

**HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)
(A HARYANA GOVERNMENT UNDERTAKING)**



COAL MINING AGREEMENT

FOR

SELECTION OF MINE DEVELOPER AND OPERATOR (MDO)

**FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF
KALYANPUR-BADALPARA COAL BLOCK (3 MTPA) DUMKA DISTRICT OF JHARKHAND STATE**

(Volume 2 of 2)

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PART-I
PRELIMINARY

COAL MINING AGREEMENT

THIS AGREEMENT is entered into on {the.....day of 20...}

BETWEEN

The Haryana Power Generation Corporation Limited having its corporate office at Urja Bhawan, Panchkula, Haryana. (hereinafter referred to as the "Owner/HPGCL/Principal Employer", which expressions shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part;

AND

{****} Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at {****}, (hereinafter referred to as the "Mine Developer and Operator", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of Other Part.

WHEREAS (RECITALS):

- (A) HPGCL had resolved to procure Coal through a contract for, inter alia, exploration, planning, development and operation of the mine [Kalyanpur Badalpara Coal Block] (the "Mine") in accordance with the terms and conditions set forth in this Agreement (the "Agreement").
- (B) HPGCL had accordingly invited Bids from prospective Bidders by its Tender No. [****] (the "Tender") that prescribed the technical and commercial terms and conditions for selection of the successful Bidder.
- (C) {After reevaluation of the Bids received and consequent Price Negotiation, HPGCL had accepted the Bid of the {the selected Bidder/ Consortium comprising {**} and {****} (collectively the "Consortium")} with {****} as its lead member (the "Lead Member")} and issued its Letter of Award No. **** dated ****- (the "Letter of Award" or "LOA") to the {selected Bidder/ Consortium} requiring, inter alia, the execution of this Agreement within [30 (thirty) days] of the date of issue thereof}.
- (D) {The selected Bidder/ Consortium} has since promoted and incorporated the Mine Operator, being {****} as a company limited by shares under the Companies Act 2013, and has requested the Authority to accept the Mine Developer and Operator as the entity which shall undertake and perform the obligations and exercise the rights of the {selected Bidder/ Consortium} under the LOA,} including the obligation to enter into this Agreement pursuant to the LOA for undertaking the Project.
- (E) {By its letter dated {****}, the Mine Developer and Operator has also joined in the said request of the selected Bidder/ Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected Bidder/ Consortium including the obligation to enter into this Agreement pursuant to the LOA. The Mine Operator has further represented to the effect that it has been promoted by the selected Bidder/ Consortium for the purposes hereof}.

(F) HPGCL {has agreed to the said request of the selected Bidder/ Consortium and the Mine Developer and Operator, and has} accordingly agreed to enter into this Agreement with the Mine Developer and Operator for development of the Mines, and for mining of Coal and Delivery thereof, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective Covenants and Agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as per the Articles, and Schedules as stated below and as detailed in the following pages of this Agreement:

ARTICLE-1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 53) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 53) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a) references to Applicable Laws or any provision thereof shall include amendment or re-enactment or consolidation of such Applicable Laws or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, byelaws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) reference to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, Government, State or agency of a State or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;
- f) references to **"construction"** or **"building"** include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, Delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and **"construct"** or **"build"** shall be construed accordingly;
- g) reference to **"exploration"** or **"detailed exploration"** **"detailed exploration operations"** included detailed three-dimensional delineation of a known deposit achieved through close spaced sampling, pitting, trenching and drilling etc. in a grid, including analysis of outcrops, trenches, boreholes, shafts and tunnels, so that the size, shape, structure, grade of the deposit are established with a high degree of accuracy, drilling, geophysical logging and analysis etc. with preparation of Geological Report in accordance with modified Indian Standard Procedure for Coal Resource estimation, 20

17 or as per Indian Standard Procedure set by the Coal Council of India as amended from time to time, or any other subsequent guidelines issued by the Government for exploration and/or Coal resource estimation in coal block and includes intensive ground geological, geophysical, geochemical, close space drilling, sampling and deposit modeling to establish the continuity, orientation and geometry of coal seams, prepare detailed seam profiles, make confident assessment of coal tonnage and quality potentiality amenable to exploitation and determine the likely mining method.

- h) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto including, but not limited to construction of mine infrastructure, such as formation of access trench, box cut, main/trunk roadway, transport network for coal, men and material supply, storage of coal, electricity power supply network, water distribution network, water drainage and pumping network, mine illumination, backfilling, arrangement or any other infrastructure facilities (including statutory infrastructure, Fixed Infrastructure, Project Facilities), as required, assisting in Land Acquisition, R&R, obtaining all Approvals and permissions for opening the Mine along with the procurement, supply, erection/ installation and commissioning of the Equipment/items, all matters in connection therewith or incidental to facilitate Operation and Maintenance of the mines for excavation and Delivery of Coal, at Delivery Point and "**develop**" shall be construed accordingly;
- i) references to "**operation and maintenance**" include, unless the context otherwise requires, operation and maintenance of all development, construction, accesses, machineries, services and facilities of the Mines at surface and below ground, obtaining all Approvals and permissions for operating the Mine all matters connected therewith or incidental to the operation and maintenance for excavation and Delivery of Coal, and "**operate and maintain**" shall be construed accordingly;
- j) references to "**excavation**" include, unless the context otherwise requires, cutting, drilling and blasting, scooping or digging out a part of solid mass comprising earth, rocks, coal and other materials with the objective of segregating coal & other useful minerals from earth, rocks and other materials for lifting and transportation thereof to the Coal Depot, **Delivery Point or designated dumpsites/Coal Stockyard(s)** as the case may be and "**excavate**" shall be construed accordingly;
- k) any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST);
- l) any reference to "**hour**" shall mean a period of 60 (sixty) minutes;
- m) any reference to "**day**" shall mean a reference to a calendar day;
- n) references to a "**Business Day**" shall be construed as a reference to a day other than a Sunday / Saturday / Public holiday as declared by the HPGCL.
- o) any reference to "**month**" shall mean a reference to a calendar month as per the Gregorian calendar;
- p) any reference to "**quarter**" shall mean a reference to the period of three months commencing from April 1, July 1, October 1, and January 1, as the case may be;
- q) references to any date, period or Project Milestone shall mean and include

such date, period or Project Milestone as may be extended pursuant to this Agreement;

- r) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates: provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day;
- s) the words importing singular shall include plural and vice versa;
- t) references to any genders shall include the other and the neutral gender;
- u) "kWh" shall mean kilowatt hour and "kcal" shall mean kilocalories;
- v) "lakh" shall mean a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- w) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- x) references to the "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including these seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection and relief of debtors;
- y) save and except as otherwise provided in this Agreement, any reference, at any time, to any Agreement, deed, instrument, license or Document of any description shall be construed as reference to that Agreement, deed, instrument, license or other Document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause w) shall not operate so as to increase liabilities or obligations of HPGCL hereunder or pursuant thereto in any manner whatsoever;
- z) any Agreement, consent, Approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized Representative of such Party in this behalf and not otherwise;
- aa) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- bb) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of, or to, this Agreement, references to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;
- cc) the Damages payable by either Party to the other, as set forth in this Agreement, whether

on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and

- dd) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- ee) in the event of any disagreement or Dispute between the Mine Developer and Operator and the HPGCL regarding the materiality or reasonableness of any matter including any event, occurrence, circumstance, change, fact, information, Document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the HPGCL as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Mine Developer and Operator; and
- ff) where any statement in this Agreement is qualified by the expression "to the knowledge" or "to the best of the knowledge or information or belief" or any similar expression, that statement shall, save as expressly provided to the contrary herein, be deemed to mean that it has been made after due and careful inquiry by the person making such statement.

1.2.1 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Mine Developer and Operator to HPGCL, the same shall be provided free of cost and in three hard copies and editable soft copies, and if HPGCL is required to return any such Documentation with their comments and/or Approval, they shall be entitled to retain two hard copies thereof.

1.2.2 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and for these purposes the eGeneral Clauses Act, 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the Drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places, if required.

1.4 Contract Documents

1.4.1 The following Documents shall constitute the Agreement between the HPGCL and the MDO, and each shall be read and construed as an integral part of the Agreement:

1. Any mutual Agreement made after signing of this contract
2. This Contract Agreement
3. Letter of Award (LOA)
4. Post Bid MOM up to award and records of negotiation meeting after the Bid (if any)
5. All correspondence exchanged prior to Letter of Award. Correspondence at a later date shall prevail over the earlier correspondence.
6. Minutes of Meetings and Techno-Commercial Discussions

Tender Specification

- (a) Notice Inviting Bid (NIB)
- (b) Instructions to Bidders
- (c) Coal Mining Agreement
- (d) Errata/ Corrigenda/ Addendum / Clarifications published, if any
- (e) All other Agreements and Documents forming part thereof or referred to herein. The Agreement at (c) above shall prevail over the above Agreements and Documents

7. MDO's Techno-Commercial Offer and Price offer / Negotiated price offer.

1.4.2 Also, the following Documents shall form part of this Agreement between HPGCL and MDO:

1. Allotment Order & its corrigendum(s)/ amendment(s), Allotment Agreement & its corrigendum(s)/ amendment(s) of Kalyanpur Badalpara coal block.
2. Available Regional Exploration / Geological information / data from CMPDIL / GSI / MECL / Detailed Geological Reports /, Approved DGPS survey reports.
3. EIA/EMP study report, Hydro-geological investigation report, Geotechnical investigation report, Environment Clearance, Stage-I & II Forest clearance, CTE, CTO, Mine Opening permission, all other permissions/ clearances obtained, Report on land diversion study
4. Approved Mining Plan(s) including Mine Closure Plan(s).
5. SIA Study Report
6. Notifications under CBA (A&D) Act 1957 / RFCT (LARR) 2013 and any other statutory act applicable to Kalyanpur Badalpara Coal Block (KBCB).
7. Approved R&R Plan as per the approved R&R Policy of State / Central Govt.
8. Detailed Project Report(s) of the Mine and Railway Siding(s) prepared by MDO.
9. Any studies/reports/Approvals

1.5 Priority of Agreements, clauses and schedules

All Documents forming part of the Agreement (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Agreement shall be read as a whole. However, in case of any ambiguity or conflict or discrepancies between the Documents listed above at Clause 1.4.1, the order of precedence shall be the order in which the Documents are listed in Clause 1.4.1.

Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) Between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

- (c) Between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) Between the dimensions scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) Between any value written in numerals and that in words, the latter shall prevail.

PART-II
SCOPE OF THEPROJECT

ARTICLE-2
SCOPE OF THE PROJECT

2.1 Scope of the Project

The Scope of the Project (the "Scope of the Project") shall mean and include, during the Contract Period:

“The MDO shall Finance (unless stated otherwise in this Agreement), Explore, Plan, Develop, Operate, Manage and Maintain the Mines including pre-project activities (Phase-I Activities), assisting in Land Acquisition activities, assisting in Rehabilitation & Resettlement (R&R) activities, construction & diversion of public roads, diversion of Nalas, Project Facilities, Mine development & operation, the fixed infra-structure facilities, Progressive & Final Mine Closure activities. The MDO shall operate and maintain the HPGCL infrastructures of Railways siding, Coal Handling Plant (CHP) and Main Receiving Substation (MRSS) also (Phase-II Activities).”

A-Phase-I Activities:

- i. Obtaining/ procure the issuance of notification under Sec 4(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957, for exploration, in relation to the Site and/or Applicable permits for Prospecting / Composite license under applicable Laws.
- ii. Carrying out Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating
 - a) block boundary, erecting boundary pillars and Site & topographic Survey including contouring;
 - b) all type of Forest land/ non forest land in the coal block area, verification as per statute and preparation of land schedules and forest maps for clearance and pillarings as per requirement of Forest department/HPGCL;
 - c) Identification and demarcation of compensatory afforestation (CA) land and pillarings as per statute.
- iii. Carrying out Detailed Exploration Operation & Drilling of 15,000m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/MoC/any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area. (if applicable)
- iv. Carrying out Geotechnical investigation, Slope Stability Study, Hydrogeological Investigation study and pumping test for obtaining aquifer parameters & make of water of the Mine and Preparation of reports thereof.
- v. Preparation of Mining Plan & Mine closure plan (including revision thereof, and periodical submission) as per the guidelines of MoC and obtaining Approval.
- vi. MDO shall prepare a Detailed Project Report (DPR) for Kalyanpur Badalpara Coal Block. The DPR shall be prepared in accordance with the provisions of the approved Mining Plan. The MDO shall follow applicable standards and the best industry practices while preparing the Detailed Project Report. Before finalizing the DPR, two copies of the draft DPR shall be submitted by

the MDO to the HPGCL for its vetting. HPGCL shall appoint a Third Party Agency for Vetting of DPR. The comments/ suggestions made on the DPR shall be incorporated in the final DPR by the MDO for its finalization and approval thereof subject to mutual discussions with HPGCL authorities. Charges for vetting of the DPR by the Third Party Agency shall be borne by the HPGCL.

- vii. Any other work for Phase-I Activities (as required by HPGCL).

Note:

- a. The Charges towards Phase-I Activities shall remain firm and shall not be revised to reflect the variation in Price Index. The payment will be made in stages on completion of each respective milestones for the activity. The details of apportioning and payment in Phases are detailed with milestone for each activity in Cl. 36.1 of CMA (this Agreement).
- b. After completion of Phase-I Activities, subject to Approval of feasibility of the coal block by HPGCL, commitment for Phase-II Activities shall be made by HPGCL. In case, the Kalyanpur Badalpara coal block is not feasible, HPGCL reserves the right to foreclose/terminate the Agreement without forfeiture of the Performance Security and additional Performance Guarantee, if any, deposited by MDO with HPGCL. The payments shall be made to the extent of work done in Phase-I as per Cl. 36.1 after deducting the payment made for the milestones of each activity of Phase-I and the MDO & its Contractor shall not claim any further compensation.
- c. Similarly, after completion of Phase-I Activities, subject to Approval of feasibility of the coal block by HPGCL if it is assessed by the Mine Developer and Operator that the Project is not viable for the Mine Developer and Operator with the Mining Charge to be received, the Mine Developer and Operator may foreclose/terminate the Agreement without forfeiture of the Performance Security and additional Performance Guarantee, if any, deposited with HPGCL. The payments shall be made to the extent of work done in Phase-I as per Cl. 36.1 after deducting the payment made for the milestones of each activity of Phase-I and the MDO shall not claim any further compensation.
- d. In either case, the reports submitted to HPGCL by the Mine Developer and Operator for the Phase-I Activities and any other additional reports prepared as required by the Statutory Authorities shall be the property of HPGCL.
- e. The provision to foreclose/terminate the Agreement for either Party shall be valid only for the duration of 60 (sixty) days from the date of submission of approved Mining Plan or Detailed Project Report whichever is later. If neither Party exercises its right to foreclose/terminate the Agreement within the stipulated time period of 60 (sixty) days, this Agreement shall continue to be in full force and effect.

B-Phase-II Activities:

- viii. The Scope of work given below includes all incidental works and expenses required for;
- a. Obtaining Mining lease and surface rights for excavation of coal in favour of HPGCL.
 - b. Carrying out Socio-Economic Impact Assessment (SIA) study, Land use pattern study & EIA/EMP study, preparation of Reports thereof, conducting Public hearing(s), appraising EAC and carrying out all incidental works for obtaining Environment clearance(EC)
 - c. Pre Developmental Clearances such as Forestry Stage-I and Stage-II Clearances (FC) (including identification and Acquisition of Land/degraded forest land for compensatory afforestation), Environmental Clearance, Notifications under CBA (A&D) Act 1957, NOC from Central Ground Water Authority, NOC for using ground water and surface water including mines seepage water, Treefelling permission, permission from PESO for HSD storage, permission from PESO/any other Govt. Authority/organization for storage and use of explosives, Approval from Ministry of Tribal Affairs, hazardous waste authorization(HWA) and other Approvals from State Pollution Control Board (SPCB), Airport Authority of India Clearance and any other clearances/Approvals/permissions etc., complete required for commissioning of mine shall be obtained by MDO at its own cost and expenditure. HPGCL as the Principal Owner of the mine shall bear the Documented Cost of Acquisition of Land only and shall extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavor basis. The detailed Scope of work shall be as described in Schedule-T of CMA.
 - d. MDO shall prepare a time-bound Action Plan for commencement of Coal production and attainment of the peak rated capacity in the shortest possible time. It shall promptly obtain all required Approvals/ Applicable Permits from various Central and State Government Authorities, including but not limited to Ministry of Coal, Ministry of Environment, Forest & Climate Change, Directorate General of Mines Safety, Coal Controller Organization (CCO), Regional Controller of Explosives, PESO, Central Ground Water Authority, State Pollution Control Board, District Administration, Railway Authorities, Electrical Authorities and such other agencies whose Approvals are mandatory for Mine development and operation; HPGCL will only submit the required applications and the responsibility to get all clearances and payment of license fees/application fee etc. shall be borne by MDO.
 - e. Assisting in obtaining exemption under Contract Labour (Regulation & Abolition) Act, 1970 for HPGCL. The MDO shall obtain License under the Contract Labour (Regulation & Abolition) Act, 1970 and exemption if any required;
 - f. Obtaining license for storage and use of Diesel from Ministry of Petroleum and Natural Gas/Petroleum and Explosives Safety Organization (PESO) ;
 - g. development of the mines (prior to coal production start date, box cut and creation of mine entry) including tree cutting, clearing of bushes, forward area preparation and other preparatory works incidental for

- ommencing excavation;
- h. mobilization of men, machinery, creation of other infrastructure required for commencement of mining;
 - i. successful operation of mine, Delivery of coal and other minerals including progressive and Final Mine Closure activities.
- ix. Obtain, comply with, ensure with all Applicable Permits, Approvals, statutory obligations, conditions imposed thereof and Applicable Laws, Mines Act 1952, Coal Mines Regulations, Contract Labour (Regulation & Abolition) Act 1970, , HPC wages as per Ministry of Coal /CIL, Coal Mines Provident Fund Act 1948, Ministry of Coal, Ministry of Environment, Forest & Climate Change, Directorate General of Mines Safety, Coal Controller Organization, Regional Controller of Explosives, PESO, Central Ground Water Authority, State Pollution Control Board, District Administration, Railway Authorities, Electrical Authorities and such other agencies etc., required for development, Operation and Maintenance of Mines.
 - x. Obtain Consent to Establish (CTE), Consent to Operate (CTO), Permission for opening of Mine from DGMS, Coal Controller Organization (CCO) and any other permissions/clearances required from various statutory Authorities for operation of mine at MDO's own cost.
 - xi. The MDO shall undertake, Facilitate, assist HPGCL and co-ordinate on behalf of HPGCL with other statutory Authorities, in various activities of Land Acquisition, Obtaining physical possession of land (within and outside the mine lease boundary) required for the entire coal mine area, external OB dump, Railway Siding, CHP & Silo, approach road, coal transportation road, R&R Colony, diversion and construction of roads, HPGCL's Residential Complex & Colony/ Office, compensatory afforestation and land required for any other infrastructures as directed by HPGCL. The documented cost of above land acquired [all type of land like Government land, Forest land (including Net Present Value & Compensatory Afforestation of such land) , Tenancy land, land occupied by squatters or encroachers, land for R&R Colony etc.] shall be borne by HPGCL. The title of the land shall vest with HPGCL. The detailed Scope of work for Land Acquisition shall be as described in Schedule -T of CMA.
 - xii. MDO shall prepare R&R Plan in consultation with HPGCL. The MDO shall obtain Approval of the R&R Plan from concerned Govt. Authorities on behalf of HPGCL. The MDO shall be responsible for Rehabilitation and Resettlement (R&R) of the PAFs/ PAPs as per the approved R & R Plan. Cost of compensation as per the approved R&R Plan (except employment of PAFs) shall be paid directly by HPGCL to the PAFs/PAPs. MDO on behalf of HPGCL, shall construct the R&R colony for PAFs/PAPs, the cost of which shall be reimbursed in stages to the MDO by HPGCL upon certification by Independent Engineer. The detailed Scope of work shall be as per Schedule-T of CMA.
 - xiii. The MDO is obligated for employment of PAFs/PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand as per requirement for operation of the mine. The expenses for the same shall be borne by the MDO.
 - xiv. The MDO shall design, develop and maintain the mine including infrastructure on the Site specified in Schedule-A of the CMA, in accordance with the provisions and conforming to the Specifications and Standards and as per

the approved Mining Plan and guidelines issued by Mine In-charge.

- xv. HPGCL as Principal Owner of the mine will extend all necessary support to MDO in obtaining these Applicable Permits/ clearances/ Approvals on best endeavour basis.
- xvi. Mining of ROM coal preferably by blast free technology and as per approved Mining plan, handling & stocking of coal at Coal Depot(s)/ stockyard(s), stockpiling and Deliver the coal at Delivery Point as directed by the Mine In-charge. If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System (if required with crushing) to convey the coal from Mine pit to the Coal Depot(s)/ stockyard(s). In such case of continuous conveyor system, suitable online weighing system shall be installed. The expenses for these activities shall be borne by the MDO. The Mining charge will be paid for the quantity of coal delivered at Delivery Point and will be reconciled with the coal dispatched from the Mine site. The MDO is responsible for the security of coal stocked at the Coal Depot(s)/ stockyard(s) and at the Railway Siding(s) until Delivery of the Coal.
- xvii. Drilling for blasting in OB, carrying out blasting, Excavation of OB and transportation to OB dumping locations as per the Approved Mining Plan and instructions of the Mine In-charge. The deployment of mining Equipment, ancillary & support Equipment in the mines shall be as per approved Mining Plan. If the approved Mining Plan warrants, MDO shall adopt In-Pit Crushing & Conveying System to convey the OB from Mine pit to the designated dump yards.
- xviii. The MDO shall at all times own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal. The Mining Equipment and HEMM deployed shall conform with the provisions/ Specifications of the approved Mining Plan(s).
- xix. The cost of construction, Operation and Maintenance (O&M) cost, power cost, all spares and consumables as well as capital replacement for the In-Pit Crushing and Conveying System for both OB & Coal (if warranted by the approved Mining Plan) shall be included in the Base Mining Charge.
- xx. Explosives are to be procured/ arranged by the MDO, at its own cost & expenses, for blasting in mines. The storage facility/ magazine (if required) shall be constructed by the MDO at designated place. HPGCL (as the principal Owner) will assist the MDO for obtaining the necessary licenses/ Approvals required for construction of magazine, procuring the explosives and accessories. The detailed operation of procurement of explosive and blasting shall be as described in Schedule-T of the CMA
- xxi. The MDO shall design, procure, construct, commission, operate & maintain all related infrastructure facilities as per the Approved Mining Plan, like coal transportation roads, approach road, Haul Road, culverts, bridges, plant & Equipment, workshop, industrial & drinking water supply facilities including water treatment plant, effluent treatment plant, reverse osmosis plant, diesel dispensing units, lubricant pumping arrangement etc. Provided that only Documented Cost of Construction/ Widening and strengthening of coal transportation road for surface transportation of coal through roads from Coal Stock yard(s) upto

permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding will be reimbursed to MDO by HPGCL after due certification by Independent Engineer.

