

Allotment Agreement for Gare Palma Sector - II Coal Mine

SCHEDULE B - PARTICULARS OF THE SPECIFIED END USE PLANT

S. No	Name of Specified End Use Plant	Address	Configuration	Capacity
1	Chandrapur Thermal Power Station Unit 8 & Unit 9	Chandrapur Unit 8 & 9 (2x500 MW), Expansion Project, Nirman Bhavan, Urja Nagar, Chandrapur-442404.	2x 500 MW	1000 MW
2	Koradi Thermal Power Station, Unit 8, Unit 9 & Unit 10	Koradi Complex, Chindwara Road, Koradi-441111, Dist. Nagpur, Maharashtra	3 x 660 MW	1980 MW
3	Parli Thermal Power Station, Unit 8	Taluka- Parli Vaijnath, Dist. Beed - 431520, Maharashtra	250 MW	250 MW

*MW stands for Mega Watt



Signature of J.P. NAGPAL
 Joint Secretary / Under Secretary
 Dept. of Coal / Govt. of India
 Ministry of Coal / Ministry of Coal
 New Delhi / New Delhi



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Signature of B.D. SHARMA
 B.D. SHARMA
 RQP NO. 34012/03/2014-CPAM

SCHEDULE C - FORMAT OF INTIMATION TO THE NOMINATED AUTHORITY

To
The Nominated Authority
[address]
[date]

Sub: Intimation under Clause 3.1(f) of the Allotment 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 creditors¹) 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 intend 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 Allotment Order.

¹ Not applicable if the Allottee 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.



Handwritten signature and text:
Jointly with the Secretary,
Ministry of Coal,
Government of India,
New Delhi / Shashi Bhawan
New Delhi / New Delhi

Handwritten initials 'JF'.



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Handwritten signature of B.D. Sharma.

B.D. SHARMA
RQP NO. 34012/03/2014-CPAM

Allotment Agreement for Gare Palnu Sector - II Coal Mine

Yours Sincerely,

.....

(Authorised Signatory)

Name:

Designation:

Enclosed: As Above


Annexure A

Annexure B

Annexure C

Annexure D




R.P. NAGPAL
Under Secretary
Govt. of India
Ministry of Coal
New Delhi



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B.D. SHARMA
RQP NO. 34012/03/2014-CPAM

SCHEDULE D - FORMAT OF THE COMPLETION NOTICE

To
The Nominated Authority
[address]
[date]

Sub: Completion Notice under Clause 3.2.1 of the Allotment Agreement (the "Agreement").

Dear Sir,

We write with reference to Clause 3.2.1 of the Agreement. We have completed each of the Allotment 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 Allotment Conditions is enclosed.

Yours Sincerely,

(Authorised Signatory)

Name:

Designation:

Enclosed: As Above



Not applicable if the Allottee is not the Prior Allottee.



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B.D. SHARMA

RQP NO. 34012/03/2014-CPAM

SCHEDULE E - EFFICIENCY PARAMETERS

S. N.	Milestone	Time Limit in Months (From the date of the Allotment Order)
1	Prospecting License	0
2	Completion of Exploration and Preparation of Geological Report (GR)	0
	Events after preparation of GR	
3	Mining Lease Application	3
4	Submission of Mining Plan	6
5	Mining Plan Approval	11
6	Previous Approval Application	12
7	Previous Approval	13
8	Forest Clearance Application	11
9	Forest Clearance	21
10	Environment Clearance Application	11
11	Environment Clearance	21
12	Grant of Mining Lease	24
13	Land Acquisition (To reach rated capacity)	36/42(in case of forest land)
14	Opening of Escrow Account	37/43(in case of forest land)
15	Application for Opening Permission	37/43(in case of forest land)
16	Grant of Opening Permission	38/44(in case of forest land)
17	Schedule of Production/ Reaching Rated Capacity	As per approved Mining Plan
18	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.



