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement prior to the Agreement Date and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly

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or indirectly replaced;

1.2.2. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.2.3. References to the masculine, the feminine and the neuter shall include each other.

1.2.4. References to a "**company**" shall include a company, corporation or other body corporate, wherever and however incorporated or established.

1.2.5. The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.

1.2.6. A reference to **this Agreement** or **any other document** shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.

1.2.7. A reference to **this Clause** shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.

1.2.8. A reference to a **party** shall include that party's representatives, successors and permitted assigns.

1.2.9. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.

1.2.10. Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement.

1.2.11. A reference to "**in writing**" includes any communication made by letter or fax **but not e-mail** (unless otherwise expressly provided in this Agreement.).

1.2.12. Unless otherwise specified, any reference to a time of day is to Indian Standard Time.

1.2.13. Any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.14. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the

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sense of the words preceding them.

1.2.15. References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.

1.2.16. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. ALLOCATION OF THE COAL MINE

2.1. The Successful Bidder hereby represents and warrants to the Nominated Authority that it has complied with all the terms and conditions of the Ordinance, the Rules, the Tender Document and other Applicable Laws, as were required to be complied with by the Successful Bidder, with respect to tender process for the Coal Mine and the Successful Bidder is eligible in all respects to receive allocation of the Coal Mine. The Successful Bidder also represents and warrants to the Nominated Authority that it is in compliance with all the Eligibility Conditions and would continue to be in compliance with all the Eligibility Conditions during the Term.

2.2. Relying on the representations and warranties of the Successful Bidder and the information, documents and other undertaking provided by the Successful Bidder, including the Warranties provided under Clause 17, the Nominated Authority is pleased to enter into this Agreement with the Successful Bidder for allocation of the Coal Mine to the Successful Bidder subject to terms and conditions specified in this Agreement.

3. CONDITIONS FOR VESTING

3.1. Vesting Conditions

The issuance of the Vesting Order in favour of the Successful Bidder shall be subject to satisfaction of the following conditions (collectively the "**Vesting Conditions**"):

(a) the Successful Bidder continuing to be in compliance with all the Eligibility Conditions;

(b) the Successful Bidder having paid the first instalment of the Upfront Amount, in accordance with Clause 5.2.1;

(c) the Successful Bidder having furnished the Performance Security;

(d) the Successful Bidder having deposited an amount equal to INR 13,81,01,731 (Indian Rupees Thirteen Crore Eighty One Lakh One Thousand Seven Hundred and Thirty One), being the Fixed Amount (*as defined in the Tender Document*), in the Designated Bank Account. It is clarified that any upward revision in the Fixed Amount on a subsequent date by the Government ~~or~~ the Nominated Authority

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consequent to any process or on the orders of any competent court of law, shall also be payable by the Successful Bidder;

(e) only in the event that the Successful Bidder is a Prior Allottee for the Coal Mine or any other Schedule I coal mine (as defined in the Ordinance), the Successful Bidder having paid the Additional Levy within the due date for payment of such Additional Levy as specified in Rule 18 of the Rules; and

(f) The Successful Bidder having provided a written intimation to the Nominated Authority in substantially the same form as provided in SCHEDULE C regarding: (i) the movable property which the Successful Bidder has not negotiated to own or utilise and which it intends to move and store under Section10(4) of the Ordinance; (ii) the contracts which the Successful Bidder is desirous of adopting under Section 11(1) of the Ordinance, including contracts with secured creditors; and matters incidental thereto.

3.2. **Completion of Vesting Conditions and Notice**

3.2.1. Upon satisfaction of each of the Vesting Conditions specified in Clause 3.1, the Successful Bidder shall provide a written notice to the Nominated Authority in substantially the same format as provided in SCHEDULE D (the "**Completion Notice**")

3.2.2. In the event the Successful Bidder does not provide a Completion Notice with respect to each of the Vesting Conditions listed in Clauses 3.1(a); 3.1(b); 3.1(c); 3.1(d); 3.1(e)(in cases where the Successful Bidder is a Prior Allottee for the Coal Mine or any other Schedule I coal mine (as defined in the Ordinance)) and Clause3.1(f) within 18 days of the Agreement Date, then the Nominated Authority may terminate this Agreement without incurring any liability whatsoever by providing a written notice to the Successful Bidder. It is clarified that in such event the Successful Bidder shall not be entitled to receive the Vesting Order and the Nominated Authority shall be entitled to dispose the Coal Mine in the manner provided in the Ordinance and the Rules, including through re-auction/re-allotment or through appointment of a designated custodian.

3.2.3. If the Successful Bidder does not provide a Completion Notice with respect to 3.1(f) and fails to provide a written intimation in substantially the same form as provided in SCHEDULE C within 18 days of the Agreement Date, then it shall be deemed that the Successful Bidder is not desirous of owning or utilising any movable property or continuing any contract. In such cases, without prejudice to Clause 3.2.2, the Nominated Authority may elect to issue the Vesting Order without including aforementioned particulars in the Vesting Order; if all other Vesting Conditions have been satisfied by the Successful Bidder and corresponding Completion Notice have been provided to the Nominated Authority.

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4. THE VESTING ORDER

4.1. Upon receipt of the Completion Notice evidencing compliance with each of the applicable Vesting Conditions, the Nominated Authority may issue the Vesting Order, subject to the Ordinance, the Rules, the Tender Document and other Applicable Laws, in the manner provided in this Clause 4.

4.2. The Vesting Order shall be issued by the Nominated Authority in substantially the same format as specified by the Central Government.

4.3. Prior to issuance of the Vesting Order, the Nominated Authority shall provide a written notice to the Successful Bidder specifying the date of the Vesting Order (the "**Vesting Date**") and the date and time on which and place from where the Vesting Order may be collected by the Successful Bidder.

4.4. The Successful Bidder shall depute an authorised representative of the Successful Bidder ("**Authorised Representative**") to receive the Vesting Order on behalf of the Successful Bidder on the date, time and place specified by the Nominated Authority under Clause 4.3.

4.5. The Authorised Representative shall be provided the Vesting Order in duplicate and shall be required to acknowledge the receipt of the Vesting Order. In the event, the Authorised Representative is not present on the date and time specified by the Nominated Authority under Clause 4.3, then the Nominated Authority shall dispatch the Vesting Order by registered post with acknowledgment due, to the registered office of the Successful Bidder.

4.6. The Successful Bidder shall, within seven Business Days of the receipt of the Vesting Order through the Authorised Representative or through registered post, as the case may be, sign and return the duplicate copy of the Vesting Order in acknowledgement thereof. In the event the duplicate copy of the Vesting Order duly signed by the Successful Bidder is not received by the aforementioned date, the Nominated Authority may, unless it consents to extension of time for submission thereof, appropriate the Performance Security and other payments made by such Successful Bidder as damages and also terminate this Agreement and cancel and withdraw the Vesting Order.

5. POST VESTING OBLIGATIONS

5.1. Commencement Plan

5.1.1. Within 30 Business Days of the date of the Vesting Order, the Successful Bidder shall be required to submit a detailed plan (the "**Commencement Plan**") towards commencement of mining operations at the Coal Mine. The Commencement Plan shall include all actions that the Successful Bidder may be required to perform to commence mining operations at

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the Coal Mine and shall include such information as may be required by the Nominated Authority, including without limitation, information regarding the following:

(a) the Governmental Approvals, including Mining Lease which shall be required for commencement of mining operations at the Coal Mine and the time within which the Successful Bidder would make applications for such Governmental Approvals; and

(b) revisions to the Mine Plan if any, as may be proposed by the Successful Bidder.

5.1.2. The Commencement Plan shall be prepared by the Successful Bidder to ensure strict compliance with the Efficiency Parameters.

5.2. **Payment of the Upfront Amount**

5.2.1. *First Instalment of fifty per cent*

The first instalment of fifty per cent of the Upfront Amount being an amount equal to INR 27,38,74,334 (Indian Rupees Twenty Seven Crore Thirty Eight Lakh Seventy Four Thousand Three Hundred and Thirty Four), shall be deposited by the Successful Bidder in the Designated Bank Account in the manner provided in Clause 3.1(b) as a Vesting Condition.

5.2.2. *Second Instalment of twenty five per cent*

The second instalment of twenty five per cent of the Upfront Amount being an amount equal to INR 13,69,37,167 (Indian Rupees Thirteen Crore Sixty Nine Lakh Thirty Seven Thousand One Hundred and Sixty Seven), shall be deposited by the Successful Bidder in the Designated Bank Account, on or prior to expiry of six months from the Vesting Date.

5.2.3. *Third Instalment of twenty five per cent*

The third instalment of twenty five per cent of the Upfront Amount being an amount equal to INR 13,69,37,167 (Indian Rupees Thirteen Crore Sixty Nine Lakh Thirty Seven Thousand One Hundred and Sixty Seven), shall be deposited by the Successful Bidder in the Designated Bank Account, on or prior to expiry of twelve months from the Vesting Date.

5.2.4. *Failure to pay the Upfront Amount*

In the event the Successful Bidder fails to pay the second instalment or the third instalment of the Upfront Amount within the time specified in Clause 5.2.2 or Clause 5.2.3, respectively, then the Nominated Authority shall be entitled to appropriate the Performance Security in the manner stipulated in Clause 6

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(PERFORMANCE SECURITY) and such failure may also result in termination of this Agreement as provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

5.3. **The Mining Lease**

5.3.1. Pursuant to Section 8(4)(b) read with Section 8(8) of the Ordinance, the Successful Bidder shall become entitled to the mining lease with respect to the Coal Mine (the "**Mining Lease**") to be granted by the State Government upon issuance of the Vesting Order.

5.3.2. The Successful Bidder shall promptly upon issuance of the Vesting Order make an application to the State Government for grant of a Mining Lease in the name of the Successful Bidder.

6. PERFORMANCE SECURITY AND APPROPRIATION

6.1. **Performance Security**

6.1.1. The Successful Bidder shall provide an irrevocable and unconditional revolving guarantee from an Acceptable Bank payable at Delhi for an amount equal to INR 2,67,88,80,000 (Indian Rupees Two Hundred Sixty Seven Crore Eighty Eight Lakh and Eighty Thousand) (the "**Performance Security**") in substantially the same form as provided in SCHEDULE F for the performance of its obligations within such time as specified in Clause 3.2.2

6.1.2. The Performance Security shall be an amount which is equal to aggregate of: (a) one year royalty, to be computed on the basis of peak rated capacity of the Coal Mine as per the approved Mine Plan, payable to the relevant State Government with respect to the Coal Mine; and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the Final Price Offer.

6.1.3. In case of any revision in the Mine Plan in accordance with Clause 14, the amount of Performance Security shall be revised accordingly.

6.1.4. In such case, bank guarantee constituting the Performance Security shall be substituted with another bank guarantee of the enhanced value issued in accordance with this Clause 6, within a period of 15 Business Days of receipt of approval for revision to the Mine Plan.

6.1.5. The Performance Security should remain valid until such time when the Coal Mine achieves the annual peak rated capacity.

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6.2. **Events for appropriation of the Performance Security**

6.2.1. The Performance Security may be appropriated by the Nominated Authority upon occurrence of any of the following events (the "**Appropriation Event**"), to be determined by the Nominated Authority in its sole discretion:

(a) failure of the Successful Bidder to provide the duly acknowledged duplicate copy of the Vesting Order as required under Clause 4.6;

(b) failure of the Successful Bidder to make payment of the first instalment, second instalment or the third instalment of the Upfront Amount within the time specified in Clause 3.1(b), Clause 5.2.2 or Clause 5.2.3, respectively;

(c) failure of submission of Commencement Plan within the time specified in Clause 5.1.1

(d) failure of the Successful Bidder to comply with the Efficiency Parameters as required under Clause 10;

(e) any change in Control or transfer of right, title or interest in the Coal Mine which is not in conformity with Clause 13;

(f) failure to make payment of the Monthly Payment in accordance with this Agreement;

(g) any utilisation of coal which is not in conformity with Clause 8; or

(h) any other breach or non-compliance of any of the provisions of this Agreement including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever.

6.2.2. Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure which could not have been mitigated by the Successful Bidder through Good Industry Practice as provided in Clause 23, then the Performance Security shall not be appropriated for such specific Appropriation Event.

6.3. **Manner of appropriation of the Performance Security**

6.3.1. Upon occurrence of an Appropriation Event, to be determined by the Nominated Authority, the Nominated Authority shall have the unconditional right to appropriate the Performance Security by providing a written notice to the Successful Bidder in the following proportion:

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#	Appropriation Event	Amount of the Performance Security to be appropriated
1.	Failure of the Successful Bidder to provide the duly acknowledged duplicate copy of the Vesting Order as required under Clause 4.6	Entire Performance Security.
2.	Failure of the Successful Bidder to make payment of the first instalment, second instalment or the third instalment of the Upfront Amount within the time specified in Clause 3.1(b), Clause 5.2.2 or Clause 5.2.3, respectively	An amount equal to the first instalment, and/or second instalment and/or third instalment of the Upfront Amount together with 12% per annum simple interest on such amount starting from the date on which such amount was due and until the date of appropriation of the Performance Security.
3.	Failure of submission of Commencement Plan within the time specified in Clause 5.1.1	An amount equal to 10% of the Performance Security
4.	Failure of the Successful Bidder to comply with the Efficiency Parameters as required under Clause 10	Such Per cent of the Performance Security for each failure to comply with the Efficiency Parameters as specified in SCHEDULE E.
5.	Any change in Control or transfer of right, title or interest in the Coal Mine which is not in conformity with Clause 13	Entire Performance Security.
6.	Any utilisation of coal which is not in conformity with Clause 8	Entire Performance Security.
7.	Failure of the Successful Bidder to make payment of the Monthly Payment	The amount of Monthly Payment due and payable, along with a simple interest of twelve per cent per annum starting from the date on which such amount was due and until the date of appropriation of the

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#	Appropriation Event	Amount of the Performance Security to be appropriated
		Performance Security.
8.	Any other breach or non-compliance with any of the provisions of this Agreement, including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever.	Such proportion as may be determined by the Nominated Authority in its sole discretion.

6.3.2. Any Appropriation Event resulting in appropriation of the entire Performance Security shall be a Termination Event for the purposes of Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

6.3.3. In the event of a part appropriation of the Performance Security, the Successful Bidder shall be required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Performance Security within fifteen Business Days of receipt of a notice under Clause 6.3.1, failure to do so shall be a Termination Event for the purposes of Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION). Appropriation Event except as mentioned in clause 6.2.1 (d) shall be rectified within seven Business Days of receipt of a notice under Clause 6.3.1.Appropriation Event mentioned in clause 6.2.1 (d) shall be rectified within the time specified in SCHEDULE E.