- xxii. HPGCL will make necessary arrangement for drawing power from DISCOM/ nearest available State Electricity Board (SEB)/ Concerned Authority up to the Coal Mine i.e. Main Receiving Substation (MRS) to enable the MDO to draw power on chargeable basis to meet the electrical power requirement of the services & facilities under MDO's Scope. MDO shall develop, construct and constantly maintain the power distribution arrangement (including reticulation) from Main Receiving Substation of HPGCL for entire mine inter alia including infrastructure facilities and mining operation at its own cost. The MDO shall pay for the power consumed at rates and on terms no less favorable to the MDO than those generally available to commercial customers receiving substantially equivalent services. The MDO shall operate and maintain the HPGCL infrastructure of Main Receiving Substation (MRSS) upon commissioning of the MRS by HPGCL.
- xxiii. MDO shall be responsible for arranging alternate/ Backup power arrangement for meeting the emergency requirements like Pumping, Illumination, any other requirements for uninterrupted operation of the mine. Operation and Maintenance of such arrangement including diesel and any capital replacement is under the Scope of MDO. No claim on HPGCL is admissible in case of non-availability of power from the grid or Backup arrangement.
- xxiv. Pumping and drainage of Mine water (ground water & storm water), design and construction of embankment/ flood protection bund around water bodies/ diverted water bodies/ nalas/ streams as per Hydro-geological investigation report, Nala diversion study and Mining plan(s). MDO shall obtain Approvals from the respective Govt. Authorities for carrying out the above works as well as for consuming water in the Mine at its own cost.
- xxv. The MDO shall undertake diversion of nalas/ streams/ any other water Bodies in the coal block area as per EIA-EMP report approved by MoEF & CC/ approved nala diversion study report/ Mining plan/ as directed by HPGCL.
- xxvi. Construction of Civil and other related infrastructure facilities (including statutory mine facilities, industrial as well as residential & non-residential buildings for MDO), fire-fighting arrangement, and any other Mine & associated infrastructure construction for successful operation of Mine. Land required for the construction of the Residential Buildings of the MDO shall be acquired at MDO's own cost and Residential Buildings shall not be constructed in the mine Site. Further, MDO shall initially construct, develop, operate and maintain the Civil and other related infrastructure facilities including Residential, Guest house, Admin building of HPGCL for their employees in the Mine site. HPGCL shall reimburse the Documented cost of such construction of HPGCL buildings in stages to MDO after due certification by Independent Engineer. Other O&M cost shall be borne by MDO at its own cost & expenses.
- xxvii. The MDO, at its own cost, procure diesel, petrol, lubricants for the mining. Further the MDO shall set up and maintain petrol/ diesel oil, lubricant

storage facility with Approval from PESO/Statutory Authorities. The MDO shall maintain sufficient stock of the above items for uninterrupted operation of mining.

xxviii. The MDO shall be responsible for the security of the Mine premises and take all measures for prevention of theft of any material including Coal, explosives, diesel, petrol etc. from the Mine and in transit up to the Delivery Point.

xxix. CHP, Railway Siding: MDO on behalf of HPGCL shall design, construct the Coal handling system, MRSS, Silo and Rapid Loading System (RLS), permanent Railway Siding near the block/Temporary Railway Siding / improvements at Harinsingh Railway Siding and all the Documented Costs incurred by the MDO shall be reimbursed by the HPGCL in stages after due certification by Independent Engineer. MDO shall design, construct and locate the Coal Depot(s)/stockyard(s) with the Approval of the HPGCL so as to fulfill the design requirements of the CHP at its own cost. The MDO shall operate and maintain the above HPGCL infrastructure of CHP, MRSS, Railway Siding(s) upon commissioning at its own cost.

Provided that Documented Cost so incurred by the MDO shall be reimbursed by HPGCL in stages after due certification by Independent Engineer appointed by HPGCL subject to the upper capping of (a) Capital Cost of Coal handling system, MRSS, Silo, Rapid Loading System (RLS) etc, (if warranted by approved Mining Plan) in the duly vetted / approved DPR for reimbursement of respective payments and (b) Capital cost for design and construction of Permanent Railway Siding near the block (ex-mine railway siding), the cost so incurred by the MDO shall be reimbursed in stages by HPGCL subject to the Upper Capping / Benchmarking per the approved DPR of Railway consultant. The Cost of preparation of DPR for Railway Siding shall be borne by MDO.

xxx. Haulage and Loading: The MDO shall load, convey the coal through conveyor system from Coal Depot to loading Silo and loading into the Wagons at the designated Railway Siding near Kalyanpur Badalpara Mine Site by utilizing the CHP, Silo and related facilities. If the approved Mining Plan warrants, MDO shall adopt In-Pit Crushing and Conveying System to convey the coal from Mine pit to the Coal Depot.

xxxi. HPGCL shall be responsible for indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL well in advance and will follow-up with railways for early allocation of rakes.

Penalties on account of under-loading, over-loading and demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO.

Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.

xxxii. The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of MDO including, In-Pit

Crushing and Conveying System, CHP, Railway Siding(s), MRSS and including arrangement for receiving coal at the Coal Depot(s)/ stockyard(s) shall be carried out by MDO as per the provisions of CMA.

- xxxiii. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding/ Harisingh Railway Siding the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways
- xxxiv. The MDO shall be responsible for receiving coal at coal stockyard, conveying, loading in to the Silo, loading in to the wagons as per the provisions of Coal Mining Agreement. Loading of coal into Railway Wagon from the Wharf Wall loading platform shall be acceptable mechanical means whenever warranted at permanent Railway Siding near the block/ Temporary Railway Siding / Harisingh Railway Siding/ the nearest Railway Siding identified by the HPGCL.
- xxxv. The MDO shall undertake the shifting of power lines/cables, water pipes and telephone lines/cables and any other utilities which causes obstruction for mine operation. The cost of such diversion/ shifting shall be borne by MDO.
- xxxvi. The MDO shall perform all activities related to Progressive (Concurrent) Mine Closure (PMC), Final Mine Closure (FMC), physical and biological reclamation including re-handling of OB (if any) as per the approved Mining plan, Mine Closure Plan and final EC or directives of Mine in-charge/ HPGCL
- xxxvii. Operation and maintenance of mine in accordance with the provisions of CMA. MDO shall ensure regular supply of scheduled quantity as per Annual Production Programme and specified quality and size of coal as per Approved Mining Plan at the Delivery Point.
- xxxviii. The MDO shall carry out any other scientific studies required for the project by the Statutory Authorities. Compliance of all the conditions imposed in EC, FC, CTE, CTO and similar statutory Approvals/permissions/ grants shall be under the Scope of MDO. Any statutory fees, remittance, levies in obtaining those statutory Approvals/permissions/ grants shall be borne by the MDO.
- xxxix. Performance and fulfillment of all other obligations of the Mine Developer and Operator in accordance with the provisions of CMA and matters incidental thereto or necessary for the performance of any or all of the obligations of the Mine Developer and Operator under CMA.
- xl. MDO shall maintain all records as required under terms & conditions of Allotment Order and Allotment Agreement / CBDPA executed by & between MoC and HPGCL and timely provide such records for inspection by the HPGCL, the state Govt. and Central Govt.
- Xlii Any and all other works and activities which are not specifically stated herein above but can be reasonably inferred from above necessary for exploration, planning, development, O&M, production, dispatch of coal, etc

C. Alternate Arrangement of Coal Transportation:

Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway

Siding near the block, or in the event of non-commissioning of the same, MDO shall load the coal in to the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and load into the Railway wagons(**the “Loading Point”**).

Outside the Mine Lease boundary, MDO shall be paid with the external Coal Transportation Charge by road and also the Loading Charge (both excluding GST) upto the Loading Point which shall be as per the prevailing prices as notified by CCL (CIL) applicable for mines of CCL in Jharkhand State.

For example, the notified coal Surface to Surface transportation charges of CCL effective from 29.08.2022 (Schedules of Rates to be revised from time to time by CCL) was are follows:

LeadSlab, km	Lead Mean (Km)	CoalTransportationCharge, (surface to surface-S2S) Rs./tonne
11-12 km	11.5	115.34
12-13 km	12.5	123.25
13-14 km	13.5	131.14
14-15 km	14.5	138.93

Similarly, notified prices of CCL for for Loading of Coal with contractor’s payloader into railway wagons is Rs.9.54 /tonne (at railway siding including levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc. as per instruction of **Mining in-charge / HPGCL**).

- 2.2 The Quoted price for Phase-I Activities & Base Mining charge (Phase-II) and Surface Transportation Charges & Loading charges as per prevailing CCL rates for loading of coal by payloader into railway wagons shall be paid appropriately for the entire Scope of work as specified in this Document and CMA. No charges shall be payable separately by HPGCL for the Scope of the works of this document and CMA unless expressly provided.
- 2.3 The detailed Scope of work is furnished in Articles and Schedules (Volume 2 of the Tender Document/CMA).
- 2.4 The Scope of works elaborated under the Articles and Schedules are not conclusive scope of activities expected to be performed by MDO. Any other incidental works which are necessary for exploration, planning, development, O&M, production, dispatch of coal etc., shall be carried out at MDO’s own cost unless otherwise specifically mentioned under the Scope of HPGCL. Any other activity which is necessary for discharging obligations of MDO at its own cost under this document & RFP to fulfill statutory requirements are deemed to be included in the Scope of MDO at its own cost for reliable and efficient Mine development and Operation unless specifically excluded in this Agreement.

ARTICLE-3
APPOINTMENT OF MINE DEVELOPER AND OPERATOR

3.1 Appointment of Mine Developer and Operator

Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, HPGCL hereby appoints the Mine Developer and Operator to explore, plan, develop and operate & maintain the Mines and to excavate Coal for Delivery thereof to HPGCL for the period of **32 years** starting on and from the LOA Date or till the Life of Mine (the "LOM") or till expiry / Termination of the Mining lease or till Termination of Allotment Agreement, or till the date of Termination of this Agreement by HPGCL whichever occurs earlier, commencing from the LOA Date and the Mine Developer and Operator hereby accept such appointment and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

Provided that, not later than 1 year before the expiry of the Contract Period, the Parties may, with mutual Agreement, extend the Contract Period for such further period and on such terms and conditions as the Parties may mutually agree (the "Extended Contract Period")

3.1.1 Provided further that, the Contract Period shall be deemed to have expired in the event the Parties mutually agree that the Coal reserves in the Mines are exhausted and the Mine Closure activities and Monitoring as required in approved Mining Plan(s) / Mine closure plan(s) are carried out to the complete satisfaction of Coal Controller Organization and/ or other Statutory Authorities and HPGCL. In case, any Dispute arises between the Parties with respect to exhaustion of Coal reserves in the Mine, the decision of the Coal Controller Organization (CCO) shall be final and binding.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Mine Developer and Operator shall be obliged or entitled (as the case maybe) to:

- i. access the Site for the purpose of, and to the extent, conferred by the provisions of this Agreement;
- ii. undertake geological exploration and preparation of Geological Report;
- iii. prepare and procure Approval of the Mining Plan which include Mine Closure Plan for Coal;
- iv. Procure and, obtain physical possession of land, undertake R&R activities in accordance with R&R Plan;
- v. Procure all necessary Applicable Permits and statutory clearances as per Applicable Law;
- vi. Finance and develop the mines;
- vii. manage, operate and maintain the mines in accordance with this Agreement;
- viii. excavate Coal for Delivery thereof to the HPGCL under and in accordance with the provisions of this Agreement;
- ix. receive the Charges towards Phase-I activities, Mining Charge from HPGCL in respect of excavation and Delivery of Coal at Delivery Point and Transport at

ion Charges as per prevailing CCL rates subject to the execution of detailed Scope of work for the MDO provided in Schedule-T and in accordance with this Agreement;

- x. perform and fulfill all of the Mine Developer and Operator's obligations under and in accordance with this Agreement;
- xi. save and except otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Mine Developer and Operator under this Agreement;
- xii. neither assign, transfer or sub-let or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Mines, nor sell, transfer, exchange, lease or part possession thereof, save and except as expressly permitted by this Agreement. It is hereby clarified that any assignment, transfer or sub-let of, or creation of any lien or Encumbrance on, this Agreement or on the whole or any part of the Mines as may be expressly permitted under this Agreement, shall be subject to the prior written consent of the HPGCL.

3.2 Substitution of HPGCL

The Parties expressly agree that HPGCL may, in pursuance of any reorganization or restructuring, substitute itself by another entity, and upon such substitution, all the functions, rights and obligations of HPGCL under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws. Provided however that, prior to any substitution hereunder, the Parties shall, on a best endeavor basis, make such arrangements and enter into such further Agreements as may be necessary for performance of their respective obligations hereunder.

ARTICLE-4
CONDITIONS PRECEDENT

4.1 Conditions Precedent

- 4.1.1 Save and except as provided in Articles 4, 5, 6, 7, 8, 9, 10, 40, 50 and 52 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the Conditions Precedents specified in this Clause 4.1 (the "**Conditions Precedent**"), save and except to the extent of waiver, if any, that a Party may grant in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be.
- 4.1.2 The MDO may, upon providing the Performance Security to HPGCL in accordance with Article 9 at any time after 30 (thirty) days from the date of provision of such Performance Security, by notice request HPGCL to satisfy the following Conditions Precedent set forth in this Clause 4.1.2 within a period not exceeding 210 (Two hundred and ten) days from the date of the said notice:
- a) Obtaining/ procure the issuance of notification under Sec 4(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957, for exploration, in relation to the Site;
 - b) Provided further that, in respect of the Approval specified above, HPGCL shall be entitled to such extension of time as may be reasonably required for compliance of the procedures specified under Applicable Laws for grant of such Approvals. Upon request in writing by HPGCL, the MDO may, in its discretion, waive the satisfaction of above Conditions Precedent.
- 4.1.3 The MDO shall satisfy the following Conditions Precedent within the time schedule stipulated in this Agreement:
- (a) Provide Performance Security to HPGCL in accordance with Article-9;
 - (b) Procure all the Applicable Permits, specified in Part- I of Schedule- E and timelines as indicated in Schedule-G unconditionally, such that all such Applicable Permits are in full force and effect, or if the effectiveness of such Applicable Permits is subject to fulfilment of any conditions, then the MDO shall procure that all such conditions required to be fulfilled by the date specified therein have been fulfilled in full such that all such Applicable Permits are in full force and effect;
 - c) If applicable, deliver to HPGCL 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Mine Developer and Operator, along with 3 (three) soft copies of the Financial Model in Microsoft Excel version or any substitute thereof, which is acceptable to the Senior Lenders,;
 - d) If applicable, deliver to HPGCL an undertaking duly signed by Director of the MDO stating that in the event of MDO enters in to any Financing Agreements/ arrangements, necessary conditions will be incorporated in the Loan Agreement entered

ed into by the MDO with the Senior Lenders for giving a minimum notice period of 180 days by Senior Lenders to HPGCL for invoking the provisions of the Loan Agreement in the event of any default by MDO;

- e) deliver to HPGCL, 3 (three) true copies of the Financing Agreements (if applicable), duly attested by a Director of the MDO, within 180 (one hundred and eighty) days of signing of this Agreement;
- f) deliver to HPGCL {from these selected Bidder/Consortium Members, their respective} confirmation on the correctness of the representations and warranties set forth in sub-clauses (k), (l) and (m) of Clause 7.1 within thirty days from date of LOA;
- (g) deliver to HPGCL, a legal opinion from the legal counsel of the MDO with respect to the Authority of the MDO to enter into this Agreement and enforceability of the provisions thereof within thirty days from the date of LOA;

Provided that upon request in writing by the Mine Developer and Operator, HPGCL may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3 or grant extension of time for fulfilment thereof, as the case may be. For the avoidance of doubt, HPGCL may, in its sole discretion, grant any waiver of the Conditions Precedent set forth in this Clause 4.1.3 with such conditions as it may deem fit.

Provided further that, in the event the procurement of certain Conditions Precedents specified herein above are delayed for reasons beyond the control of the Mine Developer and Operator, the MDO shall be entitled to such extension of time as may be reasonably required for compliance of the procedures specified under the Applicable Laws.

- 4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 4.1.5 The Parties shall notify each other in writing at least once every 15 (fifteen) days on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Conditions Precedent for which it is responsible has been satisfied.
- 4.1.6 Immediately upon the fulfillment or waiver of all the Conditions Precedent required to be fulfilled by a Party under Clauses 4.1.2 or 4.1.3 (as applicable to such Party), such Party shall deliver to the other Party, a notice in writing confirming that the Conditions Precedent set out in Clauses 4.1.2 or Clause 4.1.3, as the case may be, have been satisfied and/or waived (in accordance with the terms hereof), together with all necessary supporting Documentation to support the statements in such notice (each a "CP Satisfaction Notice"). Upon receipt of the CP Satisfaction Notice from the Mine Developer and Operator, HPGCL will certify and declare the satisfaction (or waiver) of all Conditions Precedent (**CP Satisfaction Certification**).
- 4.1.7 Notwithstanding anything contained herein above, HPGCL and the MDO may in writing mutually agree to grant each other, extension of time as may be

reasonably for the procedures specified under Applicable Laws required for satisfaction of the Conditions Precedent.

4.2 Deleted

4.3 Damages for delay by the Mine Developer and Operator

In the event that (i) the MDO does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof (including any extension of time granted); and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by HPGCL or due to Force Majeure, the MDO shall pay to HPGCL, Damages in an amount calculated at the rate of 0.5% (zero point five per cent) value of the Performance Security for each week's delay or part thereof until the fulfilment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to a maximum amount equal to 30% (thirty per cent) value of the Performance Security as stipulated under Article 9 of this Agreement and upon reaching such maximum, HPGCL may, in its sole discretion, terminate the Agreement.

4.4 Commencement of Contract Period

This Contract Period shall commence on and from the LOA date as defined in Article 53.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.3 and Article 9, and unless otherwise agreed by HPGCL, in the event of non-issue of "CPS Satisfaction Certification" by HPGCL, for any reason whatsoever, on or before the timelines mentioned in Project Completion Schedule at Schedule G or the extended period for fulfillment of the Conditions.

Provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the MDO under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Mine Developer and Operator, and this Agreement shall be deemed to have been terminated by mutual Agreement of the Parties. Provided that, in the event such delay in occurrence of the above is for reasons attributable to the Mine Developer and Operator, HPGCL shall, without prejudice to Clause 4.3, be entitled to appropriate the Performance Security as Damages thereof.

ARTICLE-5
OBLIGATIONS OF THE MINE DEVELOPER AND OPERATOR

5.1 Obligation of the Mine Developer and Operator

- 5.1.1 Subject to, and on the terms and conditions of this Agreement, the MDO as per the Scope shall, at its own cost and expense, procure, finance for and undertake detailed exploration, planning, design, engineering, procurement, construction, development, operation & maintenance of the Mines for excavation and Delivery of Coal at Delivery Point, and shall observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The MDO shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement. The MDO shall ensure compliance in all respects with all Applicable Laws in relation to its employees, its Contractors, sub-contractors, or other persons providing services to or on behalf of the MDO, including all laws relating to wages, PF, Employee State Insurance (ESI), Occupational Health, Safety standard and Hazard, Gratuity, hours of work, employment standards, collective bargaining, discrimination, civil rights, safety and health, compensation.
- 5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the MDO shall discharge its obligations in accordance with Standard Industry Practice and as a reasonable and prudent person.
- 5.1.4 The Mine Developer and Operator shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement;
- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
 - (b) procure/obtain, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the development and operation of the Mine and excavation of Coal;
 - (c) procure and maintain all Applicable Permits, including but not limited to, the procurement of explosives, drilling and blasting and creation of an explosives storage facility considering all conditions specified in the explosives license for such facility.
 - (d) procure and maintain all Applicable Permits required for exploration of the Mines from the relevant Government Instrumentalities in accordance with Applicable Laws;
 - (e) procure issuance of the Environmental Clearance (EC) from the Ministry of Environment, Forests and Climate Change, Government of India. HPGCL authorizes the Mine Developer and Operator to procure the issuance of such clearance and make payment of statutory costs and fees toward such procurement on behalf of HPGCL.
 - (f) procure issuance of the Forest Clearances (FC) (including that required for exploration) from the Ministry of Environment, Forests and Climate Change, Government of India. HPGCL authorizes the Mine Developer and Operator to procure the

issuance of such clearance and make payment of statutory costs and fees towards such procurement on behalf of HPGCL.

- (g) Procure diesel including Applicable Permits/licenses required for storage, transportation of diesel at its own cost and expense.
- (h) perform and fulfill its obligations under the Financing Agreements, if any;
- (i) The MDO shall bear the cost, levies, duties, fees, charges etc., if any required to be paid to the Government Instrumentalities related to these permissions stated in the paras (a), (b), (c), (d), (e), (f) & (g) above. If MDO is not permitted to remit such amount to the Government Instrumentalities, HPGCL will deposit the amount and the requisite amount is to be deposited to HPGCL by the MDO in advance.
- (j) assist HPGCL in complying with the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, as applicable, in accordance with the provisions of this Agreement;
- (k) ensure not to enter into Agreements with any Parties conferring a right to substitute the MDO by any other Party under any circumstances.
- (l) ensure to incorporate necessary conditions in the Loan Agreements entered into by the MDO with the Senior Lenders (in the event of MDO enters into any such Financing Agreements/ arrangements) for giving a minimum notice period of 180 days by Senior Lenders to HPGCL for invoking the provisions of the Loan Agreement in the event of any default by MDO;
- (m) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- (n) ensure its Contractors, their sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Mine Developer and Operator's obligations under this Agreement;
- (o) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner violate any of the provisions of this Agreement;
- (p) ensure that all Equipment and facilities at the Mine are operated and maintained in accordance with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Standard Industry Practice;
- (q) support, cooperate with and Facilitate HPGCL in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- (r) take all reasonable precautions for the prevention of accidents at the Mines and provide all reasonable assistance and emergency medical aid to accident victims;
- (s) transfer the Project Assets to HPGCL upon Termination of this Agreement, in accordance with the provisions thereof; and
- (t) comply with the directions of HPGCL issued in terms of this Agreement.

5.2 Obligations relating to Project Agreements

- 5.2.1 It is expressly agreed that the MDO shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other Agreement, and no default under such Agreements shall excuse the MDO from its obligations or liability hereunder.

- 5.2.2 The MDO shall submit to HPGCL the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and HPGCL shall have the right but not the obligation to undertake such review and provide its comments, if any, to the MDO within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the MDO shall submit to HPGCL a true copy thereof, duly attested by a Director of the Mine Developer and Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of HPGCL to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Agreement or Document by HPGCL. No review and/ or observation of HPGCL and/ or its failure to review and/ or convey its observations on any Document shall not relieve the Mine Developer and Operator of its obligations and liabilities under this Agreement in any manner nor shall HPGCL be liable for the same in any manner whatsoever.
- 5.2.3 The MDO shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of HPGCL. If such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on HPGCL, and in the event that any replacement or amendment is made without such consent, the MDO shall not enforce such replacement or amendment nor permit enforcement thereof against HPGCL. For the avoidance of doubt, HPGCL acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling the debt of the Mine Developer and Operator.
- 5.2.4 Notwithstanding anything to the contrary contained in this Agreement, the MDO shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Site or on the Coal Depot, as the case may be, without prior written approval of HPGCL, which approval HPGCL may, in its discretion, deny if such sub-license, assignment or Encumbrance has or may have a Material Adverse Effect on the rights and obligations of HPGCL under this Agreement or Applicable Laws.
- 5.2.5 The MDO shall ensure that each of the Project Agreements contain provisions that entitle HPGCL to step into such Agreement, in its sole discretion, in substitution of the Mine Developer and Operator in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event HPGCL does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on HPGCL and the Covenant shall expressly provide for such eventuality. The MDO expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to HPGCL an acknowledgment and undertaking, in a form acceptable to HPGCL, from the counter party(s) of each of the Project Agreements, where under such counter party(s) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from HPGCL in the event of Termination or Suspension.

- 5.2.6 Notwithstanding anything to the contrary contained in this Agreement, the MDO agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior Approval of HPGCL and the decision of HPGCL in this behalf being final, conclusive and binding on the MDO, and the MDO undertakes that it shall not give effect to any such selection or contract without prior Approval of HPGCL. It is also agreed that HPGCL shall not be liable in any manner on account of grant or otherwise of such Approval and that such Approval or denial thereof shall not in any manner absolve the MDO or its Contractors from any liability or obligation under this Agreement.
- 5.2.7 The MDO shall obtain the consent of HPGCL before entering into any Memorandum of Understanding (MoU)/agreement etc. with any other agency/agencies till the completion of Contract Period. Any deviation to this clause shall be deemed to be a “Material Adverse Effect” and HPGCL reserves the right to deal with it accordingly.

5.3 Obligations relating to Change in Ownership/Shareholding

During the Contract period, the MDO shall not undertake or permit any Change in Ownership/ Shareholding, except with the prior written Approval of HPGCL. Such change may be permitted after the mine achieves 85% of the Contracted Capacity

of the Project, provided always that the new Consortium satisfies the qualifying requirements on the date of request for such change. Such prior written Approval of HPGCL, may be issued at its sole discretion subject to the condition that: if the Selected Bidder is a Consortium, the Lead Member shall hold at least 51% of the Equity of the SPV throughout the Contract Period. The Non-Lead Members shall hold at least 26% of the Equity of the SPV during the Contract Period. In case of such change, a fresh registered Consortium Operating Agreement shall be executed amongst the members of the Consortium, which shall be in force till the end of the Contract Period.

- a) If the Selected Bidder is a single entity it shall continue to hold during the Contract Period at least 75% of Equity in the SPV (Special Purpose Vehicle) even after such change.

5.4 Obligations relating to employment of foreign nationals

The MDO acknowledges, agrees and undertakes that employment of foreign personnel by the MDO and/or its Contractors and their sub-contractors shall be subject to grant of requisite Applicable Permits under Applicable Laws, including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the MDO and, notwithstanding anything to the contrary contained in this Agreement, refusal of, or inability to obtain any such Applicable Permits by the MDO or any of its Contractors or sub-contractors shall not constitute a Force Majeure Event, and shall not in any manner excuse the Mine Developer and Operator from the performance and discharge of its obligations and liabilities under this Agreement.

