

- 20.3. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), the Indemnified Party shall as soon as reasonably practicable, give written notice of the Claim to the Allottee, specifying the nature of the Claim in reasonable detail.
- 20.4. Subject to the Allottee providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Allottee may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.
- 20.5. Payments of the amount of Claim shall become due and payable within thirty Business Days of receipt of notice of Claim. If a payment due from the Allottee under this clause is subject to Tax (whether by way of direct assessment or withholding at its source), the Indemnified Party shall be entitled to receive from the Allottee such amounts as shall ensure that the net receipt, after Tax, to the Indemnified Party in respect of the payment is the same as it would have been were the payment not subject to Tax.

21. ASSIGNMENT, SECURITY FOR FINANCING

21.1. Prohibition on Assignment

21.1.1. Except as provided in this Clause 21, the Allottee shall not assign this Agreement, either directly or indirectly, save and except with the prior consent in writing of the Nominated Authority, which consent the Nominated Authority shall be entitled to decline without assigning any reason.

21.1.2. Subject to compliance with provisions of Clause 21.2, this Agreement may be assigned by the Allottee in the following events:


- upon occurrence of a change in Control or transfer which is permissible in terms of Clause 13, to the transferee; or
- upon occurrence of an enforcement event, to a transferee as may be determined by a bank or financial institution in terms of Clause 21.3.

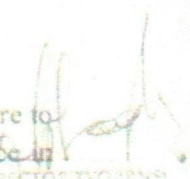
21.2. Assignment Conditions

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

- the proposed assignee must meet the applicable Eligibility Conditions;
- the proposed assignee must agree to unconditionally and irrevocably adhere to the provisions of this Agreement and must enter into a deed of adherence in




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


निदेशक(सं)(संचालन) / DIRECTOR (OPNS)
महानदी कोलफील्ड्स लिमिटेड
MAHANADI COALFIELDS LIMITED
जगुलि विहार / JAGULI VIHAR
सम्बलपुर, SAMBALPUR - 768002

the manner as prescribed by the Nominated Authority;

- (c) the proposed assignee must have furnished the Performance Security, to substitute any subsisting Performance Security provided by the Allottee;
- (d) the proposed assignee must have paid any other amount due from the Allottee and agree to indemnify and hold the Nominated Authority harmless in all respects against any claims from any Third Party or the Allottee with respect to such assignment.

21.3. Security for financing, enforcement Event

21.3.1. Subject to Applicable Laws, the Allottee shall be entitled to create security by way of mortgage of the Coal Mine for the purposes of financing the mining operations at the Coal Mine from a bank or financial institution and such security creation shall not require prior approval by the Nominated Authority or the Central Government. It is clarified that the Allottee shall be permitted to enter into any agreement with bank or financial institutions for creation of such security and for creation of such security, the conditions mentioned in Clause 21.2 shall not be applicable.

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

21.3.3. In the event of a default, the banks or financial institutions, as the case may be shall be entitled to enforce their security interest, provided that the conditions listed in Clause 21.2 are met, in the manner provided below:

- (a) the security interest shall be exercised in accordance with the provisions of Applicable Laws and any inter-se agreement between the secured creditors, if any.
- (b) the lead secured creditor (in case of consortium lending) or the secured creditor with the highest exposure (in case of multiple banking), shall be entitled to seek a substitution of the Allottee by providing a written notice (the "Substitution Notice") to the Nominated Authority;
- (c) the Substitution Notice shall contain complete particulars of the proposed transferee (the "Selectee"), particulars of compliance of the Selectee with all the Eligibility Conditions, particulars of the debt due and such data and information as would be necessary and relevant for the Nominated Authority to decide as to the acceptability of the Selectee;
- (d) the Nominated Authority may require such other information as it may deem fit regarding the suitability of the Selectee to receive rights and obligations with respect to the Coal Mine;

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

निदेशक(व) (संयोजन) / DIRECTOR (CO-ORDINATION)
महानदी कोयला क्षेत्र विकास निदेशक
MAHANADI COALFIELD DEVELOPMENT
आयुक्त निदेशक, कोयला क्षेत्र विकास
भारत, कोयला क्षेत्र विकास

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Allocation Agreement for Utkal A Coal Mine

- (e) the Substitution Notice must be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by the Nominated Authority observe, comply with, perform and fulfil the residual terms, conditions and covenants of this Agreement as if the Selectee had been the Allottee under this Agreement and to assume, discharge and pay the debt due on the terms and conditions agreed to by the Selectee with the secured creditors. The Selectee shall also undertake to enter into such documents and agreements with Nominated Authority as may be necessary or required to give effect to the substitution of the Allottee by the Selectee;
- (f) the Nominated Authority shall convey its acceptance or otherwise of the Selectee within sixty Business Days of (a) the date of receipt of the Substitution Notice; or (b) the date of receipt of the additional information and clarifications requested in respect of any data, particulars or information comprised in the Substitution Notice, whichever is later.
- (g) In the event that the Nominated Authority fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Substitution Notice, within the time specified in sub-clause (f) above, the Nominated Authority shall be deemed to have accepted the Substitution Notice and the Selectee.

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

22. INSURANCE



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

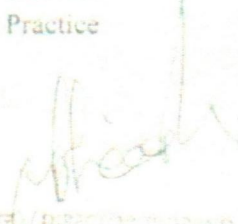
23. ACCOUNTS AND AUDIT

23.1. Audited Accounts

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

23.2. Appointment of Auditors



प्रकल्प अधिकारी
Project Officer,
MCL, Subhadra Area
एम्. लि. एल. सुभद्रा क्षेत्र


 निर्देशक(सं)(संकलन) / DIRECTOR (GENERAL)
 महानदी कोयला क्षेत्र विकास निगम
 MAHANADI COALFIELDS DEVELOPMENT CORPORATION
 जागृति विहार / JAGRUTI VIHAR
 संबलपुर / SAMBALPUR

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

23.3. Certification of claims by Statutory Auditors

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

24. GOVERNMENT INSPECTION

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

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

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

25. EVENT OF FORCE MAJEURE

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

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;
- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

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[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area

[Signature]
निदेशक, अखिल भारतीय मजदूर संघ
MAHARAJA
जयपुर सिटी, राजस्थान
राजस्थान, भारत

- (iv) nuclear, chemical or biological contamination or sonic boom;
- (v) collapse of buildings, fire, explosion or accident;
- (vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Allottee claiming the same as an Event of Force Majeure and attributable to such Allottee's policies regarding labour, compensation or employment or labour related conditions).
- 25.2. Provided it has complied with Clause 25.3, if the Allottee is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Event of Force Majeure, the Allottee shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 25.3. Upon occurrence of an Event of Force Majeure, the Allottee shall:
- (i) as soon as reasonably practicable after the start of the Event of Force Majeure but no later than thirty Business Days from its start, notify the Nominated Authority and the Central Government in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of Force Majeure on its ability to perform any of its obligations under this Agreement; and
- (ii) use all reasonable endeavours to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.
- 25.4. If an obligation is suspended by reason of an Event of Force Majeure for more than one month continuously, the Parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changed circumstances, provided that this Agreement shall remain in effect during the period during which the Parties are negotiating the terms of any such revision.
- 25.5. Notwithstanding Clause 25.4, in the event that performance of obligations under this Agreement remain suspended for a period of: (a) six months continuously; (b) or nine months over a period of one year, then the Nominated Authority may in its sole discretion terminate this Agreement in the manner provided in Clause 26.

