

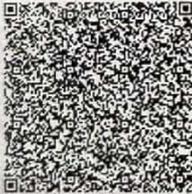


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH24983772571637S
 Certificate Issued Date : 06-Jan-2020 12:19 PM
 Account Reference : NONACC (SV)/ jh9008104/ RANCHI/ JH-RNC
 Unique Doc. Reference : SUBIN-JHJH900810435821092125956S
 Purchased by : NORTH KARANPURA TRANSCO LTD
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : CENTRAL COALFIELDS LTD
 Second Party : NORTH KARANPURA TRANSCO LTD
 Stamp Duty Paid By : NORTH KARANPURA TRANSCO LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into on this 08th day of Jan, 2020 at Dakra between

1. **Central Coalfields Limited**, a Government of India Undertaking, having its Registered office at Darbhanga House, Kutchery Road, Ranchi - 834029, Jharkhand (hereinafter referred to as the **First Party** which the expressions shall unless exclude by or repugnant to the context thereof, be deemed to include their successors and assigns) of the First Part.

SR 0007466095

Statutory Alert:

Please mention on this Stamp Certificate should be verified at www.stamps.amp.cem. Any discrepancy in the details of this certificate and its contents shall be the responsibility of the purchaser.

In case of any discrepancy please inform the Controller Authority.

Assistant Manager
North Karanpura Transco Limited
Ranchi

AND

2. **North Karanpura Transco Limited (NKTL), CIN No. - U40103GJ2015GOI094910, ROC Code - RoC Ahmedabad, Registration Number - 094910, Company Category - Company limited by Shares, Company Sub Category - Union Government Company, Class of Company - Public**, for the development of transmission system for immediate evacuation of power from North Karanpura Super Thermal Power (3x660 MW) Generation Project of NTPC, Tandwa, District – Chatra (Jharkhand) to Chandwa 400 KV D/C line and North Karanpura to Gaya 400KV D/C Line and having its **Registered Address** at Adani House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad, Gujarat – 380009 (hereinafter referred to as the **Second Party**, which the expressions shall unless exclude by or repugnant to the context, be deemed to include their successors and assigns) of the Second Part.

WHEREAS, the subject land measuring 64.78 Acres is a part of the land [approximately 13859.987 acres for Magadh Expansion II project (51 MTY), 3941.51 Acres for Amrapali Expansion – II Project and 3061.96 Acres for KoedManatu Block (Sanghmitra Project)] which has been acquired by the Central Government under the provisions of Coal Bearing Areas (Acquisition & Development) Act, 1957 vide SO No. 1224(E) dated 20.04.2017, 2832 (E) dated 30.08.2017 and 413 (E) dated 14.02.2014 respectively for the First Party (Central Coalfields Limited) and the said piece and parcels of land have vested in the First Party by operation of Sec 11(1) of the said Act vide SO No. 1396 dated 02.06.2017, 2485 dated 17.10.2017 and 1298 dated 25.05.2017 respectively for the purpose of mining of coal and allied activities for Magadh – Amrapali Area of CCL. For taking possession of the land i.e. 64.78 Acres compensation and employment will be given as per CIL R&R Policy.

AND WHEREAS, the second party is a transmission licensee within the meaning of Electricity Act, 2003 and has obtained a Transmission License to build, own, operate & maintain Transmission System for immediate evacuation of power from North Karanpura (3x660 MW) generation project of NTPC, Tandwa, District – Chatra (Jharkhand) to Chandwa 400 KV D/C line and North Karanpura to Gaya 400KV D/C Line along with creation of 400/220 kV sub-station at Dhanbad (ERSS-XIX) (hereinafter referred to as “Project”) which includes construction of North Karanpura – Chandwa (“NK-C”) & North Karanpura – Gaya (“NK-G”) transmission lines.

AND WHEREAS, the Second Party has undertaken the construction of the Project and while construction of the NK-C and NK-G transmission lines (Transmission Lines), it is identified that the Transmission Lines are passing through the coal mining area of CCL.

