

**Government of India**  
**Ministry of Coal**  
**O/o the Nominated Authority**

World Trade Tower, New Delhi

Office of the nominated authority constituted under section 6 of the Coal Mines (Special Provisions) Act, 2015.

**Allotment order under clause (c) of sub-rule (2) of rule 7 and sub-rule (1) of rule 13**

In re: **Gare Palma Sector – III Coal Mine** (the “mine”) particulars of which is specified in **Annexure 1**

Order no.: 103/23/2015/NA

Date: September 14, 2015

In favour of: **Chhattisgarh State Power Generation Company Limited** incorporated in India under the Companies Act, 1956 with corporate identity number U40108CT2003SGC015821, whose registered office is at Vidyut Sewa Bhawan, Dangania, Raipur, Chhattisgarh – 492013, India (the “Allottee”).

For utilisation in: End Use Plant situated at Village Marwa-Tendubhata, Distt- Janjgir Champa, Chhattisgarh, as more particularly described below (the “End Use Plant”)

S. No.	Name of Specified End Use Plant	Address	Configuration	Capacity
1.	Marwa TPP	Village Marwa-Tendubhata, Distt- Janjgir Champa, Chhattisgarh	2 X 500 MW	1000 MW

\*MW stands for Mega Watt

WHEREAS, the nominated authority has, in accordance with the provisions the Coal Mines (Special Provisions) Act, 2015 (the “Act”) and the Coal Mines (Special Provisions) Rules 2014 (the “rules”) conducted the allotment of the relevant Schedule I coal mine;

AND WHEREAS the allottee is eligible to receive this allotment order with respect to the mine, including, inter-alia -

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





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

AND WHEREAS the allottee has furnished a performance bank guarantee dated April 25, 2015 for an amount equal to INR 1,10,20,00,000 (Indian Rupees One Hundred Ten Crore and Twenty Lakh) issued by State Bank of India in accordance with the allotment document and in accordance with the provisions of sub-section (6) and sub-section (12) of section 8 of the Act;

AND WHEREAS the allottee has entered into an Allotment Agreement dated March 30, 2015 (as amended) with the nominated authority in accordance with the provisions of sub-rule (5) of rule 13.

NOW, THE NOMINATED AUTHORITY DOES ORDER:

1. On and from September 14, 2015 ("allotment date") and in accordance with sub-section (4) of section 8 read with sub-section (12) section 8 of the Act, with respect to the mine, the following shall stand fully and absolutely transferred and vested in the allottee, namely: -
  - (a) all the rights, title and interest of the prior allottee in and over the land and mine infrastructure free from all encumbrances;
  - (b) entitlement to a mining lease to be granted by the State Government with the terms and conditions of the Allotment Agreement forming a part of it on making an application;
  - (c) all statutory licences, permits, permissions, approvals or consents as per rules, required to undertake coal mining operations in the mine, if already issued by the Central Government, to the prior allottee on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 2**;
  - (d) entitlement to any statutory licence, permit, permission, approval or consent required to undertake coal mining operations in the mine, if already issued by the Central Government, to the prior allottee on making an application on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 3**;
  - (e) entitlement to any statutory licence, permit, permission, approval or consent required to undertake coal mining operations in the mine, if already issued by the State Government, to the prior allottee on making an application on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 4**;
  - (f) rights appurtenant to the approved mining plan of the prior allottee;
  - (g) any subsisting contract in relation to coal mining operations, to which the prior allottee was a party and which is assumed, adopted and continued by the Allottee and listed in the **Annexure 5** shall stand novated (by virtue of a deemed consent from the relevant party(ies)), in accordance with the





provisions of sub-section (1) of section 11 of the Act in favour of the allottee for the residual term or residual performance of such contract;

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



*Nivak Bhargava*

(By the nominated authority)



## Annexures

### Annexure 1: Particulars of the mine

#### Part A – Description of the mine

Name of Coal Mine	Gare Palma Sector III
Latitude	22°10'26" N to 22°11'02" N
Longitude	83°27'50" E to 83°32'02" E
Coalfield	Mand Raigarh
Villages	Bajarmuda, Dholnara
District	Raigarh
State	Chhattisgarh



**Part B – Description of Land in relation to the mine**

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

Nil

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

Nature	Area (Hectares)
Government Land	-
Private Land	444.58
Forest Land	-





**Part C – Description of Mine Infrastructure in relation to the mine****C1- Mine Infrastructure: Immovable Assets**

Nil

**C2- Mine Infrastructure: Land for Compensatory Afforestation****Type of Land:** Freehold Land for Compensatory Afforestation

Nil

**Type of Land:** Leasehold Land for Compensatory Afforestation

Nature	Area (Hectares)
Government Land	400.00
Private Land	-
Forest Land	-

**C3- Mine Infrastructure: Resettlement and Rehabilitation Land****Type of Land:** Resettlement and Rehabilitation Freehold Land

Nil

**Type of Land:** Resettlement and Rehabilitation Leasehold Land

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





**Annexure 2: Particulars of statutory licences, permits, permissions, approvals or consents issued by the Central Government which are being transferred along with this Allotment Order.**

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	<b>Approval of Mining Plan</b> Mining Plan (January, 2010)	Ministry of Coal	No.13016/57/2009-CA-I	17.05.2010
2.	Mining Lease – Administrative Approval of the Central Government under Section 5 (1) and/ or Section 6 (1) of MMDR Act, 1957	Ministry of Coal	No.13016/57/2009-CA-I	31.05.2011





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

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Environment Clearance a) Original EC	Ministry of Environment and Forests	No. J-11015/168/2009-IA.II(M)	23.05.2013
	b) Revised EC		No. J-11015/168/2009-IA.II(M)	17.06.2014
2.	<b>Forest Clearance</b> — a) Stage 1 Forest Clearance	Ministry of Environment and Forests	F. No. 8-91/2010-FC	11.04.2011
	b) Stage 2 Forest Clearance		F. No. 8-91/2010-FC	16/17.09.2013
3.	Ground water clearance	Central Ground Water Authority, Ministry of Water Resources	No. 21-4(90)/NCCR/CGWA/2010-196	07.03.2011





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

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Land Ownership	State Government	Case No. 5/A-67/2010-11	23.08.2011
2.	Power Line – Sanction of temporary HT power supply to the extent of 300 KVA on 33 KV	Office of the Superintending Engineer (O&M) Circle, C.S. Power Distribution Limited: Raigarh	No. 11-30/03/HT/2384	09.11.2012
3.	<b>R&amp;R Plan</b> In-principle approval of R&R plan	Mineral Resource Department, Govt. of Chhattisgarh	F-7-11/2010/12	24.03.2011





**Annexure 5: Particulars of the contracts adopted by the Allottee.**

The Allottee does not intend to adopt and continue with any of the contracts of the Prior Allottee.