26. EFFECTIVE DATE, TERM AND TERMINATION

26.1. Effective Date

This Agreement shall come into effect on the Agreement Date. It is clarified that the provisions of this Agreement shall also be included in the Mining Lease or Prospecting License-cum-Mining Lease [or in the order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be].

26.2. Term

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प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम. लि. एन. सुभद्रा क्षेत्र

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निदेशक(सि) (एन.ए.डी.) / प्रकल्प अधिकारी,
महानदी तट विकास प्राधिकरण,
MAHANADI COASTAL AUTHORITY,
जयपुरी बजार, जादवपुर,
राज्यलक्षित, SAMBALPUR

26.2.1. This Agreement shall commence on the dates mentioned in Clause 26.1 and shall continue for the period till the mine opening permission under rule 9 of the Colliery Control Rules, 2004 is granted to the Allottee or the order under Section 11 (1) of the CBA Act, 1957 is issued by the Central Government, as the case may be ("Term"), unless agreed otherwise by the Parties and unless this Agreement is terminated earlier in accordance with its terms prior to the expiry of the Term. Upon termination of the Agreement, the rights of the Nominated Authority under the Agreement shall vest into State Government.


26.2.2. The terms and conditions of this Agreement shall be included in terms and conditions of the Mining Lease for the Coal Mine along with any other terms and conditions that the Central Government or the State Government may deem fit under the Mineral Concession Rules, 1960.

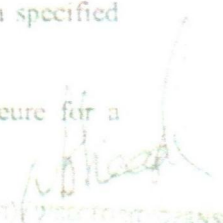
26.3. Termination

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

- (a) violation of the provisions of the Act and the Rules;
- (b) failure of the Allottee to make payment of the Upfront Amount in the manner provided in Clause 5.2;
- (c) failure of the Allottee to submit the revised Performance Security in accordance with Clause **Error! Reference source not found.**;
- (d) failure of the Allottee to complete the Allotment Conditions within the time specified in Clause 3.2;
- (e) failure of the Allottee to make payment of additional levy within the time specified under Rule 18 of the Rules, if required to be paid;
- (f) occurrence of any Appropriation Event resulting in appropriation of the entire Performance Security or on account of one or more Appropriation Events, an amount equal to hundred per cent of the Performance Security being appropriated in aggregate (in one or more instances) as provided in Clause 6.3;
- (g) failure of the Allottee to replenish the Performance Security within a period of 15 Business Days, in the event that a part of the Performance Security has been appropriated;
- (h) delay in achievement of the Efficiency Parameters (Milestones) by the Allottee for more than three instances (in aggregate and not over a specified period) as provided in Clause 10.3;
- (i) suspension of obligations on account of an Event of Force Majeure for a period longer than as specified in Clause 25.5;




प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
रा. सि. एन. सुभद्रा क्षेत्र


निदेशक (अनुमति) (SECTION OFFICER)
सुभद्रा क्षेत्र, एन. सि. एन.
MAHARAJA COLLEGE, SUBHADRA
राजसिंह नगर, जालंधर-191005
राजसिंहपुर/MAHARAJA-191005

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Allotment Agreement for Ukal A Coal Mine

- (j) failure to make payment of the Monthly Payment for more than three instances (in aggregate and not over a specified period) in terms of Clause 9.4;
- (k) failure to provide any information requested by the Nominated Authority in terms of this Agreement;
- (l) failure of the Allottee to ensure continued compliance with the Eligibility Conditions;
- (m) in case the Allottee is a joint venture company, alienation or transfer of any interest, except the 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;
- (n) a company other than a Government company or corporation holding more than twenty-six per cent of the paid up share capital of the Allottee, either directly or through any of its subsidiary company or associate company (such expressions having meaning ascribed under the Companies Act, 2013);
- (o) the Allottee dissolves, liquidates, commits an act of bankruptcy, petitions or applies to any tribunal for the appointment of a trustee or receiver for itself, resulting in the extinguishment of the existence of the Allottee;
- (p) any other breach of any of the provisions of this Agreement (including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever), which is not cured by the Allottee within thirty Business Days of becoming aware of the same, on its own accord or upon receipt of a notice from the Nominated Authority;
- (q) on recommendation of the State Government concerned in the event of breach of terms and conditions of prospecting license or mining lease;
- (r) surrender of the Coal Mine by the Allottee;
- (s) 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;
- (t) termination of the Mining Lease or Prospecting License-cum-Mining Lease granted to the Allottee or order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be; or
- (u) in the opinion of the Central Government, it is expedient in public interest to terminate this Agreement.

26.3.2. Upon occurrence of a Termination Event, the Nominated Authority may elect to terminate this Agreement by providing a 15 Business Days written notice to the Allottee. The determination of the Nominated Authority regarding occurrence of a



[Signature]
प्रकल्प अधिकारी
Project Officer
 Subhadra Area

[Signature]
 निदेशक(स) (महानदी) जल विभाग
 महानदी कोयला क्षेत्र
 MAHANADI COALFIELDS
 जमुना विहार / JAGULVAHAR
 राँचेपुर / SAMBALPUR - 751005

Termination Event shall be final and binding on the Allottee.

26.3.3. In case the Nominated Authority elects to terminate this Agreement except under Clause 26.3.1(i), then the Performance Security and all other payments made by the Allottee shall be forfeited and the Allottee shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender termination and also for the obligations that must be fulfilled after termination.

In case the Nominated Authority elects to terminate this Agreement under Clause 26.3.1(i) after accepting the Event of Force Majeure, then the Performance Security submitted by the Allottee shall not be forfeited. The Allottee shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender termination and also for the obligations that must be fulfilled after termination.

26.4. Retention of Books and Records

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

27. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

27.3. In the event that the Allottee fails to nominate an officer in the manner required under Clause 27.2; or the Parties are unable to resolve any dispute in accordance with Clause 27.2 within a period of 30 Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with Section 27 of the Act.

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

27.5. The provisions contained in this Clause 27 shall survive the termination of this Agreement.



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

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28. MISCELLANEOUS

28.1. Time of Essence

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

28.2. Publicity

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

28.3. Severability

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

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

28.4. Costs and Expenses

28.4.1. The Allottee shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.

28.4.2. The stamp duty payable for this Agreement shall be borne by the Allottee.

28.5. Further Assurance

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



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

[Signature]
निदेशक(विद्युत) महाराष्ट्र राज्य विद्युत निदेशक
महाराष्ट्र विद्युत निदेशक
MAHARASHTRA STATE ELECTRICITY BOARD
जाण्णिकी विभाग / Jankhadi Branch
समन्तपुर/ SAMANTPUR

28.6. Legal And Prior Rights

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

28.7. Waiver

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

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

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

28.8. Amendments

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

28.9. Counterparts

This Agreement may be executed in two counterparts, each of which will be deemed



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MAHARASHTRA
एम. लि. एल. सुभद्रा क्षेत्र

an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together will constitute one and the same instrument.

