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 (Zero)
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 Second Party : Not Applicable
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 (Five Hundred only)



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**THE ALLOTMENT AGREEMENT BY AND BETWEEN THE PRESIDENT OF
INDIA AND MAHANADI COALFIELDS LIMITED IN RESPECT OF UTKAL A
COAL MINE**

This Stamp-paper forms an integral part of this deed of Allotment Agreement.



Statutory Alert

1. The authenticity of this Stamp certificate should be verified at the time of purchase. Any discrepancy in the details on this Certificate and its registration should be reported to the Registrar, Government of National Capital Territory of Delhi, at the time of purchase.
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प्रकल्प अधिकारी
Project Officer

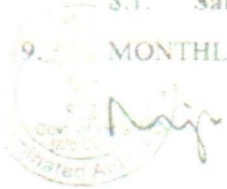
MCL, Subhadra Area

एन.ए.ए.ए.ए.

निर्देशक(न)(संयोजन) / DIRECTOR (CO-ORDINATION)
 माहानादी कोयलीयर्स लिमिटेड
 MAHANADI COALFIELDS LIMITED
 जगदीश विहार / JAGRUTI VIHAR
 जयपुर रोड / JAYPUR ROAD
 जयपुर / JAYPUR - 761020

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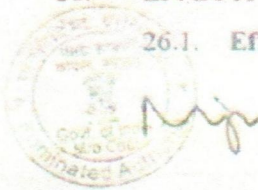
[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
Page 2 of 66
सि. एन. सुभद्रा क्षेत्र

[Signature]

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Prakalp Adhikari
Project Officer

MCL, Subhadra Area

स. ए. सुपद्रा क्षेत्र

Allotment Agreement for Utkal A Coal Mine

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[Signature]

[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम. सि. एन. सुभद्रा क्षेत्र

[Signature]
निदेशक (संयोजन) DIRECTOR (CO-ORDINATION)
सुभद्रा क्षेत्रीय कार्यालय (Subhadra Area Office)
महानदी कोयला क्षेत्रीय कार्यालय
राजमहल - 751 005

This Allotment 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. **Mahanadi Coalfields Limited** incorporated in India under the Companies Act, 1956 with corporate identity number U10102OR1992GOI003038, whose registered office and principal place of business is at Jagruti Vihar, Burla, Sambalpur, Odisha 768020 India (the "Allottee").

BACKGROUND:

- A. The Supreme Court of India *vide* its judgment dated August 25, 2014 read with the 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 and Coal Mines (Special Provisions) Second Ordinance, 2014 (collectively the "Ordinance") were promulgated and the Coal Mines (Special Provisions) Rules, 2014 (the "Rules") were issued for auction and allotment of all coal blocks which were subject to cancellation pursuant to the Supreme Court Judgment. Further, the Coal Mines (Special Provisions) Act, 2015 (the "Act") was enacted, which replaced the Ordinance. Subsequently, the Mineral Laws (Amendment) Act, 2020 has been notified on March 13, 2020, with effect from January 10, 2020 to amend the Act so as to permit auction of Coal Mines for own consumption, sale or for any other purpose as may be determined by the Government.
- C. The Coal Mine (as defined in Clause 1.1.17) was included in the list of such 204 coal blocks and accordingly, its allotment to the Prior Allottee (as defined in Clause 1.1.43) was cancelled pursuant to the Supreme Court Judgment with effect from the 'appointed date' (as defined in the Act).
- D. Coal India Limited, the holding company of the Allottee, had requested Ministry of Coal, Government of India for allotment of the Coal Mine for its subsidiary company, under Rule 11(10) of the Coal Mines (Special Provisions) Rules, 2014.
- E. The request of the Allottee was considered by the Central Government and it was decided by the Central Government to allot the Coal Mine to the Allottee in accordance with the provisions of Section 5(1) of the Act read with Rule 11(10) of the Rules. The Central Government has directed the Nominated Authority to execute this Agreement and consequently issue an Allotment Order in accordance with Rule 8(2)(a)(ii) and Rule 11(1) of the Rules.

F. Accordingly, the Nominated Authority and, the Allottee are entering into this



प्रकल्प अधिकारी of 66
Project Officer
MCL, Subhadra Area
सि. एन. एन.

निर्देशांक (सं. १९८२) / १९८२ / १९८२
महानदी कोल्फील्ड्स लिमिटेड
MAHANADI COALFIELDS LIMITED
जगृति विहार / JAGRUTI VIHAR
सम्बलपुर / SAMBALPUR - 768020

Agreement with respect to matters related to allocation of the Coal Mine, including without limitation, the development of the Coal Mine and production and sale 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. "Act" shall mean the Coal Mines (Special Provisions) Act, 2015.
- 1.1.2. "Acceptable Bank" shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934 excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks.
- 1.1.3. "Agreement" means this Allotment 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.
- 1.1.4. "Agreement Date" shall mean the date on which execution of this Agreement by both the Allottee and the Nominated Authority is completed.
- 1.1.5. "Allotment Conditions" shall have the meaning given to such expression in Clause 3.1.
- 1.1.6. "Allotment Date" shall have the meaning given to such expression in Clause 4.3.
- 1.1.7. "Allotment Order" shall have the meaning given to such expression in the Act and the Rules.
- 1.1.8. "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.
- 1.1.9. "Appropriation Event" shall have the meaning given to such expression in Clause 6.2.1.
- 1.1.10. "Authorized Representative" shall have the meaning given to such expression in Clause 4.4.



[Signature]

[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एन. सि. एल. सुभद्रा क्षेत्र

[Signature]
निदेशक (प्रकल्प) / Director (Project)
राज्यीय कोयला बोर्ड / Regional Coal Board
महाराष्ट्र कोयला बोर्ड / Maharashtra Coal Board
राज्यीय कोयला बोर्ड / Regional Coal Board
राज्यीय कोयला बोर्ड / Regional Coal Board

- 1.1.11. "**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.
- 1.1.12. "**CBA Act**" shall mean the Coal Bearing Areas (Acquisition and Development) Act, 1957.
- 1.1.13. "**Central Government**" shall mean the Government of India, acting through the Ministry of Coal.
- 1.1.14. "**CIL**" shall mean Coal India Limited (a Government of India undertaking).
- 1.1.15. "**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.
- 1.1.16. "**Claim**" shall have the meaning given to such expression in Clause 20.3.
- 1.1.17. "**Coal Mine**" shall mean the coal mine which is a Fully Explored Mine as more particularly described in SCHEDULE A.
- 1.1.18. "**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.
- 1.1.19. "**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.
- 1.1.20. "**Commencement Plan**" shall have the meaning given to such expression in Clause 5.1.
- 1.1.21. "**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
- 1.1.22. "**Development Area**" means the whole or any particular part of the Mining Area which is established for commercial development and which is delineated as such in a Mine Plan.
- 1.1.23. "**Efficiency Parameters**" shall have the meaning given to such expression in Clause 10.1.
- 1.1.24. "**Eligibility Conditions**" shall mean the eligibility conditions specified in the Act and

प्रकल्प अधिकारी

Project Officer


MCL, Subhadra Area


एम. सि. एल. सुभद्रा क्षेत्र

निर्देशावली (संलग्न) / INSTRUCTIONS
महानदी कोलमिन टो रिजिस्ट्रार
MAHANADI COAL MINES TO
REGISTRAR, RAIPUR, JHARKHAND
संलग्नक/ANNEXURE-1

the Rules.