5.5 Obligations relating to employment of trained personnel

The MDO shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective

functions in accordance with the requirements of Applicable Laws and Standard Industry Practice.

The MDO shall provide Vocational training centre, as per Mines Vocational Training Rules, 1966 which shall meet the statutory requirements of the DGMS and other Governmental agencies. HPGCL, being principal Owner of the mine, shall impart the statutory training as per the Mine Vocational Training Rules, 1966 to the personnel engaged in the mining activities at the Site at MDO's cost. The MDO shall carry out all associated works in this aspect at the cost of MDO.

The MDO shall construct the required infrastructure facilities like VTC building and shall be responsible for maintenance of the VTC building including all consumables of VTC.

5.6 Obligations relating to Taxes

HPGCL shall pay/reimburse all Taxes & Duties, levies, royalties, cesses, contribution to District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET) and all other statutory charges applicable from time to time as per the regulatory framework during the subsistence of Coal Mining Agreement on the Charge towards Phase-I activities, Mining Charge and Transportation Charges payable to MDO. All other Taxes, Duties, levies, cess, penalty (if any), on the goods, materials, Equipment and services incorporated in and forming part of the Mines, charged, levied or imposed by any Government Instrumentality including all other statutory charges shall be to the account of the MDO only. HPGCL shall not pay/reimburse any other statutory charges unless otherwise it is explicitly mentioned in this agreement. HPGCL shall pay applicable GST on Mining Charges or on any other charges payable to the MDO upon submission of GST invoice under Article 35 and 36 of this Agreement. MDO shall directly claim to Government authority for Input Tax Credit of GST for their part of tax amount paid.

However, statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be on account of HPGCL during the Contract period: Documentary evidence shall be required from the MDO for the same.

It is hereby clarified that the Mining Charge shall be exclusive of all royalties, statutory levies, cesses, duties and contribution to District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET) and all other statutory charges applicable from time to time.

Obligations relating to HPGCL's Representative

The Head of the Kalyanpur Badalpara coal mining project shall be the "HPGCL's Representative", unless otherwise informed by HPGCL to MDO. HPGCL on its own discretion may remove the HPGCL's Representative and appoint another person in his/her place. Any change in HPGCL's Representative will be intimated to MDO in writing.

5.7 Obligations relating to MDO's Representative

No later than 15 days following the Date of LOA, the MDO shall, by written notice to the HPGCL nominate a Representative ("MDO's Representative"). The MDO

may by written notice to HPGCL remove the MDO's Representative and appoint another person in his or her place. HPGCL shall be entitled, acting reasonably, to require the MDO to replace the MDO's Representative with a person capable of more professionally carrying out the MDO's Representative's role.

5.8 Obligations relating to complying with directions of HPGCL

Subject to the provisions of this Agreement, HPGCL shall be the Owner of the Mines for the purposes of the Mines Act, 1952. For the avoidance of doubt and without prejudice to the MDO's obligation to comply with Applicable Laws, the Parties expressly acknowledge and agree that for discharging its obligations under the Mines Act, 1952, HPGCL may from time to time give directions to the MDO for compliance and the MDO agrees and undertakes to abide by such directions at all times.

The MDO shall comply with all reasonable directions given by the HPGCL's Representative, HPGCL's Mine In-charge and HPGCL's Mine Manager consistent with this Agreement.

If the MDO considers that a direction given by the HPGCL's Representative, HPGCL's Mine In-charge and HPGCL's Mine Managers shall constitute a variation from the Services specified in this Agreement, the MDO may within 3 days of receipt of direction from HPGCL, by written notice inform the HPGCL of such variation with details. No later than 10 Business Days following receipt of the notice stated above from the MDO, the HPGCL may, by written order, either withdraw its directions or amend them appropriately or seek compliance in their original form, which then shall be binding on the MDO to comply.

5.9 Obligations relating to Applicable Permits

- a) The MDO shall, at its own cost obtain all Applicable Permits or renewal thereof, as may from time to time be required to be obtained by it at its own cost with respect to the Services or performance of its obligations under this Agreement. HPGCL shall at its own cost provide reasonable assistance if requested by the MDO to comply with its obligations under this clause. However, for avoidance of doubt it is clarified that all payments to Govt. Authorities as stipulated in the Coal Mining Agreement pertaining to such Applicable Permits/clearances/permissions/Approvals shall be made by MDO unless otherwise specified. The MDO shall be responsible for follow up, coordination & liaison with Govt. Authority.
- b) The MDO shall at all times:
 - i. keep the HPGCL's Representative fully informed of the Applicable Permits or renewals obtained by it; and
 - ii. promptly provide copies of all Applicable Permits obtained by the MDO.

5.10 Obligations relating to the Manager and Statutory personnel employees

- 5.10.1 HPGCL shall appoint the Agent and the Manager having the prescribed qualifications pursuant to the requirements of the Mines Act, 1952 and rules and regulations thereunder. The Managers shall be responsible for the overall management, control, supervision and direction of the Mines in conformity with the provisions of the Mines Act, 1952, CMR 2017 and as may be directed by DGMS. The statutory

Manpower appointed by HPGCL shall act as per statutes and shall be responsible for communication with Statutory Authorities. HPGCL shall either by itself or through its officials also be entitled to:

- (a) ensure appointment of safety officers, assistant Managers, engineers, surveyors, welfare officers, other officials and competent persons as required in Mines Act, 1952, CMR 2017 and as may be directed by DGMS.
- (b) instruct the MDO on implementing specific provisions to ensure mines safety;
- (c) seek information and assistance from the MDO for preparation of the statutory returns; and
- (d) provide for the safety and proper discipline of the persons employed in the Mines.

5.10.2 The MDO shall comply with the directions issued by DGMS from time to time and during periodical inspections. No separate payment will be made to the MDO to comply with the directions issued by DGMS from time to time and during periodical inspections.

5.10.3 Notwithstanding the appointment of the Manager and the Agent by HPGCL, the MDO or its Authorized Person (which shall be subject to acceptance by HPGCL) shall be deemed Agent of the Mine though for the purpose of Mines Act 1952 and statutes made there under, as applicable and shall act on behalf of the Owner (i.e., HPGCL). MDO shall also appoint all required manpower required to discharge its obligations under the Agreement including manpower for discharging all statutory duties. Any appointment made by the MDO has to conform to the Applicable Laws including the qualification requirements set out under the Mines Act, 1952 and Coal Mines Regulation, 2017 and other statutes. The MDO and its Representative shall for the avoidance of doubt, assume all such obligations and responsibilities, including preparation and submission of periodic reports etc., under the Mines Act 1952 and statutes made there under as applicable and take all such other steps as may be necessary to comply with the Applicable Laws.

5.10.4 The MDO shall employ suitably qualified and skilled persons for the exploration, development and operation of the Project and shall be responsible for payment of wages to them in accordance with Applicable Laws / the High Power Committee Recommendations of Coal India Limited (CIL) (refer Annexure I of Schedule-T), wherever applicable.

5.10.5 The MDO and its personnel shall continue to be responsible and liable for compliance with Applicable Laws and this Agreement and in any event, the liability and responsibilities of the MDO shall be no less than that of the Agent and the Manager of HPGCL.

5.10.6 The MDO shall ensure that the Mines are operated in a manner in compliance with Applicable Laws and the provisions of this Agreement. The MDO shall provide all necessary resources in terms of men and material to the Manager of HPGCL to undertake all required actions in conformity with Applicable Laws.

5.11 Obligations relating to reporting requirements

All information provided by the MDO to any Government Instrumentality as a part

of its operating and reporting obligations under Applicable Laws shall also be provided by the MDO to HPGCL simultaneously.

5.12 Sole purpose of the Mine Developer and Operator

The MDO having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the MDO or any of its Contractors shall not, except with the previous written consent of HPGCL, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

5.13 Obligations relating to Rehabilitation and Resettlement

MDO shall prepare R&R Plan in consultation with HPGCL. The MDO shall obtain Approval of the R&R Plan from the concerned Government Authority on behalf of HPGCL. HPGCL authorizes the Mine Developer and Operator to undertake Rehabilitation and Resettlement operations in accordance with the provisions of approved R&R Plan. The MDO is obligated for employment of PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand. The expenses for the same shall be borne by the MDO. For avoidance of doubt it is stated that the Cost of compensation as per the approved R&R Plan (except employment of PAFs) shall be paid by HPGCL directly to the PAFs/PAPs. MDO, on behalf of HPGCL, shall construct the R&R colony for PAFs/PAPs, the cost of which shall be reimbursed in stages to the MDO by HPGCL upon certification by Independent Engineer. The detailed Scope of work shall be as per Schedule-T.

5.14 Obligations relating to Geological Report

The Mine Developer and Operator shall undertake the detailed exploration in accordance with modified Indian Standard Procedure (ISP), 2017/latest issued by the Government regarding exploration, resource estimation etc. The work shall be completed by Accredited exploration agency recognized by QCI/ NABET/MoC as per the provisions of the prevailing Mineral Concession Rules, 1960 (as amended from time to time) for which the Exploration agency should have requisite capabilities and shall strictly maintain the ISP 2017 or latest norms.

On behalf of HPGCL, the exploration related activities like verification of exploration scheme, vetting of geological Report etc. shall be done by CMPDI. Charges of CMPDI for rendering such services shall be borne by the MDO. Scope of work and obligations related to exploration are provided in Schedule-T.

5.15 Obligations relating to approved Mining Plan

The MDO shall prepare and procure Approval of the Mining Plan(s) for Coal including revision(s), if any in accordance with Applicable Law, the latest guidelines issued by Ministry of Coal, Government of India or State Govt./any other Statutory Authority. The Mine Operator shall follow applicable standards and the best industry practices while preparing the Mining Plan. Detailed Scope of work is furnished in schedule T.

The MDO shall at all times conform with the provisions of the approved Mining Plan(s) as specified in Schedule-D, or any modification thereof, as may be approved in accordance with Applicable Laws.

5.16 Obligations relating to scientific studies

The Mine Developer and Operator shall conduct at its own cost and expense the initial and detailed survey; all the scientific studies required for various activities for exploration, planning, development, operation & maintenance and excavation of Coal as recommended by DGMS, MOEF & CC, CGWA, CPCB, SPCB and other Statutory Authorities. The studies shall also include geo-technical investigation, slope stability study, hydro geological investigation etc. All Applicable Permits shall be obtained by the Mine Developer and Operator from DGMS and other Governmental Instrumentalities. Unless otherwise specified in this agreement, the Mine Developer and Operator shall submit 5 (five) hard copies of any such scientific study report to HPGCL and one soft copy of any such scientific study report.

5.17 Obligations relating to Land Acquisition

The MDO shall undertake, assist and facilitate in all activities related to Land Acquisition, obtain physical possession of land (within and outside the mine lease boundary) required for the entire coal mine area, external OB dump, Railway Siding(s), CHP & Silo, approach road and coal transportation roads, conveyor corridor, R&R Colony, diversion of roads, HPGCL's Residential Complex & Colony and for any other infrastructures as directed by HPGCL.

The obligation of the MDO for Land Acquisition includes assistance and facilitation in Acquisition of Land identified for compensatory afforestation purpose, and conducting a nystudies as required by the Statutory Authorities.

The cost of Land Acquisition [all type of land like Government land, Forest land (including Net Present Value & Compensatory Afforestation of such land), Tenancy land, land occupied by squatters or encroachers, land for R&R Colony etc.] shall be borne by HPGCL. The title of the land shall vest with HPGCL.

MDO shall assist HPGCL to comply with the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, CBA (A&D) Act, 1957 as applicable, in accordance with the provisions of this Agreement;

HPGCL authorises the Mine Developer and Operator to undertake all activities pertaining to Land Acquisition and Rehabilitation & Resettlement (R&R) except for the cost of the Land and R&R in accordance with the provisions of this Agreement and no separate payment shall be made to MDO for these activities.

5.18 Obligations relating to Deployment of Mining Equipment's and HEMM

The MDO shall at all times own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal. The Mining Equipment and HEMM deployed shall conform with the provisions/ Specifications of the approved Mining Plan(s).

5.19 Obligations relating to progressive mine restoration

The MDO shall, in conformity with approved Mining Plan, Applicable Laws, guidelines issued by MoC/Coal Controller Organization (CCO) and Standard Industry Practice and in accordance with the requirements stipulated in this Agreement,

undertake progressive restoration of the Site wherever any part of the Site can be restored and closed upon completion of excavation in such part.

HPGCL shall open an Escrow account in a Nationalized bank along with Coal Controller Organization (CCO) as per the guidelines of MoC for Mine closure activities. Maintenance of the Escrow Account including the deposit of funds shall be done by HPGCL.

MDO shall carry out all progressive mine closure activities as per the approved Mining Plan and as may be required by the government from time to time, at its own cost. These activities will be periodically examined & verified by the approved (by MOC) third party organization. If at any time any shortfall or deficiency in carrying out these activities comes to the notice of HPGCL, HPGCL shall ask MDO to complete such activities within a time frame as to be given by HPGCL. In case MDO fails to complete such activities within the timeframe, HPGCL will get these activities carried out by a third party and recover the cost and expenses so incurred from MDO.

The Mine Developer and Operator shall maintain proper records of all costs and expenses incurred by it in relation to the progressive restoration of the Site and upon request from HPGCL, the Mine Developer and Operator shall furnish to HPGCL all details and supporting documents, as may be necessary or required by HPGCL to seek reimbursement of such costs and expenses from the concerned Government Instrumentalities.

5.20 Obligations after closure of Mining

The MDO is required to undertake the mine closure activities as per the approved Mining plan of the Mine during the Contract Period. The MDO shall, at its sole cost and expense, undertake all activities as per the approved Mining plan, Schedule-T of this agreement, Applicable Laws and Standard Industry Practice and also as per the stipulations, if any prescribed by any Statutory Authorities/Coal Controller Organization (CCO) within Contract Period any costs and expenses related to Mine Closure (progressive and final) including cost of third party verifications shall be borne by the MDO.

In addition, at the time of final closure of the mines, within the Contract Period, the MDO shall remove and dispose all the constructions except structures which are decided to be handed over to State Government at its own cost and expenses in terms of Final Mine Closure plan. If such final closure of mines is not completed by the MDO as per approved Mine closure plan within the stipulated time period, the HPGCL shall have right to recover from the MDO, such amount as may be necessary to complete the such mine closure activities to the satisfaction of Coal Controller Organization (CCO)/MoC including, but not limited to, from the Performance Security/ security deposit or any other money payable by HPGCL to the MDO.

For avoidance of doubt, it is clarified that HPGCL shall be responsible for undertaking the Final Mine Closure at MDO's cost and expense in the event that such Final Mine Closure occurs at any time after the expiry or Termination of this Agreement.

5.21 Obligations relating to local office/Residential complex for MDO's employees:

The MDO shall open a local office with requisite manpower at project Site

within thirty days from the date of LOA to facilitate regular coordination on the development and operation of the Mines with HPGCL. The local offices shall function till the end of the Contract Period.

The MDO shall construct a suitable residential complex with necessary infrastructure facilities for its employees near the Project Site. The MDO on his own cost shall purchase the land and other infrastructure for the residential complex.

5.22 Obligations relating to Facilitation role

The MDO shall Facilitate, assist HPGCL and co-ordinate on behalf of HPGCL with statutory activities in various activities related to:

- i) Land Acquisition
- ii) Obtaining physical possession of land
- iii) Administrative assistance for obtaining the statutory clearance and implementing provisions thereof
- iv) Preparation of R&R Plan, Approval of same by HPGCL and other Competent Authorities as required as per extant laws
- v) R&R of PAPs/ PAFs including shifting and resettlement to R&R Colony.

The Facilitation role of MDO shall cover persuasion, liaison and follow up with the district administration, the Government of Jharkhand, the Government of India for obtaining various Applicable Permits/Approvals/clearances, interactions with PAPs for their shifting, assistance for disbursement of compensation payments to PAPs, including squatters, valuation of assets on land.

The above list of activities where the Facilitation role of the MDO is envisaged is illustrative only and not exhaustive. The MDO shall need to undertake the Facilitation activities as may be required for the development, operations and maintenance of the mine.

Any expense related to facilitation role has to be borne by the MDO. However, no separate facilitation fee or expense shall be payable by HPGCL to the MDO unless spelt explicitly in this Agreement and shall be deemed to have been considered as part of finalized Base Mining Charge.

5.23 Obligations relating to employment of Project Affected Persons

The MDO shall provide employment as per the requirements to the Project Affected Persons (PAPs) who are eligible for employment as per the extant R&R Policy of the Government of Jharkhand and approved R&R Plan/Policy of Kalyanpur Badalpara Coal block. The terms and conditions for employment to Project Affected Persons shall be in accordance with the extant R&R Policy of the Government of Jharkhand and R&R Plan of Kalyanpur Badalpara coal block approved by Govt. of Jharkhand. However, no separate facilitation fee or expenses shall be payable by HPGCL to the MDO.

5.24 Obligations relating to non-solicitation

The MDO shall not, without the prior written consent of HPGCL, as the case may be, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by HPGCL for the services of Mine Developer and Operator or

intheserviceofothers.

5.25 ObligationsoftheMDOpertainingtoCoalHandlingPlant(CHP)andRailwaySiding(s)

MDO on behalf of HPGCL shall design, prepare the DPR & construct the Coal handling system, MRSS, Silo and Rapid Loading System (RLS), permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding and all the Documented Costs incurred by the MDO shall be reimbursed by the HPGCL in stages after due certification by Independent Engineer. MDO shall locate ,design and construct the Coal Depot(s)/stockyard(s) with the Approval of the HPGCL so as to fulfill the design requirements of the CHP at its own cost. The MDO shall operate and maintain the above HPGCL infrastructure of CHP, MRSS, Railway Siding(s) upon commissioning at its own cost.

Provided that Documented Cost so incurred by the MDO shall be reimbursed by HPGCL in stages after due certification by Independent Engineer appointed by HPGCL subject to the upper capping of (a) Capital Cost of Coal handling system, MRSS, Silo, Rapid Loading System (RLS) etc, (if warranted by approved Mining Plan) in the duly vetted / approved DPR for reimbursement of respective payments and (b) Capital cost for design and construction of Permanent Railway Siding near the block (ex-mine railway siding), the cost so incurred by the MDO shall be reimbursed in stages by HPGCL subject to the Upper Capping / Benchmarking per the approved DPR of Railway consultant.

The Operation & Maintenance (O&M), power cost, all spares and consumables aswell as capital replacement for all infrastructures of Conveying System, CHP, RailwaySiding(s)asspecifiedinsubclause2.1,MRSS,alternate/Backuppowerarrangement tand including arrangement for receiving coal at theCoal Depot(s)/stockyard(s) shall be carried out by MDO as per the provisions of CMA.The MDOshall bear the O&M cost of the permanent Railway Siding near the block/ TemporaryRailway Siding / Harinsingh Railway Siding as per the requirements of Indian Railways.

5.26 ObligationsrelatedtoDiversionof anypublic/ local roads.

HPGCL authorises the Mine Developer and Operator to obtain all permissions from Statutory Authorities to undertake diversion ofthe Public roads as per the directives, specifications & standards of Government authoritiesin accordance with the provisions of this Agreement and make payment forfulfillment of this obligation including statutory fees if any for such diversion on behalf of HPGCL. HPGCL will extend necessary support for the same. The Base Mining Charge quotedbytheMDOshallbeinclusiveofthecostoffulfillingthis obligation.

5.27 ObligationsrelatedtoDiversionof Nalas/Streams

HPGCL authorises the Mine Developer and Operator to undertake for diversion ofthe Nalla as per the directives, specifications & standards of Government authoritiesin accordance with the provisions of this Agreement and make payment forfulfillment of this obligation on behalf of HPGCL. The Base Mining Charge quotedbytheMDOshallbeinclusiveofthecostoffulfillingthis obligation.

TheMDO shall carry out a detailed “Nala diversion study” in addition to Hydro-geologicalstudyofthecoalblockarea.

Based on the recommendations of Nala diversion study, the MDO shall carry

outdiversion of nalas along the mine boundary so that the water flow does not hamper mining operations. The design shall be made considering the safety of mining operations, infrastructure including CHP, Railway Siding(s) etc., round the year.

The MDO shall coordinate with local Authorities, State Govt. departments for identification of diversion route and related activities. All the Applicable Permits, clearances, Approvals required for diversion of nalas shall be obtained by MDO. HPGCL shall assist MDO in obtaining these clearances.

The MDO shall construct embankment, road over embankment around diverted nalas in accordance with provisions of this Agreement / directives of HPGCL.

5.28 Obligations related to Systems, Records, Budgets and Reports

- (a) All relevant statutory records and reports shall have to be prepared and maintained by MDO and produced to HPGCL as and when necessary. This includes but not limited to preparation of all reports required as per statutory clearances such as Environmental Clearance, Forest Clearance, Clearance from Central Ground Water Authority, Consent to Establish, Consent to Operate etc., accorded for Kalyanpur Badalpara coal block.
- (b) The MDO shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the MDO in connection with this Agreement, the development of the Coal block, mining operations and matters incidental thereto and the steps taken by the MDO to comply with Applicable Laws and provide reasonable access to HPGCL to verify these records. Such records and books of accounts shall be required to be maintained for a period of at least for six years after making final payment. The MDO shall ensure that such records and books of accounts are sufficient to enable verification of the MDO's compliance with its obligations under this Agreement. If the MDO desires to dispose off such records and books of account after said period, it shall notify HPGCL for disposing off the records and books of account and if HPGCL desires the MDO to maintain such records and books of account beyond the said period, the MDO shall agree for the same and maintain such records and books of account till further notice by HPGCL.
- (c) The MDO shall permit HPGCL and its Representatives, to access and take copies of the MDO's records and any other information held at the MDO's premises and to meet with the MDO's personnel to audit the MDO's compliance with its obligations under this Agreement. Such audit rights shall continue for three years after Termination of this Agreement. The MDO shall give all necessary assistance to the conduct of such audits during the Term of this Agreement and for a period of three years after Termination of this Agreement.
- (d) Upon Termination of this Agreement, the MDO shall retain all Documents, books and records related to the Kalyanpur Badalpara Coal block for a period of three years or such longer period as may be specified under Applicable Law or as required by HPGCL. The MDO may retain such books and records in electronic form if permitted under Applicable Laws or by HPGCL.

- (e) HPGCL through its authorized Representatives shall have access to the MDO's financial and other records and transactions (relatable to any period) at any time upon reasonable advance notice, the right to copy there from, for the purpose of assessing the performance and compliance of the MDO with the terms of this Agreement and all Applicable Laws, rules and regulations or to aid in the enforcement of the same.
- (f) It is clarified that, the sub clauses b), c), d) and e) stated above are required as per the Allotment Agreement entered with Nominated Authority, MoC, which is sacrosanct on the part of MDO. The MDO shall ensure that, Contractors (if any) of the MDO shall abide by terms and conditions prescribed in above sub-clauses.

5.29 Obligation towards Corporate Social Responsibility (CSR)

- (a) The MDO shall carry out peripheral community development activities and CSR activities to meet the needs of local population as well as meeting the statutory provisions.
- (b) The MDO shall carry out need assessment in each Project Affected Village (PAV's) and nearby areas through Standard Survey Format, Focus Group Discussions (FGD), Participatory Rural Appraisal (PRA) etc.
- (c) The MDO shall prepare a comprehensive CSR scheme for the project and obtain Approval of HPGCL/District administration/Govt. Authorities (if required).
- (d) The MDO shall implement the approved CSR scheme at its own cost and expense.
- (e) In case, the MDO is a JV company/ new company, the community development activities and CSR activities shall be carried out by JV partners/ Promoters of the MDO.
- (f) In case the MDO is subsidiary of another company the minimum amount to be spent by MDO per Annum = $To(mo) \times (Tf(csrh) / To(hc))$

Where-

To (mo) - Total turnover of the MDO from the HPGCL/Annum

Tf (csr)h - Total CSR fund of holding company of the MDO/Annum

To(hc)-Total turnover of holding company of the MDO/Annum

5.30 Obligations relating to Detailed Project Report (DPR)

MDO shall prepare a Detailed Project Report (DPR) for Kalyanpur Badalpara Coal Block. The DPR shall be prepared in accordance with the provisions of the approved Mining Plan. The MDO shall follow applicable standards and the best industry practices while preparing the Detailed Project Report. Before finalizing the DPR, two copies of the draft DPR shall be submitted by the MDO to the HPGCL for its vetting. HPGCL shall appoint a Third Party Agency for Vetting of DPR. The comments/ suggestions made on the DPR shall be incorporated in the final DPR by the MDO for its finalization and approval thereof subject to mutual discussions with HPGCL authorities. Charges for vetting of the DPR by the Third Party Agency shall be borne by the HPGCL.