28.10. No Agency or partnership

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

28.11. Notices

All notices, requests, demands or other communication ("Notice") required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post with acknowledgment due, or transmitted by facsimile transmission to the other Parties at the address indicated in SCHEDULE G hereof or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 28.11 shall be deemed to have been given and received on the day of its receipt at such address.

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

28.12. Entire Agreement

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

28.13. Specific Performance of Obligations

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



Page 45 of 66
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
श.म. सि. एल. सुभद्रा क्षेत्र

निदेशक (सं/संकाय) / DIRECTOR
महानदी कोयला क्षेत्र
MAHANADI COALFIELDS
जागतिक विहार / JAGADIK VIHAR
सम्भलपुर / SAMBALPUR

demonstrating the inadequacy of monetary damages.

28.14. Power of the Central Government

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

26.15. Change Notice

Notwithstanding anything contained herein, the Nominated Authority may issue a change notice ("**Change Notice**") for change in particulars of:

- (a) the Designated Bank Account;
- (b) the number of days within which the Completion Notice is required to be provided in terms of Clauses 3.2.2 and 3.2.3 of the Agreement, by extending the time period provided in Clauses 3.2.2 and 3.2.3 of the Agreement, prior to the expiry of such periods; or
- (c) the e-mail address for submission of the Pre-Commencement Report, the Commencement Report, the Monthly Report and the Yearly Report, as specified in Clause 7.2 of the Agreement

The Change Notice shall be issued in writing by the Nominated Authority and shall be sent by registered post with acknowledgment due, or transmitted by facsimile transmission at the address of the Allottee as specified in Clause 28.11 for providing Notices. A copy of the Change Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified pursuant to Clause 28.11 solely for the information of the Allottee and shall be deemed to be delivered when the registered post is actually delivered or the fax is received by the Allottee, as the case may be.

Within 5 Business Days of receipt of the Change Notice, the Allottee shall provide a written acknowledgment of its receipt to the Nominated Authority through email. The Change Notice shall take effect from: (a) the date specified in the Change Notice – if such date has been specified in the Change Notice; or (b) the date of its receipt – if no effective date has been specified in the Change Notice.

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



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

abheek
निदेशक (सि. एल.)
महानदी क्षेत्र विकास निदेशक
MAHANADI COAL FIELD DEVELOPMENT
जयपुर विभाग / JAYAPUR REGIONAL
राज्यपाल, राजस्थान-302001

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SCHEDULE A - PARTICULARS OF THE COAL MINE

Coal Block	Utkal A
Latitude	20° 55' 56" N - 20° 58' 49" N (Provisional)
Longitude	84° 58' 42" E - 85° 00' 51" E (Provisional)
Coalfield	Talcher Coalfield
Villages	Kankarai, Chhotabani, Balusahi
Tehsil/Taluka/Block	Angul
District	Angul
State	Odisha

[Handwritten Signature]

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



[Handwritten Signature]
निर्देशक(ब) (संचालन) DIRECTOR (OPENS)
महानदी कोयला क्षेत्र
MAHANADI COALFIELDS LIMITED
जमुति विहार / JAMUTI VIHAR
सम्यकपुर/SAMBALPUR - 751 005

**SCHEDULE B - FORMAT OF INTIMATION TO THE NOMINATED
AUTHORITY**

To
The Nominated Authority
[address]

[date]

Sub: Intimation under Clause 3.1(f) of the Allotment Agreement (the "Agreement").

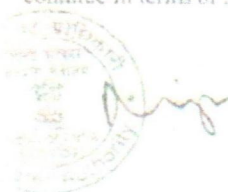
Dear Sir,


We write with reference to Clause 3.1(1) of the Agreement read with the Act and the Rules, including Section 10 and Section 11 of the Act in terms of which we intend to own and utilise certain movable property of the Prior Allottee and also adopt certain contracts as detailed below:

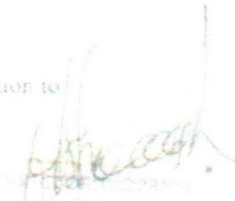
- (a) particulars of movable property along with the details of the current owner, the terms of negotiations, related documentation and other details, which we intend to own and use in terms of Section 10(1) of the Act is enclosed as Annexure A;
- (b) particulars of movable property along with the details of the current owner, the terms of negotiations, related documentation and other details, which we do not intend to own and use and which we intend to move in terms of Section 10(4) of the Act is enclosed as Annexure B;
- (c) the list of contracts (including contracts with secured creditors¹) which we intend to adopt and continue, along with complete particulars of such contracts is enclosed as Annexure C;
- (d) the list of contracts (including contracts with secured creditors) which we do not intend to adopt and continue, along with complete particulars of such contracts is enclosed as Annexure D.

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

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




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


निर्देशक (सि. एल.)
महानदी क्षेत्र
MAHANADI AREA
जगदीशपुर (सि. एल.)
समवेत, सुभद्रा क्षेत्र

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Yours Sincerely,

.....

(Authorised Signatory)

Name:

Designation:

Enclosed: As Above

Annexure A

Annexure B

Annexure C

Annexure D

[Handwritten Signature]

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



[Handwritten Signature]
निर्देशक (टी) (संयोजन), कोयला खनन विभाग, ओडिशा, भारत
MAHARAJA COLLEGE
जयपुर
संयोजन विभाग

SCHEDULE C - FORMAT OF THE COMPLETION NOTICE

To
The Nominated Authority
[address]

[date]

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

Dear Sir,

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

- (a) We continue to be in compliance with all the Eligibility Conditions;
- (b) we have paid the first instalment of the Upfront Amount, in accordance with Clause 5.2.1 through [particulars of payment to be mentioned]; and have provided such undertaking as specified in 0, in case the approved Mine Plan is not available;
- (c) we have furnished the Performance Security through [particulars of performance security and its manner of delivery to be mentioned]; and have provided such undertaking as specified in 0, in case the approved Mine Plan is not available;
- (d) we have paid the Fixed Amount through [particulars of payment to be mentioned];
- (e) Additional Levy as was required to be paid has been paid through [particulars of payment to be mentioned]²; and
- (f) we have provided a written intimation as was required under Clause 3.1(i) of the Agreement through a letter dated [particulars to be mentioned].

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

Yours Sincerely,

.....
(Authorised Signatory)
Name:
Designation:

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

² Not applicable if the Allottee is not the Prior Allottee.



