

GOVERNMENT OF INDIA
MINISTRY OF COAL
OFFICE OF THE NOMINATED AUTHORITY
(Constituted under Section 6 of the Coal Mines (Special Provisions) Act, 2015)
Shastri Bhawan, New Delhi

VESTING ORDER

(under clause (b) of sub-rule (2) of rule 7 and sub-rule (1) of rule 13 of the Coal Mines (Special Provisions) Rules 2014 read with clause (b) of sub-section (3) of Section 6 and sub-section (3) of Section 8 of the Coal Mines (Special Provisions) Act, 2015)

In re: **Bhaskarpara Coal Mine** (the “mine”) particulars of which is specified in **Annexure 1**

Order no.: NA-104/5/2021-NA

Date: November 18, 2021

In favour of: **Prakash Industries Limited**, incorporated in India under the Companies Act, 1956 with corporate identity number L27109HR1980PLC010724, whose registered office is at 15 KM Stone Delhi Road Hissar, Haryana - 125044, India, India and principal place of business is at Srivan, Bijwasan, New Delhi, Delhi - 110061, India (the “successful bidder”)

For the purpose of: Sale of coal, including sale to Affiliates and related parties, utilisation of coal for any purpose including but not limited to captive consumption, Coal Gasification, Coal Liquefaction and export of coal.

WHEREAS, the nominated authority has, in accordance with 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 entered into a Coal Mine Development and Production Agreement dated September 23, 2021("CMDPA") (as amended) with the nominated authority in accordance with the provisions of sub-rule (5) of rule 13.

AND WHEREAS the successful bidder has furnished a performance bank guarantee dated October 21, 2021 for an amount equal to INR 1,39,79,09,402.19 (Indian Rupees One Hundred Thirty Nine Crore Seventy Nine Lakh Nine Thousand Four Hundred Two and Nineteen Paise) issued by IDBI Bank Ltd 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.

NOW, THE NOMINATED AUTHORITY DOES ORDER:

1. On and from November 18, 2021 ("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 prospecting license, mining lease or prospecting license-cum-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	Bhaskarpara
Coal Field	Jhilimili
Latitude	23° 21' 20" N to 23° 22' 42" N (Provisional)
Longitude	82° 45' 05" E to 82° 48' 09" E (Provisional)
Villages	Ammakhoka, Dallabahara
Tehsil/ Taluka	Surajpur
District	Surajpur
State	Chhattisgarh

Part B – Description of Land in relation to the mine

SI No	Village	Khasra No	Area (hectare)	Deed No.	Date of Registration
1	Baijanathpur	77	1.943		
	Baijanathpur	83	0.983		
	Baijanathpur	85	1.477		
	Baijanathpur	88	1.740		
	Baijanathpur	90	0.174		
	Baijanathpur	92	0.125		
	Baijanathpur	93	0.073		
	Baijanathpur	94	0.356		
	Baijanathpur	95	0.263		
	Baijanathpur	99	0.312		
	Baijanathpur	100	0.279		
	Baijanathpur	102	0.364		
	Baijanathpur	103	0.255		
	Baijanathpur	104	0.190		
	Baijanathpur	105	0.765		
	Baijanathpur	106	0.166		
	Baijanathpur	109	5.604		
	Baijanathpur	110	3.500		
	Baijanathpur	111	0.692		
	Baijanathpur	112	0.348		
	Baijanathpur	113	1.080		
	Baijanathpur	114	0.073		
	Baijanathpur	115	0.113		
	Baijanathpur	116	0.077		
	Baijanathpur	117	0.093		
	Baijanathpur	119	1.530		
	Baijanathpur	120	1.979		
	Baijanathpur	122	0.247		