उप सचिव / U.P. NAGPAL
अवर सचिव / Under Secretary
कोयला विभाग / Ministry of Coal
302-31 कोयला / Shastri Bhawan
नई दिल्ली / New Delhi

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SCHEDULE F - FORMAT OF PERFORMANCE SECURITY

[Reference number of the bank]

[date]

To

The Nominated Authority

[address]

WHEREAS

- A. [Name of the Allottee] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Allottee], 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 "Allottee") is required to provide an unconditional and irrevocable 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 Allotment Agreement dated [date] (the "Agreement").
- C. We, [name of the bank] (the "Bank") at the request of the Allottee do hereby undertake to pay to the Central Government an amount not exceeding INR [figures] (Indian Rupees [words]) to secure the obligations of the Allottee 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 payment bank guarantee (the "Guarantee") on behalf of the Allottee in the amount INR [figures] (Indian Rupees [words]).

- I. 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



[Handwritten signature]
 Director, Coal Mines (Special Provisions) Ordinance, 2014
 Ministry of Coal, Government of India

[Handwritten signature]



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[Handwritten signature]

B.D. SHARMA
 RQP NO. 34012/03/2014-CPAM

[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 Allottee on any matter whatsoever. The Bank undertakes to pay to the Nominated Authority any money so demanded notwithstanding any dispute or disputes raised by the Allottee 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 Allottee 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 Allottee and also waives any right that the Bank may have of first requiring the Nominated Authority to pursue its legal remedies against the Allottee, 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 any of the terms and conditions of the Agreement;
 - (ii) extend and / or postpone the time for performance of the obligations of the Allottee under the Agreement, or
 - (iii) forbear or enforce any of the rights exercisable by the Nominated Authority against the Allottee 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 Allottee 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. It is clarified that even in such case the



उपसचिव, नगरपालिका, I.P. NAGPAL
 जल संसाधन / जल सचिव, भारत सरकार / Govt. of India
 नगरपालिका / Ministry of Coal
 नयाँ दिल्ली / New Delhi



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S.B.

Allotment Agreement for Gare Palma Sector - II Coal Mine

obligation of the Bank shall not in any manner exceed in the aggregate the amount of INR [figures] (Indian Rupees [words]).

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 Allottee.
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 Allottee 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 Allottee and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the [date of expiry of bank guarantee] the Bank 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.
12. The Nominated Authority may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the President of India. The Nominated Authority may also assign this Guarantee in favour of the Governor of a State, with prior intimation to the Bank. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.

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



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B.D. SHARMA
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Allotment Agreement for Gare Palma Sector - II Coal Mine


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

(Signature)

(Name and Designation)

(Bank Stamp)




श्री श्री इ.पी. नागपाल
अवर सचिव / Under Secretary
कोयला विभाग / Govt. of India
शस्ती भवन / Ministry of Coal
नई दिल्ली / Shastri Bhawan
नई दिल्ली (New Delhi)



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SCHEDULE G – WARRANTIES**1. INFORMATION**

- 1.1. The information, provided to the Nominated Authority during the allotment process and any time thereafter, including but not limited to the information contained in this Agreement, by the Allottee 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 allotment 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 allotment 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 allotment process was incorrect, inaccurate or misleading in any manner whatsoever.

2. AUTHORITY

- 2.1. The Allottee 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 Allottee, and (assuming due authorisation, execution and delivery and performance by the Parties), constitutes a legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with the terms of the Agreement.
- 2.3. The Allottee has obtained requisite corporate authorisation, including passing of all necessary resolutions 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 Allottee and 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 Allottee;
 - (b) require on the part of the Allottee, 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



Handwritten signature and stamp of the Nominated Authority, Government of India, M/o Coal, with text in Hindi and English.