6.3.4. In the event that on account of one or more Appropriation Events, an amount equal to hundred per cent of the Performance Security is appropriated in aggregate in one or more instances, the same shall be a Termination Event for the purposes of Clause 24(EFFECTIVE DATE, TERM AND TERMINATION).

7. INFORMATION

7.1. In addition to information that may be required to be provided in accordance with Applicable Laws, the Successful Bidder shall provide periodic reports to the Nominated Authority (or such other Governmental Authority as may be specified by the Nominated Authority) regarding mining operations at the Coal Mine, including compliance with the Efficiency Parameters, in accordance with the following provisions:

(a) Pre-Commencement Report

Prior to commencement of mining operations at the Coal Mine, the Successful Bidder shall provide a written intimation ("**Pre-commencement Report**") to the Nominated Authority and the Central Government once every thirty calendar days

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(i) the actions taken by the Successful Bidder towards commencement of the mining operations at the Coal Mine, including compliance with the Commencement Plan;

(ii) any deviations from the Commencement Plan, the reasons for such deviations and the steps taken by the Successful Bidder to rectify such deviation; and

(iii) whether in the opinion of the Successful Bidder, it shall be able to commence mining operations at the Coal Mine within the time mentioned in the Commencement Plan.

The Successful Bidder shall also inform the Nominated Authority in writing within 3 Business Days of receipt of the mine opening permission from the state pollution control board of the relevant State where the Coal Mine is located, if applicable.

(b) ***Commencement Report***

Within three Business Days of the commencement of mining operations at the Coal Mine, the Successful Bidder shall provide a written intimation to the Nominated Authority confirming commencement of mining operations at the Coal Mine (the "**Commencement Report**").

(c) ***Monthly Report***

Subsequent to the Commencement Report, the Successful Bidder shall provide a written intimation ("**Monthly Report**") to the Coal Controller's Organisation within seven Business Days of end of each calendar month comprising: (i) a declaration regarding compliance with the Efficiency Parameters in the immediately preceding calendar month. In the event of a non-compliance with the Efficiency Parameters, complete particulars of the same, including the reasons for such non-compliance, and the corrective steps proposed to be undertaken; and (ii) such other information as may be required to be provided by the Nominated Authority.

(d) ***Yearly Report***

Within seven Business Days of conclusion of the annual general meeting of the Successful Bidder, it shall provide the following information to the Coal Controller's Organisation:

(i) Two certified copies of its balance sheets, cash flow statement and profit

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(ii) such other information as may be required to be provided, by the Nominated Authority.

7.2. The Pre-Commencement Report, the Commencement Report, the Monthly Report and the Yearly Report shall be provided to the Nominated Authority or the Coal Controller's Organisation as attachments to an email addressed to the following e-mail address: (i) nomauthority.moc@nic.in in case of the Nominated Authority; or (ii) coalcont-wb@nic.in in case of the Coal Controller's Organisation. Such attachments must be digitally signed by the Successful Bidder using a Class III digital signature certificate issued by a certifying authority in India.

7.3. The Nominated Authority shall have the right to seek such further information regarding the Pre-Commencement Report, the Commencement Report, the Monthly Report or the Yearly Report and also seek independent verification of the same.

8. UTILISATION OF COAL

8.1. **Utilisation of Coal in the Specified End Use Plant**

Except as otherwise provided in this Clause 8, the coal extracted from the Coal Mine shall be utilised by the Successful Bidder strictly in the Specified End Use Plant; and shall not be utilised for any other purpose whatsoever, either directly or indirectly.

8.2. **Middling or washery rejects**

8.2.1. The Successful Bidder shall adhere to Good Industry Practice with respect to mining of coal and make best efforts to reduce generation of middling or washery rejects and utilise the same in any captive power plant of the Successful Bidder.

8.2.2. Any middling or washery rejects generated from the Coal Mine which cannot be utilised by the Successful Bidder in accordance with Clause 8.2.1 above may be sold by the Successful Bidder. In such case, the Successful Bidder shall maintain separate records for the middling or washery rejects generated, utilised and sold. However, the middling or washery rejects generated from the Coal Mine should in no event, exceed the normative limits.

8.3. **Arrangements for optimal utilisation**

8.3.1. In terms of Section 20 of the Ordinance and Rule 19 of the Rules, the Successful Bidder shall be permitted to enter into arrangements for optimum utilisation of the Coal Mine (the "**Arrangement**"). In the event the Successful Bidder is desirous of entering into an Arrangement, it shall make an application (the "**Arrangement Application**") to the Central Government in accordance with Rule 19 of the Rules.

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8.3.2. The Arrangement Application shall be filed by the Successful Bidder prior to undertaking any Arrangement and no Arrangement shall be given effect to until the Arrangement Application has been approved by the Central Government.

8.3.3. The Arrangement Application shall be made in writing and shall include complete particulars of the proposed Arrangement, including the particulars required to be provided under Rule 19(2) of the Rules i.e. (a) parties to the proposed Arrangement; (b) the proposed Arrangement; (c) the manner in which such Arrangement would achieve optimal utilisation of the relevant coal mines and cost efficiencies.

8.3.4. In the event that the Central Government grants its approval to the Arrangement, then prior to implementation of the Arrangement, the Successful Bidder shall provide to the Central Government duly certified copy of all agreements and other documents related to the Arrangement.

8.4. **Utilisation in any other plant of the Successful Bidder**

8.4.1. In the event that the Successful Bidder is desirous of utilising the coal extracted from the Coal Mine in any other plants of the Successful Bidder or its subsidiary company (in terms of the Companies Act, 2013) engaged in the same specified end use as the Specified End Use Plant ("**Other Plant(s)**") pursuant to Section 20(2) of the Ordinance, then the Successful Bidder shall provide a written intimation ("**Diversion Notice**") to the Central Government.

8.4.2. In accordance with Rule 20(2) of the Rules, the Diversion Notice shall be provided at least thirty Business Days prior to the intended date of such utilisation.

8.4.3. In the event that, upon submission of the Diversion Notice the Central Government seeks further information regarding the aforementioned utilisation, then the Successful Bidder shall provide the same within seven Business Days. The Successful Bidder shall not utilise the coal extracted from the Coal Mine in any Other Plant(s) if: (i) the Central Government determines in its sole discretion that such utilisation is not in accordance with Section 20(2) of the Ordinance or Rule 20(2) of the Rules; or (ii) information regarding compliance with Section 20(2) of the Ordinance or Rule 20(2) of the Rules with respect to such utilisation is not provided to the Central Government in the manner stipulated under this Clause 8.4.

8.4.4. The Diversion Notice shall include complete particulars of the proposed utilisation of coal extracted from the Coal Mine in any Other Plant, including without limitation:

(i) name and address of the Other Plant(s);

(ii) the ownership of the Other Plant(s). It is clarified that such Other Plant(s) should be owned solely by the Successful Bidder or its subsidiary company (in terms of

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the Companies Act, 2013) to be eligible to get coal in terms of Section 20(2);

(iii) the mechanism for transportation of coal from the Coal Mine to the Other Plant(s);

(iv) the requirement of coal of the Other Plant(s); the sources from which such requirement is being met; and the per cent of such requirement being proposed to be met from the Coal Mine; and the manner in which such diversion would affect the Specified End Use Plant originally associated with the Coal Mine.

8.4.5. In the event that coal extracted from the Coal Mine is being diverted to any Other Plant(s) pursuant to this Clause 8.4, then the Successful Bidder or any of its subsidiary company owning such Other Plant(s) shall also be required to adhere to the stipulations under this Agreement with respect to the utilisation of coal from the Coal Mine and the Specified End Use and any Applicable Law.

8.5. **Sale to CIL**

8.5.1. Any coal extracted from the Coal Mine which is in excess of the requirements of coal for the Specified End Use Plant and the Other Plant(s) shall be required to be supplied to CIL at the CIL Notified Price.

8.5.2. Additionally, in case the Successful Bidder is a joint venture company, the Successful Bidder shall be required to supply coal to CIL at the CIL Notified Price in accordance with Clause 13.2.1(b).

8.5.3. It is clarified that for the purposes of sale of coal to CIL, the determination of grade of coal shall be based on joint analysis of coal carried out by the Successful Bidder and CIL. It is further, clarified that the Successful Bidder shall continue to make Monthly Payments with respect to the coal extracted from the Coal Mine as per clause 9 including on the coal sold to CIL.

8.5.4. All Taxes applicable on such sale of coal shall be payable additionally.

9. MONTHLY PAYMENTS AND ESCALATION

9.1. **Monthly Payment**

9.1.1. The Successful Bidder shall be required to make monthly payments with respect to the coal extracted from the Coal Mine on the basis of the Final Price Offer (the "**Monthly Payment**").

9.1.2. The Monthly Payment is required to be made in the Designated Bank Account within 20 calendar days of expiry of each month with respect to coal extracted from the Coal Mine in such calendar month.

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9.1.3. All payments required to be made by the Successful Bidder shall be made net of all applicable Taxes. In the event, Taxes are payable, the Successful Bidder shall gross-up the amount payable and make payment of the aggregate amount.

9.1.4. It is clarified that in addition to the aforementioned payments any royalty payable under Applicable Laws shall be payable additionally.

9.2. **Escalation**

9.2.1. The Monthly Payment shall be subject to an escalation every financial year, on the basis of the Wholesale Price Index (the "**Reference Index**") and the Monthly Payment shall stand increased by the per cent increase of the Reference Index on a year-on-year basis. It is clarified that for the purposes of escalation in a subsequent financial year, the escalated Monthly Payment of the immediately preceding year shall be considered The Reference Index published in April of the relevant financial year shall be used for computing the annual escalation. The subject escalation would be applicable after the issuance of the Vesting Order.

9.2.2. In the event that the failure of the Successful Bidder to make payment of the Monthly Payment exceeds for more than three instances, such non-compliance may also result in termination of this Agreement as provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

10. EFFICIENCY PARAMETERS

10.1. The conduct of mining operations at the Coal Mine shall be subject to the milestones listed in SCHEDULE E (the "**Efficiency Parameters**").

10.2. The Successful Bidder would provide periodic information to the Nominated Authority and the Central Government regarding compliance with the Efficiency Parameters in the manner stipulated in Clause 7 (INFORMATION).

10.3. Any non compliance with the Efficiency Parameters would result in appropriation of the Performance Security in the manner stipulated in Clause 6 (PERFORMANCE SECURITY) and in case where such non-compliance exceeds for more than five instances, such non-compliance may also result in termination of this Agreement as provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

11. GENERAL RIGHTS AND OBLIGATIONS

11.1. **Limited Mining Rights**

The Successful Bidder shall be entitled to receive a Mining Lease for conduct of mining operations only in the Coal Mine, and shall not be entitled to conduct the mining operations in any other area pursuant to this Agreement. The rights granted to the

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Successful Bidder herein to conduct mining operations are exclusive within the Coal Mine. The Government undertakes not to grant any rights to mine coal in the Coal Mine to any Third Party during the Term.

11.2. **Authorisations**

The Successful Bidder shall obtain and maintain all Governmental Approvals required for conducting the mining operations at the Coal Mine and performing its obligations under this Agreement. The Government undertakes, on a no-obligation basis, to expeditiously provide all necessary approvals and assistance for conducting mining operations and as otherwise may be reasonably required by the Successful Bidder in relation to the rights granted to it under this Agreement.

11.3. **Geological and Archaeological Finds**

It is expressly agreed that other than rights to mine for coal (as may be granted under any Mining Lease pursuant hereto), geological or archaeological rights do not form part of the rights granted to the Successful Bidder under this Agreement and the Successful Bidder hereby acknowledges that except in relation to coal (as may be granted under any Mining Lease pursuant hereto), it shall not have any mining rights or interest in the underlying minerals, metals (including gold, silver etc.), gas, oil, fossils, antiquities, structures or other remnants or things either of particular geological or archeological interest and that such rights, interest and property on or under the Coal Mine shall vest in and belong to the Central/ relevant State Government or the concerned Governmental Authority. The Successful Bidder shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Central/ relevant State Government forthwith of the discovery thereof and comply with such instructions as the concerned Governmental Authority may reasonably give for the removal of such property.

11.4. **Health, Safety, Welfare, Social Security and Minimum Wages**

11.4.1. The Successful Bidder shall comply with all Applicable Laws and observe Good Industry Practice for the protection of the general health, safety, welfare, social security and minimum wages of employees engaged at the Coal Mine, including employees of any contractor or sub-contractor and of all other persons having legal access to the area covered by this Agreement.

11.4.2. Without prejudice to the generality of the foregoing, the Successful Bidder shall ensure payment of minimum wages to the employees engaged at the Coal Mine and in related activity including employees of any contractor or sub-contractor.

11.4.3. The Successful Bidder shall install and utilize such recognized modern safety devices and

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observe such recognized modern safety precautions as are provided and observed under Good Industry Practice. The Successful Bidder shall maintain in a safe and sound condition for the duration of this Agreement all infrastructure and equipment constructed or acquired in connection with mining operations and required for ongoing operations.

11.4.4. The Successful Bidder shall train employees engaged at the Coal Mine, including employees of any contractor or sub-contractor and of all other persons having legal access to the area covered by this Agreement, in accordance with the Good Industry Practice.

11.4.5. The Successful Bidder shall construct, maintain, and operate health programs and facilities to serve the employees engaged at the Coal Mine, including employees of any contractor or sub-contractor and of all other persons having legal access to the area covered by this Agreement, which programs and facilities shall install, maintain and use modern health devices and equipment and shall practice modern health procedures and precautions in accordance with Good Industry Practice.

11.4.6. Without prejudice to the generality of the foregoing, in the event the Successful Bidder provides housing, the same shall be built to a standard that provides suitable living environments adequate for health and well-being, and which meet applicable sanitation standards in terms of Good Industry Practice.

12. CONTRACTORS AND SUB-CONTRACTORS

12.1. In the event the Successful Bidder enters into any agreement with any contractor in relation to the mining operations at the Coal Mine, then a duly certified copy of such agreement shall also be submitted to the Nominated Authority within fifteen Business Days of its execution.

12.2. Any Agreement between the Successful Bidder and its contractors shall contain appropriate terms by which the contractor shall acknowledge and comply with the terms of this Agreement and the contractor shall also cause its sub-contractors to acknowledge and comply with the same.