AND WHEREAS, the Second party, is in the process of establishing the transmission lines approached the First Party for No Objection Certificate (NOC) to establish the Transmission Lines through the Coal Bearing Areas of the First Party. Further, Second Party also approached Hon’ble Central Electricity Regulatory Commission (CERC) vide Petition No 194/MP/2017 for issuing direction for the construction of the Transmission Lines through the Coal Bearing Areas of First Party.

AND WHEREAS in the light of the application of Second Party, decision of CCL board and direction of CERC vide their Order dated 20.03.2019 and subsequent direction of the Ministry of Coal to the First Party to convey the approval of NOC with certain conditions to the Second Party vide Ref. No. 43022 / 5 / 2017 – LA & IR, dated 2nd April, 2019 of Govt. of India and the same has been communicated to the Second Party vide letter no. Rev/ NoC/NTPC-NKTL/2019/ 998 dated 18.04.2019;

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

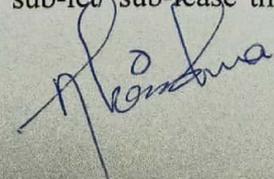
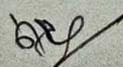
1. That, Right of way (ROW) shall not be transferrable or heritable right. It shall not constitute any right or title in favour of Second Party, except to the extent specified in the Memorandum of Understanding (MoU);
2. The possession of land shall be the sole responsibility of the Second Party;
3. That, if CCL requires this land for production of coal, in such situation, it is essential that Second Party (implementing agency) will take responsibility to arrange for shifting / diverting the transmission lines within 24 months subsequent upon issuance of the notice period by First Party, failing which Second Party will be liable to pay the price of the coal to the First Party, equivalent to the loss of production suffered by First Party due to non-diversion of transmission lines and such diversion / dismantling / making the site suitable for mining activities, will be at the cost of Second Party;
4. That, if shifting/ diverting of transmission lines will be required in future, alternate route for the same purpose will be provided by the First Party in such a manner which does not fall under coal mining or block any coal bearing area;
5. That, it shall not constitute or create any right of easement; and
6. That, in case of any dispute arising from any aspect of the ROW, the decision of the First Party shall be final and binding on Second Party;
7. That, the transmission lines will be established in conformity with the various constitutional and statutory provisions and policies of Government of India and Government of Jharkhand, as amended from time to time;
8. That, the transmission lines erected by the Second Party at the site will be dismantled immediately after thirty five years after the date of completion / commissioning of the project and the land will be made available for coal mining activities to the First party and such diversion / dismantling / making the site suitable for mining activities, will be at the cost of Second Party;
9. That, any type of construction for the purposes of the transmission lines will also be removed along with dismantling of the transmission lines and land handed over to the First Party and such diversion / dismantling / making the site suitable for mining activities, will be at the cost of Second Party;
10. That, all corridors and transmission/ evacuation lines after completion of the Project will be realigned appropriately by the Second Party to suit the mining activities in accordance with the mining development plans;