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Handwritten signature.

notice, consent or waiver under, any contract or instrument to which the Allottee 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 Allottee 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 Allottee

- (a) is a Government company 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 Allotment Document;
- (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 Allottee'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 Allottee 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 Allottee or the Central Government;



[Signature]
 जयशंकर प्रसाद / J.P. NAGPAL
 Under Secretary
 भारत सरकार / Govt. of India
 कोयला मंत्रालय / Ministry of Coal
 नई दिल्ली / New Delhi



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[Signature]

Allotment Agreement for Gare Palma Sector - II Coal Mine

- (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 Allottee to any Person to procure the rights granted hereunder; and
- (ii) Without prejudice to any express provision contained in this Agreement, the Allottee acknowledges that prior to the execution of this Agreement, the Allottee 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 Allottee in the course of performance of its obligations hereunder. The Allottee 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 Allottee.



lp
 श्रीमान् जयन्त लाल नागपाल
 Joint Secretary (I.P.) Nagpal
 Ministry of Coal, Government of India
 New Delhi



B.D.
B.D. SHARMA
 RQP NO. 34012/03/2014-CPAM

*Allotment Agreement for Gare Palma Sector - II Coal Mine***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 Allottee

Address	Maharashtra State Power Generation Company Limited, "Prakashgad" Plot No G-9, A.K. Marg, Bandra (East), Mumbai, Maharashtra-400051, India
Telephone	022-26475927, 26474211 09096776741
Fax	022-26581466
E-mail (only for information)	ccfmc@mahagenco.in



Handwritten signature
 J. P. NAGPAL
 Under Secretary
 Govt. of India
 Ministry of Coal
 Shastri Bhawan
 New Delhi



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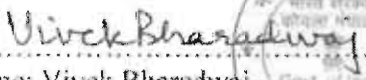

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B.D. SHARMA
 RQP NO. 34012/03/2014-CPA

Allotment Agreement for Gare Palma Sector - II Coal Mine

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 30, 2015


Maharashtra State Power Generation
Company Limited


Name: Jayant Hanumantrao Bobde
Designation: Chief Engineer
Date: March 30, 2015
Duly authorized to execute this Agreement
pursuant to resolution passed by the board of
directors of the Maharashtra State Power
Generation Company Limited.



B.D. SHARMA
Secretary
Ministry of Coal
Government of India
Sardar Vallabhbhai Patel
New Delhi / New Delhi



Maharashtra State Power Generation Co.Ltd.
Prakashgad, Prof.Anant Kanekar Marg,
Bandra(East), Mumbai-400 051.
Tel.Nos.022-26472146/ 4211

Ref. No.:- MSPGCL/BM-155/155.19

Date:- 25.02.2016

Copy of resolution passed at the meeting of Board held on 20th Feb., 2016

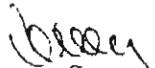
Item no 155.19: Approval for certification regarding protective measures and Mine Closure Activities including Reclamation and Rehabilitation of Gare Palma Sector – II coal mine and commitment to open an Escrow Account with Coal Controller Organization (On behalf of Govt.) in the matter of preparation and submission of Mining Plan and Mining Closure Plan of Gare Palma Sector – II coal mine to MoC.


Resolution no 2016/1944: The Board considered the Proposal to the Board no. ED(Fuel/Coal)/34C/42 dated 12.02.2016 submitted by Executive Director (Fuel/Coal) for approval for certification regarding protective measures and Mine Closure Activities including Reclamation and Rehabilitation of Gare Palma Sector- II coal mine and commitment to open an Escrow Account with Coal Controller Organisation (On behalf of Govt.) in the matter of preparation and submission of Mining Plan and Mining Closure Plan of Gare Palma Sector- II coal mine to MoC.