Sl No	Village	Khasra No	Area (hectare)	Deed No.	Date of Registration
	Baijanathpur	132	1.327		
	Baijanathpur	145	2.833		
	Baijanathpur	146	1.975		
	Sub Total		30.936	314*	16-09-2010
2	Baijanathpur	127	0.559		
	Baijanathpur	129	1.052		
	Baijanathpur	133	0.773		
	Baijanathpur	135	1.704		
	Baijanathpur	141	1.044		
	Baijanathpur	144	0.802		
	Sub Total		5.934	315*	16-09-2010
3	Savani	659/2	5.240		
	Savani	660	1.820		
	Savani	668	2.650		
	Sub Total		9.710	469	25-09-2010
4	Savani	519	2.000		
	Savani	524	1.240		
	Savani	647	10.800		
	Savani	648	1.000		
	Savani	649	18.000		
	Savani	651	0.110		
	Savani	655Se	1.030		
	Savani	657	2.800		
	Savani	658	6.580		
	Sub Total		43.560	468	25-09-2010
5	Savani	469	3.010		
	Sub Total		3.010	483	28-09-2010
6	Savani	170	3.240		
	Sub Total		3.240	482	28-09-2010
7	Badsara	152	3.350		
	Badsara	220	1.370		
	Sub Total		4.720	1573	14-02-2011
8	Badsara	222	0.310		
	Badsara	223	1.900		
	Badsara	229	2.350		
	Badsara	150/2017	0.160		
	Sub Total		4.720	1574	14-02-2011
9	Baijanathpur	26/2	0.840		
	Baijanathpur	26/3	1.619		
	Baijanathpur	26/4	1.347		
	Baijanathpur	26/5	1.914		
	Baijanathpur	26/6	2.120		
	Baijanathpur	26/7	1.105		
	Baijanathpur	27/2	1.918		
	Baijanathpur	27/3	0.627		



SI No	Village	Khasra No	Area (hectare)	Deed No.	Date of Registration
	Baijanathpur	27/4	1.320		
	Baijanathpur	27/5	0.948		
	Baijanathpur	27/6	1.619		
	Baijanathpur	27/7	2.856		
	Baijanathpur	27/8	1.566		
	Baijanathpur	27/9	1.866		
	Baijanathpur	28/4	1.335		
	Baijanathpur	28/12	2.147		
	Baijanathpur	28/13	0.550		
	Baijanathpur	28/14	1.619		
	Baijanathpur	28/15	1.948		
	Baijanathpur	28/16	0.557		
	Baijanathpur	28/17	1.569		
	Baijanathpur	31/13	0.757		
	Baijanathpur	31/16	0.967		
	Baijanathpur	31/15	1.384		
	Baijanathpur	31/17	1.525		
	Baijanathpur	31/14	0.981		
	Sub Total		37.004	609	26-02-2011
10	Baijanathpur	31/10	0.770		
	Baijanathpur	60/8	0.113		
	Baijanathpur	60/5	0.656		
	Baijanathpur	54/7	0.798		
	Baijanathpur	54/8	0.658		
	Baijanathpur	54/10	2.043		
	Baijanathpur	60/4	1.824		
	Baijanathpur	71/1	0.845		
	Baijanathpur	71/5	0.728		
	Baijanathpur	71/6	0.672		
	Baijanathpur	71/3	0.672		
	Baijanathpur	74/1	1.289		
	Baijanathpur	74/10	1.720		
	Baijanathpur	74/11	1.280		
	Baijanathpur	75/1	0.519		
	Baijanathpur	76/5	2.800		
	Baijanathpur	82/1	0.834		
	Baijanathpur	84/1	1.568		
	Baijanathpur	84/12	1.544		
	Baijanathpur	89/1	0.546		
	Baijanathpur	101	0.628		
	Baijanathpur	128	1.513		
	Baijanathpur	136/1	1.918		
	Sub Total		25.938	608	26-02-2011
11	Baijanathpur	98	0.595		
	Baijanathpur	63	0.563		



SI No	Village	Khasra No	Area (hectare)	Deed No.	Date of Registration
	Baijanathpur	78	0.206		
	Sub Total		1.364	665	15-03-2011
12	Judwania	20	0.790		
	Judwania	26	1.200		
	Judwania	28	0.650		
	Judwania	29	0.250		
	Judwania	30	1.160		
	Judwania	36	1.460		
	Judwania	38	0.330		
	Judwania	40	0.180		
	Judwania	41	0.290		
	Judwania	42/1	26.110		
	Judwania	48	1.600		
	Sub Total		34.020	778	18-03-2011
13	Kanchi	29	1.019		
	Kanchi	69	1.011		
	Kanchi	112	0.142		
	Kanchi	114	0.049		
	Kanchi	180/2	0.607		
	Kanchi	217	0.567		
	Kanchi	218	0.235		
	Kanchi	219	0.806		
	Kanchi	247	0.518		
	Kanchi	254/1	0.364		
	Kanchi	255	0.397		
	Kanchi	267	0.134		
	Kanchi	285	1.323		
	Kanchi	307	0.295		
	Kanchi	359	0.567		
	Kanchi	360	0.316		
	Kanchi	364/2/500	0.567		
	Kanchi	366/1	1.821		
	Kanchi	369	0.821		
	Kanchi	370	0.150		
	Kanchi	382	0.129		
	Kanchi	408	1.149		
	Kanchi	411/2	0.405		
	Kanchi	419	0.308		
	Kanchi	422	0.332		
	Kanchi	434	0.219		
	Kanchi	445	0.275		
	Kanchi	454	0.061		
	Kanchi	461	0.081		
	Kanchi	467	0.109		
	Kanchi	493	0.073		