11. That, no permanent structures other than those required for erection of transmission lines will be constructed by the Second Party over the plots of land for which the license is granted to the Second Party;
12. That, the Second Party shall make use of the land for the purpose of establishing the transmission lines on ROW / Lease basis with the condition that the same would be decommissioned after thirty five years as has been provided to NTPC by CCEA, GOI (Copy enclosed) from the date of commissioning of generation project and the Second Party will pay the amount payable on account of the license rent /fee to the First Party from the date of MOU;
13. That the Second party shall pay a License rent of 7.5 % of prevailing market value of land with yearly escalation of 7% of the previous year's license fee per annum to the First Party through this Memorandum of Understanding with GST and any other taxes (Statutory Duties) will be charged extra as admissible;
14. That, for Calculation of value of the land for determination of License fee, guidelines circulated by Ministry of Power, Govt. of India vide ref. No. 3/7/2015-Trans, dated 15th October, 2015 has been taken into consideration, wherein
para 2.- (i), it is mentioned that "Compensation @ 85% of land value as determined by District Magistrate or any other authority based on Circle rate / Guideline value / Stamp Act rates for tower base area (between four legs) impacted severely due to installation of tower / pylon structure; and
(ii) Compensation towards diminution of land value in the width of Right of Way (RoW) Corridor due to laying of transmission line and imposing certain instruction would be decided by the States as per Categorization of land in different places of States., subject to a maximum of 15% of land value as determined based on Circle rate / Guideline value / Stamp rates".
15. That, all correspondences/ notices/ communications to be given under this Memorandum of Understanding to the other party shall be in writing and sent by registered letter with acknowledgment due / Speed posts / Facsimile / Government Approved Couriers at the address given below, with a copy to General Manager (Magadh Amrapali) at their registered official address:

First Party - The Chairman –cum-Managing Director,
Central Coalfields Limited,
Darbhanga House, Kutchery Road, Ranchi- 834 029,
Jharkhand.

Second Party – The Head – Transmission Business
M/s North Karanpura Transco Limited (NKTL)
3rd Floor, South Wing, Shantigram, SG Highway,
Ahmedabad, Gujrat – 382421

16. That, the Second party shall use the land exclusively for the purpose the same has been licensed and shall have no right to transfer/ sub-let/ sub-lease the lands to any other person;



17. That, the Second party shall ensure all safety as per law for operation of transmission lines at their Project site and shall take all necessary steps to ensure the safety of persons engaged by them for the operation or general public residing nearby the transmission lines;
18. That, the First Party shall in no way be held responsible for any accident caused to any person/s due to operations of the transmission lines by the Second Party or any other work connected with their operations and all liabilities arising there from shall be borne by the Second party;
19. That, the Second party shall ensure compliance of various statutory provisions, rules and regulations framed from time to time by the government relating to safety, environmental laws, pollution laws including rules and regulations framed thereunder;
20. That all or any disputes arising between the First and the Second party out this Memorandum of Understanding shall be resolved through the process of arbitration and arbitration procedures strictly in conformity with the provisions Arbitration and Conciliation Act, 1996 and Rules framed thereunder and be abided by both the parties.

IN WITNESSES HEREOF, THE PARTIES HERETO have executed this Memorandum of Understanding through their respective authorized representatives in presence of the following witnesses on the day month and year first above written.

SCHEDULE - A

Description of land:

Area: 6.9917 Acres or 2.8295 Ha. (Foot Area of Towers) & 57.789 Acres or 23.388 Ha. (Under conductor).

Plots of land over which the Transmission Line will be established: In Separate Sheet.

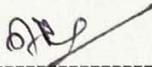
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[Handwritten Signature]

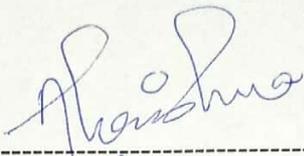
Chandra Shekhar Singh
Chandra Shekhar Singh
Assistant Manager
North Karanpura Transmission
Ranchi

SCHEDULE - B

Map of the land:



(A.K. CHAUDHARY)
SIGNATURE OF THE FIRST PARTY
GENERAL MANAGER (M&A), CCL.

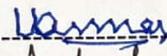
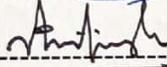


AJAY KRISHNA
SIGNATURE OF SECOND PARTY
THE HEAD - TRANSMISSION
BUSINESSM/S NORTH KARANPURA
TRANSCO
LIMITED (NKTL)



General Manager,
Magadh-Amrapali Area

WITNESSES FULL NAME AND FULL ADDRESS (With ID Proof):

1.  S.O. (P&P) MA Area
2.  Associate Manager - NKTL.
ANKIT SINGH.

PLACE: Dakra

DATE: 08.01.2020