Board resolved and accorded approval as under:

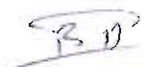
1. That Gare Palma Sector-II Coal Mine will be developed as per the approval of the Mining plan from Ministry of Coal and all other approvals, as required will be obtained from relevant authorities.
2. That the Protective Measures and Mine Closure Activities including Reclamation and Rehabilitation shall be carried out in accordance with approved Mining Plan and Mine Closure Plan and any amendments or modifications which may be made by the Ministry of Coal from time to time.
3. That the Maharashtra State Power Generation Company Ltd (Mahagenco) is committed to open an Escrow Account in one of the Scheduled Bank with the Coal Controller Organization (on behalf of Govt.) as exclusive beneficiary and Mahagenco shall make payments in such escrow account at the rate computed and finalized by Ministry of Coal as per Mine Closure Guidelines amended from time to time; and the escrow account shall be linked to the Wholesale Price Index as notified by the Govt. from time to time.

The Board further directed to ED (Fuel/coal) to write to Ministry of coal for the option to submit Bank Guarantee in place of Escrow Account.


Company Secretary
MSPGCL


I.P. NAGPAL
अवर सचिव / Under Secretary
भारत सरकार / Govt. of India
कोयला मंत्रालय / Ministry of Coal
शास्त्री भवन / Shastri Bhawan
नई दिल्ली / New Delhi

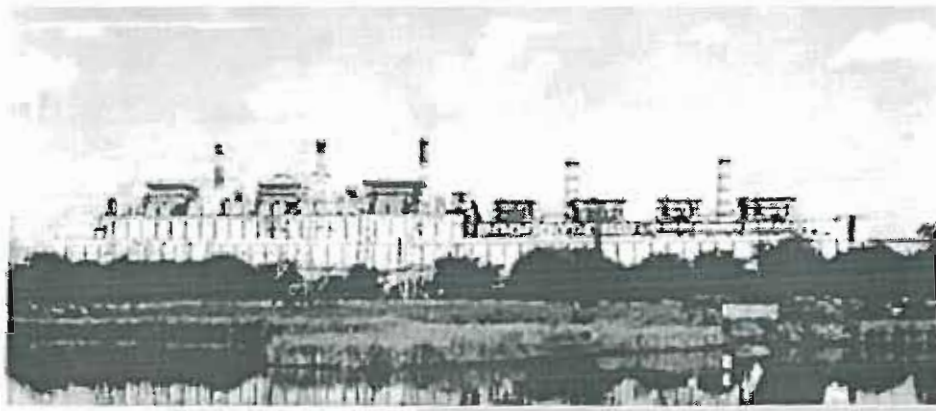

B.D. SHARMA
RQP NO. 34012/03/2014-C




B.D. SHARMA
RQP NO. 34012/03/2014-CPAM



Corporate Social Responsibility (CSR) Policy



Maharashtra State Power Generation Company Limited
(Maharashtra)


इ.पी. नागपाल / I.P. NAGPAL
अपर सचिव / Under Secretary
भारत सरकार / Govt. of India
कोयला मंत्रालय / Ministry of Coal
शास्त्री भवन / Shastri Bhawan
नई दिल्ली / New Delhi


B.D. SHARMA
RQP NO. 34012/03/2014-CPA&E

ANNEXURE : 15-3

*All persons are proposed to be absorbed in other units of the company, hence no provision for Golden Handshake has been made

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 आर्यभट्ट नारायण P. NIGPAL
 और सचिव, राज्य सरकार
 भारत सरकार, Ministry of Coal
 नया दिल्ली
 भारत

The detailed list of activities which may be taken up under some of the aforesaid categories is enclosed as 'Annexure-I'. All activities under the Policy should be environment friendly and for the benefit of the local people and society at large.

6. FUNDING

- 6.1 The **CSR budget will** be mandatorily passed by a Board Resolution.
- 6.2 2% of the average net profits of the company made during the three immediately preceding financial years, in pursuance of Corporate Social Responsibility Policy.
- 6.3 The CSR Budget should be fixed for each financial year.
- 6.4 60% limit of total CSR budget shall be utilize on CSR activities as mention in (a), (b) & (c) of 5.1 and 40% of total CSR budget shall be utilize on rest of CSR activities as mention in 5.1.