- 1.1.25. "**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.
- 1.1.26. "**Event of Force Majeure**" shall have the meaning given to such expression in Clause 25.1.
- 1.1.27. "**Fully Explored Mine**" means a coal mine categorised in G-1 exploration stage as per the modified Indian Standard Procedure for Coal Resource Estimation, 2017 issued by the Central Geological Programming Board of Geological Survey of India.
- 1.1.28. "**Governmental Approval**" means any authorization, approval, consent, licence or permit required from any Governmental Authority.
- 1.1.29. "**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.
- 1.1.30. "**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.
- 1.1.31. "**Indemnified Party**" shall have the meaning given to such expression in Clause 20.1.
- 1.1.32. "**Lock-in Period**" shall have the meaning ascribed thereto in Clause 13.1.3.
- 1.1.33. "**Mandatory Work Program**" shall mean the work program provided in SCHEDULE I, which shall be monitored and reviewed by the Nominated Authority or the Central Government or any agency appointed by the Nominated Authority in this regard.
- 1.1.34. "**Mining Plan**" shall mean a which has been approved in accordance with the Applicable Laws in relation to the Coal Mine.
- 1.1.35. "**Mining Lease**" shall have the meaning given to such expression in Clause 5.3.1.


प्रकल्प अधिकारी
Project Officer
MCL, Sunhadra Area
एम. सि. एन. सुभद्रा क्षेत्र


निदेशक (संयोजन) / Director (Coordination)
महानदी कोयला क्षेत्र / Mahanadi Coalfield
MAHANADI COALFIELD
जयपुर विभाग / Jaipur Division
समस्तपुर / Samastipur

- 1.1.36. "MMDR Act, 1957" shall mean Mines and Minerals (Development and Regulation) Act, 1957 as amended from time to time.
- 1.1.37. "Monthly Payment" shall have the meaning given to such expression in Clause 9.1.
- 1.1.38. "Ordinance" shall have the meaning ascribed in Recital B.
- 1.1.39. "Partially Explored Mine" means a coal mine/ block categorised in G-2 or G-3 exploration stage as per the modified Indian Standard Procedure for Coal Resource estimation, 2017.
- 1.1.40. "Parties" means and refers to the Nominated Authority and the Allottee collectively and "Party" refers to any one of them.
- 1.1.41. "Performance Security" shall have the meaning given to such expression in Clause 6.1.1.
- 1.1.42. "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.
- 1.1.43. "Prior Allottee" shall have the meaning given to it in the Act and for the purposes of the Coal Mine, the Prior Allottee shall be (i) Mahanadi Coalfields Limited incorporated in India under the Companies Act with corporate identity number U10102OR1992GOI003038, whose registered office is at Jagruti Vihar, Burla, Sambalpur, Odisha 768020 India; (ii) JSW Steel Ltd. incorporated in India under the Companies Act with corporate identity number L27102MH1994PLC152925, whose registered office is at JSW Centre Bandra Kurla Complex, Bandra (East) Mumbai, Maharashtra 400051 India; (iii) Jindal Thermal Power Company Limited (now JSW Energy Limited) incorporated in India under the Companies Act with corporate identity number L74999MH1994PLC077041, whose registered office is at JSW Centre, Bandra Kurla Complex Bandra (East) Mumbai, Maharashtra 400051 India; (iv) Jindal Stainless Limited incorporated in India under the Companies Act with corporate identity number L26922HR1980PLC010901, whose registered office is at O.R. Jindal Marg, Hisar, Haryana 125005, India; and (v) Shyam DRI Ltd. (now Shyam Metalics and Energy Limited) incorporated in India under the Companies Act with corporate identity number U40101WB2002PLC095491, whose registered office is at Trinity Tower, 7th Floor, 83, Topsia Road, Kolkata West Bengal 700046, India. (Prior Allottee formed a joint venture company MJSJ Coal Limited incorporated in India under the Companies Act with corporate identity number U10200OR2008GOI010250 whose registered office is at House No. 42, 1st Floor, Anand Nagar, Hakimpara, P.O. Angul, Odisha 759153, India)
- 1.1.44. "Production Schedule" shall have the meaning ascribed thereto in Clause 15.
- 1.1.45. "Reserve Price" shall mean an amount equivalent to the royalty (as per prevalent rate) on coal payable on per tonne basis to State Government as per actual production.

[Signature]

[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम. लि. एल. सुभद्रा क्षेत्र

[Signature]
महानदी कोयला क्षेत्र
Mahanadi Coalfield Area
जगती बिरु / JAGRUTI VIHAR
सम्बलपुर / SAMBALPUR

of coal by the Allottee, including the Allottee in the State of West Bengal where royalty is prescribed in Rs. per tonne. The amount of Reserve Price will be calculated as per the extant / prevailing rate of royalty ad-valorem on price of coal as reflected in the invoice, excluding Taxes, levies and other charges.

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

1.1.47. **"Selectee"** shall have the meaning given to such expression in Clause 21.3.3(c).

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

1.1.49. **"Substitution Notice"** shall have the meaning given to such expression in Clause 21.3.3(b).

1.1.50. **"Supreme Court Judgment"** shall have the meaning given to such expression in Recital A.

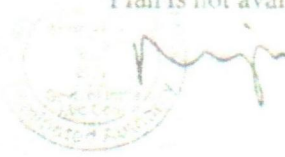
1.1.51. **"Taxation"** (including with correlative meaning, the terms **"Tax"** and **"Taxes"**) means (a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Governmental Authority, including without limitation taxes based upon or measured by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

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

1.1.53. **"Term"** shall have the meaning given to such expression in Clause **Error! Reference source not found.**

1.1.54. **"Termination Event"** shall have the meaning given to such expression in Clause 26.3.1.

1.1.55. **"Upfront Amount"** shall mean an amount equal to INR 164,98,13,057.00 (Indian Rupees One Hundred Sixty Four Crore Ninety Eight Lakh Thirteen Thousand and Fifty Seven) payable by the Allottee in terms of Clause 5.2, and the same shall include any revisions made pursuant to Clause 5.2.5 (applicable in case the approved Mine Plan is not available).



[Signature]
प्रमुख अधिकारी
Project Officer

MCL, Subhadra Area
सि. एन. सुभद्रा क्षेत्र

[Signature]
निर्देशक(सं): सहायक / DIRECTOR (GENERAL)
सहायकी निदेशक (सं): सहायक
MAHANADI COALFIELDS LIMITED
जगदि विहार / JAGDITHI VIHAR
रामनगर / RAMNAGAR - 769021

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1.1.56. "Warranties" shall have the meaning given to such expression in Clause 19.1.

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 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.

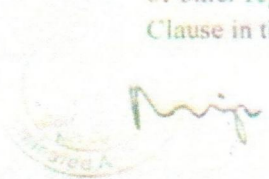
1.2.5. The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses and 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.

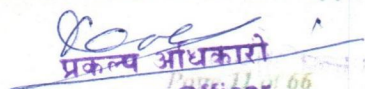
1.2.6. A reference to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.

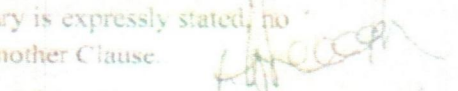
1.2.7. A reference to this Clause shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.

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.