Sl No	Village	Khasra No	Area (hectare)	Deed No.	Date of Registration
	Kanchi	501	0.526		
	Kanchi	512	0.032		
	Kanchi	526	0.121		
	Kanchi	530	0.470		
	Kanchi	549	0.105		
	Kanchi	553	0.069		
	Kanchi	557/1	0.287		
	Kanchi	562	0.332		
	Kanchi	606/1	0.672		
	Sub Total		17.464	452	26-03-2011
14	Potali	170	1.310		
	Potali	171	0.770		
	Potali	177	4.040		
	Potali	182	0.310		
	Potali	184	0.220		
	Potali	185	0.160		
	Potali	186	6.540		
	Potali	187	2.200		
	Potali	198	0.550		
	Potali	199	1.740		
	Potali	200	1.120		
	Potali	202	1.100		
	Potali	292	0.320		
	Potali	293	0.940		
	Potali	294	0.210		
	Potali	341	0.420		
	Potali	385	1.280		
	Potali	386/1777	0.810		
	Sub Total		24.040		19-08-2013
15	Potali	127	2.260		
	Potali	128	1.470		
	Potali	129	17.730		
	Potali	132	1.710		
	Potali	133	0.230		
	Potali	134	0.410		
	Potali	136	0.380		
	Potali	137	0.160		
	Potali	143	1.420		
	Potali	148	0.280		
	Potali	152	4.200		
	Potali	157	5.260		
	Potali	160	13.250		
	Sub Total		48.760		19-08-2013
	Total		294.420		



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

S. No.	Location of the land (Village/ Taluka/District)	Deed Number	Date of Sale Deed execution / Registration	Area (Hectare)
1	Bajjnathpur/Batauli/ Sarguja	314	16/09/2010	30.936
2	Bajjnathpur/Batauli/ Sarguja	315	06/09/2010	5.934
3	Sawni /Balrampur / Balrampur- Ramanujganj	469	25/09/2010	9.71
4	Sawni /Balrampur / Balrampur- Ramanujganj	468	25/09/2010	43.56
5	Sawni /Balrampur / Balrampur- Ramanujganj	483	28/09/2010	3.01
6	Sawni /Balrampur / Balrampur- Ramanujganj	482	28/09/2010	3.24
7	Bajjnathpur/Batauli/Sarguja	609	26/02/2011	37.004
8	Bajjnathpur/Batauli/Sarguja	608	26/02/2011	25.938
9	Bajjnathpur/Batauli/Sarguja	665	15/03/2011	1.364
10	Judwania / Odagi / Surajpur	778	18/03/2011	34.02
11	Kaanchi /Manora / Jashpur	452	26/03/2012	17.464
12	Potali / Kuwakonda / Dantewara	47-5	19/08/2013	48.76
13	Potali / Kuwakonda / Dantewara	47-3	19/08/2013	24.04
	Total			284.98

Type of Land: Leasehold Land for Compensatory Afforestation

Nature	Area (Hectares)
Government Land	-
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 vesting order.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Approval of Mining Plan	Ministry of Coal	No. 13016/54/2008-CA-I	25.03.2010
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. 13016/54/2008-CA-I (Vol.III)	15.05.2012



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.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Grant of TOR before EC Subject: Bhaskarpara Opencast & Underground Coal Mine Project (1 MTPA in 920 ha) of M/s Bhaskarpara Coal Company Ltd., located in Tehsil Bhiyathan, District Surguja, Chattisgarh – Terms of Reference (TOR) – reg.	Ministry of Environment and Forests	J-11015/25/2010-IA.II(M)	09.04.2010
2.	Ground Water Clearance NoC for ground water withdrawal by M/s Bhaskarpara Coal Company Ltd, in respect of their proposed opencast and underground coal mining, at village Bhaskarpara, Tehsil Bhaiyathan, District Surguja, Chhattisgarh – reg.	Ministry of Water Resources – Central Ground Water Authority	No.21-4 (77)/NCCR/CGWA/2010-2171	03.08.2010
3.	Railway Siding Approval – In principle approval	South East Central Railway	No. Optg/ SECR/ Plg/ BCCL-KTO/32	27.07.2010



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.