12.3. Nothing in this Agreement shall exempt the Successful Bidder from any and all obligations under this Agreement despite the delegation of such obligations to a contractor or its subcontractors.

13. CHANGE IN CONTROL AND TRANSFER

13.1. Change in Control of the Bidder

13.1.1. Change in Control of the Successful Bidder or any transfer of the Specified End Use Plant along with the rights in relation to the Coal Mine, shall be permissible with prior

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intimation to the Nominated Authority and the Central Government if:

(a) such change in Control does not result in the Successful Bidder becoming non compliant with any of the Eligibility Conditions or the transferee is also compliant with the applicable Eligibility Conditions, as the case may be; and

(b) such change in Control or transfer does not require any prior consent, approval, no-objection certificate or the like under any Applicable Law.

13.1.2. In the event that any change in Control of the Successful Bidder or any proposed transfer of the Specified End Use Plant along with the rights in relation to the Coal Mine requires prior Governmental Approval under any Applicable Laws, then such Governmental Approval shall be granted (in addition to any other requirement under Applicable Law) only if:

(a) the transferee of such right, title or interest or the Successful Bidder subsequent to change of Control, as the case may be, also meets all the applicable Eligibility Conditions; or

(b) the Successful Bidder continues to meet all the applicable Eligibility Conditions as the case may be.

13.2. **Change in Control in case of a joint venture**

13.2.1. In the event, a Bidder is a joint venture company formed by two or more companies (the "**JV Partners**"), which has become eligible for participating in the auction process on account of its JV Partners meeting all the Eligibility Conditions, then:

(a) no change in shareholding (directly or indirectly) of the joint venture company shall be permitted, without the prior approval of the Central Government as may be required under Applicable Laws. Such approval shall be granted only if the new shareholder meets all the applicable Eligibility Conditions;

(b) in the event that, one of the JV Partners becomes ineligible or ceases to operate the Specified End Use Plant or ceases to be a JV Partner, then: (i) the joint venture company may supply coal to the remaining JV Partners subject to the condition that each such remaining JV Partners shall not be entitled to receive coal in excess of the requirement of coal for their Specified End Use Plant, based on information provided during the tender process and contained in SCHEDULE Band (ii) coal extracted in excess of the limit specified in sub-clause (i) above shall be required to be supplied at CIL at the CIL Notified Price.

13.2.2. Additionally, in case the Successful Bidder is a joint venture company, it should ensure that each of the JV Partners (i) independently meets all the Eligibility Conditions; and (ii)

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hold at least twenty per cent of voting rights and economic interest in the joint venture company. Failure to comply with such conditions by a particular JV Partner would disentitle such JV Partner to receive any coal from the Coal Mine and in such case provisions of Clause 13.2.1(b) shall apply.

13.3. **Consequences of default**

13.3.1. In the event of any change in Control or any transfer of right, title or interest in the Coal Mine which is not in conformity with this Agreement or any Applicable Law, then in addition to any rights, remedy or consequences as may be applicable under Applicable Laws, the Nominated Authority or the Central Government may, in its sole discretion, appropriate the Performance Security, disqualify the Successful Bidder from participating in any further auction or allotment process conducted by the Nominated Authority; terminate this Agreement; and/or terminate and withdraw the Vesting Order as the case may be.

13.3.2. Any transfer of right, title or interest which is not in conformity with this Agreement or Applicable Laws shall be deemed to be void *ab-initio*.

14. MINE PLAN

14.1. The Mine Plan approved in relation to the Prior Allottee, if any shall also be applicable to the Successful Bidder.

14.2. Upon allocation of Coal Mine, the Successful Bidder may revise the Mine Plan for extraction of more coal as compared to the Mine Plan being subject to revision in accordance with the provisions of Applicable Law and the Agreement.

15. MINE CLOSURE

15.1. Upon exhaustion of the extractable coal reserves at the Coal Mine the Coal Mine shall be closed, in the manner provided in the mine closure plan and Applicable Laws.

16. COMPLIANCE WITH ANTI CORRUPTION LAWS

16.1. **Compliance**

The Successful Bidder and its employees shall at all times during the Term:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Anti Corruption Laws**");

(b) not do, or omit to do, any act that will cause or lead to any breach of any of the Anti Corruption Laws;

(c) promptly report to the Nominated Authority any breach of the Anti Corruption

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Laws by the Successful Bidder in connection with the Coal Mine, the mining operations or performance of this Agreement; and

(d) have and shall maintain in place its own policies and procedures, to ensure compliance with the Anti Corruption Laws ("**Anti Corruption Policy**") and will enforce the Anti Corruption Policy where appropriate.

16.2. **Audit and record keeping**

16.2.1. The Successful Bidder shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Successful Bidder in connection with this Agreement, the development of the Coal Mine, mining operations and matters incidental thereto and the steps taken by the Successful Bidder to comply with the Anti Corruption Laws, and the Anti Corruption Policy. Such records and books of accounts shall be required to be maintained for a period of six years. The Successful Bidder shall ensure that such records and books of accounts are sufficient to enable verification of the Successful Bidder's compliance with its obligations under this Clause 16.

16.2.2. The Successful Bidder shall permit the Nominated Authority and its representatives, to access and take copies of the Successful Bidder's records and any other information held at the Successful Bidder's premises and to meet with the Successful Bidder's personnel to audit the Successful Bidder's compliance with its obligations under this Clause 16. Such audit rights shall continue for three years after termination of this Agreement. The Successful Bidder shall give all necessary assistance to the conduct of such audits during the Term of this Agreement and for a period of three year after termination of this Agreement.

16.3. **Anti Corruption provisions in contracts**

Any contract or arrangements entered into by the Successful Bidder, including without limitation contracts or arrangements with any supplier, contractor, sub-contractor, employees should impose on and secure from the Subcontractor obligations, liabilities, undertakings, warranties, acknowledgements and grants of rights equivalent to those imposed on and secured from the Successful Bidder in this Clause 16, except for the requirement of Anti Corruption Policy in case of contracts or arrangements with natural persons.

17. REPRESENTATIONS AND WARRANTIES

17.1. The Successful Bidder represents and warrants to the Nominated Authority (save as otherwise disclosed to the Nominated Authority in writing), as of the Agreement Date in the manner as detailed in SCHEDULE G ("**Warranties**").

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17.2. None of the representations, warranties and/ or statements contained in this Agreement shall be treated as qualified by any actual or constructive knowledge on the part of the Nominated Authority or the Central Government or any of its respective agents, representatives, officers, employees or advisers.

17.3. In the event that any of the representations or warranties made or given by the Successful Bidder ceases to be true or stands changed, the Successful Bidder shall promptly notify the Nominated Authority of the same. The Successful Bidder hereby waives all its rights to invoke and shall not invoke the Nominated Authority's knowledge (actual, constructive or imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of Warranties or covenant or obligation of the Successful Bidder.

18. INDEMNITIES

18.1. In this clause, a reference to the Nominated Authority shall include the Nominated Authority; the Government of India; any of the departments or ministries of the Government of India; and of the officers, employees, staff, advisors, representatives or agents of the Government of India (collectively the "**Indemnified Party**") and the provisions of this Clause shall be for the benefit of the Indemnified Party, and shall be enforceable by each such Indemnified Party.

18.2. The Successful Bidder shall indemnify the Indemnified Party against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:

(a) any breach of the Warranties

(b) Successful Bidder's breach or negligent performance or non-performance of this Agreement;

(c) the enforcement of this Agreement;

(d) any claim made against the Indemnified Party for actual or alleged infringement of a Third Party's rights arising out of or in connection with mining operations at the Coal Mine or performance or non performance of any of the obligations under this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Successful Bidder, its employees, agents or contractors;

(e) any claim made against the Indemnified Party by a Third Party for death, personal injury or damage to property arising out of or in connection with mining

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operations at the Coal Mine or performance or non performance of any of the obligations under this Agreement;

(f) any loss or damages caused on account of breach of any Applicable Law by the Successful Bidder, including without limitation any costs incurred by the Nominated Authority in cleaning or rectifying of any environmental damages caused by the Successful Bidder on account of, lack of Good Industry Practice; breach, negligent performance or failure or delay in performance of this Agreement; or non-compliance with Applicable Law.

18.3. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), the Indemnified Party shall as soon as reasonably practicable, give written notice of the Claim to the Successful Bidder, specifying the nature of the Claim in reasonable detail.

18.4. Subject to the Successful Bidder providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Successful Bidder may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.

18.5. Payments of the amount of Claim shall become due and payable within thirty Business Days of receipt of notice of Claim. If a payment due from the Successful Bidder under this clause is subject to Tax (whether by way of direct assessment or withholding at its source), the Indemnified Party shall be entitled to receive from the Successful Bidder such amounts as shall ensure that the net receipt, after Tax, to the Indemnified Party in respect of the payment is the same as it would have been were the payment not subject to Tax.

19. ASSIGNMENT, SECURITY FOR FINANCING

19.1. Prohibition on Assignment

19.1.1. Except as provided in this Clause 19, the Successful Bidder shall not assign this Agreement, either directly or indirectly, save and except with the prior consent in writing of the Nominated Authority, which consent the Nominated Authority shall be entitled to decline without assigning any reason.

19.1.2. Subject to compliance with provisions of Clause 19.2, this Agreement may be assigned by the Successful Bidder in the following events:

(a) upon occurrence of a change in Control or transfer which is permissible in terms of Clause 13, to the transferee; or

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(b) upon occurrence of an enforcement event, to a transferee as may be determined by a bank or financial institution in terms of Clause 19.3.

19.2. **Assignment Conditions**

Assignment of this Agreement shall also be subject to the following conditions precedent:

(a) the proposed assignee must meet the applicable Eligibility Conditions;

(b) the proposed assignee must agree to unconditionally and irrevocably adhere to the provisions of this Agreement and must enter into a deed of adherence in the manner as prescribed by the Nominated Authority;

(c) the proposed assignee must have furnished the Performance Security, to substitute any subsisting Performance Security provided by the Successful Bidder;

(d) the proposed assignee must have paid any other amount due from the Successful Bidder and agree to indemnify and hold the Nominated Authority harmless in all respects against any claims from any Third Party or the Successful Bidder with respect to such assignment.

19.3. **Security for financing, enforcement Event**

19.3.1. Subject to Applicable Laws, the Successful Bidder shall be entitled to create security over the Coal Mine through mortgage for the purposes of availing financing from a bank or financial institutions for the purposes of financing of the Specified End Use Plant or mining operations at the Coal Mine and such security creation shall not require prior approval by the Nominated Authority or the Central Government. It is clarified that the Successful Bidder shall be permitted to enter into any agreement with bank or financial institutions with respect to assignment of this Agreement in terms of this Clause 19 and in such case the assignment conditions mentioned in clause 19.2 shall not be applicable and the conditions specified in Clause 19.3 shall be applicable.

19.3.2. The Successful Bidder shall keep the Nominated Authority promptly informed about: (i) any default in its obligation under any arrangement with any bank or financial institution; (ii) any security interest created over the Coal Mine; and (iii) any action initiated by the bank or financial institution regarding enforcement of security.

19.3.3. In the event of a default, the banks or financial institutions, as the case may be shall be entitled to enforce their security interest, provided that the conditions listed in Clause 19.2 are met, in the manner provided below:

(a) the security interest shall be exercised in accordance with the provisions of Applicable Laws and any inter-se agreement between the secured creditors, if

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(b) the lead secured creditor (in case of consortium lending) or the secured creditor with the highest exposure (in case of multiple banking), shall be entitled to seek a substitution of the Successful Bidder by providing a written notice (the "**Substitution Notice**") to the Nominated Authority;

(c) the Substitution Notice shall contain complete particulars of the proposed transferee (the "**Selectee**"), particulars of compliance of the Selectee with all the Eligibility Conditions, particulars of the debt due and such data and information as would be necessary and relevant for the Nominated Authority to decide as to the acceptability of the Selectee;

(d) the Nominated Authority may require such other information as it may deem fit regarding the suitability of the Selectee to receive rights and obligations with respect to the Coal Mine;

(e) the Substitution Notice must be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by the Nominated Authority observe, comply with, perform and fulfil the residual terms, conditions and covenants of this Agreement as if the Selectee had been the Successful Bidder under this Agreement and to assume, discharge and pay the debt due on the terms and conditions agreed to by the Selectee with the secured creditors. The Selectee shall also undertake to enter into such documents and agreements with Nominated Authority as may be necessary or required to give effect to the substitution of the Successful Bidder by the Selectee;

(f) the Nominated Authority shall convey its acceptance or otherwise of the Selectee within sixty Business Days of (a) the date of receipt of the Substitution Notice; or (b) the date of receipt of the additional information and clarifications requested in respect of any data, particulars or information comprised in the Substitution Notice, whichever is later.

(g) In the event that the Nominated Authority fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Substitution Notice, within the time specified in sub-clause (f) above, the Nominated Authority shall be deemed to have accepted the Substitution Notice and the Selectee.

19.3.4. Upon acceptance of the Selectee by the Nominated Authority or the Nominated Authority having been deemed to have accepted the Substitution Notice, this Agreement shall be deemed to be assigned in favour of the Selectee without any further act or deed of the Successful Bidder.

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20. INSURANCE

20.1. At all times during the Term hereof, the Successful Bidder will maintain, and cause its contractors and sub-contractors to maintain, with financially sound and reputable insurers, insurance against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is consistent with Good Industry Practice.

21. ACCOUNTS AND AUDIT

21.1. Audited Accounts

The Successful Bidder shall maintain books of accounts recording all its receipts, income, expenditure, payment, assets and liabilities in accordance with Good Industry Practice and Applicable Laws.

21.2. Appointment of Auditors

The Nominated Authority shall have the right, but not the obligation, to appoint at its cost, from time to time and at any time, an auditing firm or an auditor to audit and verify all those matters, expenses, costs, realizations and things with respect to the Coal Mine or which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

21.3. Certification of claims by Statutory Auditors

Any claim or document provided by the Successful Bidder to the Nominated Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

22. GOVERNMENT INSPECTION

22.1. The Nominated Authority, through its authorized representatives shall have the right to free ingress and egress within any part of the Coal Mine at any time to inspect works or activities being undertaken or implemented by the Successful Bidder in order to monitor and verify compliance with the terms of this Agreement and all Applicable Laws.