प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम. सि. एल. सुभद्रा क्षेत्र


निर्देशक (वे. विभाग) / SECTION IN-CHARGE
महानदी कोयला क्षेत्र निदेशक
MAHANADI COALFIELD IN-CHARGE
जायसि बिहार / JAYSISI BIHAR
सम्भलपुर / SAMBALPUR - JHARKHAND

- 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 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

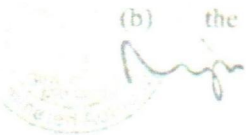
- 2.1. The Allottee hereby represents and warrants to the Nominated Authority that it has complied with all the terms and conditions of the Act, the Rules and other Applicable Laws, as were required to be complied with by the Allottee, with respect to allotment process for the Coal Mine and the Allottee is eligible in all respects to receive allocation of the Coal Mine. The Allottee 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 of this Agreement, the term of the Mining Lease or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be.
- 2.2. Relying on the representations and warranties of the Allottee and the information, documents and other undertaking provided by the Allottee, including the Warranties provided under Clause 19, the Nominated Authority is pleased to enter into this Agreement with the Allottee for allocation of the Coal Mine to the Allottee subject to terms and conditions specified in this Agreement.

3. CONDITIONS FOR ALLOTMENT

3.1. Allotment Conditions

The issuance of the Allotment Order in favour of the Allottee shall be subject to satisfaction of the following conditions (collectively the "Allotment Conditions"):

- (a) the Allottee continuing to be in compliance with all the Eligibility Conditions;
- (b) the Allottee having paid the first instalment of the Upfront Amount, in



[Signature]
प्रकाश अधिकारी
Project Officer
MCL, Subhadra Area
एन. सि. एल. सुभद्रा क्षेत्र

[Signature]
MAHANADI COALFIELD
जगति मिश्र / JAGATI MISHRA
सम्बलपुर / SAMBALPUR - "LEAD"

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Allotment Agreement for Ukul A Coal Mine

accordance with Clause 5.2.1. and having provided such undertaking as specified in 0, in case the approved Mine Plan is not available;

- (c) the Allottee having furnished the Performance Security, and having provided such undertaking as specified in 0, in case the approved Mine Plan is not available;
- (d) the Allottee having deposited an amount equal to INR 24,33,20,220.00 (Indian Rupees Twenty Four Crore Thirty Three Lakh Twenty Thousand Two Hundred and Twenty), being the 'Fixed Amount' in the Designated Bank Account. Fixed Amount shall comprise the compensation for land and mine infrastructure; cost borne by the Prior Allottee for the preparation of geological report; cost borne by the Prior Allottee for obtaining all statutory licenses, permits, permissions, approvals, clearances or consents relevant to the mining operations; cost incurred by CMPDIL for preparation of the mine dossier including block boundary and financial valuation along with applicable taxes. 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. Additionally, in case of any downward revision in the Fixed Amount on a subsequent date by the Government or the Nominated Authority, the same would be refunded by the Nominated Authority to the Allottee;
- (e) only in the event that the Allottee is a Prior Allottee of the Coal Mine or any other Schedule I coal mine (as defined in the Act), the Allottee having paid the Additional Levy (as defined in the Act) within the due date for payment of such Additional Levy as specified in Rule 18 of the Rules; and
- (f) The Allottee having provided a written intimation to the Nominated Authority in the form and substance as provided in SCHEDULE B regarding: (i) the movable property which the Allottee has not negotiated to own or utilise and which it intends to move and store under Section 10(4) of the Act; (ii) the contracts which the Allottee is desirous of adopting under Section 11(1) of the Act, including contracts with secured creditors; and matters incidental thereto.

3.2. Completion of Allotment Conditions and Notice

3.2.1. Upon satisfaction of each of the Allotment Conditions specified in Clause 3.1, the Allottee shall provide a written notice to the Nominated Authority in the form and substance as provided in SCHEDULE C (the "Completion Notice")

3.2.2. 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 40 Days of the Agreement

[Signature]

[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम. सि. एल. सुभद्रा क्षेत्र

निर्देशक (ए) (संयोजन) / DIRECTOR (A) (CO-ORDINATION)
महानदी कोयला क्षेत्र / MAHANADI COALFIELD AREA
आगुनि विभाग / AGUNTI DIVISION
सम्बलपुर / SAMBALPUR

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."

- 3.2.3. 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 B within 40 Days of the Agreement Date, then it shall be deemed that the 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.

4. THE ALLOTMENT ORDER

- 4.1. Upon receipt of the Completion Notice evidencing compliance with each of the applicable Allotment Conditions, the Nominated Authority may issue the Allotment Order, subject to the Act, the Rules and other Applicable Laws, in the manner provided in this Clause 4.
- 4.2. The Allotment Order shall be issued by the Nominated Authority in the form and substance as specified by the Central Government.
- 4.3. Prior to issuance of the Allotment Order, the Nominated Authority shall provide a written notice to the Allottee specifying the date of the Allotment Order (the "Allotment Date") and the date and time on which and place from where the Allotment Order may be collected by the Allottee.
- 4.4. The Allottee shall depute an authorised representative of the Allottee ("Authorised Representative") to receive the Allotment Order on behalf of the Allottee on the date, time and place specified by the Nominated Authority under Clause 4.3.
- 4.5. The Authorised Representative shall be provided the Allotment Order in duplicate and shall be required to acknowledge the receipt of the Allotment 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 Allotment Order by registered post with acknowledgment due, to the registered office of the Allottee.
- 4.6. The Allottee shall, within seven Business Days of the receipt of the Allotment Order through the Authorised Representative or through registered post, as the case may be, sign and return the duplicate copy of the Allotment Order in acknowledgement thereof. In the event the duplicate copy of the Allotment Order duly signed by the



[Signature]
प्रकृत अधिकारी
Project Officer
MCL, Subhadra Area
एम्. सि. एल. सुभद्रा क्षेत्र

[Signature]
निदेशक, नुसुखनगर, कोयला क्षेत्र, एम्. सि. एल.
सुभद्रा क्षेत्र, एम्. सि. एल.
कोयला क्षेत्र, एम्. सि. एल.
सुभद्रा क्षेत्र, एम्. सि. एल.
सुभद्रा क्षेत्र, एम्. सि. एल.

Allottee 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 Allottee as damages and also terminate this Agreement and cancel and withdraw the Allotment Order.

5. POST ALLOTMENT OBLIGATIONS

5.1. Commencement Plan

5.1.1. Within 30 (thirty) Business Days of the date of the Allotment Order, the Allottee shall be required to submit a detailed plan (the "Commencement Plan") towards commencement of prospecting and/or mining operations at the Coal Mine. The Commencement Plan shall include all actions that the Allottee may be required to perform to commence prospecting and/or mining operations at the Coal Mine and shall include such information as may be required by the Nominated Authority, including without limitation to, information regarding the following:

- (a) the Governmental Approvals, including a Prospecting License, Mining Lease or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be, which shall be required for commencement of mining operations at the Coal Mine and the time within which the Allottee would make applications for such Governmental Approvals; and
- (b) preparation of Mining Plan including revision to the Mining Plan if any, as may be proposed by the Allottee.