निर्देशिका (1) सं.
महानगरी विकास
MA - 10/2017/1000
जमा की गयी राशि
राज्य कोष में

244

Enclosed: As Above

[Handwritten Signature]

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



[Handwritten Signature]
निर्देशक(त)(राज्य)/DIRECTOR(DP)
महानदी कोयला क्षेत्र अधिकारी
MAHANADI COALFIELD OFFICER
जागृति विहार / JAGRUTI VIHAR
सम्बलपुर/SAMBALPUR

SCHEDULE D - EFFICIENCY PARAMETERS

For Coal Mines other than Schedule II coal mines

Activities	Completion time	Milestone (MS) No.	Fully Explored Mines	Partially Explored Mines
			% of Performance Security to be appropriated for delay in completion of MS	% of Performance Security to be appropriated for delay in completion of MS
Prospecting Licence or Notification under section 4 of the CBA Act, 1957, as applicable	-			-
Completion of Drilling/ Exploration in accordance with the provisions of Clause 14	-			-
Preparation of Geological Report (GR)	Within 15 months from the date of allocation		Not Applicable	0
	After 15 months upto 24 months from the date of allocation			25%
	After 24 months upto 30 months from the date of allocation	MS-1		25 % (in addition to previous 25%)
Mining Lease Application	-			-
Submission of Mining Plan subject to the provisions of Clause 15	-			-
Approval of Mining Plan/Project Report subject to the provisions of Clause 15	6 months from the completion of previous MS/ If MS-1 is not applicable, 6 months from the date of allocation	MS-2		10%
Forest Clearance Application	-			-
Environment Clearance Application	-			-
Forest Clearance (FC)-stage 1	-			-
Forest Clearance (FC)-stage 2	-			-
Wildlife Clearance	-			-
Approval under PESA	-			-
Environment Clearance (EC)	18 months from the completion of previous MS	MS-3		10%
Approval for Nallah /River	-	MS-4		-



Prakalp
प्रकल्प अधिकारी
Project Officer
 MCL, Subhadra Area
 प.स. एल. सुभद्रा क्षेत्र

Prakash
 DIRECTOR GENERAL
 MINES, COAL & METALS
 GOVERNMENT OF INDIA
 NEW DELHI

24/6

Allotment Agreement for Uthal A Coal Mine

Activities	Completion time	Milestone (MS) No.	Fully Explored Mines	Partially Explored Mines
			% of Performance Security to be appropriated for delay in completion of MS	% of Performance Security to be appropriated for delay in completion of MS
Diversion				
Approval for diversion of Power line/Rail/Road	-		-	-
Permission to draw Water	-		-	-
Permission to draw Power	-		-	-
Consent to Establish /Operate	-		-	-
Grant of Mining Lease or order by the Central Government under section 11 of CBA Act, 1957, as applicable	-		-	-
Land Acquisition & possession of land and R&R required to reach rated capacity as per approved mining plan	21 months from the completion of previous MS		25%	
Intimation to DGMS for Mine opening				
Approval for use of Explosive & Licence for Storage of Petroleum	-		-	-
Permission under Factories Act, 1948	-		-	-
Permission for use of Radio Frequency Communication System	-		-	-
Labour related Permissions	-		-	-
Escrow Account	-		-	-
Application for Opening permission	-		-	-
Mine Opening Permission	6 months from the completion of previous MS	MS-5	25%	

Note:

1. Only the activity within the Milestone Number, against which percentage of appropriation of performance security has been assigned in the last column ('Main Activity'), will be monitored for the purpose of appropriation of performance security.

2. Activities other than Main Activity, against which percentage of appropriation of performance security has not been assigned, will be monitored for the purpose of early



[Signature]
प्रकल्प अधिकारी 3 of 66
Project Officer
MCL, Subhadra Area
एम्. सि. एल. सुभद्रा क्षेत्र

निर्देशक (त) (संसाधन) / DIRECTOR (T) (OPENS)
 महानदी कोयलेन्द्र लिमिटेड
 MAHANADI COALFIELDS LIMITED
 जागृति विहार / JAGRUTI VIHAR
 समभद्रा / SAMBHARA - 760001

development of mines. However, in case of default in such activities, penalty will not be imposed.

3. The completion time provided for the Milestones does not bar the Allottee from obtaining clearances concurrently, if allowed under the Applicable Laws.

4. 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 from the total time granted for all the Milestones, i.e. 66 months in case of mine where GR is to be prepared (partially explored mines) and 51 months in case of mines where GR is not required to be prepared (fully explored mines). 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.

5. For Partially Explored Mines, appropriation for delay in completion of MS-1 and MS-2 shall be from the performance security submitted pursuant to clause 6.1.3 of the Agreement and appropriation for delay in completion of remaining milestones shall be from the revised performance security submitted pursuant the said clause.

6. If the Allottee is able to complete the last Milestone (i.e. Mine Opening Permission MS-5) within the total time granted for all the Milestones, i.e. 66 months in case of mine where GR is to be prepared (partially explored mines) and 51 months in case of mines where GR is not required to be prepared (fully explored mines), then the amount of performance security appropriated for delay in completion of any previous Milestone (if any) may be refunded to the Allottee.



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



निरीक्षण (निरीक्षण) AUTHORITY (PRNS)
महिला, सुभद्रा क्षेत्र

SCHEDULE E - FORMAT OF PERFORMANCE SECURITY

[Reference number of the bank]

[date]

To

The Nominated Authority

[address]

WHEREAS

- A. [Name of the Allottee] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Allottee], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the "Allottee") is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security for a period of [period of performance bank guarantee].
- B. The Performance Security is required to be provided to **The President of India**, acting through the Central Government represented by the Nominated Authority appointed under Section 6 of the Coal Mines (Special Provisions) Act, 2015 (the "Nominated Authority") for discharge of certain obligations under the Allotment Agreement dated [date] (the "Agreement").
- C. We, [name of the bank] (the "Bank") at the request of the Allottee do hereby undertake to pay to the Central Government an amount not exceeding INR [figures] (Indian Rupees [words]) to secure the obligations of the Allottee under the Agreement on demand from the Nominated Authority on the terms and conditions herein contained herein.

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

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



8000
प्रकल्प अधिकारी of 66
Project Officer
MCL, Subhadra Area
एम्. सि. एन. सुभद्रा क्षेत्र

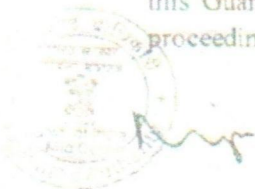
[Signature]
निदेशक (सं. प्रकल्प) / सहायक निदेशक (सं. प्रकल्प)
राज्य कोयला बोर्ड
MAHANADI COALFIELDS LIMITED
जायन्ति विहार / JACRU/VIHAR
सम्बलपुर/SAMBALPUR - 752027

Nominated Authority and Allottee on any matter whatsoever. The Bank undertakes to pay to the Nominated Authority any money so demanded notwithstanding any dispute or disputes raised by the Allottee in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the Nominated Authority of the amounts payable by the Bank to the Nominated Authority shall be final, binding and conclusive evidence in respect of the amounts payable by Allottee to the Nominated Authority under the Agreement.
3. The Bank hereby waives the necessity for the Nominated Authority from demanding the aforesaid amount or any part thereof from the Allottee and also waives any right that the Bank may have of first requiring the Nominated Authority to pursue its legal remedies against the Allottee, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the Nominated Authority that the Nominated Authority shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
 - (i) vary and/or modify any of the terms and conditions of the Agreement;
 - (ii) extend and / or postpone the time for performance of the obligations of the Allottee under the Agreement, or
 - (iii) forbear or enforce any of the rights exercisable by the Nominated Authority against the Allottee under the terms and conditions of the Agreement.

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

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whom ever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Nominated Authority receives the full amount due hereunder as if no such withholding had occurred. It is clarified that even in such case the obligation of the Bank shall not in any manner exceed in the aggregate the amount of INR [figures] (Indian Rupees [words]).
6. The Bank agrees that Nominated Authority at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Allottee.