5.31 **Obligations relating to connectivity up to Indian railway network**

MDO shall prepare and get approval of Detailed Project Report at its own cost for design, construction and operation of permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding and procure necessary approvals as may be necessary under applicable laws for setting up and operating such railway siding.

The Mine Developer and Operator shall ensure connectivity from the Site up to the permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding to be constructed by the MDO near the kalyanpur Badalpara Coal Block. HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL well in advance. Placement of rakes, liasoning with railways and following up with the railway authorities for early allocation of rakes as per the indents shall be the responsibility of the Mine Developer and Operator.

However, in case if Indian railways levies any penalties on HPGCL, on account of under-loading, over-loading, demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO immediately after such penalty is paid by HPGCL.

Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.

- 5.32 Any failure or default of MDO to comply with the aforesaid obligations shall be deemed to be a Mine Developer and Operator Default for the purpose of Clause 43.1.1 and addition to any other rights and remedies available to the HPGCL under this agreement, the HPGCL shall be entitled to terminate this agreement in accordance with Article 43.

ARTICLE-6
OBLIGATIONS AND ROLES OF HPGCL

6.1 Obligations of HPGCL

- 6.1.1 Except as otherwise provided in this Agreement, HPGCL shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 HPGCL agrees to provide support to the Mine Developer and Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- (a) depute its Representatives for participation in public hearings for the purposes of procuring environmental and forest clearance in accordance with Applicable Laws;
 - (b) Assist the Mine Developer and Operator in obtaining notification for Land Acquisition or the Project under different sections of Coal Bearing Areas (Acquisition & Development) Act, 1957, in accordance with the provisions of this Agreement and all other notifications for Land Acquisition if applicable;
 - (c) Complying with the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, as applicable, in accordance with the provisions of this Agreement;
 - (d) HPGCL authorizes the Mine Developer and Operator to undertake Rehabilitation and Resettlement operations in accordance with the provisions of approved R&R plan. HPGCL shall assist the Mine Developer and Operator to undertake Rehabilitation & Resettlement activities. Cost for the implementation of R&R Plan, construction of R&R Colony, payment for structures, Trees, etc., as stipulated in the approved R&R Plan shall be borne by HPGCL. Compensations are to be paid by HPGCL to the PAFs/PAPs as per approved RR Plan. The MDO is obligated for employment of PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand. The expenses for the same shall be borne by the MDO.
 - (e) cost of land (Tenancy land, Government land, Forest land to be acquired under the CBA (A&D) Act 1957, RFCTLARR Act 2013, F.C Act 1980 for Mining, R&R, Railway Siding(s), Approach road, Coal transportation roads, Conveyor corridor, Diversion of nullas & roads, HPGCL Residential Complex & Colony) including Acquisition of Land identified for compensatory afforestation, NPV for the forest land and any other land for the project) to be acquired and related statutory expenses for Land Acquisition shall be paid by HPGCL.
 - (f) make applicable payments towards the Coal Mining Charge (Rupees per tonne of Coal) and external Coal Transportation Charge by road (Rupees per tonne of Coal) & Loading Charges (Rupees per tonne of Coal) as per prevailing CCL rates.
 - (g) assist the Mine Developer and Operator in obtaining Applicable Permits, clearances, NoC etc. required for performance of its obligations under this Agreement;

- (h) shall keep the Mining Lease in respect of the Kalyanpur-Badalpara Coal Mine valid as required for carrying out of mining services by the Mine Developer and Operator at the Site for the Contract Period;
- (i) Regular monthly monitoring of MDO's activity(ies) including OB/Coal excavation, dumping plans, measurement of excavated quantity of Coal and OB, measurement in Coal stockpiles, detailed quarterly joint measurement payment of Bills of MDO after certification/auditing by certified chartered accountants/auditors of HPGCL reconciliation of MDO's short term excavation plan based on detailed measurement through Independent Engineer;
- (j) MDO on behalf of HPGCL, shall construct the colony for PAFs/PAPs,HPGCLOffice&ResidentialColony,, Guest house, Admin building of HPGCL for their employees in the Mine site. The cost of which shall be reimbursed in stages to the MDO by HPGCLupon certification by Independent Engineer.
- (k) Documented Cost of land for diversion of public roads if any for obtaining permissions shall be deposited by the HPGCL to the appropriate Govt. Authority.
- (l) Draw of Power from the Grid and Construct the Main Receiving Substation(MRSS)in accordance with the provisions of this Agreement. Further, reticulation and distribution shall be undertaken by the MDO for their use.
- (m) upon written request from the Mine Developer and Operator, provide reasonable assistance to the Mine Developer and Operator in obtaining access to necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Mine Developer and Operator than those generally available to commercial customers receiving substantially equivalent services. Taxes, duties, cess, penalty (if any) for obtaining water and electricity shall be on the account of the MDO only.
- (n) HPGCL, at its own discretion shall provide full access to and use of HPGCL's facilities (if any), to the extent required, for the performance of Mining Services by the MDO. HPGCL shall permit such usage of its facilities at its own discretion and with/without any charges being levied on MDO.
- (o) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- (p) support, cooperate with and facilitate the Mine Developer and Operator in the implementation and operation of the Project in accordance with and subject to the provisions of this Agreement.
- (q) Extend necessary support to MDO in obtaining Applicable Permits/permissions for opening the mine from various Government Authorities like DGMS, Coal Controller Organization, District Administration, SPCB etc, Statutory permits for deep hole Blasting, deploying HEMM, to use HT Electricity in mines etc from DGMS, and any other statutory permits, license, Approval/prior intimation/ renewal set that may be required from time to time for commencement, operation of mine for its entire life.

- (r) The MDO shall bear the cost, levies, duties, fees, charges etc., if any required to be paid to the Government Instrumentalities related to these permissions stated in prepara.
- (s) HPGCL shall open an Escrow account in a Nationalized bank along with Coal Controller Organization (CCO) as per the guidelines of MoC for Mine closure activities. Maintenance of the Escrow Account including the deposit of funds shall be done by HPGCL.
- (t) HPGCL shall pay/reimburse all Taxes & Duties, levies, royalties, cesses, and contribution to District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET) and all other statutory charges applicable from time to time as per the regulatory framework under the above heads during the subsistence of Coal Mining Agreement on the Charge towards Phase-activities, Mining Charge and Transportation Charges payable to MDO. All other Taxes, Duties, levies, cess, penalty (if any), on the goods, materials, Equipment and services incorporated in and forming part of the Mines, charged, levied or imposed by any Government Instrumentality including all other statutory charges shall be to the account of the MDO only. HPGCL shall not pay/reimburse any other statutory charges unless otherwise explicitly mentioned in this agreement.
- (u) Statutory Supervision and monitoring of excavation of OB & Coal, dispatch of mined coal to the designated place, dewatering and other mining related activities .
- (v) Assist MDO in Preparation of DPR for Kalyanpur Badalpara Coal Block and its vetting by the Third Party Agency.
- (w) Assist the MDO in procurement of Fuel, Explosives and Blasting accessories if required.
- (x) HPGCL shall assist MDO in design, construct the Coal Handling System comprising conveyors, Silo and Rapid Loading System etc required to transport the coal from Coal Depot(s)/Stockyards(s) to Railway Siding(s).
- (y) MDO on behalf HPGCL shall design, construct the Coal handling system, MRSS, Silo and Rapid Loading System (RLS), permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding and all the Documented Costs incurred by the MDO shall be reimbursed by the HPGCL. MDO shall design, construct and locate the Coal Depot(s)/stockyard(s) with the Approval of the HPGCL so as to fulfill the design requirements of the CHP at its own cost. The MDO shall operate and maintain the above HPGCL infrastructure of CHP, MRSS, Railway Siding(s) upon commissioning at its own cost.
- (z) HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL well in advance and will follow-up with railways for early allocation of rakes.
- (aa) all statutory reports, MIS generated Reports are to be prepared by MDO and to

be checked by Independent Engineer before submitting to HPGCL. All reports will be submitted to Statutory/Govt. Authorities and other organizations after duly checking by HPGCL and with written permission from HPGCL;

- (bb) not do or omit to do any act, deed or thing which may in any manner be violating of any of the provisions of this Agreement;
- (cc) Audit and review of compliance of all applicable laws, authorization and guidelines of MoEF&CC, other State and Central Govt., Statutory authorities, Rules, Regulations and other orders from State and Central Govt. and other agencies under guidance of Independent Engineer;
- (dd) Review and approval of Mine safety plan submitted by MDO through Independent Engineer, audit of safety practices and safety management plan through Independent Engineer, Deploy statutory manpower for safety, blasting etc.
- (ee) Assist MDO in Preparation and approval DPR for Railway Siding, supervision of In-Motion Weighment, construction of Railway Siding through Railway approved consultants/agencies.
- (ff) HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL well in advance and will follow-up with railways for early allocation of rakes.
- (gg) Penalties on account of under-loading, over-loading and demurrages at the Delivery Point shall be deducted from invoices raised by MDO.
- (hh) Supervision of day to day Mine Developer and Operator's work through appointment of Independent Engineer;
- (ii) Scrutiny, approval of design, drawings of civil construction, electrical and mechanical installation shall be done by HPGCL through Independent Engineer;
- (jj) support, cooperate with and facilitate the Mine Developer and Operator in the implementation and operation of the Project in accordance with and subject to the provisions of this Agreement;
- (kk) Any other work deemed necessary by HPGCL;
- (ll) As per scope of Work mentioned under this Agreement.

ARTICLE-7
REPRESENTATION AND WARRANTIES

7.1 Representations and warranties of the Mine Developer and Operator

The Mine Developer and Operator represents and warrants to HPGCL that;

- (a) it is duly organized and validly existing under the laws of India, and has full power and Authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to comply with its obligations under this Agreement and to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder, including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, or, result in the breach of, or, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Law or any Covenant, contract, Agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its 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 result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality, which results in or may result in a Material Adverse Effect and no factor or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material

AdverseEffect;

- (k) it shall at no time undertake or permit any Change in Ownership/ Shareholding except in accordance with the provision of Clause 5.3;
- (l) {the selected Bidder/ Consortium Members} and {its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- (m) {the selected Bidder/ each Consortium Member} is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has entered into this Agreement in pursuant to the LOA, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (n) all its rights and interests in the Mines Coal Depot, Project Assets and other Fixed Infrastructure Facilities shall pass to and vest in HPGCL on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of HPGCL, and that none of the Project Assets shall be acquired by it, subject to any Agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (o) no representation or warranty by it contained herein or in any other Document furnished by it to HPGCL or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of HPGCL in connection therewith;
- (q) all information provided by the {selected Bidder/ Consortium Members} in response to the Tender or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- (r) all undertakings and obligations of the {selected Bidder/ Consortium Members} and the Mine Developer and Operator arising from the Tender or otherwise shall be binding on the Mine Developer and Operator as if they form part of this Agreement, except as modified pursuant to the terms of this Agreement

7.2 Representations and warranties of HPGCL

HPGCL represents and warrants to the Mine Developer and Operator that:

- a) it has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement and exercise its rights and perform its obligations under this Agreement;
- b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;

- c) it has the financial standing and capacity to perform its obligations under this Agreement;
- d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) it has no 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 Government Instrumentality which may result in a Material Adverse Effect; and
- f) it has complied with Applicable Laws in all material respects.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

7.4 Allotment Agreement

The Mine Developer and Operator confirms/ agrees and undertakes that it shall observe and comply with the terms and conditions of the Allotment letter no. 13016/26/2004-CA-I/ CA-III(Pt.)(Vol.II) dated 31.03.2015. & its corrigendum along with future amendments/corrigendums/addendums and Allotment Agreement executed between the President of India and HPGCL on 29.03.16 along with any future amendments/corrigendums/addendums entered into between the Government of India and HPGCL. The Kalyanpur Badalpara coal block is allotted to HPGCL under rule 4 of “*Auction by competitive bidding of Coal Mines Rules, 2012*”. The MDO shall comply with the provisions of Coal Mines (Special Provisions) Act, 2015/ MMDR Act’1957 including amendments. The Mine Developer and Operator further agrees and undertakes that it shall ensure that the Contractors, if any, observe and comply with the terms and conditions of the Allotment order/ Allotment Agreement (including amendments/corrigendums/addendums) and Coal Mines (Special Provisions) Act, 2015 /MMDR act’ 1957 including amendments.

HPGCL shall initiate steps for getting extension from MoC for the timelines specified in Efficiency parameters in Schedule-IV A of Allotment Agreement. If MoC grants extension of time, the MDO shall be responsible & liable for achieving the Efficiency parameters in Schedule-IVA of Allotment Agreement for development of Kalyanpur Badalpara coal block and also for the guaranteed coal production. After such grant of extension by MoC, failure to adhere to the Efficiency parameters/ guaranteed production and/or if any penalty is imposed and/ or Bank Guarantee submitted by HPGCL is en-cashed/ appropriated by Gol, it shall be to the MDO’s account provided it is attributed to default on account of MDO. Further all responsibilities for adhering to the terms and conditions specified by the MoC, Gol or State Authorities for allotment of the Kalyanpur

Badalpara Coal Block shall be that of the MDO only to the extent the same falls under the Scope of services of MDO as specified in this Agreement. For avoidance of doubt, it is clarified that the provisions of this clause will only be applicable when the MoC grants the extension of timelines of Efficiency Parameters.

In case of default on part of HPGCL under the provisions of Allotment Agreement due to reasons attributable to MDO/ its Contractors, which *inter alia* attracts any Penalty on HPGCL and/ or appropriation of Performance Security furnished by HPGCL to Govt. of India and/ or Termination of the Allotment Agreement, the MDO shall be also liable for such Damages/ penal actions imposed on HPGCL on back to back basis. The provisions regarding Termination as defined in Allotment Agreement, if so invoked by Govt. of India, shall also be applicable to this Agreement.

**ARTICLE-8
DISCLAIMER**

8.1 Disclaimer

- 8.1.1 The Mine Developer and Operator acknowledges that prior to the execution of this Agreement, the Mine Developer and Operator has, after a complete and careful examination, made an independent evaluation of the Tender, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology and all information provided by HPGCL or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. HPGCL makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Mine Developer and Operator confirms that it shall have no claim whatsoever against HPGCL in this regard.
- 8.1.2 The Mine Developer and Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that HPGCL shall not be liable for the same in any manner whatsoever to the Mine Developer and Operator, {the selected Bidder/Consortium Members} and {its/their} Associates or any person claiming through or under any of them.
- 8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement or render it voidable.
- 8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1, that Party shall immediately notify the other Party, specifying the mistake or error; provided however, that a failure on part of HPGCL to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of HPGCL contained in Clause 8.1.1 and shall not in any manner shift to HPGCL any risks assumed by the Mine Developer and Operator pursuant to this Agreement.
- 8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the Mine Developer and Operator and HPGCL shall not be liable in any manner for such risks or the consequences thereof.

PARTIII
PRE-DEVELOPMENT

ARTICLE-9
PERFORMANCESECURITY

9.1 PerformanceSecurity

- 9.1.1 The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of **INR 1537,00,000 (Indian Rupees One Thousand Five Hundred Thirty Seven Crore only)** from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India (RBI) to issue such Bank Guarantee in the format set forth in Schedule-F (the "**Performance Security**") towards security for the fulfillment of its obligations under Coal Mining Agreement.
- 9.1.2 Provided that, in the event that the initial Contract Period is extended pursuant to Clause 3.1 ("**Extended Contract Period**") of CMA, the MDO shall extend the above bank guarantee submitted against Performance Security no later than 90 (ninety) days prior to the commencement of the such Extended Contract Period to cover the Extended Contract Period.
- 9.1.3 The MDO shall keep the Performance Security valid, effective and in full force for such value as is required to be maintained in accordance with Clause 9.1.1 of CMA, until the date that occurs 90 (ninety) days after the expiry of the Contract Period (or the Extended Contract Period, if applicable). It is hereby clarified that the MDO shall keep the Performance Security valid, effective and in full force in an extendable/renewable manner revolving after a period of at least 3 (three) years. In this regard, the HPGCL reserves the right to call for any documentary evidence from the Mine Operator in relation to such extension or renewal of the Performance Security and the Mine Operator shall be under an obligation to furnish all documents as may be required by the Authority in this regard.
- 9.1.4 At least 30 (thirty) days prior to expiry of a Performance Security, the MDO shall furnish an extended, renewed or replacement Performance Security to the HPGCL, failing which the HPGCL shall be entitled to, after giving 5 (five) days' notice to the MDO, draw down the full remaining value of the Performance Security, and hold the cash as security for performance of the MDO's obligations under this Agreement.
- 9.1.5 The Performance Security shall not in any manner be construed as limiting the damages payable by the MDO to HPGCL in accordance with the terms of the Coal Mining Agreement.
- 9.1.6 In case the Bidding Consortium being the Selected Bidder, Performance Bank Guarantee shall be submitted by the SPV (MDO) in its own name.

Note:

In case of forfeiture/ appropriation of the Performance Security of HPGCL under the allotment agreement is due to reasons attributable to the MDO, the aforesaid liability, to the extent appropriated by the Govt. of India, shall be recovered from the due payments payable to the MDO and/or by encashment /appropriation of the Performance Security pursuant to the Joint Operating Agreement/ Consortium Operating Agreement furnished by the contractor/ MDO under the terms of the

Project Agreement, and set off the claimed amount from the encashment/ appropriation proceeds of these BG's. If HPGCL's claim exceeds the amount of these BG's, the HPGCL shall have the rights to recover in the manner deemed fit.

9.1.7 Additional Performance Security against drawing Financial Strength from Direct Holding / Subsidiary Company.

- 1) In case of the Bidder being a Bidding Group, each of those direct Subsidiary / direct Holding Company, on whose financial strength a Bidder has sought qualification in its Qualification Proposal and has furnished JOA along with its Qualification Proposal, shall be required to submit an Additional Performance Security towards the faithful performance of terms & conditions contained in JOA.
- 2) After conclusion of the Selected Bidder, HPGCL may additionally ask the Successful Bidder to furnish an unconditional Additional Performance Security in addition to the Performance Security meant to be submitted by the Bidder in accordance with Clause 9.1.1 and Additional Performance Security meant to be submitted by the Bidding Group in accordance with Clause 9.1.7 (1)
- 3) The value of ("Additional Performance Security") referred to in sub-clauses (1) and (2) of the clause 9.1.7 shall be equivalent to 1% of the estimated annual contract value to be submitted within 30 (thirty) days of signing of Coal Mining Agreement in the form of a bank guarantee from any Scheduled Commercial/ Nationalised Bank in India authorized by Reserve Bank of India. The estimated annual contract value, for the purpose of this clause, shall be Total Coal Mining Charge as per the Coal Mining Agreement for that year multiplied by the Peak Production Capacity of the mine for that year. Further these Additional Performance Security(s) shall be in addition to the Performance Bank Guarantee meant to be submitted by the Bidder in accordance with Clause 9.1.1. The Additional Performance Security(s) shall be renewed / extended so as to remain valid for a period of no less than ninety (90) days beyond the 5th anniversary date of signing of the Coal Mining Agreement and shall be renewed/extended in steps of five (5) years at least three (3) months prior to the expiry of the earlier validity. Failure to renew/extend the validity of the Additional Performance Security(s) within the aforesaid stipulated period shall entitle HPGCL to encash the Performance Security(s) without any notice to the MDO/ executants of the JOA. The Additional Performance Security(s) shall be unconditional, irrevocable and payable on demand to HPGCL without delay or demur or prior notice to the Successful Bidder or to the executants of the JOA.
- 4) The Successful Bidder shall be required to arrange and submit the Performance Security(s) and Additional Performance Security(s) within 30 (Thirty) Days of signing of Coal Mining Agreement failing which, without prejudice to any other rights of HPGCL, the EMD of the Successful Bidder shall be forfeited or encashed;
- 5) it is being clarified any such forfeiture or encashment of the EMD shall not in any manner entitle the Successful Bidder to provide HPGCL with the Performance Security and Additional Performance Security(s) unless otherwise mutually agreed to by the Parties.

9.2 Appropriation of Performance Security

HPGCL shall, without prejudice to its other rights and remedies hereunder, in law or equity,

have the unqualified right to encash and appropriate the Performance Security in part or in full, in the event of a failure or default of the Mine Developer and Operator to comply with its obligations, including a Mine Developer and Operator Default, the Mine Developer and Operator's failure to meet any Condition Precedent, or the Mine Developer and Operator's failure to pay any sums (including Damages) due hereunder, failure to achieve Efficiency parameters/ guaranteed coal production as per Allotment Agreement. The Mine Developer and Operator shall, within 15 (fifteen) days from such encashment and appropriation of the Performance Security by HPGCL, (i) in case of a partial and / or appropriation, restore the value of the Performance Security to the value as is required to be maintained pursuant to Clause 9.1.1; and 9.1.2, provide a fresh Performance Security in accordance with the requirements of Clause 9.1.1 and 9.1.2, failing which HPGCL shall be entitled to terminate this Agreement in accordance with Article 43.

9.3 Reference to Performance Security

9.3.1 References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Mine Developer and Operator to HPGCL, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Mine Developer and Operator.

9.3.2 Until such time the Performance Security is provided by the Mine Developer and Operator pursuant to Clause 9.1.1 and the same comes into effect, the Bid Security shall remain in force and effect and HPGCL shall be entitled to appropriate the Bid Security for any amounts, including Damages, due and payable by the Mine Developer and Operator to HPGCL under this Agreement; provided that upon provision of the Performance Security pursuant to Clause 9.1.1, and acceptance thereof by HPGCL, the Bid Security shall be released to the Mine Developer and Operator. Notwithstanding anything to the contrary contained in this Agreement, in the event the Performance Security is not provided by the Mine Developer and Operator within a period of 30 (thirty) days from the date of this Agreement, HPGCL may at its option, encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Mine Developer and Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Mine Developer and Operator, and this Agreement shall be deemed to have been terminated by mutual Agreement of the Parties unless waived by HPGCL.

ARTICLE-10
ACCESS TO THE SITE

10.1 The Site

The Kalyanpur Badalpara coal block is located in the Dumka District of Jharkhand. Geographically, the coal block is bounded by latitude 24°08'17.09" to 24°10'31.96" Longitude: 87°31'14.96"E to 87°32' 39.90"E. The coal block falls in the Brahmani Coalfields [Rajmahal Group of Coalfields, Dist - Dumka, Jharkhand (Part of Kalyanpur Murgadangal-Daldali Block)] and covers an area of about 6.00 sq.km out of which approx. 3.57 Sq. Km area consist of forest area. The nearest railway station, Existing Harinsingh Railway siding is around 12 km from Kalyanpur-Badalpara Coal Block. The Site shall also include any other land acquired by MDO for the purpose of this Agreement (**the "Site"**).

10.2 Ownership of Site:

Notwithstanding anything stated anywhere in this Agreement, any discovered minerals (major or minor) taken or extracted from Site (including rights for coal production, rights for production of minerals other than coal shall remain the absolute property of HPGCL.

10.3 Access to the Site

10.3.1 HPGCL hereby grants to the MDO access to the Site for preliminary project activities like carrying out any surveys, investigations and soil tests that the MDO may deem necessary during the Contract Period, it being expressly agreed and understood that HPGCL shall have no liability whatsoever in respect of the surveys, investigations and tests carried out or work undertaken by the MDO on or about the Site pursuant thereto in the event of Termination or otherwise.

10.3.2 In consideration of operation of Mines, this Agreement and the Covenants and warranties on the part of the MDO herein contained, HPGCL, in accordance with the terms and conditions set forth herein, hereby grants to the MDO, commencing from the LOA Date, access to and permission to work or to use in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the real estate, which is more particularly described, delineated and shown in Schedule A hereto (**"Site"**), on an "as is where is" basis to develop, operate and maintain the said Site, for the purposes permitted under this Agreement, and for no other purpose whatsoever. The MDO hereby acknowledges and accepts that the entire Site shall be and shall at all times remain the exclusive and absolute property of HPGCL and neither the MDO nor any persons claiming through or under the MDO shall have or shall at any time claim any property, right, title or interest in such Site. It is clarified that, though the MDO, at his own cost, shall assist and facilitate in Land Acquisition, taking physical possession of land, the title of the land shall vest with HPGCL.