5.1.2. The Commencement Plan shall be prepared by the Allottee 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 82,49,06,528.50 (Indian Rupees Eighty Two Crore Forty Nine Lakh Six Thousand Five Hundred Twenty Eight and Fifty Paise), shall be deposited by the Allottee in the Designated Bank Account in the manner provided in Clause 3.1(b) as an Allotment 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 41,24,53,264.25 (Indian Rupees Forty One Crore Twenty Four Lakh Fifty Three Thousand Two Hundred Sixty Four and Twenty Five Paise), shall be deposited by the Allottee on or before 15 Business Days from the date of order by Central Government under Section 11(1) of the CBA Act, 1957 OR on or prior to expiry of 15 Business Days from the date of execution of the Mining Lease by the relevant State.

Government. Such payment shall be made to the State Government where the Coal Mine is located i.e. the State Government of Jharkhand, with an intimation to the Nominated Authority at the email id reports.moc@gov.in.

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 41,24,53,264.25 (Indian Rupees Forty One Crore Twenty Four Lakh Fifty Three Thousand Two Hundred Sixty Four and Twenty Five Paise), shall be deposited by the Allottee on or prior to expiry of 15 Business Days from the date of grant of mine opening permission from the Coal Controller's Organization. Such payment shall be made to the State Government where the Coal Mine is located i.e. the State Government of Jharkhand, with an intimation to the Nominated Authority at the email id reports.moc@gov.in.

5.2.4. Failure to pay the Upfront Amount

In the event the Allottee 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 and such failure may also result in termination of this Agreement as provided in Clause 26.

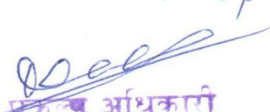
5.2.5. Undertaking to pay revised Upfront Amount, applicable in case the approved Mine Plan is not available

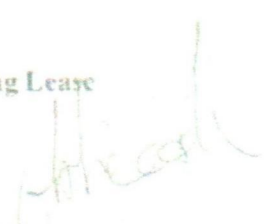
The Parties acknowledge that approved Mine Plan is not available with respect to the Coal Mine, and accordingly, the Upfront Amount payable hereunder is on an estimation basis. The Nominated Authority may revise the amount of Upfront Amount payable pursuant to this Agreement, and such revision shall be deemed to be included in the expression "Upfront Amount" as defined in Clause 1.1.55. As an assurance for making payments as may be necessary on account of the above revision, the Allottee shall provide an undertaking to pay the revised Upfront Amount in substantially the same form as provided in 0.

In the event that the Allottee fails to pay the revised first instalment of the Upfront Amount, then the Nominated Authority shall be entitled to appropriate the Performance Security in the manner stipulated in Clause 6 and such failure may also result in termination of this Agreement as provided in Clause 26.

5.3. Prospecting License, Mining Lease and Prospecting License-cum-Mining Lease

5.3.1. Issuance of the Mining Lease in case of Fully Explored Mines


प्रमुख अधिकारी
Page 16 of 66
Project Officer
MCL, Subhadra Area
एम. सि. एल. सुभद्रा क्षेत्र


निर्देशक (मुख्य) / Director (Chief)
महानदी कोयला क्षेत्र
MAHANADI COALFIELD DEVELOPMENT
अनुमति विभाग / ACQUISITION AND
संयोजन/SAFETY FOR - 2-2022

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Allotment Agreement for Ukai A Coal Mine

5.3.1.1. Pursuant to Section 8(4)(b) read with Section 8(8) of the Act, the Allottee shall become entitled to the mining lease with respect to the Coal Mine (the "Mining Lease") to be granted by the State Government [or order by Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be], upon issuance of the Allotment Order.

5.3.1.2. The Allottee shall promptly upon issuance of the Allotment Order make an application to the State Government for grant of a Mining Lease [or take steps for order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be], in the name of the Allottee.

5.3.2. Issuance of Prospecting License-cum-Mining Lease in case of Partially Explored Mines

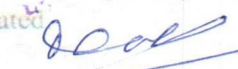
5.3.2.1. Pursuant to Section 8(4)(b) read with Section 8(8) of the Act, the Allottee shall be eligible to receive a prospecting license-cum-mining lease with respect to the Coal Mine (the "Prospecting License-cum-Mining Lease") by the State Government [or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be,] upon issuance of the Allotment Order.

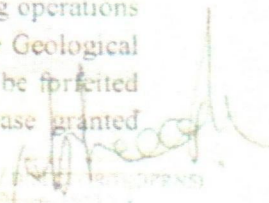
5.3.2.2. The Allottee shall promptly, upon issuance of the Allotment Order, make an application to the State Government for grant of a Prospecting License-cum-Mining Lease [or take steps for order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be,] in the name of the Allottee.

5.3.2.3. **Relinquishment of Partially Explored Coal Mine:** After completion of the prospecting operations as per the Mandatory Work Program and preparing the Geological Report, acceptable to the Central Government, the Allottee may either

- (a) relinquish the Coal Mine (subject to the approval of Central Government), after submitting all reports, studies and other documentation related to the geological prospecting/ exploration of the area to the Nominated Authority and the State Government in accordance with SCHEDULE D (the "Efficiency Parameters"). Upon relinquishment, no penalty shall be levied and the Performance Security of the Allottee shall be returned and this Agreement shall be terminated. In any event, the relinquishment of a part of the Partially Explored Mine shall not be permitted; or
- (b) retain the Coal Mine and undertake mining operations after obtaining the required permissions/ approvals/ clearances etc. in accordance with Applicable Law.

Provided however, if the Allottee fails to complete the prospecting operations as per the Mandatory Work Program and/or does not prepare the Geological Report, the Performance Security submitted by the Allottee shall be forfeited and this Agreement and the prospecting license-cum-mining lease granted thereunder shall be terminated.


प्रियंक कुमार अधिकारी
Project Officer
MCL, Subhadra Area
एन. सि. एल. सुभद्रा क्षेत्र


निदेशक (स) / DIRECTOR (S)
महानदी कोयला क्षेत्र, एन. सि. एल.
MAHANADI COAL FIELD, N.S.L.
जगदि विहार / JAGDITHI VIHAR
समवेतपुर / SAMBHALPUR - 768020

In case of relinquishment or surrender of the Coal Mine, all documents and information, including the Geological Report, submitted by the Allottee to the Nominated Authority, State Government and/or Central Government, shall be the proprietary information of the Central Government and the same shall not be considered to be an assigned of the confidential information of the Allottee. The Central Government shall have the right to share the same with the bidders of the Coal Mine being thereafter auctioned/ allotted as a Partially Explored Mine or Fully Explored Mine, as the case may be.

5.3.2.4. The relinquishment of the Coal Mine or termination of this Agreement shall not absolve the Allottee of any liabilities in respect of the Coal Mine during the period between Effective Date and the date of such relinquishment or termination.

5.3.2.5. The liability of the Allottee shall be limited to any liability relating to or connected with this Agreement and any Claims arising out of or in relation to any act of negligence, misconduct, commission or omission of any act in undertaking prospecting or mining operations, as the case may be, during the period between Effective Date and the date of relinquishment of the Coal Mine or termination or expiry hereof, as the case may be.

5.3.2.6. Upon withdrawal of the Allotment Order of a Partially Explored Mine on account of any reason whatsoever, including relinquishment of Coal Mine, surrender of Coal Mine, failure to complete the prospecting operations as per the Mandatory Work Program and or failure to prepare the Geological Report which is acceptable to the Central Government, the Allottee shall not be entitled for

- a) Reimbursement of the expenses incurred by the Allottee towards prospecting exploration operations, preparation of Geological Report; and
- b) Compensation towards following components of Fixed Amount: cost borne by the Prior Allottee for the preparation of geological report; cost borne by the Prior Allottee for obtaining all statutory licenses, permits, permissions, approvals, clearances or consents relevant to the mining operations;

5.4. Issue of order providing exception to Section 6(1)(b) of the MMDR Act, 1957

5.4.1. In the interest of the development of the coal mining sector, the Central Government shall increase the maximum area limits in respect of prospecting license or mining lease in accordance with Section 6(1)(b) of the MMDR Act, 1957.