Coal
Page 56 of 66
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम. सि. एल. सुभद्रा क्षेत्र

निदेशक (प्रकल्प) कोयला क्षेत्र, भारत सरकार
महानगर कोयला क्षेत्र, ए.एस. 1
जामुनि विहार / JAGULI VIHAR
समालपुर / SAMBALPUR - 768020

250

Allocation Agreement for Utkal A Coal Mine

- 7. The Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Allottee under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the Nominated Authority certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Allottee and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the [date of expiry of bank guarantee] the Bank shall be discharged from all liability under this guarantee thereafter.
- 8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the Nominated Authority shall have no claim against the Bank for making such payment.
- 9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at Delhi.
- 10. The Bank has the power to issue this Guarantee in favour of the Nominated Authority. This guarantee will not be discharged due to the change in the constitution of the Bank.
- 11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the Nominated Authority in writing.
- 12. The Nominated Authority may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the President of India. The Nominated Authority may also assign this Guarantee in favour of the Governor of a State, with prior intimation to the Bank. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.

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

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




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

[Signature]
 निर्देशक(सं)(संगठन) / DIRECTOR (GEN)
 महानदी कोयला क्षेत्र
 MAHANADI COALFIELD
 जागृति विहार / JAGRUTI VIHAR
 रायचलपुर / RAICHALPUR

(Signature)

(Name and Designation)

(Bank Stamp)


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



SCHEDULE F - WARRANTIES


1. INFORMATION

- 1.1. The information, provided to the Nominated Authority during the allotment process and any time thereafter, including but not limited to the information contained in this Agreement, by the Allottee is true, accurate and not misleading in any manner whatsoever.
- 1.2. Neither this Agreement nor any of the information and documents provided during the allotment process exercise contains any untrue statement of fact, or omits to state a material fact necessary to make the statements herein or therein not misleading. The documents provided to the Nominated Authority and/or its advisors during the conduct of the allotment process, are true and complete copies of such documents and none of the information provided to the Nominated Authority and/or its advisors during the allotment process was incorrect, inaccurate or misleading in any manner whatsoever.

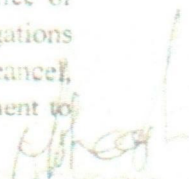
2. AUTHORITY

- 2.1. The Allottee has full legal capacity to enter into this Agreement and to perform its obligations under it and has taken all action necessary to authorise such execution and delivery and the performance of such obligations.
- 2.2. This Agreement has been duly executed and delivered by the Allottee, and (assuming due authorisation, execution and delivery and performance by the Parties), constitutes a legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with the terms of the Agreement.
- 2.3. The Allottee has obtained requisite corporate authorisation, including passing of all necessary resolutions at the meeting of its Board of Directors held on January 13, 2021 to execute this Agreement and carry out all transactions and actions contemplated under this Agreement and do all necessary acts incidental to this Agreement.
- 2.4. The execution and delivery of this Agreement by the Allottee and the performance of the obligations under it do not and shall not:
- (a) conflict with or violate any provision of the memorandum of association or articles of association of the Allottee;
 - (b) require on the part of the Allottee, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;
 - (c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in favour of any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to




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

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MAHARAJA COMPLEX
जामुनि बिल्डिंग / MAHARAJA COMPLEX
सम्बलपुर, SAMBALPUR - 752002

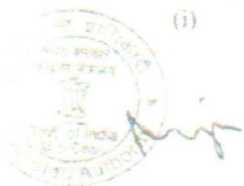
which the Allottee is party or by which it is bound or to which its assets are subject;

- (d) violate, conflict with or constitute a default under any Applicable Law, lien, lease, judgement, award, ordinance, order, writ, injunction, decree, statute, rule or regulation or any other restriction of any kind or character applicable to the Allottee or its properties or assets;
- 2.5. No person is entitled to any brokerage, finder's, or other similar fee or commission in connection with the transactions contemplated by this Agreement.

3. GENERAL

The Allottee

- (a) is a Government company duly organised, validly existing and in good standing under the laws of India;
- (b) meets all the Eligibility Conditions prescribed under the Act read with the Rules;
- (c) has the financial standing and capacity to undertake mining operations at the Coal Mine in accordance with the Efficiency Parameters;
- (d) is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (e) there are no actions, suits, proceedings or investigations pending or to the Allottee's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute an event of default hereunder;
- (f) has neither violated or defaulted nor has knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority;
- (g) has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities;
- (h) except as set forth in any Mining Lease or in the order by the Central Government under Section 11 (1) of the CBA Act, 1957, as the case may be, all rights and interests of the Allottee in and to the Coal Mine shall pass to and vest in the relevant Governmental Authority on the date of termination or expiry hereof, free and clear of all Encumbrances without any further act or deed on the part of the Allottee or the Central Government;
- (i) no bribe or illegal gratification or any other illegal amount has been paid or



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

निर्देशक (स) (उत्खनन) / DIRECTOR (THOP/NSI)
महानदी कोयलाखनन निगम लि.
MAHANADI COALFIELDS LIMITED
जगदलिका विहार, जगदलिका, बलसोरा
समस्तपुर / SAMASTPUR, BARHUI

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will be paid in cash or kind by or on behalf of the Allottee to any Person to procure the rights granted hereunder, and

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

[Handwritten Signature]

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



निर्देशक(सं)(संचालन) / OPERATOR/OPENS
महानदी वल-समीकरण विभाग
MAHANADI CONSOLIDATED DISTRICT
जामुने दिवाज / JAMUNE
सम्बलपुर/SAMBALPUR

SCHEDULE G - ADDRESS FOR PROVIDING NOTICES

A. Notice to the Nominated Authority

Address	Nominated Authority, Ministry of Coal, 120-F Wing, First Floor, Shastri Bhawan, New Delhi - 110001
Telephone	011-23384106
Fax	
E-mail (only for information)	nomauthority.moc@nic.in

With CC to the Central Government

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

B. Notice to the Allottee

Address	Mahanadi Coalfields Limited, Jagruti Vihar, Buri, Sambalpur, Odisha 768020 India
Telephone	0663-2542775
Fax	0663-2542360
E-mail (only for information)	dtopmcl@gmail.com , dt-op.mcl@coalindia.in



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

[Signature]
 MCL, SUBHADRA AREA
 MAHANADI COALFIELDS LIMITED
 जगती विहार / JAGRUTI VIHAR
 सम्बलपुर / SAMBALPUR - 768020

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SCHEDULE H - FORMAT OF DEED OF UNDERTAKING

(Must be submitted by the Allottee pursuant to Clause 5.2.5 and 6.1.6)

(To be executed on non-judicial Stamp Paper of requisite value)

Ref. No.

Date: [insert date]

To

Nominated Authority

[Address]

Dear Sir,

We, [name of the allottee company] (the "Allottee") have read and examined the Allotment Agreement dated [date] (the "Allotment Agreement") relating to Allotment of [Name of Coal Mine] coal mine through the Order of Ministry of Coal dated [insert date].

Capitalised expressions used in this undertaking but not defined herein have the same meaning as ascribed to them in the Allotment Agreement.

The Allottee hereby unconditionally and irrevocably undertakes to submit the revised Performance Security and the revised Upfront Amount (including pursuant to the installments payable pursuant to clause 5.2.1, 5.2.2 and 5.2.3, respectively) as required under the Allotment Agreement as and when the same is directed to be furnished and paid by Central Government or Nominated Authority, as the case may be.