10.3.3 The MDO shall perform its obligations in a manner that the existing roads, if any, along the boundary of the Mines, or an alternative thereof are open to traffic at all times during the Contract Period. The mine approach road and coal transportation road shall not interfere with the existing roads/ village roads and shall not pass through populated areas to avoid pollution and endanger safety. The

MDO

shall construct the coal transportation road and approach road at his own cost and expense as per the general specifications spelt out in this Agreement or Mining plan(s). The land required for construction of approach road and coal transportation road, shall be acquired by MDO. Payment towards cost of such land will be made by HPGCL. HPGCL will extend necessary support for acquiring the land required for construction of approach road and coal transportation road.

- 10.3.4 It is expressly agreed that all rights and permissions of the MDO granted hereunder in respect of the Site shall terminate automatically and forthwith, without the need for any action to be taken by HPGCL, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the MDO, the rights and permissions of the MDO in respect of the Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.
- 10.3.5 The MDO hereby irrevocably appoints HPGCL (acting directly or through an nominee) to be its true and lawful attorney, to execute and sign in the name of the MDO, a surrender of the rights granted hereunder at any time upon the Termination of this Agreement, a sufficient proof of which will be the declaration of any duly authorized officer of HPGCL, and the MDO consents to it being registered for this purpose.

10.4 Procurement of the Site

- 10.4.1 HPGCL authorizes the Mine Developer and Operator to undertake Land Acquisition activities in accordance with the provisions of this Agreement. Payment towards cost of such land will be made by HPGCL.
- 10.4.2 The MDO shall be responsible for assisting and Facilitating in Land Acquisition, obtaining physical possession of the Site, securing physical access to Site and undertaking the associated activities in respect thereof at its own cost and expense. HPGCL will extend reasonable support to MDO in procuring the Site.
- 10.4.3 Until the Transfer Date, the MDO shall maintain a round-the-clock vigil over the Site and shall ensure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the MDO shall report such encroachment or occupation forthwith to HPGCL and undertake its removal at MDO's own cost and expense.
- 10.4.4 The MDO shall, if so required, as per approved Mining Plan or Scope of work, terms & conditions of this Agreement, at MDO's cost & expense assist and Facilitate to procure any additional land required for the development, operations, maintenance of the Mines, construction of infrastructure, external OB dump (if required within & outside ML area), permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding (within & outside ML area), R&R Colony, approach road/ coal transportation road to permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh railway station, HPGCL's Residential Complex & Colony etc, in accordance with this Agreement and upon procurement, such land shall vest in HPGCL and form part of the Site; provided that MDO shall be responsible for

acquiring such additional land in accordance with Applicable Laws, and such additional lands so acquired hereunder shall be deemed form part of the Site. The MDO shall be responsible for obtaining physical possession of such additional land, securing physical access to such additional land, which shall be deemed to be part of the Site. Payment towards cost of such additional land will be made by HPGCL.

10.5 Prohibited use of Site:

(a) The MDO shall not, without the HPGCL's written consent:

- (i) use or allow the Site to be used for any purpose other than for the provision of services envisaged under this Agreement; or
- (ii) undertake or permit to be undertaken any improvements to the Site beyond the scope of the Approved Mining Plan or this Agreement or as directed by Mine In-charge; or
- (iii) do or allow any act or omission on the Site which may result in any breach or revocation of the Mining Lease or any other Approvals.
- (iv) Any un- authorized person.

(b) The MDO shall not:

- (i) do or allow any illegal or offensive act or omission on the Site;
- (ii) do or allow any act or omission which causes a nuisance or disturbance or damage to any other person using the Site or using or occupying any land in the vicinity of the Site, except as may be reasonably required in performance of the services envisaged under this Agreement;
- (iii) do or allow any act or omission which results in HPGCL incurring any liability or becoming bound by any obligation in respect of the Site, except as expressly agreed to by HPGCL.

10.6 Protection of Site from Encumbrances

During the Contract Period, the MDO shall protect the Site and the Mines from any and all occupations, encroachments or Encumbrances, and shall not place or create or permit any of its Contractors or other person claiming through or under the MDO to place or create any Encumbrance or security interest over all or any part of the Site, the Mines and/or the Project Assets, or on any rights of the MDO therein or under this Agreement, save and except as otherwise expressly permitted in this Agreement.

It is expressly stated that upon issuance of notification under section 9 (1) of CBA (A&D) Act, 1957, the MDO shall ensure that no new structures are constructed within the Site.

10.7 Special/temporary right of way

The MDO shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The MDO shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes

of the Mines and the performance of its obligations under this Agreement.

10.8 Geological and archaeological finds

Save and except as provided in this Agreement, it is expressly agreed that mining, geological or archaeological rights do not form part of the permission granted to the MDO under this Agreement and the MDO hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to HPGCL or the concerned Government Instrumentality. The MDO shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform HPGCL forthwith of the discovery thereof and comply with such instructions as HPGCL or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the MDO hereunder shall be reimbursed by HPGCL. It is also agreed that HPGCL shall ensure that the instructions hereunder are issued by it or the concerned Government Instrumentality within a reasonable period so as to enable the MDO to continue its mining operations with such modifications as may be deemed necessary.

10.9 Separate contractors/agencies on Site

10.9.1 HPGCL may at its sole discretion utilize Separate contractors/agencies on the Site to perform such activities not contracted out to the MDO.

10.9.2 The MDO shall co-operate with any Separate contractors/agencies appointed by the HPGCL and it shall coordinate its work with such other Separate contractor's work to minimize any interference or delays in the work performed by such separate contractors.

10.9.3 The MDO shall comply with all written directions from the HPGCL's Representative/ Mine In-charge regarding Separate contractors/agencies and their work; and allow any Separate contractors/agencies engaged by the HPGCL to use the amenities, utilities, and facilities available on Site including those owned by the HPGCL without seeking any compensation from the HPGCL or contractors/agencies engaged by HPGCL.

10.10 Co-operation with other agencies operating at Site

The MDO and its Contractors, if any, shall co-operate with HPGCL and its other agencies on the Kalyanpur Badalpara coal block/Mines and shall so carry on their work that other agencies shall not be hindered, delayed or interfered with in the progress of their work. Any conflict or controversy which may develop between MDO and/or any two or more contractors/ HPGCL's agencies shall be resolved by HPGCL whose decisions shall be final and binding upon all the parties. At such times and places as HPGCL may direct, meetings of MDO and its Contractors and HPGCL's other agencies may be held to coordinate furthering the progress of the work. The MDO or any of its Contractors shall ensure to attend such meetings and comply with the orders given to them by HPGCL.

ARTICLE-11
UTILITIES, ROADS AND TREES

11.1 Existing utilities and public roads

Notwithstanding anything to the contrary contained herein, the MDO shall ensure that the respective entities owning the existing public roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the Approval of the controlling body of that road or right of way at MDO's cost and HPGCL shall, upon written request from the MDO, initiate and undertake legal proceedings for acquisition of any right of way necessary for such diversion (at MDO's cost). The specifications/ standards, alignment of the proposed road diversion shall be as per the requirements of the controlling body of the existing utilities and Roads. The land required for diversion of existing utilities and roads shall form part of the Site and the MDO shall undertake, assist & Facilitate in acquiring such land at its own cost & expense including obtaining Forest Clearance, if any. Cost of such land will be borne by HPGCL.

It is explicitly clarified that, the diversion of existing public utilities and public roads is the sole responsibility of MDO, the MDO shall co-ordinate/ liaison and carry out actual diversion at Site such that mine operations are not affected during the subsistence of this Agreement. The cost of such shifting of existing utilities and public roads shall be borne by MDO, even if the road diversion is carried out by the Government Instrumentalities/controlling body of the road. Payment towards cost of such land will be made by HPGCL.

11.2 Shifting of obstructing utilities

The MDO shall, subject to Applicable Laws and with assistance of HPGCL, undertake shifting of any utility including electric lines, water pipes, telephone cables, public property like school, bus stand, ponds, panchayat office, places of worship, trees etc. to an appropriate location or alignment within or outside the Site, if and only if, such utility causes or shall cause a Material Adverse Effect on the development, operation or maintenance of the Mines. The MDO shall carry out such shifting as per extant Government guidelines/statute/directions from State or Central Authorities/ HPGCL. The cost of such shifting shall be borne by MDO. If the shifting is carried out by the entity owning such utility and such entity directs HPGCL to deposit the cost of such shifting, the cost incurred by HPGCL shall be recovered from the MDO. In the event of any delay in shifting thereof, the MDO shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes, telephone cables, public property etc., as the case may be. In the event of the obstructing trees are required to be re-located, MDO shall carry out transplantation of such trees at appropriate location within or outside the Site as per the directions of the Mine-In-Charge/HPGCL.

11.3 Land for shifting/diversion of utilities:

The land required for diversion of such utilities as provided in clause 11.1 & 11.2 above shall form part of the Site and the MDO shall undertake, assist and

Facilitate

in Acquisition of such land including obtaining Forest Clearance, if any. Payment towards cost of such land will be made by HPGCL. HPGCL will extend necessary support for acquiring the land required for construction of approach road and coal transportation road.

11.4 New utilities

The MDO shall allow, subject to such conditions as HPGCL may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities, but only if it does not affect the operations of the Mines. Where

such access or use causes any financial loss to the MDO, it may require the user of the Site to pay compensation or Damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.4 shall not in any manner relieve the MDO of its obligation to operate and maintain the Mines in accordance with this Agreement and any damage caused by such use shall be restored forth with.

**ARTICLE-12
CIVILSURVEY**

- 12.1 The MDO shall undertake DGPS survey and Site survey for Kalyanpur Badalpara coalblockboundarydemarcationasperthestandard norms,DGPSsurveyofboundaries of forestland patches/non-forest land patches of coal block, DGPS surveyof compensatory afforestation land and Site survey & surface topographical contoursurvey of coal block and pillaring. In case, additional area is acquired by MDO forinfrastructurefacilities/anychangeinblockboundary,theScopeofservicesmentioned inthis Agreementshallbeapplicableto additional areaalso.
- 12.2 ThedetailedScopeofservicesofMDOunderCivilSurveyshallbeasperSchedule-TofthisAgreement.

ARTICLE-13
DETAILED EXPLORATION & DRILLING

- 13.1.1 The MDO shall carry out drilling (estimated drilling is about 15,000m), core logging, sampling, packing, transportation, detailed Geo-physical logging, physico-mechanical Tests, analysis of samples/coal analysis, Geological Modeling, preparation of Geological report and obtaining Approval of Geological report.
- 13.1.2 The MDO shall execute Detailed Exploration through core drilling to cover the lease area in appropriate grid pattern and few boreholes for fault delineation for proving the geological reserve, structure etc. The Mine Operator shall undertake the detailed exploration in accordance with modified Indian Standard Procedure (ISP), 2017/ latest issued by the Government regarding exploration, resource estimation etc. The work shall be completed by accredited exploration agency recognized by QCI/ NABET/ MoC as per the provisions of the prevailing Mineral Concession Rules, 1960 (as amended from time to time) for which the Exploration agency should have requisite capabilities and shall strictly maintain the ISP 2017 or latest norms. The MDO shall furnish the credentials of the exploration agency and obtain Approval from HPGCL before awarding the work.
- 13.1.3 On behalf of HPGCL, if required, the exploration related activities like verification of exploration scheme, vetting of geological Report etc. shall be done by Central Mine Planning & Design Institute Limited (CMPDI)/ MoC Approved Agency. Charge of CMPDI/ MoC Approved Agency for rendering such services shall be borne by the MDO.
- 13.1.4 The detailed Scope of services of MDO for Detailed Exploration and Preparation of GR shall be as per Schedule-T of this Agreement.

ARTICLE-14
HYDROGEOLOGICALSTUDYANDGEO-TECHNICALINVESTIGATION

14.1 HYDROGEOLOGICALSTUDY:

14.1.1 The MDO shall carry out Hydro Geological Study including pumping test by establishing Tube/Bore wells in the probable potential aquifer in the coal block as per the detailed Scope furnished in Schedule-T. The work shall be completed by own or by engaging suitable agency for which the work executing firm should have experience in establishing of Tube/Bore wells and observation wells for minimum depth of 100mts and conducting pumping test through any of the Government Departments/Organization/any mining projects. The MDO shall obtain Approval from HPGCL before awarding the work.

14.1.2 The MDO shall be responsible to implement the safeguards, recommendations of Hydro-geological study.

14.2 GEOTECHNICAL INVESTIGATION:

14.2.1 The MDO shall carry out Geotechnical Investigation in the coal block as per the detailed Scope furnished in Schedule-T. The work shall be completed by own or by engaging suitable agency for which the work executing firm should have experience in this field and should have carried out the work to any of the Government Departments/ Organization/ any mining projects. The MDO shall obtain Approval from HPGCL before awarding the work.

14.2.2 The MDO shall be responsible to implement the safeguards, recommendations of Geo-technical investigation.

ARTICLE-15

PREPARATION OF MINING PLAN AND MINE CLOSURE PLAN

The MDO shall prepare Mining Plan including Mine Closure Plan for the Kalyanpur Badalpara Coal Block/ Mines as per the O.M.F.No. 34011/ 28/ 2019/ CPAM dated 29th May, 2020 issued by MoC, Gol and amendments issued thereof in this regard. As per the above Office Memorandum, the Progressive Mine Closure Plan and Final Mine Closure Plan shall be integral part of Mining Plan. The Mining Plan including Mine Closure Plan shall be prepared by engaging Qualified Person (QP)/ Accredited Mining Plan preparing Agency (MPPA) recognized by QCI/ NABET/ Ministry of Coal. The MDO shall furnish the credentials of the QP/ MPPA and obtain Approval from HPGCL before awarding the work. The Scope of MDO includes preparation and obtaining Approval of Mining plan including Mine closure plan from MoC/ Mining Plan Approving Authority (MPAA)/ Coal Controller Organization.

The detailed Scope of work of MDO for preparation of Mining Plans shall be as per Schedule-T.

ARTICLE-16
EIA-EMP,SIA&LANDUSESTUDYANDOBTAININGCLEARANCES

- 16.1 The MDO shall carry out EIA-EMP study, conduct public hearing and carry out all incidental works required for obtaining Environment Clearance for the project. The MDO shall carry out the study by engaging a firm having valid accreditation from Quality Council of India (QCI) under National Accreditation Board for Education & Training (NABET).
- 16.2 The MDO shall carry out SIA study of the project area by engaging a suitable accredited agency.
- 16.3 The MDO shall carry out Land Use Pattern Study for the project area.
- 16.4 The MDO shall obtain Approval from HPGCL before engaging agency for EIA-EMP study and SIA study as the case may be.
- 16.5 The detailed Scope of work of MDO for carrying out EIA-EMP study, SIA, Land use study and obtaining clearances shall be as per Schedule-T.
- 16.6 **Social cost benefit analysis:** If required, the MDO has to prepare Social cost benefit analysis report for obtaining Approval for the project.

ARTICLE-17
PRE-DEVELOPMENTAL CLEARANCES

- 17.1 The MDO shall obtain various Pre-Developmental Clearances required for successful development and operation of Kalyanpur Badalpara coal mine. The MDO shall make arrangements for obtaining these clearances and carry out all associated activities that are incidental to obtaining clearances whether explicitly mentioned or not under various provisions of this Agreement.
- 17.2 The MDO shall strictly adhere to the conditions imposed by regulatory/statutory/Government Authorities while granting these clearances. No separate charges shall be payable by HPGCL for obtaining these clearances and complying with the clearances except those which are exclusively mentioned in the Scope of HPGCL in this Agreement.
- 17.3 The MDO shall follow the timelines prescribed by Nominated Authority/MoC/Schedule-G of this Agreement/ HPGCL for obtaining clearances. Any Damages/Delays in obtaining these clearances shall be to the account of MDO.
- 17.4 Without limiting to the following, the MDO shall obtain various clearances, Applicable Permits, Approvals, permissions:

17.4.1 Phase-I:

- Obtaining/ procure the issuance of notification under Sec 4(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957, for exploration, in relation to the Site and/or Applicable permits for Prospecting / Composite license under applicable Laws.
- Permission for drilling in Forest area or Forest Entry permission on 'PARIVESH PORTAL' or as applicable. The payment to Govt./ Statutory Authorities towards obtaining such permission including Compensatory Afforestation shall be borne by HPGCL.
- Notifications under various sections of Coal Bearing Areas (Acquisition & Development) Act, 1957
- RFCTLARR Act' 2013.
- Approval of Geological Report from Gol
- Approval of Mining Plan(s) from Coal Controller Organization (CCO)/MoC/State Government
- Preparation of DPR in accordance with the provisions of the approved Mining Plan.

17.4.2 Phase-II

- Environment Clearance
- Forest Clearance
- Approval of SIA study
- Consent to Establish

- Consent to Operate
 - NOC/Clearance from Airport Authority of India (AAI)
 - Mine opening permission from Coal Controller Organization
 - Statutory permits for deep hole blasting, deploying HEMM, to use HT electricity in mines, Safety Management Plan and any other permits/ Approvals required from DGMS
 - Exemption for employment of Contract labour in mines under Contract Labour (Abolition & Regulation) Act, 1970
 - Permission for storage and use of explosives
 - Permission for storage and use of HSD
 - Permission to use HT electricity in mines
 - Hazardous waste authorization (HWA) & other Approvals i.e., Bio-medical waste authorization (BMW)
 - NOC for groundwater and surface water withdrawal including mine seepage water
- 17.5 The detailed Scope of work for obtaining various clearances shall be as per provisions of this Agreement.
- 17.6 HPGCL authorizes the Mine Developer and Operator to procure the issuance of such clearance and make payment of statutory costs and fees, charges, levies, duties, penalty (if any) towards such procurement on behalf of HPGCL at MDO's own cost and expenses.
- 17.7 The MDO shall obtain all the clearances/ permissions/ licenses without limiting to the above, which are required during the life of the mine. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavor basis. Any approvals/prior intimations/renewals which are required for commencement/during mining operations shall be obtained/carried out by MDO.
- 17.8 Also, MDO shall be responsible for timely renewal of all the Applicable Permits/consents. The MDO shall be responsible for submission of requisite applications as necessary to obtain all Applicable Permits/consents for operations of mine.
- 17.9 Any additional studies/investigations required for obtaining these clearances shall be carried out by MDO.

ARTICLE 18
LAND ACQUISITION AND REHABILITATION & RESETTLEMENT (R&R)

18.1.1 The MDO shall Facilitate, assist HPGCL and co-ordinate on behalf of HPGCL with other Statutory Authorities, in various activities related to:

- (i) Land Acquisition
- (ii) Obtaining physical possession of land
- (iii) Approval of the R&R Plan (applicable to the State Government)
- (iv) R&R of Project Affected People and Project Affected families

18.1.2 The MDO shall on behalf of HPGCL obtain physical possession of all the private, Government and forest land (within and outside the mine lease boundary) free from all Encumbrances and encroachment in phases for mining required for the entire coal mine area, external OB dump, Coal stockyard Railway Siding(s), CHP & Silo, approach road and coal transportation roads, conveyor corridor, R&R Colony, diversion of roads, HPGCL's Residential Complex, Guest House, Admin Building and for any other infrastructures as directed by HPGCL. For avoidance of any doubt it is clarified that, the MDO shall be responsible for obtaining Encumbrance free physical possession of land required for Mining activity and other purposes.

18.1.3 HPGCL shall make the payments towards Land Acquisition to Government Authorities. Payment towards other Costs for purchasing land from sources other than Government, which are carried out with the Approval of HPGCL, shall be paid through cheque(s) in the name of beneficiaries and the cheques shall be handed over to MDO for distribution.

18.1.4 The Facilitation role including the assistance to be rendered by the MDO shall cover liaison and follow up with the district administration, the Government of Jharkhand, the Government of India, interactions with PAPs for obtaining various Approval/clearance, valuation of asset on land, disbursement of compensation payments through Government of Jharkhand to PAPs, including squatters/forestdwellers or any other incidental works for obtaining physical possession of land free from all Encumbrances and encroachment.

18.1.5 MDO shall prepare R&R Plan in consultation with HPGCL. The MDO shall obtain Approval of the R&R Plan from concerned Govt. Authorities on behalf of HPGCL. The MDO shall be responsible for Rehabilitation and Resettlement (R&R) of the PAFs/ PAPs as per the approved R & R Plan. Cost of compensation as per the approved R&R Plan (except for employment of PAFs) shall be paid by HPGCL.

18.1.6 The MDO is obligated for employment of PAPs as per the requirements in accordance with the R&R Plan approved by Govt. of Jharkhand. The expenses for the same shall be borne by the MDO.

18.1.7 MDO on behalf of HPGCL shall frame Standard Operating Procedure (SOP) for Land Acquisition & obtaining physical possession of land and carrying out the R&R for PAFs and take an approval thereof from HPGCL. The MDO shall follow the SOP scrupulously for Land Acquisition and obtaining physical possession of land and R&R of PAFs.

PARTIV
DEVELOPMENT AND OPERATION

ARTICLE-19
DEVELOPMENT OF THE MINES

19.1 Development of Mines

- 19.1.1 The Mine Developer and Operator shall Design, Finance, Develop and Operate the Mines and Equipment having a capacity to excavate and Deliver the Annual Capacity in accordance with the Annual Production Programme and in line with approved Mining Plan.
- 19.1.2 The Mine Developer and Operator shall undertake development of the Mines and installation of Equipment as specified in the Schedules of this Agreement and approved Mine plant to be prepared for this project.
- 19.1.3 The Mines shall have the Equipment and facilities, conforming with Specifications and Standards, as may be necessary for operation of the Mines in accordance with the provisions of approved Mining Plan and provisions of this Agreement. The MDO shall at all times own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal.
- 19.1.4 The development of Mines shall include construction of mine infrastructure, statutory infrastructure like Magazine, VTC, First aid station, canteen, restroom, ETP/STP, Mine drainage system, power distribution/ supply systems, approach road and coal transportation road, deployment of HEMM, facilities for storage of sufficient quantity of Diesel, facilities for storage of sufficient quantity of Coal etc., as detailed in Articles & Schedules of this Agreement.

19.2 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Mine Developer and Operator shall:

- (a) submit to HPGCL, its general arrangement, Drawings, excavation methodology, quality assurance procedures and excavation time schedule for development of the Mines in accordance with the Project Completion Schedule set forth in Schedule-G;
- (b) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of development of the Mines under and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits; and
- (c) make its own arrangements for quarrying and procurement of materials needed for the Mines under and in accordance with Applicable Laws and Applicable Permits.

19.3 Drawings

In respect of the Mine Developer and Operator's obligations relating to the Drawings of the Mines as set forth in Schedule-H, the following shall apply:

- (a) The Mine Developer and Operator shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of all Drawings to the Independent Engineer for review.

- (b) By submitting the Drawings for review to the Independent Engineer, the Mine Developer and Operator shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Standard Industry Practice.
- (c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Mine Developer and Operator with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Mine Developer and Operator shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk.
- (d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Mine Developer and Operator and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.
- (e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall not relieve the Mine Developer and Operator of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or HPGCL be liable for the same in any manner.
- (f) Within 90 (ninety) days of COD, the Mine Developer and Operator shall furnish to HPGCL and Independent Engineer a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to HPGCL, reflecting the Mines as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Mines and of the buildings and structures forming part of Project Facilities.

19.4 Scheduled Completion Date

The MDO agrees and undertakes that development of Mines for Excavation and Delivery of Coal shall be undertaken in a manner such that

(i) the **Commercial Operations Date** (COD) occur on or prior to 60 days from the time/period specified in the approved Mining Plan for reaching 85% of Contracted Capacity of the mine ("Scheduled COD");

and

(ii) the Completion occurs on or prior to 60 days from the time/period specified in the approved Mining Plan for reaching rated capacity (Contracted Capacity) of the Mine ("Scheduled Completion Date").

19.5 Provision of infrastructure

The MDO shall construct the entire infrastructure, at its own cost and expense, as specified in this Agreement and approved Mining Plan(s) unless expressly mentioned otherwise in this agreement.

19.6 Development of township for MDO

The MDO shall, no later than 2nd (second) anniversary of Commencement of coal production, construct and operate or cause to be constructed and operated, at its own cost and expense, a township comprising infrastructure specified in Schedule C. The land required and associated payments for the MDO's Township and its infrastructure shall be borne by MDO.

**ARTICLE-20
TIMESCHEDULE**

Time is the essence of the contract. The MDO shall strictly adhere to time schedule specified in Schedule-G and other provisions of this Agreement. Notwithstanding the time schedules in Schedule-G, the MDO shall also adhere to timelines prescribed by various Government Authorities, statutes, Applicable Laws, rules, regulations, guidelines etc., in implementation of directives issued by them for successful and sustainable Mine Development and Operation.

The detailed time schedule shall be as per Schedule-G of this Agreement.