5.5. Preparation, Approval, Review and Monitoring of Mining Plan

5.5.1. The preparation and approval process of the Mining Plan shall be in accordance with the Mineral Concession Rules, 1960, as amended by the Mineral Concession (Amendment) Rules, 2020.

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MCL, Subhadra Area
एम. लि. एल. सुभद्रा क्षेत्र

6. PERFORMANCE SECURITY AND APPROPRIATION

6.1. Performance Security

6.1.1. The Allottee shall provide an irrevocable and unconditional guarantee from an Acceptable Bank for an amount equal to INR 5,54,40,00,000.00 (Indian Rupees Five Hundred Fifty Four Crore and Forty Lakh) (the "Performance Security") in the same form as provided in SCHEDULE E for the performance of its obligations within such time as specified in Clause 3.2.2.

6.1.2. For Fully Explored Mine, the Performance Security shall be an amount which is 80% (eighty percent) of aggregate of:

- (a) one year royalty computed on the basis of peak rated capacity of the Coal Mine as per the approved Mining Plan; and
- (b) peak rated capacity of the Coal Mine as per the approved Mine Plan, multiplied by the Reserve Price.


In case, the approved Mining Plan of the Coal Mine is not available, Performance Security shall be estimated on the basis of an indicative peak rated capacity. Upon in-principle approval of the Mining Plan, the Allottee shall submit a revised Performance Security on the basis of approved Mining Plan.

For the purpose of calculation of Performance Security, royalty and Reserve Price shall be determined as follows:

- (a) Except for Coal Mine(s) located in the State of West Bengal, the royalty and Reserve Price shall be determined on the basis of CIL Notified Price.
- (b) For Coal Mine(s) located the State of West Bengal, Reserve Price shall be determined on the basis of CIL Notified Price and the royalty shall be determined as per the prevailing royalty per tonne.

6.1.3. For Partially Explored Mines, the Performance Security shall be equal to 10% (ten percent) of the estimated exploration expenses based on Mandatory Work Program as provided in SCHEDULE I.

In such an event, the amount of Performance Security shall be revised after in-principle approval of the Mining Plan, which shall be computed in the manner provided in Clause 6.1.2 hereinabove. The Allottee shall be intimated by the Nominated Authority about the revised Performance Security to be furnished. Pursuant to such intimation, the Allottee shall be required to replace the Performance Security already furnished by it to the Nominated Authority, and the provisions of this Agreement as applicable to the already submitted Performance Security shall *mutatis mutandis* apply to the revised Performance Security. The revised Performance Security shall be submitted within 30 days of the receipt of such intimation from the Nominated Authority.


प्र.अ. अधिकारी
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Project Officer
MCL, Subhadra Area
एम. सि. एल. मध्य

निर्देशक(त), विकास/उत्खनन विभाग
महानदी कोयला क्षेत्र
MAHANADI COAL DEVELOPMENT
जयन्ति विहार / JAGULIYAHAR
सम्बलपुर/SAMBALPUR - 768020

6.1.4. The amount of Performance Security for Fully Explored Mines shall be revised in following events:

- (a) In case of any revision in rate of royalty, the amount of Performance Security shall be revised accordingly. Such revision shall take place at the beginning of the financial year which is subsequent to the financial year in which the rate of royalty is revised, as stipulated in Clause 6.1.5; and/or
- (b) In case of any revision in CIL Notified Price, the amount of Performance Security shall be revised accordingly. Such revision shall take place at the beginning of the financial year which is subsequent to the financial year in which the CIL Notified Price is revised, as stipulated in Clause 6.1.5; and/or
- (c) In case of any revision in peak rated capacity as a result on any revision in the mining plan in accordance with Clause 16, the amount of Performance Security shall be revised accordingly upon approval of revision to the Mining Plan. Such revision shall take place at the beginning of the financial year which is subsequent to the financial year in which the Mining Plan is revised, as stipulated in Clause 6.1.5.


It is clarified that revisions to the amount of Performance Security may occur under sub-clause (a), (b) and (c) above, simultaneously, if such sub-clauses are applicable.

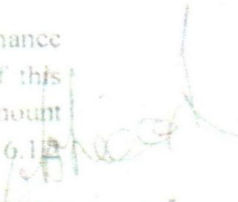
6.1.5. The revision to the amount of Performance Security shall be carried out once in every financial year. Upon such revision, the bank guarantee constituting the Performance Security shall be substituted with another bank guarantee of the revised value issued in accordance with this Clause 6, within a period of 30 days of from the beginning of financial year i.e. by April 30 of every year, in case of revision under each of sub-clause (a), (b), (c) of Clause 6.1.4.

6.1.6. The Performance Security should remain valid (a) until the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted, or (b) until extractable reserves are remaining in the Coal Mine, whichever is earlier.

Provided however, upon grant of mine opening permission, the Allottee shall either

- i) submit a separate Performance Security, in substantially the same form as provided in SCHEDULE E, to the State Government for the amount calculated in accordance with Clause 6.1.2 above. The Performance Security submitted to the Nominated Authority under Clause 6.1.1 shall be returned to the Allottee upon submission of such separate Performance Security to the State Government, or within 60 days from the termination of this Agreement as mentioned in Clause 26.2.2, whichever is earlier 'or'
- ii) submit a request to the Nominated Authority for assigning the Performance Security submitted to the Nominated Authority under Clause 6.1.1, of this Agreement, in favour of the State Government. It is clarified that the amount of Performance Security shall be calculated in accordance with Clause 6.1.2


प्रमुख अधिकारी
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एम. सि. एल. सुभद्रा क्षेत्र


निदेशक (रे)/(सुभद्रा) क्षेत्र, कोयला विभाग
राज्य नदी कोयला क्षेत्र, विभाग
MAHANADI COAL FIELD LIMITED
जगदल डिस्ट./ जे. एल. विभाग
सम्पूर्ण/सम्पूर्ण

above. In case the Performance Security submitted to the Nominated Authority is of lesser amount, the Allottee shall be required to submit a top-up bank guarantee in favour of the State Government so that the total amount of Performance Security in favour of the State Government in accordance with Clause 6.1.2. Further, the Allottee shall ensure that the validity of the Performance Security is in accordance with this Clause 6.1.6.


Provided that the Allottee may submit the bank guarantee constituting the Performance Security with a validity period of 1 (one) year. Such bank guarantee shall be replaced on an annual basis, with another bank guarantee issued by an Acceptable Bank in the same form and substance as provided in SCHEDULE E, at least 30 Business Days prior to the expiry of the first mentioned bank guarantee. The replacement bank guarantee shall come into effect at the day prior to the date of expiry of the subsisting bank guarantee (which is intended to be replaced). The subsisting bank guarantee shall upon expiry, be returned to the Allottee, within 7 Business Days from the date of expiry of the same.

