

BY SPEED POST/EMAIL

No.13016/26/2004-CA-I/CA-III(Pt.)(Vol.II)

भारत सरकार

कोयला मंत्रालय

GOVERNMENT OF INDIA
MINISTRY OF COAL

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शासतरी भवन, नई दिल्ली, 03 अक्टूबर, 2016

Shastri Bhawan, New Delhi, the 3rd October, 2016.

⑫ Shastri
03/10/16
5:35 PM

To
Chairman and Managing Director,
NLC India Limited,
Block - 1, Neyveli - 607 801,
Cuddalore District (Tamil Nadu)

Subject:- Allotment of Pachwara-South coal block located in the State of Jharkhand to M/s. Neyveli Uttar Pradesh Power Ltd. (the "Block Allocatee") for end use power under Rule 4 of the 'Auction by Competitive Bidding of Coal Mines Rules, 2012'.

Sir,

I am directed to refer to this Ministry's letter No.13016/26/2004-CA-I (Pt.) dated 25-07-2013 and to say that the Competent Authority has approved allotment of Pachwara-South coal block located in the State of Jharkhand to M/s. Neyveli Uttar Pradesh Power Ltd. for generation of Power as per details indicated below:

Name of Coal Block	Location	Resource (Million Tonnes) (as per the regional exploration)	Allottee Company	End Use Plant Project considered vis-a-vis allocated reserves of Coal Block
Pachwara-South	Jharkhand	279	M/s. Neyveli Uttar Pradesh Power Ltd.	Ghatampur TPP, Ghatampur, Uttar Pradesh - 1980 MW

2. In accordance with Rule 7 of the 'Auction by Competitive Bidding of Coal Mines Rules, 2012' the Coal Block Allottee is required to enter into an agreement containing the terms and conditions of allotment namely, Coal Block Development and Production Agreement (CBDPA) with the Central Government. A copy of the model CBDPA containing the terms & conditions of allotment is enclosed. The date and time for signing the CBDPA shall be intimated in due course.

CCM/Gerboj
GM/MP
DCM/Pachwara South

CCM to CML Coal
follow up action.
06/10/2016

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3. The Block Allottee is required to provide to the Central Government, an irrevocable and unconditional guarantee (the "Performance Security") as will be prescribed in CBDPA, within 30 days from the date of signing of CBDPA.

4. Rule 4(6)(ii) of Auction by Competitive bidding of Coal Mines, Rules, 2012 mandates that every Allottee Company or Corporation shall comply with the following terms and conditions of allotment :

1. The Allocatee company shall utilize the coal for captive purpose only in the specified end use for which the area containing coal has been allocated and in case of washing, the middlings shall be utilized for captive power generation only with the approval of the Central Government or agency authorized by it in this behalf.
2. The Allocatee company shall be responsible for development of area containing coal as per the specified mile stones.
3. The Central Government or, as the case may be, the State Government shall institute a mechanism and regular physical inspections to ensure monitoring of development of the area containing coal as per specified milestones and submitting quarterly reports to the Central Government in the Ministry of Coal or an agency authorized by it, in addition to the monitoring or inspection by the Central Government.
4. The production of coal shall be as per the approved Mining Plan and the terms and conditions of the Mining Lease.
5. The Mining Lease shall be in the name of the allocatee company and shall remain with a Government Company and the formation of joint venture by the company with any private company shall not be permitted for development of areas containing coal allocated under this dispensation.
6. The allocatee company shall file an annual return regarding utilization of coal to the Coal Controller and the agency authorized by the Central Government or as the case may be, the State Government.
7. The allocate company shall submit the Bank Guarantee as may be specified by the Central Government in this behalf.
8. The reserve price shall be payable by the allocate company as specified in the allocation letter or the agreement and in case the reserve price is yet to be determined, the allocate company shall furnish an undertaking for paying the reserve price within the specified time, after the reserve price is determined by the Central Government, failing which the allocation shall stand cancelled.

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9. In case the mine is developed through Mine Developer and Operator, the selection of the Mine Developer and Operator shall be through a competitive bidding process and the allocate company shall inform the State Government about the engagement of the Mine Developer and Operator and the terms and conditions of such engagement, as soon as it is finalized.

10. The allocate company shall ensure that the criteria of bidding for engagement of Mine Developer and Operator is not linked to the notified price of the Coal India Limited.

11. The Mine Developer and Operator shall maintain all records as required to be maintained and shall provide such records for inspection by the allocate company, the State Government and the Central Government.

12. In case area containing coal is allocated for power generation, the allocate company shall utilize coal from the allocated area containing coal for the power plants owned by it for which Power Purchase Agreement had been signed on or before the 05th January 2011.

5. Further, in accordance with rule 4(6) (i) and (ii) of the 'Auction by Competitive Bidding of Coal Mines Amendment Rules, 2012' (Ministry of Coal Notification dated 27th December, 2012) the reserve price payable on actual production of coal and the upfront payment shall be payable by the allocatee company as specified in the allocation letter or the agreement and as the reserve price and upfront payment is yet to be determined, the allocatee company shall furnish an undertaking for paying the reserve price and upfront payment within the specified time (after the reserve price and upfront payment is determined by the Central Government), failing which the allocation shall stand cancelled.

6. You may collect Geological Report/Available Geological information/data from CMPDIL/GSI/MECL on payment basis.

7. Any violation of the above terms and conditions of allotment and as laid down in CBDPA, shall render the allotment liable for cancellation and resultantly, termination of the Coal Block Development and Production Agreement.

Yours faithfully,

(Rishan Ryntathieng)

Under Secretary to the Government of India
Tel. No.2307 3936

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Copy to:

1. Secretary, Ministry of Power, Shram Shakti Bhawan, New Delhi.
2. Chief Secretary, Government of Tamil Nadu, Chennai - 600 009.
3. Chief Secretary, Government of Uttar Pradesh, Lalbahadur Sastri Bhawan
Uttar Pradesh Secretariat, Lucknow.
4. Chairman, Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited, Shakti
Bhawan, 14-Ashok Marg, Lucknow-226001.
5. Chairman, Coal India Ltd., Coal Bhawan, Premise No-04 MAR, Plot No-
AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156
6. Office of the Coal Controller, 1, Council House Street, Kolkata-700 001.
7. Office of the Commissioner, Coal Mines Provident Fund Organization,
Police Line, Hirapur, Dhanbad-826001 (Jharkhand).
8. CMD, Central Mine Planning & Design Institute Ltd. (CMPDIL), Kanke
Road, Ranchi - 834031, Jharkhand.
9. Director General, Geological Survey of India, 27, J.L.Nehru Road Kolkata-
700016
10. CMD, Mineral Exploration Corporation Ltd., Dr. Babasaheb Ambedkar
Bhawan, Highland Drive Road, Seminary Hills, Nagpur, Maharashtra
440006.
11. CPAM Section
12. CPD Section
13. Guard File

(Rishan Ryntathiang)
Under Secretary to the Government of India

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