22.2. The Nominated Authority, through its authorized representatives, shall have access to the Successful Bidder's financial and other records and transactions (relatable to any period) at any time upon reasonable advance notice, the right to copy therefrom, for the purpose of assessing the performance and compliance of the Successful Bidder with the terms of this Agreement and all Applicable Laws, rules and regulations or to aid in the enforcement of the same.

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22.3. The Nominated Authority shall have the right to conduct, either directly or indirectly through any Third Party, a performance audit to verify compliance by the Successful Bidder, of its obligations hereunder.

23. EVENT OF FORCE MAJEURE

23.1. Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Successful Bidder, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Successful Bidder of its obligations or enjoyment of its rights:

(i) acts of God, flood, drought, earthquake or other natural disaster;

(ii) epidemic or pandemic;

(iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(iv) nuclear, chemical or biological contamination or sonic boom;

(v) collapse of buildings, fire, explosion or accident;

(vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).

23.2. Provided it has complied with Clause 23.3, if the Successful Bidder is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Event of Force Majeure, the Successful Bidder shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

23.3. Upon occurrence of an Event of Force Majeure, the Successful Bidder shall:

(i) as soon as reasonably practicable after the start of the Event of Force Majeure but no later than thirty Business Days from its start, notify the Nominated Authority and the Central Government in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of Force Majeure on its ability to perform any of its obligations under this Agreement; and

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(ii) use all reasonable endeavours to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.

23.4. If an obligation is suspended by reason of an Event of Force Majeure for more than one month continuously, the Parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changed circumstances, provided that this Agreement shall remain in effect during the period during which the Parties are negotiating the terms of any such revision.

23.5. Notwithstanding Clause 23.4, in the event that, performance of obligations under this Agreement remain suspended for a period of: (a) six months continuously; (b) or nine months over a period of one year, then the Nominated Authority may in its sole discretion terminate this Agreement in the manner provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

24. EFFECTIVE DATE, TERM AND TERMINATION

24.1. **Effective Date**

This Agreement shall come into effect on the Agreement Date. It is clarified that the provisions of this Agreement shall also be included in the Mining Lease.

24.2. **Term**

This Agreement shall commence on the dates mentioned in Clause 24.1and shall continue for the period of validity of the Mining Lease granted to the Successful Bidder ("**Term**"), unless agreed otherwise by the Parties and unless this Agreement is terminated earlier in accordance with its terms prior to the expiry of the Term.

24.3. **Termination**

24.3.1. This Agreement may be terminated upon occurrence of any of the following events (each a "**Termination Event**"):

(a) failure of the Successful Bidder to make payment of the Upfront Amount in the manner provided in Clause 5.2;

(b) failure of the Successful Bidder to complete the Vesting Conditions within the time specified in Clause 3.2;

(c) failure of the Successful Bidder to make payment of additional levy within the time specified under Rule 18 of the Rules, if required to be paid;

(d) occurrence of any Appropriation Event resulting in appropriation of the entire

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Performance Security or on account of one or more Appropriation Events, an amount equal to hundred per cent of the Performance Security being appropriated in aggregate (in one or more instances) as provided in Clause 6.3;

(e) failure of the Successful Bidder to replenish the Performance Security within a period of 15 Business Days, in the event that a part of the Performance Security has been appropriated;

(f) non compliance of the Successful Bidder with the Efficiency Parameters for more than five instances (in aggregate and not over a specified period) as provided in Clause 10.3;

(g) any breach of compliance requirements with anti corruption laws as provided in Clause 16;

(h) suspension of obligations on account of an Event of Force Majeure for a period longer than as specified in Clause 23.5;

(i) failure to make payment of the Monthly Payment for more than three instances (in aggregate and not over a specified period) in terms of Clause 9.2.2;

(j) failure to provide any information requested by the Nominated Authority in terms of this Agreement;

(k) failure of the Successful Bidder to ensure continued compliance with the Eligibility Conditions;

(l) in case the Successful Bidder is a joint venture company, failure of all the JV Partners to meet the requirements listed in Clause13.2.2;

(m) the Successful Bidder dissolves, liquidates, becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a trustee or receiver for itself, or commences any proceedings concerning itself under a law concerning bankruptcy, or insolvency other than for the purposes of corporate reorganization;

(n) any other breach of any of the provisions of this Agreement (including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever), which is not cured by the Successful Bidder within thirty Business Days of becoming aware of the same, on it own accord or upon receipt of a notice from the Nominated Authority;

(o) surrender of the Coal Mine by the Successful Bidder;

(p) cessation of coal mining operation exceeding a period of one year continuously,

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or 18 months over a period of two years without occurrence of any event of force majeure;

(q) termination of the Mining Lease granted to the Successful Bidder; or

(r) in the opinion of the Central Government, it is expedient in public interest to terminate this Agreement.

24.3.2. Upon occurrence of a Termination Event, the Nominated Authority may elect to terminate this Agreement by providing a 15 Business Days written notice to the Successful Bidder. The determination of the Nominated Authority regarding occurrence of a Termination Event shall be final and binding on the Successful Bidder.

24.3.3. In case the Nominated Authority elects to terminate this Agreement, then the Performance Security and all other payments made by the Successful Bidder shall be forfeited and the Successful Bidder shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after termination

24.4. **Retention of Books and Records**

Upon termination of this Agreement, the Successful Bidder shall retain all documents, books and records related to the Coal Mine for a period of three years or such longer period as may specified under Applicable Law. It is clarified that the Successful Bidder may also retain such books and records in electronic form if permitted under Applicable Laws.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws.

25.2. Any dispute, controversy or claim arising out of or relating to or in connection with the Agreement including a dispute as to the validity or existence of this Agreement, or any breach or alleged breach thereof, shall be settled through mutual discussions between the Parties. In this regard, the Successful Bidder shall nominate an officer not below the rank of a director to participate in the discussions on its behalf.

25.3. In the event that the Successful Bidder fails to nominate an officer in the manner required under Clause 25.2; or the Parties are unable to resolve any dispute in accordance with Clause 25.2 within a period of 30 Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with Section 27 of the Ordinance.

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25.4. It is expressly agreed between the Parties, that any existence of a dispute shall not affect in any manner any of the rights of the Nominated Authority under this Agreement, including without limitation the right to appropriate Performance Security or terminate this Agreement, until a final determination in this regard is made.

25.5. The provisions contained in this Clause 25 shall survive the termination of this Agreement.

26. MISCELLANEOUS

26.1. **Time of Essence**

Each of the Parties hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

26.2. **Publicity**

The Successful Bidder shall not issue any information, document or article for publication in any news or communications media or make any public statement in relation to this Agreement without the prior written consent of the Nominated Authority unless required to do so by Applicable Law, provided that prior to any disclosure of any such information required by Applicable Law, the Successful Bidder must first notify the Nominated Authority, who shall then have the opportunity to respond to and/or dispute such intended disclosure.

26.3. **Severability**

26.3.1. If any term, provision, covenant or restriction of this Agreement or the application thereof to any Person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other Governmental Authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this Agreement and the application thereof to Persons or circumstances (other than those as to which any portion of this Agreement is held invalid, void or unenforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

26.3.2. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

26.4. **Costs and Expenses**

26.4.1. The Successful Bidder shall bear its own costs in connection with the negotiation,

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preparation and execution of this Agreement.

26.4.2. The stamp duty payable for this Agreement shall be borne by the Successful Bidder.

26.5. **Further Assurance**

The Successful Bidder shall cooperate with the Nominated Authority and execute and deliver to the Nominated Authority such instruments and documents and take such other actions as may be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

26.6. **Legal And Prior Rights**

All rights and remedies of the Nominated Authority hereto shall be in addition to all other legal rights and remedies belonging to the Nominated Authority and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of the Nominated Authority, which shall or may have accrued prior thereto..

26.7. **Waiver**

26.7.1. The waiver of any default or breach under this Agreement by the Nominated Authority shall not constitute a waiver of the right to terminate this Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.

26.7.2. No failure or delay by the Nominated Authority in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Nominated Authority under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under Applicable Law.

26.7.3. Submission of any document, information, report or notice, which contains any information or reference to any default or breach under this Agreement or any Applicable Law, to the Nominated Authority shall not be construed to be a deemed approval of such breach or default and the Nominated Authority may exercise any rights or remedies with respect to such default at any time.

26.8. **Amendments**

No amendment of this Agreement (or of any of the documents referred to in this

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Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "amendment" shall include any amendment, variation, supplement, deletion or replacement however effected. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.

26.9. **Counterparts**

This Agreement may be executed in two counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together will constitute one and the same instrument.

26.10. **No Agency or partnership**

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party or shall be deemed to be the agent of the other Party in any way.

26.11. **Notices**

All notices, requests, demands or other communication ("**Notice**") required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post with acknowledgment due, or transmitted by facsimile transmission to the other Parties at the address indicated in SCHEDULE H hereof or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause26.11 shall be deemed to have been given and received on the day of its receipt at such address.

A copy of the Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified in SCHEDULE H solely for the information of the recipient and shall take effect only when the registered post is actually delivered or the fax is received by the recipient, as the case may be.

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26.12. **Entire Agreement**

This Agreement (including all such deeds and documents issued or executed pursuant hereto or referred to herein) and the Tender Document constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein. In the event of a conflict between this Agreement and the Tender Document, the provisions of this Agreement shall prevail to the extent of the conflict.

26.13. **Specific Performance of Obligations**

The Nominated Authority shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to seek or enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

26.14. **Power of the Central Government**

The Successful Bidder acknowledges that for the purposes of this Agreement, the Central Government is acting through the Nominated Authority pursuant to the Ordinance and the Rules. However, for the purposes of exercise of rights and obligations hereunder and any Applicable Law, the Central Government shall be entitled to act through any of its relevant departments, ministries or any Governmental Agencies and all such relevant departments, ministries or any Governmental Agencies shall be entitled to exercise rights and obligations under this Agreement as if such relevant departments, ministries or any Governmental Agencies were a Party hereto.

[Remaining part of this page intentionally left blank, schedules follow.]

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SCHEDULE A - PARTICULARS OF THE COAL MINE

Name of Coal Mine	**Kathautia**
Coal Field	Daltonganj Coalfield
Latitude	24°07'02" N & 24°08'52" N
Longitude	84°03'42" E & 84°06'52" E
Villages	Kathautia, Kajri, Gari, Palhe Khurd, Sakhui, Sika and Balsara
District	Palamau
State	Jharkhand

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SCHEDULE B - PARTICULARS OF THE SPECIFIED END USE PLANT

S. No.	Name of Specified End Use Plant	Address	Configuration	Capacity
1.	Captive Power Plant of Mahan Aluminium Project	Bargawan, Dist. Singrauli, Madhya Pradesh	6 X 150 MW	900 MW

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Hindalco Industries Ltd. Mumbai (Worli)

SCHEDULE C - FORMAT OF INTIMATION TO THE NOMINATED AUTHORITY

To
The Nominated Authority
[address]

[*date*]

Sub: Intimation under Clause 3.1(f) of the Coal Mine Development And Production Agreement (the "Agreement").

Dear Sir,

We write with reference to Clause 3.1(f) of the Agreement read with the Ordinance and the Rules, including Section 10 and Section 11 of the Ordinance in terms of which we intend to own and utilise certain movable property of the Prior Allottee and also adopt certain contracts as detailed below:

(a) particulars of movable property along with the details of the current owner, the terms of negotiations, related documentation and other details, which we intend to own and use in terms of Section 10(1) of the Ordinance is enclosed as Annexure A;

(b) particulars of movable property along with the details of the current owner, the terms of negotiations, related documentation and other details, which we do not intend to own and use and which we intend to move in terms of Section 10(4) of the Ordinance is enclosed as Annexure B;

(c) the list of contracts (including contracts with secured creditors[1]) which we intend to adopt and continue, along with complete particulars of such contracts is enclosed as Annexure C;

(d) the list of contracts (including contracts with secured creditors) which we do not intend to adopt and continue, along with complete particulars of such contracts is enclosed as Annexure D.

Apart from the particulars of the movable property and the contracts listed in this letter, we do not intent to own, use, continue or adopt any other movable property or contracts, as the case may be and do hereby relinquish our rights with respect to the same. We acknowledge that any information not provided in this letter may not be included by the Nominated Authority in the Vesting Order.

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[1] Not applicable if the Successful Bidder is the Prior Allottee in which case the secured creditors shall have an option to continue in terms of Section 12(1) of the Ordinance.

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Your Sincerely,

....

(Authorised Signatory)
Name:
Designation:

Enclosed: As Above

Annexure A

Annexure B

Annexure C

Annexure D

SCHEDULE D - FORMAT OF THE COMPLETION NOTICE

To
The Nominated Authority
[address]

[*date*]

Sub: Completion Notice under Clause 3.2.1 of the Coal Mine Development And Production Agreement (the "Agreement").

Dear Sir,

We write with reference to Clause 3.2.1 of the Agreement. We have completed each of the Vesting Conditions specified in Clause 3.1 of the Agreement and the particulars of the same are provided below:

(a) We continue to be in compliance with all the Eligibility Conditions;

(b) we have paid the first instalment of the Upfront Amount, in accordance with Clause 5.2.1 through [*particulars of payment to be mentioned*];

(c) we have furnished the Performance Security through [*particulars of performance security and its manner of delivery to be mentioned*];

(d) we have paid the Fixed Amount through [*particulars of payment to be mentioned*];

(e) Additional Levy as was required to be paid has been paid through [*particulars of payment to be mentioned*][2]; and

(f) we have provided a written intimation as was required under Clause 3.1(f) of the Agreement through a letter dated [*particulars to be mentioned*].

Documentary evidence with respect to completion of each of the Vesting Conditions is enclosed.

Your Sincerely,

....

(Authorised Signatory)
Name:
Designation:

Enclosed: As Above

[2] Not applicable if the Successful Bidder/JV Partner is not the Prior Allottee.

SCHEDULE E - EFFICIENCY PARAMETERS

S. No.	Milestone	Time Limit in Months (From the date of the Vesting Order/ zero date)
1	Application for transfer of Statutory permission to the Successful Bidder	1
2	Completion of transfer of Statutory permissions obtained by the Prior Allottee	3
3	Reporting of Deviations from approved Mining Plan (if any)	4
4	Ratification of Deviations/ Approval of Revised Mining Plan including Mine Closure Plan (if necessary)	10
5	Approval of Mine Closure Plan (if not approved earlier)	6 (In case of no deviation)
6	Opening of Escrow Account (if not opened earlier)	6 (In case of no deviation)
7	Schedule of Production/ Reaching Rated Capacity	As per approved Mining Plan
8	EUP Synchronisation	As per approved Mining Plan

(a) The percentage for appropriation of Performance Security shall be calculated in proportion to the failure/ delay in compliance with the timelines mentioned for achievement of Efficiency Parameters which shall be broadly based on the weightages prescribed in the recommendations of Inter-Ministerial Group.