We acknowledge that our failure to comply with the terms of this undertaking and the terms of the Allotment Agreement will be dealt with in accordance with the Allotment Agreement.

This undertaking has been issued pursuant to a [particulars of corporate authorisation of the Allottee e.g. date of board resolution etc. as applicable]

Signature along with seal of the Company

(Duly authorized to sign the Undertaking on behalf of the Allottee)



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

Name:

Designation:

[Signature]
निदेशक(तं)(संचालन) / DIRECTOR (OPERATIONS)
महानदी कोलफील्ड्स लि.
MAHANADI COALFIELDS LTD.
जगन्नि विहार, ई.ए.
समवेत, रायचूर, ओडिशा

Allotment Agreement for Ukal A Coal Mine

Date:

Name of Company:

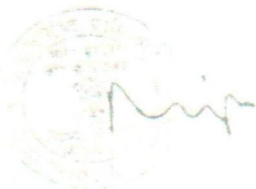
Address:


Witness:

Signature:

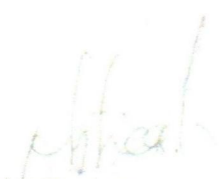
Name & Address:

Date:




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

Page 64 of 66


निर्देशक (सि.) संकलन DIRECTOR (S) COALS
सहायक निदेशक (सि.) सहायक निदेशक (सि.)
भारत खनन निदेशक
राजकीय खनन विभाग
नया राय, कोयला क्षेत्र

SCHEDULE I - MANDATORY WORK PROGRAM AND PRODUCTION SCHEDULE

Mandatory Work Program for Partially Explored Mines

Not Applicable

Production Schedule for Fully Explored Mines

Year	Production Schedule (MTPA)
Peak Rated Capacity	25.00
Y1	0.00
Y2	0.00
Y3	4.00
Y4	10.00
Y5	15.00
Y6	20.00
Y7	25.00
Y8	25.00
Y9	25.00
Y10	25.00
Y11	25.00
Y12	25.00
Y13	25.00
Y14	25.00
Y15	25.00
Y16	25.00
Y17	25.00
Y18	25.00
Y19	25.00
Y20	25.00
Y21	25.00
Y22	25.00
Y23	25.00
Y24	25.00
Y25	25.00
Y26	25.00
Y27	25.00
Y28	25.00
Y29	25.00
Y30	25.00
Y31	25.00
Y32	25.00
Y33	25.00
Y34	20.00
Y35	15.00
Y36	9.83



[Signature]
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
 ए. सी. एन. सुभद्रा क्षेत्र

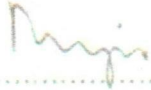
[Signature]
 निदेशक(तं)(संबलपुर) DIRECTOR (OPRNS)
 महानदी कोलफील्ड्स लिमिटेड
 MAHANADI COALFIELDS LIMITED
 जागले डिह / JAGULEY DIH
 संबलपुर/SAMBALPUR - 751005

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

Signatories

The Nominated Authority

Mahanadi Coalfields Limited


17/6/21

Name: M. Nagaraju
Date: June 17, 2021


17/6/21

Name: O. P. Singh
Designation: Director (Tech./ Operation)
Date: June 17, 2021
Duly authorized to execute this Agreement pursuant to resolution passed on May 29, 2021 by Board of Directors of the Mahanadi Coalfields Limited.



निर्देशक(ते)(संचालन)/DIRECTOR(T/OPNS)
महानदी कोयलाफील्ड्स लिमिटेड
MAHANADI COALFIELDS LIMITED
जागृति दिहिर / JAGRUTI
सम्बलपुर/SAMBALPUR



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

ANNEXURE - XII



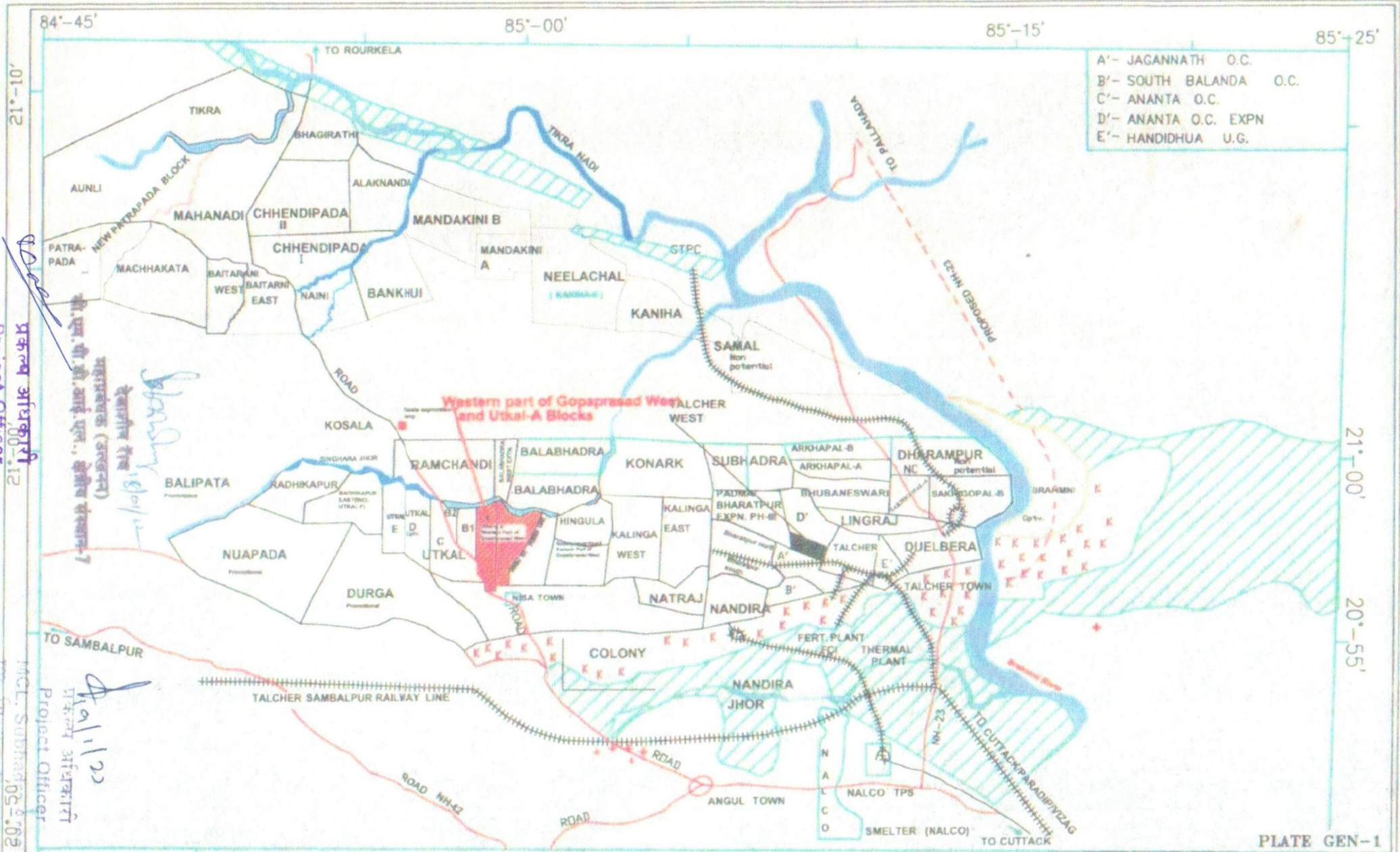
Subhadra OCP
Mining Lease from KML file

- Legend
- 0
 - Chhotabhermi Nama Mandal, Manager?
 - Feature 1
 - Feature 2
 - Feature 3

(Handwritten signature)
Project Officer
MCL, Subhadra Area

(Handwritten signature)
Project Officer
Subhadra Area

092



A'- JAGANNATH O.C.
 B'- SOUTH BALANDA O.C.
 C'- ANANTA O.C.
 D'- ANANTA O.C. EXPN
 E'- HANDIDHUA U.G.