7. Monitoring the Progress of CSR activities


- 7.1 The CSR Committee shall regularly monitor the progress of the various CSR activities/ works undertaken by it. A periodical status report on the progress of CSR activities shall be furnished by the concerned Chief Engineer of Project/ Power Station to the Corporate Level CSR committee, MSPGCL.
- 7.2 The Annual Progress Report and Annual Audited Expenditure approved by the CSR Committee shall be placed before the Board of Directors of MSPGCL.

8. Ownership of assets

Ownership of the assets developed under CSR Policy would vest in the concerned Government Departments/ Panchayats. Upkeep & Maintenance of these assets shall be the responsibility of the concerned Departments / Panchayats.

9. Power to issue clarifications

MSPGCL shall have the power to issue any clarifications on the various provisions of this CSR Policy, from time to time.


लक्ष्मी नारायण / L.P. NAGPAL
अवर सचिव / Under Secretary
भारत सरकार / Govt. of India
कोयला विभाग / Ministry of Coal
शास्त्री भवन / Shastri Bhawan
नई दिल्ली / New Delhi

Annexure –I

Suggestive CSR activities/ works under some of the fields stated at Clause-6 of Corporate Social Responsibility Policy of MSPGCL.

(i) Education

- Education by providing Primary, Middle and Higher Secondary Schools in colonies.
- Counseling of villagers to encourage their children for education and Conduct awareness programmes for promotion of girl education.
- Special attention on education, training and rehabilitation of Project Affected People
- Providing Scholarships to the meritorious students of the schools in the Project Affected Areas.
- Promotion of Professional Education by sponsoring PAP students for ITI/ Diploma courses..

(ii) Drinking Water Supply

- Providing water taps to villagers to full fill their daily need of water wherever the pipe line is laid for of water supply.
- Installation/ Repair of Hand Pumps/ Tube wells.
- Creating awareness towards proper utilization of waste water after treatment.
- Restoration, development/ construction of Water Tanks/ ponds.

(iii) Health Care

- Organizing Mobile Clinics/ medical camps in the villages of Project Affected Areas.
- Organizing general awareness camp for the surrounding villages to make the people realize the harmful effects of social evils like smoking, alcohol, drug abuse etc.
- Conduct Aids awareness programmes in Project affected areas.

(iv) Environment

- Organizing sensitizing programmes on Environment Management and Pollution Control.
- Green belt Development.
- Create awareness for adoption of environmental friendly technologies in everyday life.
- Supply of fly ash free of cost to brick manufactures in the Project affected areas, keeping in view the applicable rules/ regulations.
- Undertake or support afforestation, social forestry.

(v) Social Empowerment

- Support for providing training to rural youth for Self Employment such as Fitter, Welding, Fabrication, Electrician etc.
- Organizing training programmes for women in tailoring, embroidery, designs, home foods, pickles, painting, interior decoration and other such vocational Courses.

(vi) Sports and Culture

- Promotion of sports activities in nearby villages by conducting tournaments in sports such as Football, Kabaddi, Khokho, etc.
- Providing sports materials for Football, Volleyball, Hockey sticks etc to the young and talented villagers.
- Sponsorship of Sports event in the Project affected areas.
- Support for development of play grounds in Project affected areas.

(vii) Infrastructural development

- Construction / repairs of community halls, road etc.
- Providing Street lighting.
- Providing furniture & equipments to educational institutions.
- Development of public utilities and sanitation facilities.
- Tree plantation including fruits trees.
- Construction of public cremation ground /burial grounds.
- Creating common grazing land/ small distributaries for irrigation.



B.D. SHARMA

RQP NO. 34012/03/2014-CPAM

This first Amendment to the Allotment Agreement ("Amendment 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) Act, 2015 (the "Nominated Authority").
- 2 **Maharashtra State Power Generation Company Limited** incorporated in India under the Companies Act, 1956 with corporate identity number U40100MH2005SGC153648, whose registered office is at "Prakashgad" Plot No G-9 Anant Kanekar Marg, Bandra (East), Mumbai, Maharashtra - 400051, India (the "Allottee").