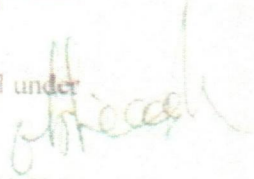
- 6.1.7. While submitting Performance Security as required under Clause 6.1.2 on the basis of indicative peak rated capacity, the Allottee shall also provide an undertaking to submit the revised Performance Security in the form and substance as provided in O. The revised Performance Security so submitted shall replace the Performance Security submitted previously. Non-submission of the revised Performance Security, shall be treated as a Termination Event for the purpose of Clause 26.3.1 of this Agreement.

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 Allottee to provide the duly acknowledged duplicate copy of the Allotment Order as required under Clause 4.6;
- (b) failure of the Allottee 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, or revised Upfront Amount as specified in Clause 5.2.5 within a time period of 30 days from the date of receipt of intimation from the Nominated Authority, in cases where approved Mine Plan is not available;
- (c) failure of submission of Commencement Plan within the time specified in Clause 5.1.1;
- (d) failure of the Allottee to comply with the Efficiency Parameters as required under Clause 10;


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- (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 sale of coal which is not in conformity with Clause 8;
- (h) failure to pay revenue to the Government in case of shortfall in coal production as per Clause 16.2.2;
- (i) cessation of coal mining operation exceeding a period of one year continuously, or 18 months over a period of two years without occurrence of any event of force majeure;
- (j) surrender of the Coal Mine by the Allottee or termination of the Mining Lease granted to the Allottee before (a) the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted, or (b) extractable reserves are remaining in the Coal Mine, whichever is earlier;
- (k) 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; or
- (l) failure of the Allottee to submit the revised Performance Security in accordance with Clause 6.1.


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 Allottee through Good Industry Practice, as provided in Clause 25, 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 Allottee, in the following proportion:

#	Appropriation Event	Amount of the Performance Security to be appropriated
1.	Failure of the Allottee to provide the duly acknowledged duplicate copy of the Allotment Order as required under Clause 4.6	Entire Performance Security.


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महानगर कोयला निगम
MAHANAGAR COALFIELDS LIMITED
असम क्षेत्र / असम क्षेत्र
सबसागर/SAHAGAR-781001

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Allotment Agreement for Urkal A Coal Mine

#	Appropriation Event	Amount of the Performance Security to be appropriated
2.	Failure of the Allottee 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; or revised Upfront Amount as specified in Clause 5.2.5 within a time period of 30 days from the date of receipt of intimation from the Nominated Authority, in cases where approved Mine Plan is not available.	An amount equal to the first instalment, and/or second instalment and/or third instalment of the Upfront Amount; or the extent of difference in case of revised Upfront Amount as specified in Clause 5.2.5, as the case may be, 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 Allottee 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 D.
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.	Failure of the Allottee 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 Performance Security.



[Signature]
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 Project Officer
 MCL, Subhadra Area
 एन. सि. एल. सुभद्रा क्षेत्र

[Signature]
 निदेशक (ए) (संयोजन) / एन. सी. एल. (एन. सी. एल.)
 महानदी कोलफील्ड्स लिमिटेड
 MAHANADI COALFIELDS LIMITED
 जागतिक विभाग / PROJECTS DEPT.
 बॉम्बे / BOMBAY - 400 001

#	Appropriation Event	Amount of the Performance Security to be appropriated
7.	Cessation of coal mining operation exceeding a period of one year continuously, or 18 months over a period of two years without occurrence of any event of force majeure	Entire Performance Security.
8.	Surrender of the Coal Mine by the Allottee or termination of the Mining Lease granted to the Allottee before (a) the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted, or (b) extractable reserves are remaining in the Coal Mine, whichever is earlier	Entire Performance Security.
9.	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.
10.	Failure of the Allottee to submit the revised Performance Security in accordance with Clause 6.1	Entire Performance Security.
11.	Failure to pay revenue to the Government in case of shortfall in coal production as per Clause 16.2.2	The amount of payment due and payable, along with a simple interest of 12% [twelve] per cent per annum starting from the date on which such amount was due and until the date of appropriation of the Performance Security.

6.3.2. Any Appropriation Event resulting in appropriation of the entire Performance Security shall be a Termination Event for the purposes of Clause 26.

6.3.3. In the event of a part appropriation of the Performance Security, the Allottee 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

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प्रकल्प अधिकारी
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एम. सि. एल. सुभद्रा क्षेत्र

निदेशांक/संख्या/दिनांक/प्रमाणिका
महानगरपालिका/सुभद्रा क्षेत्र
माहानगरपालिका/सुभद्रा क्षेत्र
जम्मा विवरण/संख्या/दिनांक/प्रमाणिका
सम्बन्धित/संख्या/दिनांक/प्रमाणिका

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Allotment Agreement for Ukal A Coal Mine

purposes of Clause 26). 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 D.

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 26.

Allotment Agreement for Utkal A Coal Mine

(c) Monthly Report

Subsequent to the Commencement Report, the Allottee shall provide a written

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purposes of Clause 26). 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 D.

- 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 26.

7. INFORMATION

- 7.1. In addition to information that may be required to be provided in accordance with Applicable Laws, the Allottee 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 Allottee shall provide a written intimation ("Pre-commencement Report") to the Nominated Authority and the Central Government once every thirty calendar days regarding the following:

- (i) the actions taken by the Allottee 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 Allottee to rectify such deviation; and
- (iii) whether in the opinion of the Allottee, it shall be able to commence mining operations at the Coal Mine within the time mentioned in the Commencement Plan.

The Allottee shall also inform the Nominated Authority in writing within 3 Business Days of receipt of the mine opening permission from the Coal Controller's Organization.

(b) Commencement Report

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

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MCL, Subhadra Area
एन. वि. एल. सुभद्रा क्षेत्र

निर्देशक(वि.) (संयोजक) / DIRECTOR (V) (COORDINATOR)
महानदी कोयला क्षेत्र / Mahanadi Coalfield
जगदिन डिप्टी / JAGDIN DEPT
समवेत / SAMBHALA

(c) **Monthly Report**

Subsequent to the Commencement Report, the Allottee 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 Allottee, 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 and loss account, along with a report thereon by its statutory auditors;
- (ii) purchaser-wise details of coal sold and a certificate from statutory auditor of the Allottee confirming compliance with Clause 8; and
- (iii) 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 to the Coal Controller's Organisation as attachments to an email addressed to the following e-mail address: (i) nemaauthority.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 Allottee 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. SALE OF COAL

8.1. Sale of Coal

8.1.1. The coal produced from the Coal Mine shall be sold by the Allottee.

9. MONTHLY PAYMENTS


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निदेशक(सि)/सि. एल. सुभद्रा क्षेत्र
महानदी कोलफील्ड्स लिमिटेड
MAHANADI COALFIELDS LIMITED
जाग्रुति विहार / JAGRUTI VIHAR
सम्बलपुर/SAMBALPUR - 768026

- 9.1. The Allottee shall be required to make monthly payments (the "Monthly Payment") with respect to the coal produced from the Coal Mine on the basis of the Reserve Price.
- 9.2. The Monthly Payment is required to be made to the State Government where the Coal Mine is located i.e. the State Government of Jharkhand, within 20 calendar days of expiry of each month with respect to coal produced from the Coal Mine in such calendar month, in the manner as may be prescribed by the State Government, with an intimation to the Nominated Authority.
- 9.3. All payments required to be made by the Allottee shall be made net of all applicable Taxes. In the event, Taxes are payable, the Allottee shall gross-up the amount payable and make payment of the aggregate amount.
- 9.4. In the event that the failure of the Allottee 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 26.
- 9.5. It is clarified that in addition to the aforementioned payments, any royalty and Taxes payable under Applicable Laws shall be payable additionally.