ARTICLE-21
MONITORING OF CONSTRUCTION

21.1 Monthly progress reports

During the Construction Period, the Mine Developer and Operator shall, not later than 7 (seven) days after the close of each month, furnish to HPGCL and the Independent Engineer (as the case may be), a monthly report on progress of the different activities starting from survey, exploration, various clearances, preparation of reports, construction and installation of Equipment, deployment of Equipment as per Mining plan, OB removal, Coalex cavation etc., and shall promptly give such other relevant information as may be required by the HPGCL and the Independent Engineer. The Monthly progress report shall contain details of progress with respect to achievement of Project Milestones mentioned in Schedule-G along with constraints faced by MDO, reasons for delay (if any) and measures adopted by MDO to overcome the constraints to achieve the Project Milestones.

21.2 Inspection

During the Construction Period, the Independent Engineer shall inspect the Mines at least once a quarter and make a report of such inspection (the "**Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. The Independent Engineer shall send a copy of Inspection Report to HPGCL and MDO, within 7 days of such inspection. Upon receipt thereof, the Mine Developer and Operator shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such Inspection or Inspection Report by the Independent Engineer shall not relieve or absolve the Mine Developer and Operator of its obligations and liabilities hereunder in any manner whatsoever.

21.3 Tests

21.3.1 For determining that the Construction Works and Equipment conform to the Specifications and Standards, the Independent Engineer may require the Mine Developer and Operator to carry out or cause to be carried out Tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Standard Industry Practice for quality assurance. The size of sample for such Tests shall, to the extent possible, not exceed 5% (five per cent) of the quantity and/or number of Tests that the owner or builder of such works would normally undertake in accordance with Standard Industry Practice. The Mine Developer and Operator shall, with due diligence and at its own cost, carry out or cause to be carried out all the Tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to HPGCL and the Independent Engineer. For the avoidance of doubt, the Mine Developer and Operator shall carry out all Tests necessary for determining the rectification of any defect or deficiency in Construction Works and Equipment, at its sole cost and expense.

21.3.2 In the event, if results of any Tests conducted under this Clause 21.3 establish any defects or deficiencies in the Construction Works and Equipment, the Mine Developer and Operator shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall request the Mine Developer and Operator to carry out or cause to be carried out Tests to determine

that such remedial measures have brought the Construction Works and Equipment into compliance with the Specifications and Standards, and the procedure set forth in this Clause 21.3 shall be repeated until such Construction Works and Equipment conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that Tests pursuant to this Clause 21.3 shall be undertaken in addition to and independent of the Tests that shall be carried out by the Mine Developer and Operator for its own quality assurance in accordance with Standard Industry Practice. It is also agreed that a copy of the results of such Tests shall be sent by the Mine Developer and Operator to HPGCL and the Independent Engineer forthwith.

21.4 Delays during construction

Without prejudice to the provisions of Schedule G, if the Mine Developer and Operator does not achieve any of the Project Milestones or the Independent Engineer has reasonably determined that the rate of progress of Construction Works and installation of Equipment is delayed, it shall notify the Mine Developer and Operator to this effect, and the Mine Developer and Operator shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve such Project Milestones.

21.5 Videorecording

During the Construction Period, the Mine Developer and Operator shall provide to HPGCL for every calendar quarter, a videorecording, which will be compiled into a 3 (three) hour digital video disc or any substitute thereof, covering the status and progress of Construction Works and installation of Equipment in that quarter. The first such video recording shall be provided to HPGCL within 180 (One Hundred and Eighty) days of issue of LOA and thereafter, no later than 15 (fifteen) days after the close of each quarter.

**ARTICLE-22
COMPLETION CERTIFICATE**

22.1 Tests

22.1.1 No later than 30 (thirty) days prior to the likely achievement of the Commercial Operation Date or the Completion (as applicable), the Mine Developer and Operator shall notify the Independent Engineer of its intent to subject the Construction Works and Equipment to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Mine Developer and Operator and HPGCL may designate its Representative to witness the Tests. The Mine Developer and Operator shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Mine Developer and Operator and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Mine Developer and Operator shall fix the dates by not less than 10 (ten) day's notice to the Independent Engineer and in the event the Independent Engineer delays the Tests hereunder, HPGCL may impose penalties on the Independent Engineer and shall ensure that Tests are completed in time either by the Independent Engineer or any substitute thereof.

22.1.2 All Tests shall be conducted in accordance with Schedule-I at the cost and expense of the Mine Developer and Operator. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Mines with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of any Construction Works or Equipment does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Mine Developer and Operator to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to HPGCL and the Mine Developer and Operator copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Mine Developer and Operator to carry out or cause to be carried out additional Tests, in accordance with Standard Industry Practice, for determining the compliance of the Mines with Specifications and Standards.

22.2 Commercial Operation Date

22.2.1 For declaration of Commercial Operation Date, the Mine Developer and Operator shall have achieved

1) the mine capacity of 2.55 MTPA of coal (i.e., 85% of Contracted Capacity of the mine)

and

2) coal production of 0.75 MT (7,50,000 tonnes) and delivery of coal to Delivery Point in a quarter.

The date on which the above is certified by Independent Engineer / HPGCL shall

be the "Commercial Operation Date" or "COD".

22.2.1 In the event that COD does not occur prior to the Scheduled COD, unless the delay is on account of reasons solely attributable to HPGCL or due to Force Majeure, the Mine Developer and Operator shall pay Damages to HPGCL in a sum calculated at the rate of 0.5% (zero point five percent) of the amount of Performance Security for delay of each week or part thereof until COD is achieved subject to a maximum of 30% of the amount of Performance Security.

22.3 Completion

22.3.1. Upon completion of Construction Works during any Accounting Year and provided that the quantity of Coal produced from the Mine in such Accounting Year equals the Contracted Capacity and upon determining the Tests to be successful in accordance with the provisions of this Agreement ("**Completion**"), the Independent Engineer shall forthwith issue to the Mine Developer and Operator, a certificate substantially in the form set forth in **Schedule -J** (the "**Completion Certificate**"). In the event that Completion does not occur prior to the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to HPGCL or due to Force Majeure, the Mine Developer and Operator shall pay Damages to HPGCL in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each week or part thereof until Completion is achieved subject to a maximum of 30% of the amount of Performance Security.

22.4 Withholding of Completion Certificate

22.4.1. If the Independent Engineer determines that the Mines and Equipment or any part thereof do not conform to the provisions of this Agreement, it shall forthwith make a report in this behalf and send copies thereof to HPGCL and the Mine Developer and Operator. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the HPGCL is of opinion that the Mines and Equipment are not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Mine Developer and Operator of the defects and deficiencies in the Mines and Equipment and direct the Independent Engineer to withhold issuance of the Completion Certificate, as the case may be. Upon receipt of such notice, the Mine Developer and Operator shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with Article-22. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

22.5 Rescheduling of Tests

If the Independent Engineer certifies to HPGCL and the Mine Developer and Operator that it is unable to issue the Completion Certificate because of events or circumstances on account of which Tests could not be held or had to be suspended, the Mine Developer and Operator shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable. Provided, however, that the Mine Operator shall be excused for the delay in Tests arising hereunder if such delay is not solely attributable to the Mine Developer and Operator.

ARTICLE-23 CHANGE OF SCOPE

23.1 Change of Scope

23.1.1 HPGCL may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services at the Mines, which are not included in the Scope of the Project as contemplated by this Agreement, or reduce the Scope of the Project (the "**Change of Scope**"). Any such Change of Scope shall be made in accordance with and subject to the provisions of this Article 23.

23.1.2 If the Mine Developer and Operator determine at any time that a Change of Scope is necessary for providing safer and improved excavation and Delivery of Coal and Delivery Point, it shall by notice in writing require HPGCL to consider such Change of Scope. HPGCL shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings in accordance with this Article 23 or inform the Mine Developer and Operator in writing of its reasons for not accepting such Change of Scope or for accepting such Change of Scope without any payment obligations hereunder, as the case may be.

23.1.3 Any works or services which are provided under and in accordance with this Article 23 shall form part of the Scope of the Project and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

23.2 Procedure for Change of Scope

23.2.1 In the event of HPGCL determining that a Change of Scope is necessary or HPGCL accepts that a Change of Scope proposed by MDO as per clause 23.1.2 above is necessary, it shall issue to the Mine Developer and Operator, a notice specifying in reasonable detail, the change in works and services contemplated thereunder (the "**Change of Scope Notice**").

23.2.2 Upon receipt of a Change of Scope Notice, the Mine Developer and Operator shall, with due diligence, provide to HPGCL such information as is necessary, together with preliminary Documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the change in works or services are required to be carried out during the Construction Period; and
- (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by HPGCL to its Contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Mine Developer and Operator in providing such information shall be reimbursed by HP

GCL to the extent such cost is certified by the Independent Engineer as reasonable.

23.2.3 Upon receipt of information set forth in Clause 23.2.2, if HPGCL decides to proceed with the Change of Scope, it shall convey its preferred option to the Mine Developer and Operator, and the Parties shall, there upon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an Agreement, HPGCL shall issue an order (the "**Change of Scope Order**") requiring the Mine Developer and Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, HPGCL may, by issuing a Change of Scope Order, require the Mine Developer and Operator to proceed with the performance hereof pending resolution of the Dispute.

23.2.4 The provisions of this Agreement, in so far as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Mine Developer and Operator under this Article 23.

23.3 Payment for Change of Scope

Within 7 (seven) days of issuing a Change of Scope Order and provided that the Change of Scope Order results in an obligation on the Mine Developer and Operator to carry out additional works and services, HPGCL shall make an advance payment to the Mine Developer and Operator of a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute,

20% (twenty per cent) of the cost assessed by the Independent Engineer. The Mine Developer and Operator shall, after commencement of work, present to HPGCL bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for HPGCL & Independent Engineer to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, subject to certification by the Independent Engineer, HPGCL shall disburse to the Mine Developer and Operator such amounts as are reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments there to shall be made under and in accordance with the Dispute Resolution Procedure. The MDO has to raise the Bill as Miscellaneous Invoice as provided in Cl. 36.2.4.

23.4 Restrictions on certain works

23.4.1 HPGCL shall not require the Mine Developer and Operator to undertake any works or services if such works or services are likely to delay completion of the development of Mines by the Scheduled Completion Date; provided that in the event that HPGCL considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of, or affected by such Change of Scope Order, shall not be reckoned for purposes of determining Completion of the Mines.

23.4.2 The Mine Developer and Operator shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 10% (ten per cent) of the Total Project Cost in any continuous

period of 36(thirty six) months immediately preceding the date of such Change of Scope Order or if such cumulative cost exceed 25%(twenty five percent) of the Total Project Cost at any time during the Contract Period.

23.5 Reduction in Scope of the Project

- 23.5.1 If the Change of Scope Order results in a reduction in Scope of the Project, the Mine Developer and Operator shall pay to HPGCL 80% (eighty per cent) of the sum saved there from within 30 (thirty) days from the date of Change of Scope Order, and upon such payment to HPGCL, the obligations of the Mine Developer and Operator in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in case of default by MDO to pay to HPGCL the above sum saved, HPGCL can recover the above sum from any amount due to MDO.
- 23.5.2 For determining the obligations of the Mine Developer and Operator under this Clause 23.5, the provisions of Clauses 23.1, 23.2 and 23.4 shall apply *mutatis mutandis* and upon issue of Change of Scope Order by HPGCL hereunder, the Mine Developer and Operator shall pay forthwith the sum specified therein.

**ARTICLE-24
OPERATIONANDMAINTENANCE**

24.1 O&M obligations of the Mine Developer and Operator

24.1.1 During the Contract Period, the Mine Developer and Operator shall own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal, provided that the Specifications and Standards are in conformity with Schedule D, Approved Mining plan and the Equipment are maintained in conformity with the Maintenance Requirements. During the Contract Period, the Mine Developer and Operator shall operate and maintain the Mines and Equipment in accordance with this Agreement modify, repair or otherwise make improvements to the Mines and Equipment to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to the Specifications and Standards and Standard Industry Practice. Equipment deployed by MDO other than Mining Equipment and HEMM, provided that the Specifications and Standards are in conformity with Schedule D, approved Mining plan and these Equipment are also be maintained in conformity with the Maintenance Requirements. The obligations of the Mine Developer and Operator hereunder shall include:

- (a) ensuring safe, smooth and uninterrupted excavation of Coal and Delivery thereof from the Mines, including prevention of loss or damage thereto, during normal operating conditions;
- (b) undertaking operation and maintenance of the Mines in an efficient, coordinated and economical manner, in compliance with Applicable Laws and Standard Industry Practice;
- (c) ensuring that the Overburden and other useful minerals are removed and deposited in accordance with the provisions of this Agreement;
- (d) minimizing disruption to operation of the Mines in the event of accidents or other incidents affecting the safety and operation of the Mines by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- (e) carrying out periodic preventive maintenance of the Mines;
- (f) undertaking routine maintenance including prompt repairs of all components of the Mines and Equipment so as to ensure compliance with the Maintenance Requirements and the Specifications and Standards;
- (g) undertaking major maintenance of Equipment and installations;
- (h) preventing, with the assistance of the concerned law enforcement agencies, any encroachment on, or unauthorized entry to the Site; maintaining law & order at the Site;
- (i) protection of the environment and provision of Equipment and material thereof;
- (j) operation and maintenance of all communication, control and

administrative systems necessary for the efficient operation of the Mines and Equipment and for providing safe, smooth and uninterrupted excavation of Coal and Delivery thereof from the Mines;

- (k) maintaining a public relations unit to interface with and attend to suggestions from Project Affected Persons, Government agencies, media and other agencies;
- (l) complying with Safety Requirements in accordance with Article 25;
- (m) operation and maintenance of all Project Assets diligently and efficiently and in accordance with Standard Industry Practice;
- (n) maintaining reliability in operating the Mines and Delivery of Coal to the Delivery Point; and
- (o) providing adequate security to prevent the pilferage and theft of coal till delivery of coal to the Delivery Point.
- (p) Segregated excavation and delivery of other minerals occurring in the coal block as per directives of HPGCL.
- (q) To deploy rated Capacity Equipment as per Approved Mine Plant to cater the 3MTPA and to reduce the crowding of Equipment fleet at working area;

24.1.2 The Mine Developer and Operator shall remove all Overburden excavated during the course of development and operations of the Mines in accordance with Applicable Laws, Standard Industry Practice and the provisions of this Agreement. The Mine Developer and Operator shall deposit Overburden at the designated/planned places within the Site and maintain the slope stability and dump profile in accordance with Applicable Laws and the provisions of this Agreement.

If the approved Mining Plan envisages re-handling of externally dumped OB or OB dumped on advancing side of mine pit, MDO shall prepare plans and maps for executing the same. If during actual execution of Mining, if it warrants to dump OB in the advancing side or other than the area envisaged/Designated dump area of the approved Mining Plan, due to any reasons whatsoever, the MDO shall carry out re-handling of such OB without any additional cost to HPGCL. If such dumping OB in other areas occurs outside the Schedule of dumping of the Approved Mining Plan, the MDO shall carry out such dumping and re-handling of such OB without any additional cost to HPGCL.

24.1.3 The Mine Operator shall remove promptly from the Mines, all surplus construction machinery and materials, waste materials (including hazardous materials and wastewater), rubbish and other debris (including, without limitation, accident debris) and keep the Mines in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Standard Industry Practice.

24.1.4 The Mine Developer and Operator shall maintain, in conformity with Standard Industry Practice, and Applicable Laws, all stretches of roads and other structures situated on the Site.

24.1.5 If the Mine Developer and Operator fails to comply with any directions issued by a Statutory Authority to either HPGCL or the MDO, and is liable to pay a

penalty under the provisions of Applicable Laws, such penalty shall be borne solely by the Mine Developer and Operator, and shall not be claimed from HPGCL. For the avoidance of doubt, payment of any penalty under the provisions of Applicable Laws shall be in addition to, and independent of, the Damages payable under this Agreement.

- 24.1.6 In case of failure of the Mine Developer and Operator to comply with any directions issued by a Statutory Authority, which results in HPGCL being liable to pay a penalty under the provisions of Applicable Laws or any loss suffered by HPGCL, the Mine Developer and Operator shall be liable to indemnify and make good such penalty of loss, as the case maybe, suffered by HPGCL. On failure of the Mine Developer and Operator to make good such losses or penalties within a period of 30 (thirty) days of such claims being raised by HPGCL, HPGCL at its sole discretion may claim such amount as Damages payable under this Agreement. HPGCL may, without prejudice to any method of recovery, deduct the amount of Damages from any amount due to the MDO, under this or under any other Contract awarded by the HPGCL in his / their favour.

24.2 Maintenance Requirements

The Mine Developer and Operator shall ensure that at all times during the Contract Period, the Mines, Project facilities and Equipment conform to the Maintenance Requirements set forth in Schedule-K (the "**Maintenance Requirements**").

- 24.2.1 The MDO shall implement a Maintenance Program for the mining Equipment as per Good Industry Practice. Key components of the Maintenance Program shall inter alia include:

a) Maintenance Planning:

A dedicated maintenance planning department shall be established employing a staff of full-time maintenance planners to perform the necessary planning for all maintenance activities. The maintenance planners shall employ planning procedures including a work order system and tracking of Equipment "histories" as per Good Industry Practice. Maintenance planning software shall be used for this purpose.

b) Equipment Maintenance Programs:

Formal programs of preventative maintenance shall be implemented for all units of mining Equipment and support Equipment. As the mine gains operating experience, consideration should be given to the introduction of formal programs of predictive maintenance and make shift from reactive maintenance.

c) Tyre Maintenance Program:

A formal tyre Maintenance Program shall be implemented with the purpose of optimizing the life of Equipment tyres.

d) Inventory Control and Supply Management:

The MDO shall implement an effective inventory control and supply mechanism so as to ensure uninterrupted operation of all Equipment.

24.3 Maintenance Manual

- 24.3.1 No later than 90 (ninety) days from the commencement of mine operation, the Mine Developer and Operator shall, in consultation with HPGCL, evolve a repair, operation and Maintenance Manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Mines and Equipment in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Standard Industry Practice, and shall provide 6 (six) copies thereof to HPGCL and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) Accounting Years and the provisions of this Clause 24.3 shall apply, *mutatis mutandis* to such revision.
- 24.3.2 Without prejudice to the provision of Clause 24.3.1, the Maintenance Manual shall, in particular, provide for lifecycle maintenance, routine maintenance and restorative maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that its overall condition conforms to Standard Industry Practice.

24.4 Maintenance Programme

On or before commencement of mining operations and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Contract Period after commencement of mining operations, as the case may be, the Mine Developer and Operator shall provide to HPGCL and the Independent Engineer, its proposed annual programme of preventive, urgent and other Scheduled Maintenance (the "**Maintenance Programme**") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

- a) preventive maintenance schedule, including the proposed closure, if any, for maintenance;
 - b) arrangements and procedures for carrying out urgent repairs;
 - c) criteria to be adopted for deciding maintenance needs;
 - d) intervals and procedures for carrying out inspection of all elements of the Mines and Equipment;
 - e) intervals at which the Mine Developer and Operator shall carry out periodic maintenance;
 - f) arrangements and procedures for carrying out safety related measures;
 - g) intervals for major maintenance works and the scope thereof; and
 - h) frequency of carrying out intermediate and periodic overhaul of the Equipment.
- 24.4.1 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Mine Developer and Operator with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.
- 24.4.2 The Mine Developer and Operator may modify the Maintenance Programme as may be as

enable in the circumstances, and the procedures specified in Clauses 24.4.1 and 24.4.2 shall apply *mutatis mutandis* to such modifications.

24.4.3 Any maintenance carried out by the Mine Developer and Operator as per the Maintenance Programme under this Clause 24.4 shall be deemed to be Scheduled Maintenance (the "Scheduled Maintenance"). For the avoidance of doubt, any Scheduled Maintenance shall not relieve the Mine Developer and Operator from its obligation to remove Overburden in accordance with the Scheduled Overburden Quantity under Clause 28.2.1 or excavate and deliver minerals other than coal in accordance with approved Mining Plan or excavate and Deliver Coal in accordance with the Annual Production Programme under Clause 29.2.1, and, the Mine Developer and Operator shall be liable to pay the Damages under Clause 28.4 and/or Clause 29.5 for any closure, suspension, Overburden Shortfall and/or reduction of Annual Capacity arising out of Scheduled Maintenance.

24.5 Safety, breakdowns and accidents

24.5.1 The Mine Developer and Operator shall ensure safe conditions at the Mines, and in the event of unsafe conditions, damage, breakdowns and accidents, it shall follow the relevant operating procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Standard Industry Practice.

24.5.2 The Mine Developer and Operator's responsibility for rescue operations at the Site shall include safe evacuation of all persons from the affected area as an initial response to any particular incident and shall also include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth excavation and Delivery of Coal and other minerals.

24.6 De-commissioning due to Emergency

24.6.1 If, in the reasonable opinion of the Mine Developer and Operator, there exists an Emergency which warrants de-commissioning or shut-down of the whole or any part of the Mines and Equipment, the Mine Developer and Operator shall be entitled to de-commission or shut down the whole or any part of the Mines and Equipment for so long as such Emergency exists and the consequences thereof warrant; provided that such de-commissioning or shut-down and particularsthereof shall be notified by the Mine Developer and Operator to HPGCL and the Independent Engineer without any delay, and the Mine Developer and Operator shall diligently carry out and abide by any reasonable directions that HPGCL and the Independent Engineer may give for dealing with such Emergency. For the avoidance of doubt, the Mine Developer and Operator acknowledges and agrees that any de-commissioning or shut-down hereunder shall conform to the provisions of the Mines Act, 1952.

24.6.2 The Mine Developer and Operator shall re-commission the Mines and Equipment or any part thereof as quickly as practicable after the circumstances leading to its de-commissioning or shutdown have ceased to exist or have so abated as to enable the Mine Developer and Operator to re-commission the Mines and Equipment, and shall notify HPGCL of the same forthwith.

24.7 Section closure

- 24.7.1 Save and except as provided in Clause 24.6, the Mine Developer and Operator shall not shutdown or de-commission any section of the Mines for undertaking maintenance or repair works, not forming part of the Maintenance Programme, except with the prior written Approval of the Independent Engineer. Such Approval shall be sought by the Mine Developer and Operator through a written request to be made to the Independent Engineer, and a copy thereof furnished to HPGCL, at least 14 (fourteen) days before the proposed closure of such section and shall be accompanied by particulars thereof. Within 7 (seven) days of receiving with such modifications as it may deem necessary and a copy of such permission shall be sent to HPGCL.
- 24.7.2 Upon receiving the permission pursuant to Clause 24.7.1, the Mine Developer and Operator shall be entitled to shutdown or de-commission the designated section for the period specified therein, and in the event of any delay in re-commissioning such section, the Mine Developer and Operator shall pay Damages to HPGCL calculated at the rate of 1% (one percent) of the Average Daily Mining Charge for each day of delay until the section has been re-commissioned for excavation and Delivery of Coal.

24.8 Damages for breach of maintenance obligations

- 24.8.1 In the event that the Mine Developer and Operator fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements, Maintenance Manual, the Maintenance Program, Safety Requirements and O&M Inspection Report within the period specified therein, it shall be deemed to be in breach of this Agreement and HPGCL shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 1% (one percent) of the Average Daily Mining Charge, and (b) 0.1% (zero point one percent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of HPGCL under this Agreement, including the right of Termination thereof.
- 24.8.2 The Damages set forth in Clause 24.8.1 may be assessed and specified forthwith by the Independent Engineer; provided that HPGCL may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Mine Developer and Operator is otherwise in compliance with its obligations hereunder. The Mine Developer and Operator shall pay such Damages forthwith in the event that it contests such Damages, the Dispute Resolution Procedures shall apply.

24.9 HPGCL's right to take remedial measures

In the event the Mine Developer and Operator does not maintain and/or repair the Mines and Equipment or any part thereof in conformity with the Maintenance Planning, Maintenance Requirements, the Maintenance Manual, the Maintenance Programme, Safety Requirements or O&M Inspection Report, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from HPGCL or the Independent Engineer, HPGCL shall, without prejudice to its rights under this Agreement

including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Mine Developer and Operator, and to recover its cost from the Mine Developer and Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Mine Developer and Operator to HPGCL as Damages. For the avoidance of doubt, the right of HPGCL under this Clause 24.9.1 shall be without prejudice to its rights and remedies provided under Clause 24.8.

24.10 Overriding powers of HPGCL

24.10.1 If in the reasonable opinion of HPGCL, the Mine Developer and Operator is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material danger to any person or property, HPGCL may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Mine Developer and Operator to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

24.10.2 In the event that the Mine Developer and Operator, upon notice under Clause 24.10.1, fail to rectify or remove any hardship or danger within a reasonable period, HPGCL may exercise overriding powers under this Clause 24.10.2 and take over the performance of any or all the obligations of the Mine Developer and Operator to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by HPGCL shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by HPGCL in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and HPGCL shall be entitled to recover them from the Mine Developer and Operator in accordance with the provisions of Clause 24.9 along with the Damages specified therein.