BACKGROUND:

- A. The Allotment Agreement dated March 30, 2015 (the "Original Agreement") was entered into between the Nominated Authority and the Allottee.
- B. The Nominated Authority is pleased to permit amendment of the Original Agreement.
- C. Accordingly, in terms of Clause 26.8 of the Original Agreement, the Nominated Authority and the Allottee are entering into this Amendment Agreement to record certain amendments to the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Amendment Agreement and the Original 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 as specified in the Original Agreement shall apply to this Amendment Agreement.

2. AMENDMENTS

- 2.1. The following definition be and is hereby added prior to Clause 1.1.1 of the Original Agreement:

"1.1.0 "Act" shall mean the Coal Mines (Special Provisions) Act, 2015"

- 2.2. All references to the expression "the Ordinance" in the Original Agreement be and are hereby substituted by the expression "the Act".

- 2.3. Schedule E of the Original Agreement is hereby substituted with the revised Schedule E



as provided in the Schedule to this Amendment Agreement.

- 2.4. Clause 1.1.22 of the Original Agreement is hereby substituted with the revised Clause 1.1.22 as provided below:

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

Name of the bank: United Bank of India

Account number: 0276050414586

Name of the account holder: PAO, M/o Coal

IFSC Code: UTBI0CON702

- 2.5. Clause 3.1 (d) of the Original Agreement is hereby substituted with the revised Clause 3.1 (d) as provided below:

"the Allottee having deposited an amount equal to INR 43,48,16,953 (Indian Rupees Forty Three Crore Forty Eight Lakh Sixteen Thousand Nine Hundred and Fifty Three), being the Fixed Amount, 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 consequent to any process or on the orders of any competent court of law, shall also be payable by the Allottee on receipt of any notice to that effect from the Nominated Authority."

- 2.6. Clause 3.2.2 of the Original Agreement is hereby substituted with the revised Clause 3.2.2 as provided below:

"In the event the Allottee does not provide a Completion Notice with respect to each of the Allotment Conditions listed in Clauses 3.1(a); 3.1(b); 3.1(c); 3.1(d); 3.1(e) (in cases where the Allottee is a Prior Allottee for the Coal Mine or any other Schedule I coal mine (as defined in the Act)) and Clause 3.1(f), within 154 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 Allottee. It is clarified that in such event the Allottee shall not be entitled to receive the Allotment Order and the Nominated Authority shall be entitled to dispose the Coal Mine in the manner provided in the Act and the Rules, including through re-auction/re-allotment or through appointment of a designated custodian."

- 2.7. Clause 3.2.3 of the Original Agreement is hereby substituted with the revised Clause 3.2.3 as provided below:

"If the Allottee 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 154 Days of the Agreement Date, then it shall be deemed that the



श्री पी. नारायण / P. NAGAN
अवर सचिव / Under Secretary
भारत सरकार / Govt. of India
कोयला मंत्रालय / Ministry of Coal
आरक्षी भवन / Shaasti Bhawan
नई दिल्ली / New Delhi

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8.13



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Allottee 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 Allotment Order without including aforementioned particulars in the Allotment Order; if all other Allotment Conditions have been satisfied by the Allottee and corresponding Completion Notice have been provided to the Nominated Authority."

- 2.8. In Clause 18.2, Sub-clause (g) is hereby added after Sub-clause (f) as provided below:

"(g) Any claim made to or against the Indemnified Party hereinafter for any amount admissible as Fixed Amount in terms of the Allotment Document and the Act."


3. CONTINUING OBLIGATIONS

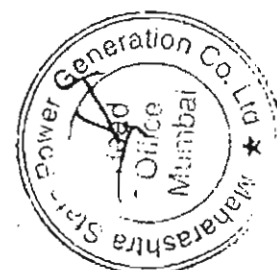
The Original Agreement and all terms and conditions of the Original Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect save and except to the extent amended by this Amendment Agreement, and the Original Agreement shall always be read in conjunction with this Amendment Agreement.