(b) In case of non-compliance with the Efficiency Parameters mentioned above, the Successful Bidder shall be required to rectify the same within such time as may be prescribed.

SCHEDULE F - FORMAT OF PERFORMANCE SECURITY

[*Reference number of the bank*] [*date*]

To
The Nominated Authority
[*address*]

WHEREAS

A. **[Name of the Successful Bidder]** incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Successful Bidder], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the "**Successful Bidder**") is required to provide an unconditional, irrevocable and revolving bank guarantee for an amount equal to INR [*figures*] (Indian Rupees [*words*]) as a performance security for a period of [*period of performance bank guarantee*].

B. The Performance Security is required to be provided to **The President of India**, acting through the Central Government represented by the Nominated Authority appointed under Section 6 of the Coal Mines (Special Provisions) Ordinance, 2014) read with Coal Mines (Special Provisions) Second Ordinance, 2014 (the "**Nominated Authority**") for discharge of certain obligations under the Coal Mine Development and Production Agreement dated [*date*] (the "**Agreement**").

C. We, [*name of the bank*] (the "**Bank**") at the request of the Successful Bidder do hereby undertake to pay to the Central Government an amount not exceeding INR [*figures*] (Indian Rupees [*words*]) to secure the obligations of the Successful Bidder under the Agreement on demand from the Nominated Authority on the terms and conditions herein contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the Nominated Authority this irrevocable and unconditional revolving payment bank guarantee (the "**Guarantee**") on behalf of the Successful Bidder in the amount INR [*figures*] (Indian Rupees [*words*]).

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Nominated Authority without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the Nominated Authority, a sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of INR [*figures*] (Indian Rupees [*words*]) without the Nominated Authority needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Nominated Authority and Successful Bidder on any matter whatsoever. The Bank undertakes to pay to the

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Nominated Authority any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the Nominated Authority of the amounts payable by the Bank to the Nominated Authority shall be final, binding and conclusive evidence in respect of the amounts payable by Successful Bidder to the Nominated Authority under the Agreement.

3. The Bank hereby waives the necessity for the Nominated Authority from demanding the aforesaid amount or any part thereof from the Successful Bidder and also waives any right that the Bank may have of first requiring the Nominated Authority to pursue its legal remedies against the Successful Bidder, before presenting any written demand to the Bank for payment under this Guarantee.

4. The Bank further unconditionally agrees with the Nominated Authority that the Nominated Authority shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:

   (i) vary and/or modify and of the terms and conditions of the Agreement;
   (ii) extend and / or postpone the time for performance of the obligations of the Successful Bidder under the Agreement, or
   (iii) forbear or enforce any of the rights exercisable by the Nominated Authority against the Successful Bidder under the terms and conditions of the Agreement.

   and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Nominated Authority or any indulgence by the Nominated Authority to the Successful Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whom ever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Nominated Authority receives the full amount due hereunder as if no such withholding had occurred.

6. The Bank agrees that Nominated Authority at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Successful Bidder.

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7. The Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Successful Bidder under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the Nominated Authority certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Successful Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the [date of expiry of bank guarantee] we shall be discharged from all liability under this guarantee thereafter.

8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the Nominated Authority shall have no claim against the Bank for making such payment.

9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at Delhi.

10. The Bank has the power to issue this Guarantee in favour of the Nominated Authority. This guarantee will not be discharged due to the change in the constitution of the Bank

11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the Nominated Authority in writing.

Dated the [day] day of [month] [year] for the Bank.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

____

(Signature)

____

(Name and Designation)

____

(Bank Stamp)

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SCHEDULE G - WARRANTIES

1. **INFORMATION**

1.1. The information, provided to the Nominated Authority during the tender process and any time thereafter, including but not limited to the information contained in this Agreement, by the Successful Bidder is true, accurate and not misleading in any manner whatsoever.

1.2. Neither this Agreement nor any of the information and documents provided during the tender process exercise contains any untrue statement of fact, or omits to state a material fact necessary to make the statements herein or therein not misleading. The documents provided to the Nominated Authority and/or its advisors during the conduct of the tender process, are true and complete copies of such documents and none of the information provided to the Nominated Authority and/or its advisors during the tender process was incorrect, inaccurate or misleading in any manner whatsoever.

2. **AUTHORITY**

2.1. The Successful Bidder has full legal capacity to enter into this Agreement and to perform its obligations under it and has taken all action necessary to authorise such execution and delivery and the performance of such obligations.

2.2. This Agreement has been duly executed and delivered by the Successful Bidder, and (assuming due authorisation, execution and delivery and performance by the Parties), constitutes a legal, valid and binding obligation of the Successful Bidder, enforceable against the Successful Bidder in accordance with the terms of the Agreement.

2.3. The Successful Bidder has obtained requisite corporate authorisation, including passing of all necessary resolutions at the meeting of its Board of Directors held on November 13, 2014 to execute this Agreement and carry out all transactions and actions contemplated under this Agreement and do all necessary acts incidental to this Agreement.

2.4. The execution and delivery of this Agreement by the Successful Bidderand the performance of the obligations under it do not and shall not:

(a) conflict with or violate any provision of the memorandum of association or articles of association of the Successful Bidder;

(b) require on the part of the Successful Bidder, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;

(c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in favour of any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the

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Successful Bidder is party or by which it is bound or to which its assets are subject;

(d) violate, conflict with or constitute a default under any Applicable Law, lien, lease, judgement, award, ordinance, order, writ, injunction, decree, statute, rule or regulation or any other restriction of any kind or character applicable to the Successful Bidder or its properties or assets;

2.5. No person is entitled to any brokerage, finder's, or other similar fee or commission in connection with the transactions contemplated by this Agreement.

3. **GENERAL**

The Successful Bidder

(a) is duly organised, validly existing and in good standing under the laws of India;

(b) meets all the Eligibility Conditions prescribed under the Ordinance read with the Rules and the Tender Documents;

(c) has the financial standing and capacity to undertake mining operations at the Coal Mine in accordance with the Efficiency Parameters;

(d) is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

(e) there are no actions, suits, proceedings or investigations pending or to the Successful Bidder's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute an event of default hereunder;

(f) has neither violated or defaulted nor has knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority;

(g) has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities;

(h) except as set forth in any Mining Lease, all rights and interests of the Successful Bidder in and to the Coal Mine shall pass to and vest in the relevant Governmental Authority on the date of termination or expiry hereof, free and clear of all Encumbrances without any further act or deed on the part of the Successful Bidder or the Central Government;

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(i) no bribe or illegal gratification or any other illegal amount has been paid or will be paid in cash or kind by or on behalf of the Successful Bidder to any Person to procure the rights granted hereunder; and

(j) Without prejudice to any express provision contained in this Agreement, the Successful Bidder acknowledges that prior to the execution of this Agreement, the Successful Bidder has after a complete and careful examination made an independent evaluation of the Coal Mine and the information provided by the Nominated Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Successful Bidder in the course of performance of its obligations hereunder. The Successful Bidder also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Nominated Authority and any Governmental Authority shall not be liable for the same in any manner whatsoever to the Successful Bidder.

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SCHEDULE H - ADDRESS FOR PROVIDING NOTICES

A. Notice to the Nominated Authority

Address	Nominated Authority, Ministry of Coal, World Trade Tower, Ground Floor, Barakhamba Lane, New Delhi - 110001
Telephone	011-23414136
Fax	011-23414136
E-mail (only for information)	nomauthority.moc@nic.in

With CC to the Central Government

Address	Ministry of Coal, Shastri Bhawan, New Delhi - 110001
Telephone	011-23073933
Fax	011-23381678
E-mail (only for information)	soca3.moc@nic.in

B. Notice to the Successful Bidder

Address	Hindalco Industries Limited, Aditya Birla Centre, 3rd Floor B Wing, S.K. Ahire Marg, Worli, Mumbai – 400030, India
Telephone	022-24995000 022-24995492 022-24995020
Fax	022-24995801
E-mail (only for information)	Ashok.machher@adityabirla.com Shouvik.majumder@adityabirla.com Sourabh.sonkiya@adityabirla.com

Nominated Authority, Govt. of India

HINDALCO INDUSTRIES LTD. WORLI MUMBAI

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorised representatives on the date and year written below, at New Delhi:

Signatories

The Nominated Authority

Name: Vivek Bharadwaj
Date: March 02, 2015

Hindalco Industries Limited

Name: Mr. Ashok Kumar MAehher
Designation: President (Corporate Affairs)
Date: March 02, 2015
Duly authorized to execute this Agreement pursuant to delegation by Deputy MD as per the terms of resolution passed by the board of directors of the Hindalco Industries Limited on November 13, 2014.

Government of India

Ministry of Coal

O/o the Nominated Authority

World Trade Tower, New Delhi

Office of the nominated authority constituted under section 6 of the Coal Mines (Special Provisions) Second Ordinance, 2014

Vesting order under clause (b) of sub-rule (2) of rule 7 and sub-rule (1) of rule 13

In re: **Kathautia Coal Mine** (the "mine") particulars of which is specified in **Annexure 1**

Order no.: 104/3/2015/NA

Date: March 23, 2015

In favour of: **Hindalco Industries Limited** incorporated in India under the Companies Act, 1956 with corporate identity number L27020MH1958PLC011238, whose registered office is at Century Bhavan, 3rd Floor, Dr. Annie Besant Road, Worli, Mumbai-400030, India and principal place of business is at Aditya Birla Centre, 3rd Floor, B Wing, S.K. Ahire Marg, Worli, Mumbai-400030 (the "successful bidder")

For utilisation in: End Use Plant situated at Bargawan, Dist. Singrauli, Madhya Pradesh, India, as more particularly described below (the "End Use Plant"):

S. No.	Name of Specified End Use Plant	Address	Configuration	Capacity	Coal Entitlement
1.	Captive Power Plant of Mahan Aluminium Project	Bargawan, Dist. Singrauli, Madhya Pradesh	6 X 150 MW	900 MW	129.28 MT

MW: Mega Watt; MT: Million Tonne

WHEREAS, the nominated authority has, in accordance with provisions of the Coal Mines (Special Provisions) Second Ordinance, 2014 (the "Ordinance") and the Coal Mines (Special Provisions) Rules 2014 (the "Rules") conducted the auction of the mine;

AND WHEREAS the successful bidder is eligible to receive this vesting order with respect to the mine including, inter-alia, -

(a) the coal bearing land acquired by the prior allottee and the lands, in or adjacent to the coal mines used for coal mining operations acquired by the prior allottee; and

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(b) any existing mine infrastructure as defined in clause (j) of sub-section (1) of section 3 of the Ordinance;

AND WHEREAS the successful bidder has furnished a performance bank guarantee dated March 18, 2015 for an amount equal to INR 2,67,88,80,000 (Indian Rupees Two Hundred Sixty Seven Crore Eighty Eight Lakh and Eighty Thousand) issued by Kotak Mahindra Bank in accordance with the tender document and in accordance with the provisions of sub-section (6) of section 8 of the Ordinance and sub-rule (4) of rule 13 of the rules.

AND WHEREAS the successful bidder has entered into a Coal Mine Development and Production Agreement dated March 2, 2015 ("CMDPA") (as amended) with the nominated authority in accordance with the provisions of sub-rule (5) of rule 13.

NOW, THE NOMINATED AUTHORITY DOES ORDER:

1. On and from April 1, 2015 ("vesting date") and in accordance with the provisions of sub-section (4) of section 8 of the Ordinance, with respect to the mine, the following shall stand fully and absolutely transferred and vested in the successful bidder, namely: -

(a) all the rights, title and interest of the prior allottee in and over the land and mine infrastructure free from all encumbrances;

(b) entitlement to a mining lease to be granted by the State Government with the terms and conditions of CMDPA forming a part of it on making an application;

(c) all statutory licences, permits, permissions, approvals or consents as per rules, required to undertake coal mining operations in the mine, if already issued by the Central Government, to the prior allottee on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 2**;

(d) entitlement to any statutory licence, permit, permission, approval or consent required to undertake coal mining operations in the mine, if already issued by the Central Government, to the prior allottee on making an application on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 3**;

(e) entitlement to any statutory licence, permit, permission, approval or consent required to undertake coal mining operations in the mine, if already issued by the State Government, to the prior allottee on making an application on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 4**;

(f) rights appurtenant to the approved mining plan of the prior allottee;

(g) any subsisting contract in relation to coal mining operations, to which the prior allottee was a party and which is assumed, adopted and continued by the successful bidder and listed in the **Annexure 5** shall stand novated (by virtue of a deemed consent from the relevant party(ies)), in accordance with the provisions of sub-section (1) of section 11 of the Ordinance in favour of the

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successful bidder for the residual term or residual performance of such contract;

2. The successful bidder may seek any change in the terms and conditions attached to such licence, permit, permission, approval or consent by making an application in accordance with applicable laws;
3. Hereinafter, the successful bidder shall be entitled to take possession of the mine as specified in **Annexure 1** without let or hindrance;
4. This vesting order is liable to be cancelled in accordance with the provisions of sub-rule (6) of rule 13.