Western part of Gopaprasad West and Utkal-A Blocks

Project Officer
 05-12
 05-12

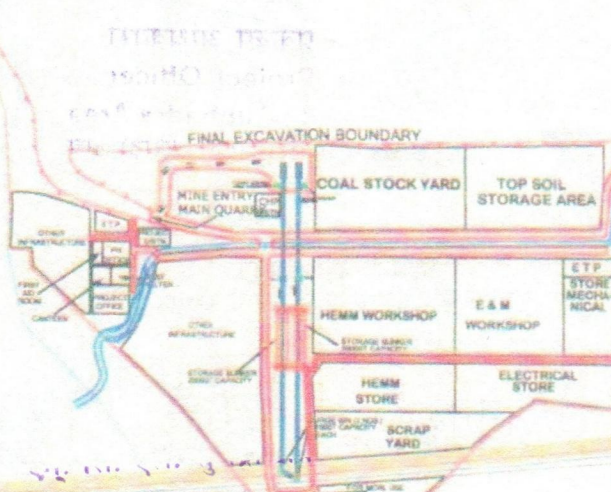
Project Officer
 05-12
 05-12

0M 4675M 9350M

No.	Description	Date

262

EXCAVATION AREA



NOTES

1. All dimensions given in mm.
2. The plan is subject to the modification of the final order.

SYMBOL	DESCRIPTION
(Red line)	Outer Excavation Boundary
(Blue line)	Final Excavation Boundary
(Green line)	Water Boundary
(Yellow line)	Proposed Road
(Blue area)	Water Body
(Blue area)	Water Body

REFERENCE

Sl. No.	Reference	Authority
1.	Project Approval of Mine (MCO)	Ministry of Coal
2.	Final Approval of Mine	Ministry of Coal



THIS IS TO CERTIFY THAT THE PROJECT AREA IS CONFINED WITHIN THE GEOLOGICAL BLOCK BOUNDARY AS RECEIVED FROM EXPLORATION DEPARTMENT OF CMPDIL, RI-VII AFTER VETTING FROM CMPDIL (HQ)

Debashis Roy
 वैभागीय सचिव
 महाप्रबंधक (उत्खनन)
 सी.एम.पी.डी.आई.एल., क्षेत्रीय संस्थान-7

प्रकल्प अधिकारी
 Project Officer
 MCL, Subhadra Area

Debashis Roy
 प्रकल्प अधिकारी
 Project Officer
 MCL, Subhadra Area
 एम. सि. एल. सभद्रा क्षेत्र

Sl. 2 Plate GEN-2

Sl. No.	Particulars	Amount
1.
2.
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99.
100.

Cardinal Points Utkal-A WGS-84

Point No.	Longitude (E)	Latitude (N)
1	84°30' 28.527"	20°36' 46.177"
2	84°30' 28.527"	20°36' 22.172"
3	84°30' 28.527"	20°37' 50.185"
4	84°30' 22.247"	20°36' 46.177"
5	84°30' 22.247"	20°36' 22.172"
6	84°30' 22.247"	20°37' 50.185"
7	84°30' 22.247"	20°36' 46.177"
8	84°30' 22.247"	20°36' 22.172"
9	84°30' 22.247"	20°37' 50.185"
10	84°30' 22.247"	20°36' 46.177"
11	84°30' 22.247"	20°36' 22.172"
12	84°30' 22.247"	20°37' 50.185"
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19	84°30' 22.247"	20°36' 46.177"
20	84°30' 22.247"	20°36' 22.172"
21	84°30' 22.247"	20°37' 50.185"
22	84°30' 22.247"	20°36' 46.177"
23	84°30' 22.247"	20°36' 22.172"
24	84°30' 22.247"	20°37' 50.185"
25	84°30' 22.247"	20°36' 46.177"
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28	84°30' 22.247"	20°36' 46.177"
29	84°30' 22.247"	20°36' 22.172"
30	84°30' 22.247"	20°37' 50.185"
31	84°30' 22.247"	20°36' 46.177"
32	84°30' 22.247"	20°36' 22.172"
33	84°30' 22.247"	20°37' 50.185"
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47	84°30' 22.247"	20°36' 22.172"
48	84°30' 22.247"	20°37' 50.185"
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64	84°30' 22.247"	20°36' 46.177"
65	84°30' 22.247"	20°36' 22.172"
66	84°30' 22.247"	20°37' 50.185"
67	84°30' 22.247"	20°36' 46.177"
68	84°30' 22.247"	20°36' 22.172"
69	84°30' 22.247"	20°37' 50.185"
70	84°30' 22.247"	20°36' 46.177"
71	84°30' 22.247"	20°36' 22.172"
72	84°30' 22.247"	20°37' 50.185"
73	84°30' 22.247"	20°36' 46.177"
74	84°30' 22.247"	20°36' 22.172"
75	84°30' 22.247"	20°37' 50.185"
76	84°30' 22.247"	20°36' 46.177"
77	84°30' 22.247"	20°36' 22.172"
78	84°30' 22.247"	20°37' 50.185"
79	84°30' 22.247"	20°36' 46.177"
80	84°30' 22.247"	20°36' 22.172"
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82	84°30' 22.247"	20°36' 46.177"
83	84°30' 22.247"	20°36' 22.172"

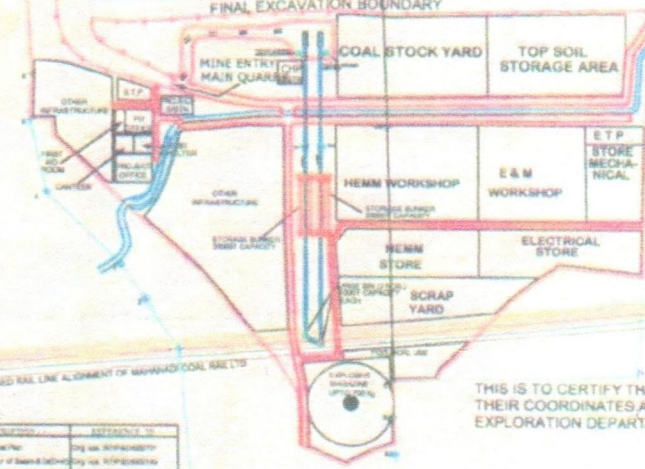
EXCAVATION AREA

8000
प्रकल्प अधिकारी
Project Officer
MCL, Subhadra Area
एम्. सि. एल. सुभद्रा क्षेत्र
Debashish Roy
देबाशीष रॉय
महाप्रबंधक (उत्खनन)
सी.एस.पी.डी.आई.एल., क्षेत्रीय संस्वान-7

1/22
प्रकल्प अधिकारी
Project Officer

THIS IS TO CERTIFY THAT THE CARDINAL POINTS AND THEIR COORDINATES ARE AS RECEIVED FROM EXPLORATION DEPARTMENT OF CMPDIL, RI-VII

Debashish Roy
 General Manager, CMPDIL, RI-VII



LEGEND	
	Survey Control Boundary
	Water Channel
	Open Drain
	Prop. Road, Fenceline
	Excavation Boundary

NOTES	
1.	All Dimensions are in Meter
2.	The plan is subject to future modification as and when required.