4. MISCELLANEOUS

- 4.1. The provisions of Clause 25 of the Original Agreement (*Governing Law and Dispute Resolution*), and Clause 26 of the Original Agreement (*Miscellaneous*), shall *mutatis mutandis* apply to this Amendment Agreement and shall be deemed to be incorporated by reference.
- 4.2. This Amendment Agreement shall become effective on the date on which execution of this Amendment Agreement by both the Allottee and the Nominated Authority is completed.

आदेशाधीन नमूना
आवर सही
मातल मुद्रा
कोयला म.
आता, म.
मई २०१४


B.D. SHARMA
RQP NO. 34012/03/2014-CPAM



*First Amendment to Allotment Agreement for Gare Palma Sector - II Coal Mine***SCHEDULE E – EFFICIENCY PARAMETERS**

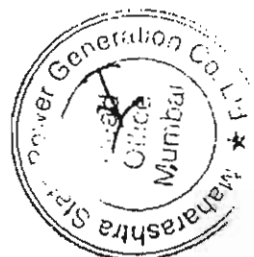
S. No.	Milestone	Time Limit in Months (From the date of the Allotment Order/ zero date)	Weightage for calculating deduction of Performance Security (in case of failure/ delay in achieving milestone)
1	Prospecting License	0	5
2	Completion of Exploration and Preparation of Geological Report (GR)	0	
	Events after preparation of GR		
3	Mining Lease Application	3	7
4	Submission of Mining Plan	6	8
5	Mining Plan Approval	11	8
6	Previous Approval Application	12	6
7	Previous Approval	13	5
8	Forest Clearance Application	11	8
9	Forest Clearance	21	5
10	Environment Clearance Application	11	8
11	Environment Clearance	21	5
12	Grant of Mining Lease	24	5
13	Land Acquisition (To reach rated capacity)	36/42(in case of forest land)	5
14	Opening of Escrow Account	37/43(in case of forest land)	8
15	Application for Opening Permission	37/43(in case of forest land)	2
16	Grant of Opening Permission	38/44(in case of forest land)	2
17	Schedule of Production/ Reaching Rated Capacity	As per approved Mining Plan	8
18	EUP Synchronisation	As per approved Mining Plan	5

(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 abovementioned weightages.

(b) In case of non-compliance with the Efficiency Parameters mentioned above, the Allottee shall be required to rectify the same within such time as may be prescribed by the competent authority after examination on a case to case basis.



Dr. P. NAGPAL
Joint Secretary
Ministry of Coal, Govt. of India
New Delhi
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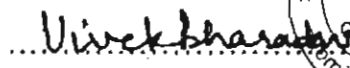
B.D. SHARMA
RQP NO. 34012/03/2014-CPAM

First Amendment to Allotment Agreement for Gare Palma Sector - II Coal Mine


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:

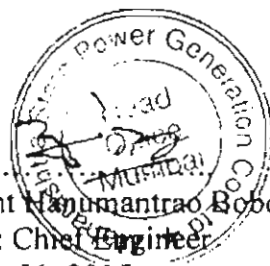
The Nominated Authority


Maharashtra State Power Generation
Company Limited



Name: Vivek Bharadwaj
Date: August 31, 2015




Name: Jayant Hanumantrao Bobde
Designation: Chief Engineer
Date: August 31, 2015
Duly authorized to execute this Agreement pursuant to resolution passed by the Board of Directors of Maharashtra State Power Generation Company Limited.




ज.पी. नागपाल / J.P. NAGPAL
अवर सचिव / Under Secretary
भारत सरकार / Govt. of India
कोयला मंत्रालय / Ministry of Coal
शास्त्री भवन / Shastri Bhawan
नई दिल्ली / New Delhi


B.D. SHARMA
RQP NO. 34012/03/2014-CPAM