Vivek Bharadwaj

(By the nominated authority)

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Annexures

Annexure 1: Particulars of the mine

Part A – Description of the mine

Name of Coal Mine	Kathautia
Coal Field	Daltonganj Coalfield
Latitude	$24^{0}07'02''$ N & $24^{0}08'52''$ N
Longitude	$84^{0}03'42''$ E & $84^{0}06'52''$ E
Villages	Kathautia, Kajri, Gari, Palhe Khurd, Sakhui, Sika and Balsara
District	Palamau
State	Jharkhand

Part B – Description of Land in relation to the mine

Type of Land: Freehold Land for Mining as per Mining Lease

S.No.	Village	Date of Registration	Deed Number	Area (Hectare)
1	Kajri	17-Apr-08	3641/3617	0.4527
2	Kajri	02-Nov-07	10157	0.2429
3	Kajri	13-Jun-08	5998/5959	1.8204
4	Kajri	03-Sep-09	8636/8549	0.3599
5	Kajri	06-Feb-08	1212/1200	1.9268
6	Kajri	05-Feb-08	1162/1152	0.4048
7	Kajri	13-Aug-09	7965/7895	0.3724
8	Kajri	12-Mar-10	2667/2620	0.3052
9	Kajri	12-Mar-10	2666/2619	0.0684
10	Kajri	11-Apr-08	3479/3456	0.8703
11	Kajri	24-May-08	5025/4990	4.3192
12	Kajri	17-Feb-09	1245/1234	1.2184
13	Kajri	27-Dec-07	11888/11751	2.0240
14	Kajri	30-Apr-09	3462/3440	1.8204
15	Kajri	13-May-09	3767/3740	2.1859
16	Kajri	13-May-09	3769/3742	0.2874
17	Kajri	22-Feb-10	1860/1828	0.4186
18	Kajri	26-Aug-09	8354/8274	0.3805
19	Kajri	02-Sep-09	8586/8499	2.1758
20	Kajri	02-Sep-09	8583/8496	2.4968
21	Kajri	03-Sep-09	8644/8556	0.3744
22	Kajri	03-Sep-09	8645/8557	0.7792
23	Kajri	07-Sep-09	8733/8645	3.3315
24	Kajri	15-Sep-09	8987/8895	1.5028
25	Kajri	15-Sep-09	8985/8893	1.6819

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S.No.	Village	Date of Registration	Deed Number	Area (Hectare)
26	Kajri	24-Sep-09	9248/9151	10.5879
27	Kajri	24-Feb-10	1934/1900	0.3497
28	Kajri	25-Feb-10	2063/2027	1.2104
29	Kajri	20-May-10	5500/5410	2.1167
30	Kajri	09-Jun-10	6200/6099	0.5542
31	Kajri	23-Jun-10	6871/6764	0.5748
32	Kajri	23-Jun-10	6878/6768	0.1913
33	Kajri	23-Jun-10	6884/6774	0.1913
34	Kajri	23-Jul-10	8153/8025	2.8599
35	Kajri	23-Jul-10	8154/8026	1.8210
36	Kajri	23-Aug-10	9190/9038	1.1711
37	Kajri	26-Nov-10	12411/12159	4.3281
38	Kajri	26-Mar-12	2095/2027	0.9637
39	Kajri & Batsara	30-Mar-12	2240/2169	1.7134
40	Kajri & Batsara	02-Apr-12	2278/2206	1.1807
41	Kajri & Batsara	02-Apr-12	2279/2207	4.7133
42	Kajri & Batsara	02-Apr-12	2280/2208	1.1294
43	Kajri & Batsara	11-Apr-12	2529/2452	1.5990
44	Kajri & Batsara	07-May-12	3287/3198	1.2848
45	Kajri	26-Mar-08	2777	0.4048
46	Kajri	26-Mar-08	2781	0.4048
47	Kajri	26-Mar-08	2779	0.4048
48	Kajri	26-Mar-08	2793	0.4048
49	Kajri	09-Apr-08	3394	0.4048
50	Kajri	09-Apr-08	3392	0.4453
51	Kajri	09-Apr-08	3396	0.5870
52	Kajri	09-Apr-08	3390	0.4453
53	Kajri	09-Apr-08	3384	0.4048
54	Kajri	09-Apr-08	3405	0.4048
55	Kajri	09-Apr-08	3399	0.4048
56	Kajri	09-Apr-08	3401	0.4048
57	Kajri	09-Apr-08	3386	0.4048
58	Kajri	09-Apr-08	3398	0.4048
59	Kajri	09-Apr-08	3403	0.4048
60	Kajri	09-Apr-08	3388	0.4655
61	Kajri	15-May-08	4534	0.4048
62	Kajri	15-May-08	4576/4541	0.4048
63	Kajri	15-May-08	4575/4540	0.4048
64	Kajri	15-May-08	4578/4543	0.4048
65	Kajri	20-May-08	4777/4742	0.4048
66	Kajri	20-May-08	4775/4740	0.4048
67	Kajri	22-May-08	4946/4911	0.4048
68	Kajri	22-May-08	4942/4907	0.6072
69	Kajri	22-May-08	4944/4909	0.4048
70	Kajri	18-Jul-08	7582/7533	0.4048
71	Kajri	17-Jan-11	731/719	0.6983

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S.No.	Village	Date of Registration	Deed Number	Area (Hectare)
72	Kajri	26-Mar-08	2771	0.4210
73	Kajri	26-Mar-08	2775	0.9574
74	Kajri	26-Mar-08	2790	0.6991
75	Kajri	26-Mar-08	2795	0.6202
76	Kajri	26-Mar-08	2783	0.7124
77	Kajri	26-Mar-08	2773	0.2888
78	Kajri	26-Mar-08	2767	0.6991
79	Kajri	26-Mar-08	2765	0.6991
80	Kajri	26-Mar-08	2769	0.0688
81	Kajri	28-May-09	4515/4475	1.1772
82	Kajri	28-May-09	4514/4474	0.7578
83	Kajri	28-May-09	4513/4473	0.9675
84	Kajri	08-Jun-09	4946/4903	0.6606
85	Kajri	08-Jun-09	4945/4902	0.7256
86	Kajri	08-Jun-09	4953/4910	0.4137
87	Kajri	08-Jun-09	4950/4907	0.2310
88	Kajri	08-Jun-09	4956/4913	0.3672
89	Kajri	08-Jun-09	4957/4914	0.4137
90	Kajri	15-Jun-09	5300/5251	0.4615
91	Kajri	15-Jun-09	5298/5249	0.6363
92	Kajri	07-Jun-11	6359/6233	0.0445
93	Kajri	12-Apr-12	2556/2478	0.3036
94	Batsara	15-Mar-08	2482	0.1506
95	Batsara	03-Apr-08	3104	0.5125
96	Batsara	30-Apr-08	3889/3858	8.7437
97	Batsara	28-Jul-08	7965/7914	0.8005
98	Batsara	04-Aug-08	8234/8182	0.8096
99	Batsara	07-Jul-09	6375/6317	0.0769
100	Batsara	07-Jan-10	184/182	1.0727
101	Batsara	07-Jan-10	185/183	0.2915
102	Batsara	22-Feb-10	1873/1841	3.1510
103	Batsara	26-Nov-10	12410/12158	0.3643
104	Batsara	21-Mar-12	1924/1860	2.0726
105	Batsara	17-Apr-08	3658/3634	0.8096
106	Batsara	17-Apr-08	3653/3629	0.8096
107	Batsara	17-Apr-08	3647/3623	0.8096
108	Batsara	26-Apr-08	3815/3791	0.8096
109	Batsara	26-Apr-08	3812/3788	0.8096
110	Batsara	26-Apr-08	3814/3790	0.8096
111	Batsara	17-Apr-08	3649/3625	0.8096
112	Batsara	17-Apr-08	3638/3614	0.8096
113	Batsara	26-Apr-08	3813/3789	0.8096
114	Batsara	24-Apr-08	3251/3232	0.8096
115	Batsara	26-Apr-08	3811/3787	0.8096
116	Batsara	17-Apr-08	3648-3624	0.8096

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S.No.	Village	Date of Registration	Deed Number	Area (Hectare)
117	Batsara	26-Apr-11	5771/5661	0.8096
118	Batsara	26-Apr-08	3816/3792	0.8096
119	Batsara	25-Aug-08	8726/8669	0.8096
120	Batsara	25-Aug-08	8728/8671	0.8096
121	Batsara	08-Sep-08	9239/9175	0.8096
122	Batsara	12-Sep-08	9326/9262	0.8096
123	Batsara	24-Sep-08	9674/9606	0.8096
124	Batsara	23-Oct-08	10359/10279	0.8096
125	Batsara	24-Apr-09	3253/3234	0.8096
126	Batsara	12-May-10	5068/4982	0.8096
127	Batsara	14-May-10	5231/5142	0.1336
128	Batsara	04-Jul-11	7375/7230	1.0565
129	Kathautia	17-Feb-09	1246/1235	0.5171
130	Kathautia	20-Jan-11	892/878	0.2426
131	Kathautia	13-Jun-11	6538/6409	0.7691
132	Kathautia	24-Aug-11	8926/8733	2.0240
133	Kathautia	25-Aug-11	8995/8800	1.0120
134	Kathautia	25-Aug-11	8996/8801	0.1619
135	Kathautia	25-Aug-11	8997/8802	1.0120
136	Kathautia	15-Mar-12	1662/1601	0.5303
137	Kathautia	18-Nov-11	11554/11289	0.3238
138	Kathautia	18-Nov-11	11555/11290	0.1619
139	Kathautia	18-Nov-11	11556/11291	0.3238
140	Kathautia	18-Nov-11	11557/11292	0.1457
141	Kathautia	22-Nov-11	11724/11455	0.4655
142	Kathautia	07-Jan-12	255/247	0.4655
143	Kathautia	28-Feb-12	1348/1305	0.8096
144	Kathautia	28-Feb-12	1349/1306	0.8096
145	Kathautia	28-Feb-12	1353/1310	0.8096
146	Kathautia	19-Mar-12	1774/1711	1.3763
147	Kathautia	19-Mar-12	1775/1712	1.4168
148	Kathautia	26-Mar-12	2101/2033	0.6072
149	Kathautia	16-Jul-13	6414/6236	0.6072
150	Kathautia	26-Jul-13	6918/6730	0.8096
151	Kathautia	26-Jul-13	6962/6774	0.6477
152	Kathautia	02-Sep-13	8112/7897	0.4048
153	Kathautia	02-Sep-13	8113/7898	0.8663
154	Kathautia	02-Sep-13	8115/7900	0.6072
155	Kathautia	02-Sep-13	8105/7890	0.6072
156	Kathautia	02-Sep-13	8106/7891	0.6072
157	Kathautia	02-Sep-13	8114/7899	0.6072
158	Kathautia	03-Sep-13	8141/7926	0.4250
159	Kathautia	03-Sep-13	8140/7925	0.4250
160	Kathautiya Tola Rajwadihkhar	03-Sep-13	8142/7927	0.1619
161	Kathautiya	03-Sep-13	8164/7949	0.4291

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S.No.	Village	Date of Registration	Deed Number	Area (Hectare)
	Rajhikhad			
162	Kathautiya Tola Baghmanwa	20-Sep-13	8697/8468	0.4048
163	Kathautiya Tola Baghmanwa	20-Sep-13	8728/8499	0.4412
164	Kathautiya Tola Baghmanwa	26-Sep-13	8933/8702	0.4048
165	Kathautiya Tola Baghmanwa	26-Sep-13	8937/8706	0.4048
166	Kathautiya Tola Baghmanwa	04-Oct-13	9157/8922	0.4048
167	Kathautiya	10-Oct-13	9345/9105	0.7975
168	Kathautiya	10-Oct-13	9344/9104	0.8096
169	Kathautiya Tola Baghmanwa	21-Oct-13	9462/9219	0.4048
170	Kathautiya	02-Dec-13	10670/10401	0.1822
171	Kathautiya	02-Dec-13	10666/10397	0.2429
172	Kathautiya	02-Dec-13	285/278	0.2429
173	Kathautiya Tola Murkatwa	19-May-14	3146/3101	0.3036
174	Kathautiya Tola Baghmanwa	21-May-14	3312/3263	0.4048
175	Kathautiya Baghmanwa	22-May-14	3416/3365	0.4048
176	Kathautiya	23-May-14	3510/3455	0.1012
177	Kathautiya	13-Jun-14	4620/4554	1.3642
178	Kathautiya Rajhikhad	17-Jul-14	6066/5972	1.0646
179	Garikhas	07-Oct-13	9209/8972	0.4048
180	Garikhas	08-Oct-13	9256/9018	0.4048
181	Garikhas	21-Nov-13	10264/10003	0.4048
182	Garikhas	26-Nov-13	10428/10164	0.4048
183	Sikka	10-Oct-13	9346/9106	0.5262

Type of Land: Leasehold Land for Mining as per Mining Lease

Nature	Area (Hectares)
Government Land	67.12
Private Land	492.72
Forest Land	-

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Part C – Description of Mine Infrastructure in relation to the mine

C1- Mine Infrastructure: Immovable Assets

S. No.	Head of Assets	Description (Nature of Assets)
1	Mines Office	Office & Interior Work Mines
2	Mines Office	Fab.Container 40*8*8.5 For Of
3	Mines Office	Fab.Container 20*8*8.5 For St
4	Mines Office	Fab.Container 8*6*7.5 For
5	Mines Office	Fab.Container 4*4*7.5 For
6	Weigh Bridge	1 No. Weigh Bridge -Essae Digitronics
7	Civil Work And Scientific Study	Boundary Wall & Fencing Work
8	Plant & Machinery	Tower Light 19/21
9	Plant & Machinery	Tower Light 19/21
10	Plant & Machinery	Tower Light 16/18
11	Plant & Machinery	Tower Light 16/18
12	Plant & Machinery	Tower Light 19/21
13	Plant & Machinery	Tower Light 19/21
14	Plant & Machinery	Tower Light 18 Mt
15	Plant & Machinery	Tower Light 18 Mt
16	Plant & Machinery	Tower Light 18 Mt
17	Plant & Machinery	Tower Light 18 Mt
18	Plant & Machinery	Tower Light 18 Mt
19	Other Civil Work	Security Rest & Toilet Room
20	Other Civil Work	Borewell-3 Nos
21	Other Civil Work	Toilet At Coal Mines
22	Other Civil Work	Construction Of Magazine Building
23	Other Civil Work	Construction Of Watch Tower
24	Other Civil Work	Const Of Toilet Block & Wtr Tanker
25	Other Civil Work	Construction Of Toilet Block
26	Other Civil Work	Construction Of Toilet Block
27	Other Civil Work	Construction Of Toilet Block
28	Other Civil Work	Construction Of Toilet Block
29	Other Civil Work	Construction Of Toilet Block
30	Other Civil Work	Construction Of Toilet Block
31	Other Civil Work	Construction Of Toilet Block
32	Other Civil Work	Construction Of Toilet Block
33	Other Civil Work	Construction Of Toilet Block
34	Other Civil Work	Construction Of Toilet Block

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S. No.	Head of Assets	Description (Nature of Assets)
35	Other Civil Work	Construction Of Toilet Block
36	Other Civil Work	Construction Of Room
37	Other Civil Work	Const Of D.G.Shed Room,Vikash
38	Other Civil Work	Other Civil Work
39	Railway Siding	Earth Work
40	Railway Siding	Earth Work
41	Railway Siding	Construction Of Road
42	Railway Siding	East Coast Rly
43	Railway Siding	Rly Siding-Earth Work
44	Railway Siding	Mtrl For Rajhara Rly Siding
45	Railway Siding	Earth Work In Rly Siding
46	Railway Siding	Renovation Of Rly Siding
47	Railway Siding	Construction Of Road
48	Railway Siding	Construction Of Road
49	Railway Siding	Warf Wall
50	Railway Siding	Civil Work At Rajhara Siding

C2- Mine Infrastructure: Land for Compensatory Afforestation

Type of Land: Freehold Land for Compensatory Afforestation

Nil

Type of Land: Leasehold Land for Compensatory Afforestation

Nature	Area (Hectares)
Government Land	-
Private Land	-
Forest Land	-

C3- Mine Infrastructure: Resettlement and Rehabilitation Land

Type of Land: Resettlement and Rehabilitation Freehold Land

S.No.	Village	Deed Number	Date of Registration	Area (Hectare)
1	Kajri	8193	9-Jun-06	2.5689
2	Kajri	7380	26-Jul-06	0.3684
3	Kajri	439	16-Jan-08	0.6639

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Type of Land: Resettlement and Rehabilitation Leasehold Land

Nature	Area (Hectares)
Government Land	-
Private Land	-
Forest Land	-

Annexure 2: Particulars of statutory licences, permits, permissions, approvals or consents issued by the Central Government which are being transferred alongwith this vesting order.