SCALE:

REVISIONS	
No.	Description
1.	Issue for approval
2.	Issue for execution
3.	Issue for closure

REFERENCE	
No.	Description
1.	Survey Control Boundary
2.	Water Channel
3.	Open Drain
4.	Prop. Road, Fenceline
5.	Excavation Boundary

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GEN-4 KML on Satellite image



[Signature]
 वेवाशीस रीस
 महाप्रबंधक (उत्खनन)
 सी.टी.आर.एल., क्षेत्रीय संस्थान-7

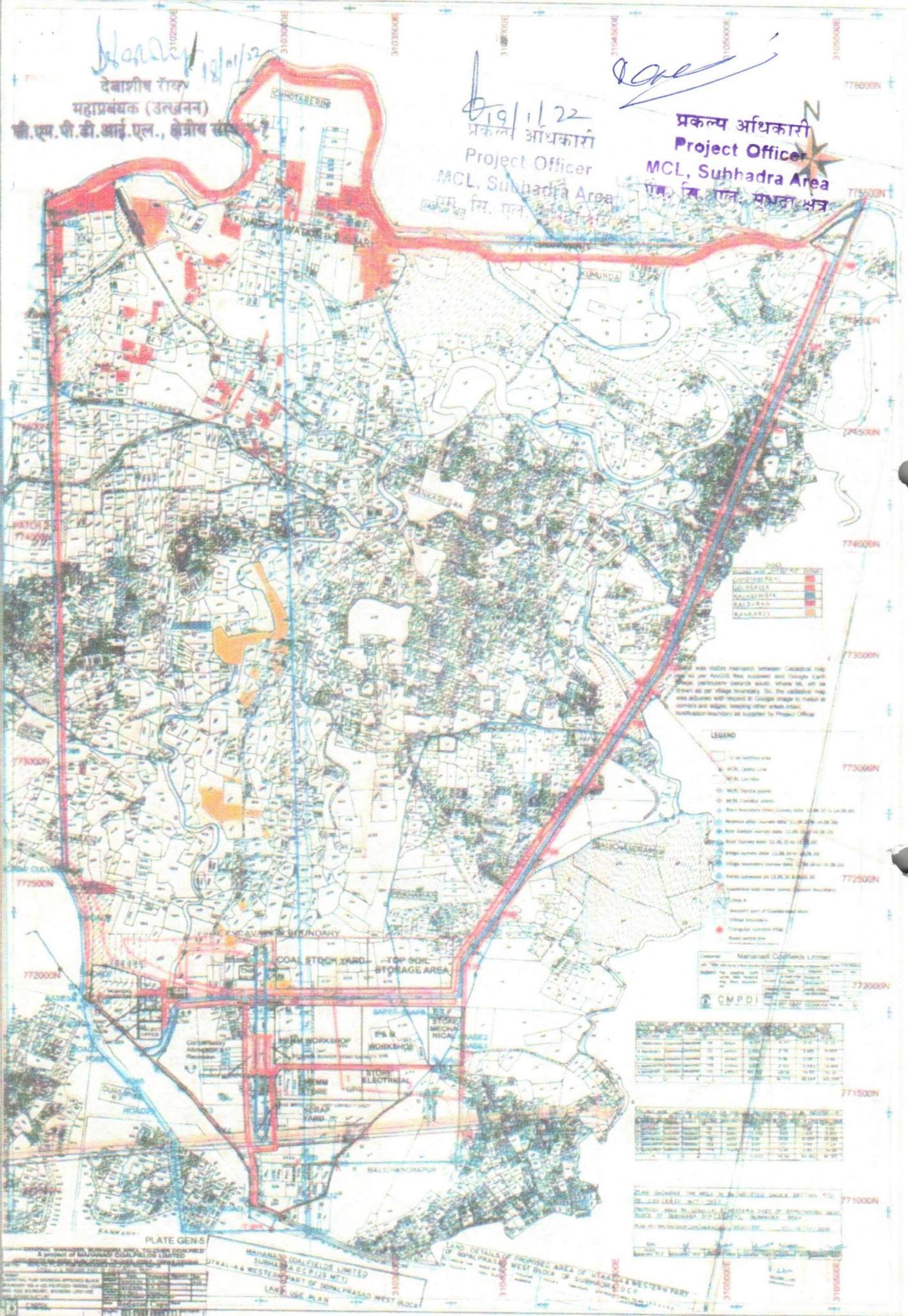
[Signature]
 प्रकल्प अधिकारी
 Project Officer
 MCL, Subhadra

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

देवाशीष रौय
महाप्रबंधक (उत्खनन)
जी.एम.पी.डी.आर्.एल., क्षेत्रीय कार्यालय

09/11/22
प्रकल्प अधिकारी
Project Officer
MCL, Suhadra Area
सि. एल.

प्रकल्प अधिकारी
Project Officer
MCL, Suhadra Area
सि. एल. मुम्बई क्षेत्र



Symbol	Description
[Red outline]	1:100000 Scale
[Blue outline]	1:50000 Scale
[Green outline]	1:25000 Scale
[Yellow outline]	1:12500 Scale
[Orange outline]	1:6250 Scale

LEGEND	
[Red line]	1:100000 Scale
[Blue line]	1:50000 Scale
[Green line]	1:25000 Scale
[Yellow line]	1:12500 Scale
[Orange line]	1:6250 Scale
[Red dot]	1:100000 Scale
[Blue dot]	1:50000 Scale
[Green dot]	1:25000 Scale
[Yellow dot]	1:12500 Scale
[Orange dot]	1:6250 Scale

Area	Area (Ha)	Area (Ac)	Area (Sq. Ft.)
1. Coal Stock Yard	100.00	24.71	2831685.00
2. Top Soil Storage Area	100.00	24.71	2831685.00
3. Hemm Workshop	100.00	24.71	2831685.00
4. Scrap Yard	100.00	24.71	2831685.00
5. Hemm Store	100.00	24.71	2831685.00
6. Scrap Yard	100.00	24.71	2831685.00
7. Hemm Store	100.00	24.71	2831685.00
8. Scrap Yard	100.00	24.71	2831685.00
9. Hemm Store	100.00	24.71	2831685.00
10. Scrap Yard	100.00	24.71	2831685.00

MAHARANI COALFIELDS LIMITED
SUNHADRA A.C.P. (P. 133 MT.)
SUNHADRA - A & WESTERN PART OF SUNHADRA WEST BLOCK
LAND USE PLAN

LAND DETAILS OF PROPOSED AREA OF SUNHADRA WEST BLOCK
WEST BLOCK OF SUNHADRA WEST PART