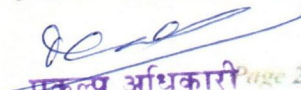
10. EFFICIENCY PARAMETERS

- 10.1. The conduct of mining operations at the Coal Mine shall be subject to the Efficiency Parameters. In *bona fide* cases of delays not attributable to the Allottee the Nominated Authority will decide on case to case basis the extension of timeline in Efficiency Parameters. For the said purpose, the Nominated Authority may refer the matter to Scrutiny Committee which will consider the delay caused on case to case basis and furnish its recommendation to the Nominated Authority for taking a decision.
- 10.2. The Allottee 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 three instances, such non-compliance may also result in termination of this Agreement as provided in Clause 26 (EFFECTIVE DATE, TERM AND TERMINATION).

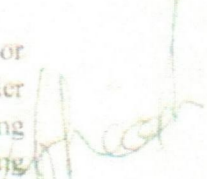
11. GENERAL RIGHTS AND OBLIGATIONS

11.1. Limited Mining Rights

The Allottee shall be entitled to receive a Mining Lease [or prospecting license or Prospecting License cum Mining Lease] [or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be.] for conduct of mining operations only in the Coal Mine and shall not be entitled to conduct the mining



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महानगर कोयला क्षेत्र
MAHANAGAR COAL FIELD LIMITED
जगन्नि निर्देशक / JAGANNATH
सहसंचालक / SACHIN KUMAR

operations in any other area pursuant to this Agreement. The rights granted to the Allottee 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 of this Agreement or the term of the Mining Lease or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be, whichever is later..

11.2. Authorisations

The Allottee 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 Allottee in relation to the rights granted to it under this Agreement.

11.3. Geological and Archaeological Finds

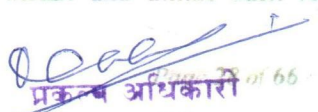
It is expressly agreed that unless specifically permitted by this Agreement, the Allottee shall not have any mining rights or interest in the underlying geological or archaeological matters such as minerals, metals (including gold, silver, etc., gas, oil, fossils, antiquities, structures or other remnants or things of interest and the Allottee hereby acknowledges that it shall not have any mining rights or interest except in relation to coal (as may be granted under any Mining Lease or Prospecting License-cum-Mining Lease or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be, pursuant hereto. It is clarified that such rights, interest and property on or under the Coal Mine shall vest in and belong to the Central/ State Government or the concerned Governmental Authority. The Allottee 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/ 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.

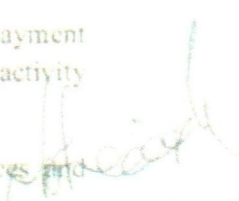
11.4. Health, Safety, Welfare, Social Security and Minimum Wages

11.4.1. The Allottee 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 Allottee 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 Allottee shall install and utilize such recognized modern safety devices and


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निदेशक (ए), माहाराष्ट्र / राज्य (एम. एल. ए. क्षेत्र)
माहाराष्ट्र क्षेत्रीय विकास निदेशक
MAHARASHTRA REGIONAL DEVELOPMENT
ऑफिस निदेशक / राज्य (एम. एल. ए. क्षेत्र)
माहाराष्ट्र क्षेत्रीय विकास निदेशक

observe such recognized modern safety precautions as are provided and observed under Good Industry Practice. The Allottee 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 Allottee 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 Allottee 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 Allottee 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 Allottee 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 Allottee 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 Allottee from any and all obligations under this Agreement despite the delegation of such obligations to a contractor or its subcontractors.

12.4. Terms and Conditions for appointment of contractor(s) in relation to coal mining operations may be formulated in line with the terms and conditions specified in the Coal Block Allocation Rules 2017 framed under Sec. 11A of the Mines and Minerals (Development and Regulation) Act, 1957. The terms and conditions may be as follows:

12.4.1. In case the Coal Mine is developed through contractor(s), the selection of the contractor(s) in relation to coal mining operation shall be through a transparent competitive bidding process and the Allottee company shall inform the State



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प्रकल्प अधिकारी

Project Officer

MCL Subhadra Area

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निदेशक(त) (सहायक) DIRECTOR (Asst)
महानदी कोयला क्षेत्र, कोयला विभाग
MAHANADI COAL FIELD, COAL DIVISION
जयपुर विभाग / JAYPUR DIVISION
राजस्थान / RAJASTHAN

Government concerned, the Central Government and the Nominated Authority about the engagement of such contractor(s) and the terms and conditions of such engagement, as soon as it is finalised.

12.4.2. No appointment of such contractor(s) shall be made before the issuance of the Allotment Order of the Coal Mine.

12.4.3. The Allottee shall ensure that the criteria of bidding for engagement of the contractor(s) are not linked to CIL Notified Price.

12.4.4. The contractor(s) shall maintain all records as required to be maintained and shall provide such records for the inspection by the Allottee, the State Government concerned, the Central Government and the Nominated Authority.

13. CHANGE IN CONTROL AND TRANSFER

13.1. Change in Control of the Allottee

13.1.1. Any change in Control of the Allottee or any transfer of the Coal Mine by the Allottee, shall be subject to Applicable Laws and may be undertaken after the Lock-in Period, with an intimation to the Nominated Authority and the Central Government if, no later than 15 (fifteen) days prior to (a) the proposed change in Control of the Allottee; or (b) transfer of the Coal Mine by the Allottee, as the case may be and provided that pursuant to such change in Control, the Allottee continues to meet the Eligibility Conditions or in case of transfer of Coal Mine by the Allottee, the transferee meets the Eligibility Conditions.

Provided however, that any change in Control of the Allottee or transfer of the Coal Mine by the Allottee during the Lock-in Period shall be permitted if such change in control is pursuant to an insolvency proceeding against the Allottee under the Insolvency and Bankruptcy Code, 2016 or Applicable Laws or the transfer is pursuant to enforcement of security by any bank or financial institution in accordance with the terms of the Agreement and Applicable Laws, as the case may be.

13.1.2. In the event that any change in Control of the Allottee or any transfer of the Coal Mine granted to the Allottee 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 the transferee of such right, title or interest or the Allottee subsequent to the change of Control, as the case may be, also meets all the applicable Eligibility Conditions.

13.1.3. The lock-in period shall be as follows ("**Lock-in Period**"):

- (i) For Fully Explored Mines till the execution of Mining Lease or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be.



[Signature]
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Project Officer
MCL, Subhadra Area
एम. सि. एल. सुभद्रा क्षेत्र

[Signature]
निर्देशक (सं.) (सं. 11) / निर्देशक (सं. 11)
महानदी क्षेत्र, कोयला विभाग
MAHANADI DISTRICT, COAL DIVISION
जम्शेदपुर जिला, कोयला विभाग
JAMSHEDPUR DISTRICT, COAL DIVISION

- (ii) For Partially Explored Mines, Lock-in Periods shall be in two phases:
- First, till one year of the date of issuance of Allotment Order provided that at least 15% of estimated exploration expense has been incurred by the Allottee; or
 - Second, after preparation of Geological Report till the execution of Mining Lease or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be.

13.2. Change in Control in case of a joint venture

- 13.2.1. In the cases where allotment has been made to a joint venture of any two or more Government companies or corporations, such companies shall be prohibited from alienating or transferring any interest, except for taking of loans or advances from a bank or financial institution, in the joint venture of whatsoever nature including ownership in favour of a Third Party.