S. No	Statutory Clearance	Ministry	Letter No.	Date
1.	**Approval of Mining Plan and Mine Closure Plan –** a) (i) Grant of Mining Plan	Ministry of Coal	47011/1(6)/2002-CPAM/CA	27/09/2003
	a) (ii) Grant of Revised Mining Plan		13016/63/2004-CA	20.05.2005
2.	Mining Lease – Administrative Approval of the Central Government under Section 5 (1) and/ or Section 6 (1) of MMDR Act, 1957	Ministry of Coal	47011/1(6)/2002-CPAM/CA	13.01.2006

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Annexure 3: Particulars of statutory licences, permits, permissions, approvals or consents issued by the Central Government to be obtained on application by the successful bidder.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	**Environment Clearance –** Kathautia Opencast Coal Mine Project (0.80 MTPA) of M/s Usha Martin Ltd., located in village Kathautia, Kajri, Garikhas, Palhekhurd, Sika, Sakhur and Batsara, Tehsil Daltonganj District Palamau, Jharkhand Environmental Clearance Reg.	Ministry of Environment and Forests	J-11015/ 61.2006- JA.II(M)	10.06.2006
2.	**Forest Clearance – Stage 1 and Stage 2**	Ministry of Environment and Forests		
3.	**Mine opening permission –** Permission to open Rajhara A, Rajhara B and Pandwa Top seam at Kathautia OCP	Ministry of Coal – CCO	CC/Tech/Open Perm./Kathautia OC (UML)/07-08	28.02.2008
4.	Permission from DGMS for Mine Opening	Ministry of Labour – DGMS		
5.	Permission of installation/ Trial Operation of Equipments	Ministry of Labour – DGMS		
6.	Ground water clearance	Ministry of Environment and Forests – Central Ground Water Board		
7.	Railway Siding Approvals	Ministry of Railway		
8.	Explosive Licenses	Ministry of Commerce, DIPP		
9.	Diesel Storage Tank	Ministry of		

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XI

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
		Commerce, DIPP		
10.	*(Any Other clearance)*			

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Annexure 4: Particulars of statutory licences, permits, permissions, approvals or consents issued by the State Government to be obtained on application by the successful bidder.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Consent to establish	State Pollution Control Board		
2.	Project Import Benefit	State Mineral Resource Department		
3.	Grant of Mining Lease	State Government		
4.	Land Mutation	State Government		
5.	Power Line from State Electricity Board	State Electricity Board		
6.	*(Any Other clearance)*			

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Annexure 5: Particulars of the contracts adopted by the successful bidder.

Description of contract	**Name and address of the contractor**	**Type of agreement**	**Valid From**	**Valid upto**	**Value of the contract**
Mining Contract	Ambey Mining Pvt. Ltd Address: Circular Court, 9th Floor, Block No 92, 8, A.J.C. Bose Road, Kolkata - 700017 Contract: 033-2289-2508	Contract	1/10/2013	31/03/2019	380 Crs
Security Contract for 79 security personnel	Shiva Protection Force (P) Ltd Address: H.O. B-117, Indra Place, Main Road, Ranchi, Jharkhand - 834 002 Contact: 0651-3248881	Purchase Order cum contract	1/10/2014	30/09/2015	14,258,796
Security Contract for 67 security personnel	Security & Intelligence Services (India) Limited Address: House No 579, Near Indra Chowk, Ranchi, Jharkhand. Contact: 93084 69761	Purchase Order cum contract	1/10/2014	30/09/2015	10,280,524
Supply of manpower at railway siding - Related to Special Action Group and house keeping	Sanjeev Enterprises Address : Adarsh Nagar , Ranchi - 835103	Purchase Order cum contract	1/10/2014	30/09/2015	14,003,556
Deed of lease for Guest house / office structure	Shri Ashok Prasad at : Plot no. 756 , Khata no. 4749 , Medininagar, District of Palamau	Lease Contract	1/11/2009	31/10/2015	2,448,000

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Description of contract	Name and address of the contractor	Type of agreement	Valid From	Valid upto	Value of the contract
	Jharkhand				
Deed of lease for Guesthouse	Sri Kuldeep Singh Address: Near Durga Petrol Pump , Ranchi Road, Redma Mouza , District of Palamau . Both floors having an area of 2360 sq. ft	Lease Contract	1/9/2014	1/08/2015	300,000

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ADITYA BIRLA
HINDALCO

Annexure No. R3-3

June 6,2025

The Nominated Authority
Ministry of Coal
Government of India
Shastri Bhawan, New Delhi

Sub: Notice for surrender of Kathautia Coal Mine, termination of CMDPA dated 02.03.2015 and cancellation of Vesting Order dated 23.03.2015- Land & Technical challenges beyond our control.

Respected Madam,

We are constrained to issue the present notice in the facts and circumstances described below:

1. As you are aware, the Kathautia coal mine situated in Palamau District, Jharkhand (**"Kathautia coal mine"**) was previously allotted by Ministry of Coal through Screening Committee route in favour of Usha Martin Ltd. (**"Prior Allottee"**).

2. The said allotment in favour of Prior Allottee was cancelled w.e.f. 31.03.2015 by the Hon'ble Supreme Court vide Judgment dated 25.08.2014 and Order dated 24.09.2014 in WP(Crl.) No. 120/2012 titled *ML Sharma v. Prl. Secretary*. The Prior Allottee had operated the Kathautia coal mine from 2008 till 31.03.2015 i.e. until deallocation of the mine.

3. Since the mine had been operated by the Prior Allottee and was operational until deallocation, we believed that the mine had requisite approvals and clearances and that there was no impediment in reopening the mine. Our understanding was confirmed by the Mine Summary and Mine Dossier issued prior to the auction of the mine under the Coal Mines Special Provisions Act, 2015 (**"CMSP Act"**) which made the following representations:

   (i) Mining lease area comprised of 938.27 Ha.
   (ii) The Project area comprised of 687.93 Ha.
   (iii) Forest Area was "Nil".
   (iv) Non-Forest Area comprised of 938 Ha.
   (v) Prior Allottee had secured all requisite statutory approvals and clearances for conducting coal mining operations and operated the Kathautia coal mine during 2008 till 31.03.2015.

Hindalco Industries Ltd.
8th Floor, Parsvnath Capital Tower, Bhai Vir Singh Marg, New Delhi – 110 001, India
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E: corporateaffairs@adityabirla.com | W: www.adityabirla.com
Corporate ID No. L27020MH1958PLC011238

4. Relying on such aforesaid representations we participated in the auction for Kathautia coal mine and were declared the Successful Bidder. The Coal Mines Development and Production Agreement dated 02.03.2015 (**"CMDPA"**) was executed between the President of India (through Nominated Authority) and HIL with respect to Kathautia coal mine.

5. In compliance with the Vesting Conditions specified under the CMDPA, we deposited the following with your good office:
   (i) Performance Security – Bank Guarantee to the tune of INR 268,88,80,000 – as per Clause 3.1 of CMDPA.
   (ii) Upfront Amount – INR 54,77,48,668 – as per Clause 3.1 r/w. Cl. 5.2 of CMDPA.
   (iii) Fixed Amount – INR 32,13,02,288 – as per Clause 3.1 of CMDPA.

6. As per the Vesting Order dated 23.03.2015 issued in our favour in terms of Section 8 of CMSP Act, the following area and types of coal bearing land falling within the mining lease area were stated to have been fully and absolutely transferred and vested in our favour w.e.f. the Vesting Date, i.e., 01.04.2015:

S N	Type of land	Extent (Ha.)	Extent (Acres)
1.	Freehold land for mining as per Mining Lease	162.0287	400.38163
2.	Leasehold Government land for mining as per Mining Lease	67.12	165.85713
3.	Leasehold private land for mining as per Mining Lease	492.72	1217.53764
4.	Forest land	Nil	Nil
	Total	**721.8687**	**1783.7764**

7. However, as we have informed your good office on several occasions, most of the vested land has not been made available for mining to us despite the lapse of over 10 years since the purported absolute transfer and vesting of the above land.

8. All our representations at all levels requesting for resolution of the issues regarding availability of land have remained unresolved. We are also forced to pursue litigation before the High Court of Jharkhand at Ranchi as detailed below, without any resolution in sight.

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Corporate ID No. L27020MH1958PLC011238

9. Records will show that the following disputes are pending in relation to the land falling in the Kathautia coal mine.

A. <u>344.16 acres of land declared to be *jungle jhari* (deemed forest land) after execution of mining lease:</u>

10. You are well aware that after allocation and vesting of the Kathautia Coal Mine in our favour w.e.f. 01.04.2015, Jharkhand State Government vide Letters / Orders dated 29.08.2015, 17.09.2015, 22.09.2015 and 19.10.2015 claimed for the first time that an extent of 344.16 acres within the mining lease area allegedly comprised *jungle-jhari* (deemed forest) land and stated that our application for grant of Mining Lease would be processed only after grant of Forest Clearance under Forest (Conservation) Act 1980 (**"FC Act"**).

11. Subsequently, the results of the revisional survey and settlement of records under the Chota Nagpur Tenancy Act, 1908 (**"CNT Act"**) initiated in the year 1977 were published vide Notification dated 04.07.2016 which confirmed that there was no *jungle-jhari* land within the mining lease area of Kathautia coal mine.

12. After publication of the survey records, on 07.10.2016, i.e. 18 months after the Vesting Date, the Mining Lease was executed by Jharkhand State Government for the Kathautia coal mine comprising 687.92 Ha. (1699.88 Acres) on the basis that there was no *jungle jhari* land in the mining lease area.

13. We also discovered after winning the mine that the Prior Allottee had made several deviations in relation to statutory compliances for the mine. We were constrained to regularize the Prior Allottee's deviations and obtain several other statutory approvals afresh, including preparation of Mine Closure Plan and approval thereof by Ministry of Coal; execution of Escrow Agreement with CCO; regularization of Escrow Account; Consent to Operate and Mine Opening Permission. We have kept you informed through our numerous communications of such additional compliances made by us.

14. Despite delay and such difficulties, we commenced coal production in the last week of February 2017, after the grant of Mine Opening Permission by CCO on 24.02.2017 and other requisite statutory approvals.

15. However, to our dismay, within 4 months of commencement of coal production in February 2017, the Jharkhand State Government vide Letters / Orders dated

12.07.2017, 03.08.2017 and 09.10.2017 once again alleged the existence of 344.16 acres *jungle jhari* (deemed forest) land within the Mining Lease area and directed us to stop all mining activities at Kathautia coal mine until Forest Clearance under FCA 1980 was obtained.

16. We were constrained to approach the Hon'ble Jharkhand High Court in WP(C) 6046/2017 for challenging the aforesaid orders issued by Jharkhand State Government. Vide order dated 13.10.2017, Hon'ble Jharkhand High Court was pleased to stay the operation of the impugned orders dated 03.08.2017 and 09.10.2017 subject to the condition that we shall not undertake any mining operations over the extent of 344.16 acres land within the mining lease area which was alleged to be *jungle jhari* (deemed forest) land.

17. Even though we have made out a good case from records that the alleged area claimed to be *jungle jhari* land had been diverted much before the enactment of the FC Act, the aforesaid proceedings continue to remain pending before Hon'ble Jharkhand High Court even as on date with no resolution in sight. Vide Order dated 22.06.2022, Hon'ble Jharkhand High Court was pleased to implead Ministry of Coal as Respondent No. 7 in WP(C) 6046/2017 and Ministry of Coal was directed to file counter affidavit within 4 weeks. However, the Ministry of Coal has not filed counter affidavit in WP(C) 6046/2017 even as on date despite lapse of almost 3 years since impleadment.

18. Thus, we are unable to undertake mining operations over an extent 344.16 acres land since October 2017 till date. Since such land is not contiguous and is scattered within the mining lease area, we are also unable to access land which is in close proximity to such land, and which cannot be accessed without access to the alleged *jungle jhari* area.

B. <u>165.85 acres of land comprising Government land has not been transferred to HIL till date</u>:

19. The Jharkhand State Government vide GO dated 07.07.2012 had granted permission in favour of the Prior Allottee for transfer of 165.85 acres Government land for mining purposes with respect to Kathautia coal mine. The Prior Allottee had deposited INR 4,20,74,110/- with Jharkhand State Government with respect to the said Government land.

20. Vide the Vesting Order dated 23.03.2015, the said extent of 165.85 acres Government land also stood absolutely transferred and vested in our favour. The

expenditure incurred by the Prior Allottee for transfer of Government land was reimbursed to Prior Allottee from the Fixed Amount deposited by us with your good office under the CMSP Act. Thus, we have paid full amount for 165.85 acres of government land falling in the Kathautia coal mine.

21. However, despite over 10 years having passed since the absolute transfer and vesting of the land in the mining lease including the 165.85 acres Government land in our favour, the Jharkhand State Government is yet to grant possession of the said land to us for reasons best known to itself.

22. We have left no stone unturned for obtaining possession of the said land including approaching the Hon'ble Jharkhand High Court in WP(C) 4173/2022 seeking directions to Jharkhand State Government for handover of Government land to us. Vide order dated 07.11.2023, Hon'ble Jharkhand High Court *inter alia* directed Jharkhand State Government to decide our representation within 45 days. We have duly submitted our representation to the State Government on 17.11.2023 however, the same is pending till date. Copy of order dated 07.11.2023 of the Hon'ble High Court in WP(C) 4173/2022 is annexed herewith as **Annexure - A**.