24.10.3 In the event of a National Emergency, civil commotion or any other act specified in Clause 40.3, the HPGCL/any Governmental Instrumentality may take over the performance of any or all the obligations of the Mine Developer and Operator to the extent deemed necessary by it, and exercise such control over the Mines and Equipment or give such directions to the Mine Developer and Operator as may be deemed necessary; provided that HPGCL shall make reasonable & best endeavors to ensure that the exercise of such overriding powers by HPGCL/any Governmental Instrumentality (as the case may be) shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the HPGCL/ the Governmental Instrumentality (as the case may be). For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 40. It is also agreed that the Mine Developer and Operator shall comply with such instructions as HPGCL/ the Governmental Instrumentality (as the case may be) may issue in pursuance of the provisions of this Clause 24.10.3, and shall provide assistance and cooperation to HPGCL/ the Governmental Instrumentality (as the case may be), on a best effort basis, for performance of its obligations hereunder.

24.11 Restoration of loss or damage to the Mines

Save and except as otherwise expressly provided in this Agreement, in the event that the Mines and Equipment or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Mine Developer and Operator shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Mines and Equipment conform to the provisions of this Agreement.

24.12 Modification to the Mines

The Mine Developer and Operator shall not carry out any material modifications to the Mines and Equipment save and except where such modifications are necessary for the Mines and Equipment to operate in conformity with the Specifications

and Standards, Maintenance Requirements, Safety Requirements, O&M Inspection Report, Standard Industry Practice and Applicable Laws; provided that the Mine Developer and Operator shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Mine Operator's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Specifications and Standards, Applicable Laws, Standard Industry Practice and the provisions of this Agreement.

24.13 Excuse from performance of obligations

The Mine Developer and Operator shall not be considered in breach of its obligations under this Agreement if any part of the Mines and Equipment are not available for excavation of Coal/ minerals other than coal and Delivery thereof on account of any of the following for the duration thereof:

- a) an event of Force Majeure;
- b) measures taken to ensure the safety of the Mines except when unsafe conditions occurred because of failure of the Mine Developer and Operator to perform its obligations under this Agreement; or
- c) compliance with a request from HPGCL or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Mines except when such closure occurred because of failure of Mine Developer and Operator to perform its obligations under this Agreement or Applicable Laws.

Provided that, any such non-availability and particulars thereof shall be notified by the Mine Developer and Operator to HPGCL and the Independent Engineer without any delay.

Provided further that, the Mine Developer and Operator shall keep available all unaffected parts of the Mines, provided that they can be operated safely.

**ARTICLE-25
SAFETY REQUIREMENTS**

25.1 Safety Requirements

25.1.1 The Mine Developer and Operator shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits relevant standards/guidelines contained in internationally accepted codes and conform to Standard Industry Practice for securing the safety of the Mines, Equipment and individualsonorabouttheSite. In particular, the Mine Developer and Operator shall develop, implement and administer surveillance and safety program for providing a safe environment on or about the Mines, and shall comply with the Safety Requirements set forth in DGMS Circulars and the recommendations of the DGMS Conference on Safety in Mines (the "**Safety Requirements**").

The MDO shall be responsible for the safety of all the personnel while they are on the Site. The MDO shall prepare and issue to all MDO's personnel a "MDO's Safety Handbook" which details safety rules, regulations and procedures applicable to activities on the Site.

25.1.2 The MDO shall have the absolute responsibility to verify and take necessary actions so that all the safety measures at the mines are implemented, maintained and kept in proper working order. The MDO shall also be responsible for ensuring adherence to safety code of practices, as required under this Agreement, Applicable laws (including but not limited to the CMR, 2017) and Applicable Permits, by its employees, Contractors or any other individuals working or performing, directly or indirectly, for the MDO in relation to the mines and/or on or about the site.

25.1.3 The Mine Developer and Operator shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, Contractors, agents and Visitors.

The MDO shall provide Vocational training center (VTC), as per Mines Vocational Training Rules, 1966 including amendments thereof which shall meet the statutory requirements of the DGMS and other Governmental Agencies. HPGCL shall impart the statutory training as per the Mine Vocational Training Rules, 1966 including amendments thereof to the personnel engaged in the mining activities at the Site at the cost of MDO. The MDO shall extend necessary support in this respect at the cost of MDO.

The MDO shall comply with the Applicable Laws with respect to medical examination of person employed or to be employed.

The MDO shall construct the required infrastructure facilities like VTC building and shall be responsible for maintenance of the VTC building including all consumables of VTC.

MDO shall carry out IME/PME of all the persons to be employed in Mines including MDO's employees and its Contractors.

The MDO shall prepare Safe Operating Procedures (SOP) for all the activities and implement it after getting such SOP vetted and approved by Manager/Mines.

25.1.4 The MDO shall provide and maintain adequate lighting, fencing,

communications system, dust suppression and other facilities, wherever required, within the premises of the Mines for proper execution of work and protection of such facilities for the safety of employees and public.

- 25.1.5 The MDO shall arrange and provide all the employees deployed by the MDO with personal protective equipments such as helmets, footwear and other safety appliances and devices required to carry out the work in the mines. The MDO shall further ensure that its employees and other deployed person(s) use such personal protective equipment, during the course of their work in the Mines. The MDO shall not, under any circumstances, pay cash in lieu of such personal protective equipment.
- 25.1.6 The MDO shall provide adequate and appropriate rest shelters, first aid station, ambulances, fire stations, fire hydrants, drinking water and other facilities/amenities at conspicuous places as required under the Applicable laws, Applicable Permits and other statutory requirements, Standard Industry Practice for ensuring safety, health and welfare of the employees other persons, as may be deployed directly or indirectly by the MDO, for working in the Mines in accordance with the provisions of this Agreement.
- 25.1.7 The Mine Developer and Operator acknowledges and agrees that HPGCL/DGMS/ any Authorities shall be entitled to inspect the Mines to verify adherence to Safety Requirements and the Mine Developer and Operator shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.
- 25.1.8 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that the DGMS and other appropriate Government Instrumentalities shall be entitled to issue directions to HPGCL and the Mine Developer and Operator for complying with the provisions of the Mines Act, 1952 and the rules made there under and such directions shall be binding on them.
- 25.1.9 The MDO shall conform to the Mining Plan(s) in terms of the boundaries of the mining area, the internal and external dumping locations and the progress of the mine. The MDO shall ensure sufficient width of working benches to provide space for mining Equipment to work, systematic progress of the mining front, optimal height and width, alignment and grade of haul roads and ramps, optimal backfilling arrangements and safe dump profile. The development and operations of the mines shall conform to the Mining Plan, DGMS stipulations and accepted Standard Industry Practices. The same shall be liable to be regularly assessed and monitored by the Independent Engineer and HPGCL in terms of the Coal Mining Agreement.
- 25.1.10 The MDO shall ensure that the slope of the mine pit and dump meets the statutory Safety Requirements. The MDO shall always maintain the overall profile of the mine in all respects in conformity to the approved Mining Plan and other statutory stipulations. The MDO shall ensure the stability of slope of the mine pit and dump and shall carry out Scientific Study as per the stipulations of DGMS. MDO shall deploy suitable Slope monitoring system as recommended in the Scientific Study. The MDO shall strictly adhere to the DGMS stipulations/directions/circulars at

its own cost. The working places on the dump shall be maintained in safe and tidy condition at all times, with adequate watering for dust suppression. The MDO shall follow all DGMS stipulations with respect to dump height and other safe OB dumping practices.

- 25.1.11 The MDO shall comply with the provisions of any legislation or regulations relating to the mining and with any directions from time to time given by the HPGCL's Representative/ Mine Manager or his officials in accordance with the statutory obligations imposed under any Mining Statute.
- 25.1.12 At all times, the MDO shall ensure their Safety officer, Assistant Safety Officer, medically trained personnel with a valid first aid certificate of a standard of St. John's Ambulance Association (India) or any other institution conforming to the standards as notified in the gazette of India notification No. CG-BR-E-04082021-228734, dated 04.08.2021 or subsequent Notifications, are present at Site to ensure adherence to safety program, attend any accidents that may occur at Site and comply with Applicable Laws or requirement of any Authority with respect to safety at Site.

25.2 Guiding principles

- 25.2.1 Safety Requirements aim at zero harm potential with reduction in injuries, loss of human life and damage to property resulting from accidents in the Mines and Equipment, irrespective of the person(s) at fault.
- 25.2.2 Persons employed in the Mines include all personnel (whether direct or indirect employees of the MDO, employees of its Contractors, visitors, others) of the Mine Developer and Operator and HPGCL working on the Project.
- 25.2.3 Safety Requirements shall apply to all phases of development, construction, Operation and Maintenance of the Mines with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- 25.2.4 Safety Requirements include a Safety Management System comprising of Safety Management Plan, Principal Hazard Management Plan, Disaster Management Plan, a Structured and Scientific Emergency Response & Evacuation Plan etc., for reduction of, or wherever possible, mitigation of risks arising out of different operations and also principal/ major mining hazards inherently present in the Mines.
- 25.2.5 The Mine Developer and Operator shall ensure that all personnel (whether direct or indirect employees of the Mine Developer and Operator, employees of Contractors, visitors, others) within the Site shall at all times wear adequate personal protective equipment.
- 25.2.6 The liability of any accident (major or minor) and fatalities within the Mines pertaining to the works carried out by the MDO shall be on the Mine Developer and Operator. The Mine Developer and Operator shall indemnify HPGCL for any loss suffered due to such accident or fatalities.

25.3 Safety Officer:

- 25.3.1 The MDO shall, prior to commencement of mining operation, engage a person

as the MDO's safety officer ("Safety Officer") in accordance with the provisions of Regulation 29 of CMR, 2017. The Safety Officer's name is to be informed to HPGCL, in writing, prior to the Commencement of mining operation. The Safety Officer shall have a sound knowledge of:

- a) any laws or regulations relating to mining and specific requirements for the conduct of the MDO contained in this Agreement;
- b) workplace health and safety prevention practices;
- c) accident investigation procedures.

25.3.2 The MDO shall ensure that the Safety Officer, in addition to discharging the duties specified in regulation 44 of CMR, 2017, also:

- (i) advise the MDO and HPGCL on health and safety matters;
- (ii) implement the MDO's Safety Management Plan;
- (iii) regularly inspect the workplaces at the Site to detect unsafe conditions and practices;
- (iv) ensure unsafe conditions and practices at the Site are noted and brought to the attention of persons responsible for corrective action without delay;
- (v) conduct safety audits of the plans and procedures in place for the Site and recommend and implement improvements as necessary;
- (vi) maintain records of inspections, safety audits and corrective action taken;
- (vii) comply with reasonable mine reporting procedures advised from time to time by HPGCL;
- (viii) conduct regular risk assessments and implement safe procedures derived from this process prior to MDO's personnel engaging in unusual tasks or jobs.
- (ix) Submit statutory returns, Notices and shall maintain statutory records as required by HPGCL.

25.4 Responsibilities

25.4.1 Without limiting the generality of the foregoing provisions and to ensure there is compliance with all Applicable Laws and Standard Industry Practice, the MDO acknowledges and agrees that:

- (a) the MDO shall ensure that all MDO's personnel on the Site travel only in vehicles in which adequate seating and efficient and well maintained seatbelts have been provided for the number of persons using the vehicle and that passengers shall not ride in the trays of trucks or utilities operated by the MDO's personnel except in properly constructed and enclosed seats fitted with seatbelts.
- (b) the MDO and its personnel shall ensure the use of protective clothing and equipment including safety spectacles of a type approved by HPGCL/Statutory Authority in nominated areas and that persons who require prescriptions safety lenses shall make prior arrangements to protect their eyes; in accordance with the requirements of any Applicable Law or Authority and any other rules and

regulations governing measures to ensure safety on the Site;

- (c) the MDO shall ensure that all MDO's personnel attend a safety induction session conducted by the Safety Officer where safety rules, regulations, safety policies and details of mine Emergency are explained during a session comprising a minimum duration of two (2) hours or such longer period as may be required by Applicable Law. The MDO acknowledges and agrees that the following items shall be at the minimum shown and discussed:
- i. Issue and instruction in the contents of the "MDO Safety Handbook"
 - ii. Explanation of general methods of work
 - iii. Basic first aid and resuscitation
 - iv. Manager's traffic rules
 - v. Use of firefighting appliances
 - vi. Emergency procedures
 - vii. Communications systems
 - viii. Introduction to mine environment and potential hazards
 - ix. Isolation and danger tag procedures
 - x. Basic lifting training
 - xi. Introduction to assigned work area and job
 - xii. Handling of electrical appliances
- (d) the MDO shall fully comply with any relevant Statutes or Authority requirements relating to mining where blasting is to take place;
- (e) the MDO shall maintain all Plant and Equipment in a safe condition. Unsafe Plant and Equipment shall be removed from the Site;
- (f) the MDO shall control hazardous substances by abiding with any Applicable Laws or requirements of Authorities;
- (g) where the MDO's employees work outside daylight hours or in dark conditions, the MDO shall provide suitable and sufficient lighting and any other facilities necessitated by carrying out work in naturally dark conditions. The lighting shall conform to the provisions of Applicable Law; also, the Persons engaged inside the mine during dark hours shall wear reflective jacket so that they can easily be spotted by Equipment operators in night shift.
- (h) the MDO shall prepare Safe Operating Procedures (SOP) for all the activities and implement it after getting such SOP vetted and approved by Manager/Mines.
- (i) the MDO shall ensure that SOP for Site welding and flame cutting is established and adhered by the MDO's personnel. Records of hazardous area checklists are to be maintained in the MDO's Site office;
- (j) the MDO shall ensure that all gas cutting and heating equipment is

inspected to ascertain correct operation and conditions prior to arrival on the Site;

- (k) the MDO shall ensure that every sling, lifting chain and shackle provided by the MDO and its personnel shall be clearly marked with its safe working load, as advised by the relevant manufacturer. MDO's personnel shall, before using a sling, lifting chain or shackle, examine it for defects. If a defect which is likely to affect the continued safe use of a sling, lifting chain or shackle is discovered at any time, then the MDO shall ensure that the sling, lifting chain or shackle as the case may be, shall be withdrawn from use and destroyed to prevent further use;
- (l) The MDO shall provide first aid facilities at the Site that comply with the statutory requirements;
- (m) The MDO shall comply with the DGMS (Tech.) circular 06/2020 dated 27.02.2020 (or subsequent circulars) with respect to minimum design requirements for various safety features to be incorporated in HEMM/ Heavy or Light vehicle to be deployed in the Site.
- (n) The MDO shall ensure that all MDO's personnel understand and comply with the above requirements as if they were the MDO referred to in these provisions.
- (o) The MDO & its Contractors including its supplier, manufacturer and designers shall comply with regulation 39 & regulation 38 of CMR-2017 respectively, subsequent amendments and other applicable mining laws/statutes .
- (p) The MDO shall ensure all statutory safety precautions whenever the Equipment/vehicles cross HT/LT lines of any public utilities or of the mine within/outside the Mine Site.

25.4.2 Prior to the commencement of mining, the MDO's Representative(s) shall meet HPGCL's Representative/Mine Manager to review and discuss:

- a) Safety Management Plan to be submitted to DGMS;
- b) Submission of manpower list along with police verification, Aadhaar number etc.;
- c) IME/Vocational Training for workers before engagement for mining operation.
- d) the MDO's safety program and plan;
- e) accident/Incident reporting and recording procedures;
- f) management of injury situations;
- g) job specific risk assessment and analysis;
- h) safety of both MDO's & Contractors' workmen;
- i) a process for the management of substance abuse;
- j) other matters related to the safety of the job.

25.4.3 **Notification of all dangerous occurrences, accidents or incidents:** In addition to regulation 8 of CMR-2017, the MDO shall:

- i. Ensure accurate and timely notification, by telephoning immediately (with

a confirmatory facsimile) details of all dangerous occurrences, accidents or incidents to HPGCL's Representative, is made after the occurrence of serious accidents or incidents on the Site. The MDO shall provide the following information:

a) Personal Accidents (dangerous occurrences, fatalities, serious injuries or hospitalizations):

- date and time of dangerous occurrences, accident
- name of employee involved and basic personal details (age, employment classification etc)
- brief description of how the dangerous occurrence and the accident had occurred
- details of injuries
- anticipated period of time off work
- any other detail desired by HPGCL
- details of compensation and other liabilities, as per the prevalent laws

b) Equipment Damage Accidents (impacting production):

- date and time of accident
- name of employee involved and basic personal details (age, employment classification etc.)
- brief description of how the accident occurred
- details of damage
- an estimate of repair costs
- an estimate of downtime of the Equipment

c) Any damages or obstruction at Site.

d) Disablement of any element of the Mines during operation thereof.

- ii. ensure the Site has Emergency response plans which define the appropriate responses and personnel to be contacted in an Emergency and ensure that the Senior Supervisor or the Site Manager responsible for health and safety at a location on the Site where an Emergency occurs will coordinate and take charge of any rescue, recovery and repair operation and will ensure that complete co-operation is provided to the Government Authorities required to investigate the incident.
- iii. Report all dangerous occurrences, serious or potentially serious accidents or incidents to HPGCL in the standard format immediately. Investigation reports are to be completed within forty-eight hours and incidents shall be fully investigated by the MDO. The MDO shall submit accident reports to HPGCL and other Statutory Authorities.
- iv. The MDO shall record and submit all near miss incidents to HPGCL on or before 7th day of every succeeding month or as and when required.
- v. Assist HPGCL in furnishing notice of dangerous occurrences, accident

to DGMS/Authority as per Applicable Law.

25.4.4 Notice of Disease

Where any person employed by MDO & its Contractors in the mine, contracts any disease notified by Govt in the Official Gazette under section 25 of the Mines Act, the MDO shall inform HPGCL immediately.

25.4.5 Safety Performance Reporting

25.4.5.1 After commencement of mining operations, the MDO shall provide HPGCL before 7th day of every month or at the times reasonably required by HPGCL a report (“**Monthly Safety Report**”) that details the following and any other requested information in relation to the activities on the Site:

- a) Number of employees in the previous month employed at the Site;
- b) Aggregate number of hours of employment in the previous month of such employees;
- c) Number of accidents which caused lost time during the previous calendar month at the Site;
- d) Frequency rate of lost time accidents at the Site for the month and a description of the same including days lost;
- e) Number of equipment damage accidents at the Site greater than INR 1,00,000/- in cost during the previous calendar month;
- f) Frequency of equipment damage accidents at the Site for the month and a description of these including cost;
- g) Number of accidents at the Site requiring a referral to a doctor for the previous calendar month;
- h) Frequency rate of accidents at the Site requiring a referral to a doctor for the month;
- i) Number of minor injuries at the Site for the month;
- j) Frequency rate of minor injuries at the Site for the month;
- k) Number of days lost from continuing injuries at the Site carried over from the previous month(s);
- l) Number of near misses or significant incidents at the Site for the month;
- m) Details of new initiatives/measures taken by MDO for avoiding/minimizing such incidents/ accidents in future and safety achievements at the Site in the month.
- n) Minutes of meeting of Pit Safety Committee and Inspection Report of Workman Inspector and DGMS officials.

Report on compliance with the recommendations/instructions of the Pit Safety Committee, Workman Inspector, DGMS officials and other officials of HPGCL/Govt. Authorities.

25.4.5.2 After commencement of mining operations, the MDO shall submit to the HPGCL before the 15th (fifteenth) day of January of each calendar year, an annual report (in ten copies) containing, without limitation, a detailed list and analysis of all accidents of the preceding calendar year and the measures taken by the MDO for averting

or minimizing such accidents in future ("Annual Safety Report").

25.4.6 Fire Protection

In addition to compliance to the provisions for Precautions against Fire prescribed in CMR-2017, the MDO shall be responsible for furnishing and maintaining fire protection for the Site which complies with all applicable codes and regulations. The MDO shall provide a suitable, reliable and adequate firefighting system by way of water pipeline/ fire hydrant line with firefighting hydrant points at various strategic locations along the coal face and the coal stock yards. In addition to this, fire extinguishers of different types such as CO₂ type, foam type, dry chemical powder type and soda acid type, suitable for industrial use shall be provided at different required locations to combat all types of fire. The MDO shall also provide fire hydrants and firefighting facilities at vantage points like workshops, fueling facilities, mine offices, stockpiles etc., within the Site. The MDO shall construct and maintain a central fire control room. The required number of fire tenders is to be provided and made available in the fire control room. Sufficient trained staff is to be available to cover the full work schedule. Any incident of fire or smoke and use of this firefighting equipment must be reported to HPGCL immediately.

25.4.7 Alcohol and illegal substance control:

The MDO shall strictly adhere to the provisions of rule 81 of Mines Rules-1955. The MDO shall implement and maintain an alcohol and illegal substance control program for its employees. Employees who violate the program shall be immediately removed and barred from working on the facility or at the Site. The MDO shall ensure that none of its employees or agents/ employees or agents of its Contractors possess or use alcoholic beverages, illegal drugs or drug paraphernalia while on HPGCL property or come onto HPGCL's property while under the influence of alcohol or illegal drugs.

25.4.8 Disaster Management Plan

The MDO shall prepare a Disaster Management Plan. All employees of the MDO shall be exposed to such Disaster Management Plan and mock rehearsals in this regard shall be conducted from time to time. The MDO shall follow the provisions of regulation 252 of the CMR-2017.

25.4.9 Danger Alarm, Signaling and Public Address System

The MDO shall provide suitable alarm, signals and public address system to caution its employees from imminent dangers. All employees of the MDO and HPGCL shall be made aware of such signals so that timely evacuation can be made.

25.5 Safety measures during Development, Construction and Operation Period

- i. The Mine Developer and Operator shall provide to the HPGCL's safety officer, in four copies, the relevant Drawings containing the design details that have a bearing on safety of users (the "Safety Drawings"). Such design details shall include the design of the Mines, and other such installations along with other incidental or consequential information. The HPGCL's safety officer shall review the design details and forward three

copies

of Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to HPGCL and the MDO within 15 (fifteen) days of the receipt thereof.

- ii. The design details shall be compiled, analyzed and used by the MDO's Safety officer for evolving a package of recommendations consisting of safety related measures for the Mines.
- iii. The MDO shall make adequate arrangements during the Contract Period for the safety of workers and other users of the Site in accordance with Applicable Laws and Standard Industry Practice for safety in mine, and notify HPGCL/Mine In-charge about such arrangements.
- iv. The Mine Developer and Operator in consultation with the safety officer will prepare the Safety Management Plan under regulation 104 of CMR-2017, Standard Operating Procedures, Principal Hazard Management Plan, Emergency Response Plan and other such plans required as per the statute.

25.6 Safety Audit

25.6.1 By HPGCL:

- a) Once every quarter, a safety audit shall be carried out by HPGCL. It shall review and analyze the Monthly Safety Reports and accident data of the preceding quarter, and undertake inspection of the Mines. HPGCL shall provide a "safety report" recommending specific improvements, if any, required to be made in the Mines and Equipment. Such recommendations shall be implemented by the Mine Developer and Operator in accordance with Safety Requirements, Specifications and Standards and Applicable Laws in a time bound manner as specified by HPGCL in the recommendations. For the avoidance of doubt, the Parties agree that not more than 5 (five) months shall elapse between two safety audits to be conducted by HPGCL hereunder.
- b) Such a safety audit conducted by HPGCL shall not relieve or absolve the Mine Developer and Operator of its obligations and liabilities under this Article in any manner whatsoever. The MDO shall implement the recommendations of Safety audit at its own cost and expense.

25.6.2 By independent agency:

- a) Once in every three years, a safety audit shall be carried out by an independent expert (third party agency) appointed by HPGCL. The Safety Reports submitted by independent expert shall be forwarded to the Mine Developer and Operator and the Independent Engineer forthwith.
- b) The Mine Developer and Operator shall endeavor to incorporate the recommendations of the Safety Report in the design of the Mines, as may reasonably be required in accordance with Mining Plan, Applicable Laws, Applicable Permits, guidelines/circulars of Directorate General of Mine Safety, Specifications and Standards, and Standard Industry Practice. If the Mine Developer and Operator do not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to HPGCL forthwith.