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 Allottee from participating in any further auction or allotment process conducted by the Nominated Authority; terminate this Agreement; and/or terminate and withdraw the Allotment 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. MANDATORY WORK PROGRAM FOR PARTIALLY EXPLORED MINES

- 14.1.1. During the prospecting phase, the Allottee shall complete the Mandatory Work Program for the Coal Mine as specified in the SCHEDULE I. The Allottee shall conduct geological prospecting/ exploration of the area as per the Mandatory Work Program provided by the Nominated Authority, so as to ascertain evidence of mineral contents and shall submit periodic reports to the Nominated Authority. Provided however that in the event the Allottee is unable to conduct geological prospecting/ exploration of the area as per the Mandatory Work Program, due to any technical constraints including subsurface geological uncertainty duly accepted by the Government, the Allottee may propose a revised Mandatory Work Program having estimated exploration expense not less than the estimated exploration expense as provided in the SCHEDULE I, to the Nominated Authority. The revised Mandatory Work Program shall be subject to the approval of the Nominated Authority. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the



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Project Officer
MCL Subhadra Area
एम. सि. एल. सुभद्रा क्षेत्र

निर्देशक (न) प्रकल्प/प्रशासकीय विभाग
महानदी कोयला क्षेत्र
MAHANADI COALFIELD
जगन्नि विहार / JAGRAN VIHAR
रामजपुर / RAMAJPUR - 751011

Allottee may undertake geological prospecting/ exploration in excess of the Mandatory Work Program in accordance with Applicable Laws.

- 14.1.2. All reports, studies and other documentation related to the geological prospecting/ exploration of the area shall be submitted to the Nominated Authority and the State Government and they shall become the proprietary information of the Nominated Authority / State Government.

15. PRODUCTION SCHEDULE FOR FULLY EXPLORED MINES

- 15.1.1. The Allottee shall ensure that the scheduled coal production as per the approved Mining Plan is equal to or more than the year-on-year production schedule of the Coal Mine as specified in SCHEDULE I ("Production Schedule"). In case prospecting operations are required to be carried out for any part of the Coal Mine, the same shall be carried out by the Allottee in accordance with Applicable Law.

16. REVISION IN MINING PLAN UPON ALLOCATION AND FLEXIBILITY IN PRODUCTION

16.1. Revision in Mining Plan

- 16.1.1. Upon allocation of the Coal Mine, the Mining Plan may be revised by the Allottee, in accordance with the Guidelines for Preparation, Formulation, Submission, Processing, Scrutiny, Approval and Revision of Mining plan for the coal and lignite blocks issued vide Office Memorandum F. No. 34011 28/2019-CPAM dated May 29, 2020, as may be amended.

16.2. Flexibility in Coal Production Schedule

- 16.2.1. In a financial year, the Allottee shall produce coal not below 65% of scheduled production for that financial year as per the Mining Plan subject to the condition that in any 3 financial year block the Allottee shall not produce coal less than 75% of scheduled production for the 3 financial year block as per the Mining Plan. It is clarified that 3 financial year block shall be counted from the first financial year of scheduled commencement of production in the Coal Mine.

16.2.2. Payment to the Government in case of shortfall in coal production

- a) In the event the annual coal production is less than 65% of the scheduled production in any financial year as per approved Mining Plan, then the Allottee shall make payment towards such shortfall in coal production on the basis of the Reserve Price such that the payments to the Government for the year is towards at least 65% of the scheduled coal production, within 20 days of the from the end of the financial year.
- b) Further, in the event the coal production for a block of 3 financial years is less than 75% of the scheduled production in the block of 3 financial years as per approved Mining Plan, the Allottee shall make payment towards such shortfall in coal production (above 65% and less than 75%) on the basis of the Reserve Price such that

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Project Officer

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निदेशक (उत्खनन), एम. लि. एल. सुभद्रा क्षेत्र, प. 33
भारतीय कोयला निगम लि.
मायानादी कोयला क्षेत्र, प. 33
जयपुर विभाग / जयपुर क्षेत्र, प. 33
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the payments to the Government for a block of 3 financial years is towards at least 75% of the scheduled coal production in the block of 3 financial years within 20 days of the from the end the 3 financial year period.

- c) Statutory dues including taxes, levies, royalty, contribution to NMET and DMF, etc. shall be payable as per Applicable Law.

17. MINE CLOSURE


- 17.1. 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 (as a part of the Mining Plan) and Applicable Laws.

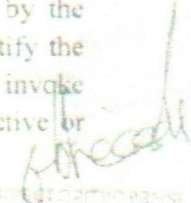
18. COMPLIANCE AND RECORD KEEPING

- 18.1. The Allottee 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 Allottee in connection with this Agreement, the development of the Coal Mine, mining operations and matters incidental thereto and the steps taken by the Allottee to comply with Applicable Laws. Such records and books of accounts shall be required to be maintained for a period of six years. The Allottee shall ensure that such records and books of accounts are sufficient to enable verification of the Allottee's compliance with its obligations under this Agreement.
- 18.2. The Allottee shall permit the Nominated Authority and its representatives, to access and take copies of the Allottee's records and any other information held at the Allottee's premises and to meet with the Allottee's personnel to audit the Allottee's compliance with its obligations under this Agreement. Such audit rights shall continue for three years after termination of this Agreement. The Allottee 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.

19. REPRESENTATIONS AND WARRANTIES

- 19.1. The Allottee 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 F ("Warranties").
- 19.2. 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.
- 19.3. In the event that any of the representations or warranties made or given by the Allottee ceases to be true or stands changed, the Allottee shall promptly notify the Nominated Authority of the same. The Allottee hereby waives all its rights to invoke and shall not invoke the Nominated Authority's knowledge (actual, constructive or


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निर्देशक(त/संयोजन) / Director (Coordination)
महानदी कोयला क्षेत्र विकास
MAHANADI COALFIELD DEVELOPMENT
आयुक्त निदेश / Director's Order
सम्बलपुर / Sambalpur

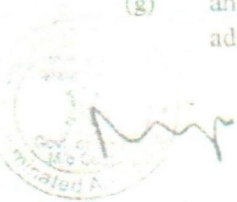
imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of Warranties or covenant or obligation of the Allottee.


20. INDEMNITIES

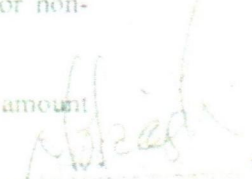
20.1. In this clause, a reference to the Nominated Authority shall include the Nominated Authority; the Government of India; any of the departments or ministries of the Government of India; and of the officers, employees, staff, advisors, representatives or agents of the Government of India (collectively 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.

20.2. The Allottee 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) Allottee'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 Allottee, 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 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 Allottee, including without limitation any costs incurred by the Nominated Authority in cleaning or rectifying of any environmental damages caused by the Allottee 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.
- (g) any claim made to or against the Indemnified Party hereinafter for any amount admissible as Fixed Amount in terms of the Act.


Nominated Authority


प्र. अधिकारी
Project Officer
MGL, Subhadra Area
एन. सि. एन. सुभद्रा क्षेत्र


निदेशक (सि.) एन. सि. एन. सुभद्रा क्षेत्र
महानदी क्षेत्र
MAHANADI AREA
एन. सि. एन. सुभद्रा क्षेत्र
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