

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

Shastri Bhawan, New Delhi

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

Vesting order under clause (b) of sub-rule (2) of rule 7 and sub-rule (1) of rule 13

In re: **Brahampuri Coal Mine** (the "mine") particulars of which is specified in **Annexure I**

Order no.: NA-104/2/2019-NA

Date: February 10, 2020

In favour of: **Birla Corporation Limited**, incorporated in India under the Companies Act, 1956 with corporate identity number L01132WB1919PLC003334, whose registered office is at Birla Building, 9/1 R. N. Mukherjee Road, Kolkata - 700001, India (the "successful bidder")

For utilisation in: End Use Plants situated at Sector III, Madhav Nagar, Chanderia, 312021, Rajasthan, India and P.O. Birla Vikas, Satna, 485005, Madhya Pradesh, India, as more particularly described below (the "End Use Plant"):

S. No.	Name of Specified End Use Plant	Address	Configuration (TPA/MW)	Capacity (MTPA/MW)	Total Coal Entitlement (MT)
1	Cement Plant – Birla Cement Works, Chanderia	Sector – III, Madhav Nagar, Chanderia – 312021, Rajasthan	1 x 7,20,000 TPA	0.72 MTPA	4.02 MT
2	Cement Plant - Chanderia Cement Works, Chanderia	Sector – III, Madhav Nagar, Chanderia – 312021, Rajasthan	1 x 15,00,000 TPA	1.50 MTPA	8.37 MT
3	Cement Plant – New Chittor Cement Works, Chanderia	Sector – III, Madhav Nagar, Chanderia – 312021, Rajasthan	1 x 16,00,000 TPA	1.60 MTPA	8.94 MT
4	Cement Plant – Satna Cement Works	P.O.: Birla Vikas, Satna – 485005, Madhya Pradesh	1 x 34,00,000 TPA	3.40 MTPA	18.99 MT
5	Captive Power	Madhav Nagar, Chanderia,	1 x 27 MW	27 MW	4.34 MT

S. No.	Name of Specified End Use Plant	Address	Configuration (TPA/MW)	Capacity (MTPA/MW)	Total Coal Entitlement (MT)
	Plant	Chittorgarh, Rajasthan - 312021			
6	Captive Power Plant	P.O.: Birla Vikas, Satna – 485005, Madhya Pradesh	1 x 27 MW	27 MW	4.34 MT

MW: Mega Watt; MT: Million Tonne; MTPA: Million Tonne Per Annum; TPA: Tonne Per Annum

WHEREAS, the nominated authority has, in accordance with the provisions of the Coal Mines (Special Provisions) Act, 2015 (the "Act") and the Coal Mines (Special Provisions) Rules 2014 (the "Rules") conducted the auction of the mine;

AND WHEREAS the successful bidder is eligible to receive this vesting 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 successful bidder has furnished a performance bank guarantee dated January 13, 2020 for an amount equal to INR 14,89,53,600.00 (Indian Rupees Fourteen Crore Eighty Nine Lakh Fifty Three Thousand and Six Hundred) issued by UCO Bank in accordance with the tender document and in accordance with the provisions of sub-section (6) of section 8 of the Act and sub-rule (4) of rule 13 of the rules.

AND WHEREAS the successful bidder has entered into a Coal Mines Development and Production Agreement dated December 18, 2019 ("CMDPA") (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 February 10, 2020 ("vesting date") and in accordance with the provisions of sub-section (4) of section 8 of the Act, with respect to the mine, the following shall stand fully and absolutely transferred and vested in the successful bidder, 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 CMDPA 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 successful bidder 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 successful bidder for the residual term or residual performance of such contract;
2. The successful bidder 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 successful bidder shall be entitled to take possession of the mine as specified in **Annexure 1** without let or hindrance;
4. This vesting order is liable to be cancelled in accordance with the provisions of sub-rule (6) of rule 13.


.....

(By the nominated authority)



Annexures:

Annexure 1: Particulars of the mine

Part A – Description of the mine

Name of Coal Mine	Brahampuri
Latitude	22° 12' 26" N & 22° 13' 46" N
Longitude	78° 51' 18" E & 78° 52' 41" E
Coal Field	Pench-Kanhan Valley Coalfield
Villages	Bichhua Pathar, Sirgora, Kukur Munda, Chhinda, Sethia, Mandla
Tehsil/ Taluka	Parasia
District	Chhindwara



Part B – Description of Land in relation to the mine

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

S. No.	Village	Deed Number	Date of Registration	Area (Hectare)
-	-	-	-	-

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

Nature	Area (Hectares)
Government Land	-
Private Land	1.763
Forest Land	-



Part C – Description of Mine Infrastructure in relation to the mine

C1- Mine Infrastructure: Immovable Assets

S. No.	Head of Assets	Description (Nature of Assets)
-	-	-

C2- Mine Infrastructure: Land for Compensatory Afforestation

Type of Land: Freehold Land for Compensatory Afforestation

S. No.	Village	Deed Number	Date of Registration	Area (Hectare)
-	-	-	-	-

Type of Land: Leasehold Land for Compensatory Afforestation

Nature	Area (Hectares)
Government Land	-
Private Land	2.428
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 vesting order.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Approval of Mining Plan	Ministry of Coal	13016/63/2008-CA-1	23.04.2010



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

Not Applicable



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

Not Applicable



Annexure 5: Particulars of the contracts adopted by the successful bidder.

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