C. 859.07 acres of Private (Raiyat) land remains locked in dispute with individual landowners:

23. In the year 2012, the Jharkhand State Government purportedly acquired 1217.5030 acres private (Raiyat) land for and on behalf of the Prior Allottee by invoking the urgency provisions under the erstwhile Land Acquisition Act, 1894.

24. However, at the time of auction in 2014-15, we were not informed that landowners had already challenged the invocation of urgency provisions by Jharkhand State Government for land acquisition for Kathautia coal mine before Hon'ble Jharkhand High Court and that the said proceedings had been pending since 2012.

25. After the allocation of Kathautia coal mine in our favour in 2015, it came to our knowledge that a batch of at least 49 such writ petitions were pending consideration before Hon'ble Jharkhand High Court.

26. Vide order dated 11.01.2017 in WP(C) 5749/2012 titled *Sardar Manjhi v. State of Jharkhand* and connected batch matters, Hon'ble Jharkhand High Court directed the Jharkhand State Government to consider the landowners' representation for denotification of land under acquisition proceedings in terms of Section 48 of the Land Acquisition Act, 1894 within the stipulated period.

Thereafter, Jharkhand State Government de-notified the entire extent of 1217.5030 acres private (Raiyat) land from acquisition.

27. Considering the above, we were constrained to pursue proceedings under the CNT Act for acquisition of surface rights over private land parcels from individual landowners / Raiyats. Despite considerable regulatory challenges and a complete absence of support from stakeholders, we were able to acquire surface rights only over 398.12 acres private land under CNT Act out of the total 1257.19 acres private land specified under the Mining Lease dated 07.10.2016. In other words, an extent of 859.07 acres private Raiyat land falling within the mining lease area has remained inaccessible to us despite our best efforts.

28. We have faced substantial challenges in undertaking production even over the private land acquired under CNT Act as the same is not contiguous and is accessible only through land that is not accessible to us on account of reasons stated hereinabove. Consequently, we have been able to produce from only 134.40 acres Raiyat land.

29. Several landowners / raiyats have refused to hand over possession of private land acquired under CNT Act despite having received compensation as mutually agreed or determined by the Government Authorities under CNT Act.

30. During 2019-20, several landowners / raiyats who had already received compensation from us towards land, assets and R&R approached Hon'ble Jharkhand High Court and filed at-least 29 writ petitions *inter alia* seeking enhanced compensation with the lead writ petitions bearing WP(C) 1326/2019 titled *Ramjit Saw v. State of Jharkhand* and WP(C) 4357/2019 titled *Rajkumar Saw v. State of Jharkhand*. Vide Orders dated 03.03.2020 and 05.03.2020 in the said batch matters, Hon'ble Jharkhand High Court disposed of the said writ petitions directing the Jharkhand State Government to consider and decide the representations of the said landowners / raiyats regarding compliances under CNT Act. Despite the lapse of over 5 years since the directions passed by Hon'ble Jharkhand High Court, the said proceedings continue to remain pending before the district administration even as on date and have not attained resolution / conclusion.

31. Due to the above challenges, we were once again constrained to approach the Hon'ble Jharkhand High Court by filing the following writ petitions:

(i) WP(C) 4172/2022 wherein we sought directions to Ministry of Coal and Jharkhand State Government for handover of possession with respect to

1257.19 acres private (Raiyat) land falling within the ML area of Kathautia coal mine.

(ii) WP(C) 4213/2022, WP(C) 4214/2022, WP(C) 4215/2022, WP(C) 4216/2022, WP(C) 4217/2022, WP(C) 4218/2022 2022 wherein we sought directions to Jharkhand State Government for eviction of 6 landowners / raiyats who have refused to handover possession of their respective lands acquired under CNT Act despite having received compensation from us towards land, assets as well as R&R.

32. Vide order dated 07.11.2023 in the aforesaid matters pertaining to private (Raiyat) land, Hon'ble Jharkhand High Court directed that the disputes between landowners / raiyats and us regarding handover of possession of land acquired under CNT Act and determination of compensation be referred to mediation. The said mediation proceedings have also failed despite bona fide efforts made by us to facilitate amicable resolution.

33. The status of land falling in the Kathautia coal mine is set out in the following table:

S. No	**Description**	**Extent (acres)**
1.	Total land for mining as per Mining Lease	1783.7764
Extent Land not available for mining		
2.	Alleged Jungle Jhari Land	344.16 (A)
3.	Private (Raiyat) not available to HIL	859.07 (B)
4.	Government Land not available to HIL	165.85 (C)
5.	Total (A+B+C)	**1369.08**

34. From the above table, majority of the area of the mining land is not available to us for mining in the Kathautia block.

35. The limited land that is in our possession has either already been mined out or can't be mined out due to being scattered and in vicinity of the alleged jungle jhari land and other land that is inaccessible.

36. Due to the non-availability of mining land, we could produce only 0.19 MT in the period between April 2023 to December 2023 and there has been no coal production and dispatch since December 2023.

D. **Technical challenges**:

37. Due to the unavailability of majority of the land falling within the mining lease as is clearly illustrated in the table at paragraph 33 above, we have been facing the following technical challenges in producing from the mine:

(i) We are not able to develop a single contiguous pit and at present there are 4 different small pits (Pit-A, B, C and D) within the ML area. The pits being small, it is impossible to achieve the PRC of 0.8 MTPA.

(ii) We are unable to deploy equipment and conduct operations as per the Mining Plan and are constrained to operate on *ad hoc* basis on whatever land is available.

(iii) Since most of the private lands that are still in occupation of Raiyats / landowners are within the range of 100m we cannot conduct controlled blasting for face advancement and are forced to adopt manual methods that are not conducive for optimizing production.

(iv) In addition, we are being held accountable by the Ministry of Environment, Forests and Climate Change (MoEF&CC), vide notice dated 31.05.2023 for past non compliances by Prior Allottee. We are being made accountable for the consequences of the Prior Allottee's non-compliances. This is not acceptable especially when we are yet to enjoy commercial returns from our investment in the mine.

(v) Despite multiple attempts, we have been unable to take possession of the land of Pit C. Local people cause obstructions on the road, resulting in the suspension of mining operations several times.

(vi) Additionally, since part of the alleged *jungle jhari* land land is located in front of the approach road to Pit C, we are also not able to access the previously excavated area in Pit C, which includes land for which compensation has already been paid by us.

38. The above facts and circumstances clearly establish that there can be no production from the Kathautia coal mine until the disputes involving the land falling within the mining lease are resolved. Such disputes have not been resolved in the ten years since the allocation of the mine to us due to complete apathy amongst government officials. The CMDPA has become impossible of further performance which is clear from the fact that we have not been able to produce and dispatch from the mine since December 2023.

ADITYA BIRLA
HINDALCO

39. You are aware that there has been nil coal production from the Kathautia coal mine for the past 1.5 years since December 2023. No transit passes have been issued by the State Government since then.

40. We invested in the Kathautia coal mine to ensure continuous supply of coal to the extent of the PRC of the mine for our Captive Power Plant (**"CPP"**). Not only are we not able to produce from the mine, but since the Kathautia coal mine remains allocated to Hindalco, our entitlement to coal linkage for our CPP at Mahan, Madhya Pradesh in auctions conducted by Coal India Ltd. (**"CIL"**) is reduced to the extent of the PRC of the coal mine i.e. 0.8 MT as per CIL's policy.

41. We are maintaining the mine and essential mine safety infrastructure despite nil production, thereby incurring heavy costs.

42. It is not unknown that private sector is already under considerable stress due to the ongoing coal crisis and prioritization of coal to the power sector and public sector undertakings. Having to maintain a non-productive mine adds to our hardship.

43. It is clear from material available on record that the CMDPA and Mining Lease could never be performed to their full extent despite our best efforts and the Kathautia coal mine could never be fully exploited by us since its reopening due to non-availability of land. The CMDPA has become impossible of further performance due to lack of access to mining land.

44. In the circumstances, we are left with no option but to surrender the Kathautia coal mine. Therefore, kindly treat the present letter as our notice of surrender of the CMDPA dated 02.03.2015. We also hereby request you to kindly cancel the Vesting Order dated 23.03.2015 and terminate the CMDPA dated 02.03.2015 with respect to Kathautia coal mine.

45. Surrender of the Kathautia coal mine would also be in line with the Central Government's endeavors to remove legislative roadblocks in providing equal access to natural resources and we believe that the Central Government is in fact committed to removing legacy issues as is illustrated by Notification No. NA=301/1/2021-NA dated 9th May 2022 issued by the Central Government offering the One Time Window Scheme to surrender non-operational coal mines without penalty. This is indeed a bold step in resolving legacy issues and putting the mines back in auction for subsequent successful bidders to step in knowing fully well about the pending issues with the mine.

46. The objective behind the One Time Window Scheme is also laudable as early operationalization of coal blocks would provide employment, boost investment, contribute to economic development of backward areas of the country, reduction in litigation and promotion of ease of doing business leading to reduction in import of coal in the country.

47. As elaborated above issues regarding availability of land were revealed to us after the mine was vested upon us and for which we had not bargained. Without land being made available to us, the CMDPA and the mining lease cannot be performed. We would therefore urge that our case be treated at par with that of any Government Company allottees who have been offered relief under the said policy.

48. Public interest would be better served if all mines such as Kathautia coal mine, irrespective of whether they were allotted to Government or Non-Government Companies are pooled for re-auction and offered to interested parties afresh with a fresh commitment towards facilitation and after full disclosure of all underlying issues in operationalization.

49. We are initiating steps to withdraw the various litigation in relation to the land falling in the Kathautia coal mine to which we are a party.

Submission:

In view of the above, kindly advise your good office to initiate procedure for takeover of the mine please.

We remain available for any further information/clarification(s).

Thanking you in anticipation.

Yours sincerely,
For **Hindalco Industries Ltd.**

6/6/2025

Dr. Vinod K Verma
President & Head- Regulatory Affairs (HIL)
Call +91 9990000260/+91 9990000404

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P. (C) No. 4173 of 2022

Hindalco Industries Limited through its Authorized Signatory Vijay Kant Dubey ... ... Petitioner

Versus

1. The State of Jharkhand through the Chief Secretary
2. The Secretary, Department of Mines and Geology, Govt. of Jharkhand, Ranchi.
3. The Joint Secretary, Department of Mines and Geology, Govt. of Jharkhand, Ranchi.
4. The Deputy Commissioner, Medninagar, Palamau, Jharkhand.
5. Nominated Authority, Ministry of Coal, Union of India, New Delhi.

.... Respondents.

CORAM: SRI SANJAYA KUMAR MISHRA, C.J.
SRI ANANDA SEN, J.

For the Petitioner: M/s Indrajit Sinha, Ashish Prasad, Vaibhav Kumar, Prerna Jhunjhunwala, Advocates.
For the State: Mr. Rajiv Ranjan, A.G.
Mr. Manoj Kumar, GA-III
Mr. Aditya Raman, AC to GA-III
For the UOI: Mr. Anil Kumar, ASGI

14/07.11.2023: By filing this writ petition, the petitioner has prayed for following relief(s):-

(i) For the issuance of appropriate writ(s)/Order(s)/direction(s), particularly writ in the nature of mandamus to the State Government of Jharkhand and the Deputy Commissioner, District- Palamau Jharkhand, to expeditiously hand over Government land admeasuring 98.59 Acres mentioned in the Mining Lease dated 7.10.2016 in respect of Kathautia Coal Mines executed in favour of Hindalco Industries Limited.
(ii) For the issuance of appropriate writ(s)/Order(s)/direction(s), particularly writ in the nature of mandamus to the Office appointed by the State Government of Jharkhand under Rule 72 of the Mineral Concession Rules, 1960 to expeditiously act on the petitioner's application bearing No. HIL/KOCCM?LAND/2022/29 dated 4.5.2022 under Rule 72 of the Mineral Concession Rules, 1960 and handover possession to the petitioner of Government land admeasuring 98.59 Acres mentioned in the Mining Lease dated 7.10.2016 in respect of Kathautia Coal Mines executed in favour of the petitioner.

2. In course of hearing learned counsel appearing for the parties agree that the Deputy Commissioner, Palamau, should take a decision considering the matter and decide the amount of compensation, to be paid by the petitioner to the State Government.

3. Learned Advocate General would submit that the petitioner should file a representation before the Deputy Commissioner, Palamau, giving a detailed

proposal of such payment of compensation. On such an event, the representative of the petitioner shall be heard along with the such Government Official, as may be necessary and deemed just by the Deputy Commissioner, Palamau and he will decide the matter within a period of forty five (45) days from the date of production of a copy of this order along with representation by reasoned and speaking order.

4. With the aforesaid observation and direction, this writ petition stands disposed of.

(Sanjaya Kumar Mishra, C.J.)

(Ananda Sen, J.)

Anu/-CP2

Annexure No. R3-4

Through Speed Post/Email

File No. 104/3/2015/NA
Government of India
Ministry of Coal
Office of Nominated Authority
****

120-F, Shastri Bhawan, New Delhi
Dated: 27th November, 2025

To,
Sr. Vice President & Head, M/s HIL
8th Floor, Parsvnath Capital Tower
Bhai Vir Singh Marg, New Delhi -110 001.

Subject: Request for surrender of Kathautia Coal Mine - Studies to be conducted, Reg.

Sir,

I am to refer to your letter dated 06.06.2025 vide which M/s HIL has submitted a request for surrender of Kathautia coal mine on account of exhaustion of the reserves.

2. Subsequently, this office had referred the matter to CMPDIL for comment on extraction of remaining reserves in Kathautia coal mine which shall enable this Ministry to take further decision regarding surrender/handover request of Kathautia coal mine. In reply, M/s CMPDIL conveyed that the same will be undertaken by them as a separate assignment requiring formal work order from coal block allocatee.

3. In view of the above, you are advised to approach CMPDIL for undertaking the study on extraction of balance reserves and submit the report. Further, the Temporary Mine Closure Plan of Kathautia coal mine shall also be prepared and submitted to this office so that an appropriate decision regarding your request for surrender/handover of Kathautia coal block may be taken by this Ministry.

Yours faithfully,

Digitally signed by
ARVIND KUMAR
Date: 27-11-2025
16:05:40

(Arvind Kumar)
Under Secretary to the Government of India
Tel: 011-23384106

Copy to:
GM(UMD), CMPDIL, Ranchi