- c) Without prejudice to the provisions of paragraph a) & b), the Mine Developer and Operator and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send comments there on to HPGCL, and no later than 15 (fifteen) days of receiving such comments, HPGCL shall review the same along with the Safety Report and by notice direct the Mine Developer and Operator to carry out any or all of the recommendations contained therein with such modifications as HPGCL may specify. The decision of HPGCL shall be final and binding on MDO.
- d) The cost incurred by HPGCL for conducting Safety audit by independent agency shall be recovered from MDO. The MDO shall implement the recommendations of Safety audit at its own cost and expense.

25.7 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements including the cost for carrying out safety audit by independent agency, fulfilling the requirement/ shortcomings of DGMS inspection, Govt. Authorities, compliances of statutory permissions/ clearances shall be borne by the Mine Developer and Operator.

ARTICLE-26
SECURITY OF THE MINES

26.1 Security of the Mines

- 26.1.1 The Mine Developer and Operator shall at all times be solely responsible and liable for the overall safety and security of the project and shall install security and surveillance Equipment in conformity with Applicable Laws and Standard Industry Practice to ensure the safety and security of the personnel (both HPGCL's & MDO's), Site, approach road and coal transportation road, Equipment, diesel, coal stockyard, delivery of coal till the Delivery Point.
- 26.1.2 At any time, HPGCL reserves the right to frame Standard Operating Procedure (SOP) for security inclusive of the conditions specified in clause 26.2 below or evaluate and modify any condition specified at clause 26.2 and the same will not be considered under "Change of Scope". The MDO may suggest for improvement of such SOP but the decision of HPGCL shall be final and binding on MDO. The MDO shall scrupulously follow such new SOP or modified conditions prescribed by HPGCL and shall abide every instruction of HPGCL/ Government agencies for real time monitoring of transportation/carrying of coal to coal stockyard, coal transportation along approach road, coal transportation road (by end users) and transportation of coal to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding by the MDO to check pilferage of coal and to ensure safety/security during the transportation.
- 26.1.3 The MDO shall establish a fenced Site for Site security. HPGCL shall maintain a log of all personnel on Site. Gate passes shall include a Site I.D. issued by HPGCL. All employees (MDO's, MDO's Contractors, HPGCL's etc.,) and visitors shall be required to carry or wear an I.D. issued by HPGCL at all times when on Site. No visitor shall be allowed on Site without the HPGCL's Approval. Following shall be ensured by the MDO in respect of security of the Site.
- a. The MDO and its Contractors, if any, shall provide distinctive colours or markings on their employees' hard hats or overalls.
 - b. All visitors shall conform to established check-in procedures of HPGCL and shall not leave the guardhouse holding area until provided an escort, hard hat, safety glasses and other Personal Protective equipment.
 - c. Vehicle gate passes shall be issued on a limited and regulated basis to control the Site congestion. Vehicles shall be subject to search on entry and exit of the Site.
 - d. The MDO shall comply with any special security requirements required by HPGCL at its own cost and expense.
- 26.1.4 The Mine Developer and Operator shall ensure at all times that the Coal excavated by it shall be transported only by duly authorized personnel and vehicles on the routes notified by HPGCL in consultation with the Independent Engineer and Mine Developer and Operator.

- 26.1.5 The Mine Developer and Operator shall ensure that the loading and movement of such vehicles shall be supervised and monitored in accordance with Standard Industry Practice and the SOP framed for the purpose.
- 26.1.6 The Coal excavated by the Mine Developer and Operator shall be stored only in the areas designated for this purpose in accordance with the provisions of this Agreement and any modification in the designated areas shall be undertaken only with the prior written consent of HPGCL.
- 26.1.7 The MDO is responsible for the security of coal stocked at the Coal Depot(s)/stockyard(s) and at the Railway Siding(s) until Delivery of the Coal.

26.2 Installation of Security Equipment

26.2.1 Geo-fence:

- i. The MDO shall create a Geofence boundary along actual project boundary, coal stockyard, coal transportation route upto project boundary and any other facilities as required by HPGCL in consultation with Mine In-charge. In case, geo-fencing is not possible at any point of time, the MDO shall request Mine In-charge for exempting the same.
- ii. The MDO shall not carry out any changes in the Geo fence boundary without prior Approval of Mine In-charge.
- iii. The MDO shall ensure vehicles introduced within Geo-fence mine boundary are fitted with GPS/ GPRS and RFID tag and shall submit the details of all vehicles plying in the mines.
- iv. The MDO shall obtain written permission of Mine In-charge for deployment of vehicles for the purpose of coal transport either through MDO's vehicles or Contractor's vehicles, so that no violation of Geo Fenced boundary is recorded for the authorized vehicles.
- v. The MDO shall monitor movement of the vehicles carrying coal in the control room established at Site to record violation of Geo Fencing / route and initiate action upon such violations.
- vi. The MDO shall submit daily report of violation of Geo Fence / route to the Independent Engineer and Mine In-charge along with Action Taken Report both in digital format and in bound page format.
- vii. Inclusion and exclusion of the vehicles into or out of Mines under Geo Fences shall be necessarily with the permission of Mine In-charge including temporary withdrawal for repair/maintenance etc.

26.2.2 CCTV:

- i. The MDO shall install CCTV cameras at all the Weighbridges, at all strategic points like entry and exit points of mine, mine offices, workshops, stores, diesel bunk area, Coal stockyard, explosive magazine, along approach road and coal transportation road with monitors at HPGCL's office and MDO's premises in consultation with HPGCL. The locations and numbers of CCTV shall be decided by HPGCL and the decision of HPGCL shall be final and binding.

ii. Specifications of CCTV cameras:

The MDO shall install high resolution IP night vision CCTV 360° cameras with Anti-Static and Teflon coating so as to detect the details of person, vehicle no. etc. The MDO may also install advanced versions of CCTV cameras to suit the requirement from time to time.

- iii. The MDO shall construct a central control room by integration of all the CCTV through networking to monitor the entire operations. The Representatives of HPGCL, the Independent Engineer and MDO shall monitor the operation through this facility.
- iv. All recording on such surveillance systems shall be classified and stored by the MDO for a period of at least 3 (three) months from the date of such recording.
- v. The central control room shall have mirroring facilities with monitors & such other systems at HPGCL's Site office, Independent Engineer's office for real time monitoring of activities from HPGCL's office.
- vi. The MDO shall monitor the entire Site to record any illegal activities and initiate action upon any violations.
- vii. The MDO shall submit daily report of any illegal activities to the Independent Engineer and Mine In-charge along with Action Taken Report.

26.2.3 Weigh bridges & Coal stockyard:

- i. The MDO shall construct 1.80 m high masonry compound wall with double row barbed wire fencing of 0.60 m height to protect the coal stockyard.
- ii. The MDO shall ensure every Weigh Bridge & coal stockyard is equipped with CCTV cameras.
- iii. The MDO shall install automated boom barriers with a system to read RFID of the vehicles to prevent unauthorized entry and exit of vehicles from the coal stockyard.
- iv. The MDO shall install such facility to capture the registration number of vehicles, details of driver without manual interference. The MDO shall share the data with the Independent Engineer and Mine In-charge.
- v. The MDO shall submit daily report to the Independent Engineer and Mine In-charge of any violations/ pilferage at coal stockyard along with Action Taken report.
- vi. Usage of drones (Aerial Survey Methods) and its applications should be implemented for surveillance of abandoned, reclaimed and future mining areas.

26.2.4 GPS/GPRS:

- i. All the vehicles plying in the mines (MDO's & its Contractor's) shall be equipped with Real time tracking/RFID and GPS/GPRS facility.
- ii. The Mine Developer and Operator shall, for real time monitoring of the movement of dumpers, trucks, excavators and other Equipment, install and operate a suitable "Operator Independent Truck Dispatch System".

- iii. The Contractors, if any deployed by MDO for transportation of coal should be directed to ensure fitment of above devices in their vehicles and proper functioning of the same.
- iv. The MDO shall maintain record of availability and functioning of above system in all the vehicles including its Contractor's vehicles.
- v. The MDO shall submit daily report to the Independent Engineer and Mine In-charge on working of the system, any repairs/ replacements, any violations in GPS/ GPRS tracking along with Action Taken report.

26.2.5 Other conditions:

- i. The MDO shall ensure effective use and proper functioning of all the Security Equipment by authorizing responsible officer having sound technical background.
- ii. The MDO is responsible for installation, operation and maintenance of all the Security Equipment.
- iii. In order to ensure functioning of above Security devices, timely action for repairing/ replacements shall be taken by MDO.
- iv. The MDO shall synchronize RFID & GPS facility, Boom Barrier data with Vehicle Management System software.
- v. The MDO shall maintain the monitoring data in decentralized server system.
- vi. The MDO shall deploy security Equipment, engage sufficient numbers of security guards and take such other measures as may be necessary to protect the personnel (HPGCL's & MDO's), Site, prevent theft of Equipment, diesel, coal from stockyard, along approach road, coal transportation road to transport coal to the Railway Siding(s) and shall launch criminal proceedings in case of any violations.
- vii. The MDO is responsible for the implementation of all applicable Governmental regulations in respect of security and shall construct such facility as required by Statutory Authorities, Government Authorities, HPGCL.
- viii. Any breakdown/ breach of security Equipment or in case of maintenance, the MDO shall forthwith report such incidents to HPGCL, the Independent Engineer along with time required to rectify such breakdown/ breach or maintenance. The MDO shall furnish Action Taken Report every fortnight till such breakdown/ breach is made good or maintenance is carried out.
- ix. The MDO shall provide online access to all the security data, live CCTV coverage, vehicle management data etc., to HPGCL and Independent Engineer through mirroring facilities.
- x. HPGCL may at its costs and own discretion deploy its own security personnel at the mine, exit & entry gate and at any other strategic locations like Delivery Point etc. and to monitor the coal dispatch in addition to MDO's responsibility & obligations under this Agreement. These security personnel and agencies deployed by the MDO shall at all times co-operate and maintain cordial relations with the

security personnel and agencies appointed by HPGCL. Deployment of security personnel or failure to deploy as aforesaid by HPGCL shall not be deemed to be a waiver of the rights of HPGCL nor shall release or discharge the MDO from its obligations or liabilities under this Agreement.

- xi. The overall mine security shall be under the control of HPGCL's Mine Manager. The entry of personnel of MDO, its Contractors, Equipment, machinery etc., shall be with permission of Security Incharge of HPGCL. All personnel (MDO/ its Contractors/ visitors) shall carry ID issued by HPGCL's Mine Manager or Security Incharge or its Representative. The permit for dispatch/ logistics trucks at all entry points & exit points shall be provided & regulated by HPGCL. HPGCL shall frame SOP for the entry/exit of personnel, Equipment, machinery and dispatch of coal and other minerals, logistic trucks which shall be followed by MDO & its Contractors.

26.3 Prevention of coal theft:

26.3.1 Custody of the coal passes from MDO to HPGCL at the Delivery Point. At all stages and locations prior to the passing over of the custody of coal, the MDO is responsible for ensuring that no coal is stolen or otherwise lost through illegal means. This includes coal stolen by inter alia:

- a. Persons gaining access from outside the mine site
- b. Employees of MDO who either divert coal to others or by themselves.

26.3.2 In case MDO fails to prevent theft of coal, HPGCL reserves right to impose penalty on MDO. The penalty shall be levied on quantity of coal lost/ theft. The quantity of coal lost/ theft shall be deduced after quarterly reconciliation of coal stock, quantity of coal delivered and quantity of coal dispatched in line with provisions of clause 35.4. The penalty shall be levied at the rate of twice the Representative Price based on National Coal Index published by MoC for the equivalent grade of coal. For the purpose of imposing penalty, the equivalent grade of coal means the highest grade of coal produced during that particular month. Occurrence of such events repeatedly for three times in a year, shall constitute a Mine Developer and Operator Default and HPGCL reserves the right to terminate this Agreement.

26.4 Role of MDO with respect to security at weighbridges

26.4.1 MDO shall install weighbridges in accordance with provisions of this Agreement. The following security measures shall be followed by MDO at weighbridges:

A. Trucks carrying coal from coal stockyard to Railway Siding(s) / Loading point near mine site:

- i. All the empty trucks entering the coal stockyard shall be weighed on electronic/unmanned weighbridge. The tare weight with time & date, with instant picture of the vehicle shall be recorded for each trip. The tare weight of the vehicle shall be announced automatically through audio system.
- ii. After loading of coal in the coal stock yard, the coal carrying trucks shall

beweighed on electronic/unmanned weighbridge. The gross weight with time & date with instant picture of the vehicle shall be recorded for each trip. The gross weight of the vehicles shall be announced automatically through audio system.

iii. Similarly, before delivering the coal at Railway Siding(s), loaded trucks shall be weighed at the Railway Siding(s) end also, if warranted by the Mine In-charge for reconciliation purpose.

26.4.2 The CCTV cameras positioning shall be in such a way that weigh bridge staff can see positioning of the truck, number plate, driver's cabin & loaded area from his seat on the monitor placed in his cabin.

26.4.3 Install such facility to capture the registration number of vehicles, details of driver without manual interference.

26.4.4 Provisions shall be made for display of Weighment outside the cabins such that nobody shall be allowed to enter in the cabin to avoid any outside influence.

26.4.5 Usage of drones (Aerial Survey Methods) and its applications shall be explored for coal stock measurements at Coal Depot/coal stockyard.

26.5 Standard Operating Procedure for weighment/measurement

The Standard Operating Procedure for weighment/measurement of coal shall be formulated by HPGCL in consultation with the Independent Engineer. The MDO shall strictly follow the same.

26.6 Expenditure on Security Requirements

All costs and expenses arising out of or relating to Security Requirement mentioned in this Agreement shall be borne by the Mine Developer and Operator.

ARTICLE-27
MONITORING OF OPERATION AND MAINTENANCE

27.1 Monthly status reports

27.1.1 During the Contract Period, the Mine Developer and Operator shall, no later than 7 (seven) days after the close of each month, furnish to the Independent Engineer and HPGCL, a monthly report stating in reasonable detail, the condition of the Mines and Equipment including their compliance or otherwise with the O&M obligations, Mining Plan(s), Maintenance Requirements, Maintenance Manual, Maintenance Program, Safety Requirements, fulfillment of security obligations as per this Agreement, OB removal, Coal excavation, coal dispatch etc., and shall promptly give such other relevant information as may be required by the Independent Engineer and HPGCL. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. The Monthly status report shall also contain detailed status of Land Acquisition, obtaining physical possession of land, structure measurement, disbursement of compensation as per R&R Plan and as required by the Independent Engineer and HPGCL.

27.1.2 During the Operation Period, the Mine Developer and Operator shall, no later than 10 (ten) days after the close of each month, furnish to the Independent Engineer and HPGCL, a Monthly Management Report which shall be a summary of:

- (a) Project Milestones achieved in the month, along with an analysis of reasons for failures, if any, and proposal to remedy the same;
- (b) key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance; and
- (c) key financial parameters for the month, as benchmarked against the monthly budget, the reasons for shortfall, if any, and proposal to remedy the same.

27.2 Reports of unusual occurrence shall be submitted by the MDO as per the provisions of Article-25.

27.3 Inspection

The Independent Engineer shall inspect the Mines, facilities and Equipment at least once a quarter. It shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the O&M obligations of MDO, fulfillment of statutory obligations, Maintenance Planning, Maintenance Requirements, Maintenance Manual, the Maintenance Program and Safety Requirements and any other matter referred to it by HPGCL, and send a copy thereof to HPGCL and the Mine Developer and Operator within 7 (seven) days of such inspection.

27.4 Tests

For determining that the Mine, facilities and Equipment conform to the Maintenance Req

requirements, the Independent Engineers shall require the Mine Developer and Operator to carry out, or cause to be carried out, Tests specified by it in accordance with Standard Industry Practice. The Mine Developer and Operator shall, with due diligence, carry out or cause to be carried out all such Tests in accordance with the instructions of the Independent Engineer and furnish the results of such Tests forthwith to HPGCL and the Independent Engineer. One half of the costs incurred on such Tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by HPGCL to the Mine Developer and Operator.

27.5 Remedial measures

- 27.5.1 The Mine Developer and Operator shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the Test results referred to in Clause 27.4 and furnish a report in respect thereof to the Independent Engineer and HPGCL within 15 (fifteen) days of receiving the O&M Inspection Report or the Test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Mine Developer and Operator shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.
- 27.5.2 The Independent Engineer shall require the Mine Developer and Operator to carry out or cause to be carried out Tests, at its own cost, to determine that such remedial measures have brought the Mines, facilities and Equipment into compliance with the provisions of this Agreement, Mining Plan, O&M obligations, Maintenance Requirements, Safety Requirements etc., and the procedure set forth in this Clause 27.5 shall be repeated until the Mines and Equipment conform to the Maintenance Requirements, Maintenance Manual, the Maintenance Program and Safety Requirements etc. In the event that remedial measures are not completed by the Mine Developer and Operator in conformity with the provisions of this Agreement, HPGCL shall be entitled to recover Damages from the Mine Developer and Operator under and in accordance with the provisions of Clause 24.8.

27.6 Production and Delivery Statements/Reports

After commencement of mining operations, the Mine Developer and Operator shall furnish to HPGCL all the reports and statements related to the operation and maintenance of the Mines and details required for submission of documents and reports to statutory bodies. The Mine Developer and Operator shall also furnish to HPGCL such other information as HPGCL may reasonably require, at specified intervals, in discharge of its statutory functions.

27.7 Measurement of excavation and Stockpile of Coal

- 27.7.1 On or before COD, the Independent Engineer shall measure, or cause to be measured, by using either total station survey and suitable software or laser technology (the "Laser Measurement"), the stockpile of Coal and Overburden at the Mine, and shall convey forthwith to HPGCL such particulars thereof as HPGCL may reasonably require. The date and time for total station survey or Laser Measurement shall be notified by the Independent Engineer, no less than 1 (one) week in advance, to the Mine Developer and Operator and HPGCL, and HPGCL may, in its discretion, designate its representative to witness such measurement

or may carry out its independent measurement also. Cost of Total station survey or Laser Measurement will be borne by MDO.

27.7.2 The Independent Engineer shall, once every Operating Year, on or before the commencement of each Operating Year, repeat the total station survey or Laser Measurement in accordance with the provisions of Clause 27.7.1 Monthly reconciliation of Coal excavated from the Coal Mine with Coal received at Delivery Point plus Coal lying at the Coal Stockyard shall be done with applying suitable density correction factor.

27.7.3 In the event that the quantity of Coal received at the Delivery Point along with quantity of Coal stocked at Coal Depot / Stockyard during any Accounting Year falls short of the quantity of excavation, as determined by Laser Measurement, for and in respect of that Accounting Year, the MDO shall pay to the HPGCL, Damages as set forth in the table below, which amount shall be recovered from the monthly bill of MDO.

Quantity Shortfall = quantity of coal excavated - quantity delivered at Delivery Point - quantity of coal stocked at coal depot.

Quantity shortfall as % if the Quantity of Coal excavated	Damages payable
Up to 2 %	100% of Mining charge per ton of coal X Quantity Shortfall*
More than 2 % and less than or equal to 5%	125% of Mining charge per ton of coal X Quantity Shortfall
More than 5%	150% of Mining charge per ton of coal X Quantity Shortfall

27.7.4 The parties agreed that the conversion of volumetric content to weight of Coal in different stacks shall be done in accordance with the relevant standard industries practices.

27.7.5 The Parties also agree that in the event of a Dispute relating to the procedure and outcome of any tests or measurements conducted hereunder, the Dispute shall be referred to an Independent Laboratory for conducting tests at such laboratory. The figures on production and Delivery of Coal during the month should be reconciled with the measurement of stockpile at the end of every month and the same should be verified from the in situ measurement to comply with the relevant standard industries practices.

27.8 Mode of determination of density of coal & volume of coal:

In order to deduce the volume of coal, the in-situ density of coal will be assessed by HPGCL by engaging scientific institutes like CIMFR, IIT(ISM) Dhanbad, IITs. The periodicity of such assessment shall be decided by HPGCL based on Seams excavated, variation in coal density etc.

The decision of HPGCL and Independent Engineer shall be final and binding on the MDO with respect to density of coal so determined for each Seam.

**ARTICLE-28
REMOVAL OF OVERBURDEN**

28.1 Removal of Overburden

28.1.1 The Mine Developer and Operator shall, at all times during the Contract Period, ensure the fulfillment of its obligations in respect of excavation, removal and depositing of Overburden in accordance with Applicable Laws, Applicable Permits, Mining Plan(s), the provisions of this Agreement and Standard Industry Practice.

Drilling for blasting in OB, carrying out blasting, Excavation of OB and transportation to OB dumping locations as per the Mining Plan(s) and instructions of the Mine Incharge. The deployment of mining Equipment, ancillary & support Equipment in the mine shall be as per approved Mining Plan(s). If the approved Mining Plan(s) warrants, MDO shall adopt In-Pit Crushing & Conveying System to convey the OB from Mine pit to the designated dump yards(s).

28.1.2 The Mine Developer and Operator acknowledges, agrees and undertakes that the geometry of Mines, including bench configuration, height and width of Coal Seams, Overburden and inter-burden, shall at all times conform with the provisions of the approved Mining Plan(s), this Agreement, Applicable Laws and Standard Industry Practice.

28.1.3 The Independent Engineer shall, during the course of its inspections, determine the compliance of the provisions of this Article 28 by the Mine Developer and Operator.

28.2 Schedule for Removal of Overburden

The estimated Contracted Capacity is 3.00 MTPA. The MDO shall stick to the coal production schedule furnished in Article 29- Production of Coal. Tentative Stripping Ratio has been estimated as 4 Cubic metre (Cum) of OB/Tonne of coal based on Regional Exploration Report prepared by GSI by drilling 6 boreholes. However, the tentative Stripping Ratio may change on detailed exploration and preparation & Approval of Mining Plan. The required OB production should be commensurate with the coal production schedule with the running Stripping Ratio as per the approved Mining Plan. The required OB production should be scheduled in such a way to ensure sufficient exposure of Coal and to maintain the geometry of Mines including bench configuration etc., in conformity with the provisions of clause 28.1.2.

Accounting Year	Overburden to be removed (Million Cubic Meters)
Total	

(The table will be finalized after preparation and approval of Mining Plan)

Provided that, in the event of any significant change in the stripping ratio, the Scheduled Overburden Quantity may be modified with the approval of the HPGCL.

28.2.2 The Mine Developer and Operator may undertake advance removal of Overburden in excess of the Scheduled Overburden Quantity, with the prior written approval of HPGCL.

28.2.3 HPGCL/its Representatives shall conduct fortnightly measurement of Overburden benches, using Electronic Total Station, Laser Scanning Technology or any other suitable methodology, in presence of the Independent Engineer and Representative of the Mine Developer and Operator in accordance with provisions of Article- 27 to determine compliance of provisions of Article 28.

28.3 Overburden Advance

Upon commencement of removal of Overburden by the Mine Operator in accordance with the terms of this Agreement, as certified by the Independent Engineer and measured by the Independent Engineer during the monthly measurement, the Authority shall be liable to pay to the Mine Operator in respect of each month prior to the occurrence of COD during which the Overburden is removed by the Mine Operator, a non-refundable sum calculated as the product of 40% (forty percent) of the Mining Charge and Notional Amount of Coal ("Overburden Advance"). "Notional Amount of Coal" shall mean the quantity of Coal arrived at by dividing the volume of Overburden removed during the relevant month by the tentative Stripping Ratio.

The Overburden Advance paid by the HPGCL shall be adjusted against the Mining Charge payable by the HPGCL to the MDO after the occurrence of COD, in equal instalments spread over a period of 60 (sixty) months beginning from the month in which the COD occurs.

28.4 Damages for Failure to remove Overburden

28.4.1 In case the Overburden removed by the Mine Developer and Operator is less than the Scheduled Overburden Quantity as stipulated in Mining plan(s) (as per clause 28.2) in any of the Accounting Year, then the Mine Operator shall submit an irrevocable, unconditional and first demand Bank Guarantee in favour of HPGCL, in the format specified in Schedule-F and manner acceptable to HPGCL from a Scheduled Commercial/Nationalized Bank for a sum equivalent to the Mining Charge payable to the Mine Developer and Operator for the Overburden Shortfall ("Overburden Guarantee"). For the purposes of this Clause 28.4, "Overburden Shortfall" shall mean the quantity of Coal determined as follows:

(a) *Prior to COD*: the difference between the Scheduled Overburden Quantity and the Overburden removed, **divided by** the tentative Stripping Ratio ;

(b) *On or after the COD*: the difference between the Scheduled Overburden Quantity and the Overburden removed, *divided by* running Stripping Ratio of the year as per the approved Mining Plan'.

- 28.4.2 The Mine Developer and Operator shall keep the Overburden Guarantee valid and effective and in full force until the date that occurs 90 (ninety) days after the expiry of the (i) three (3) Accounting Years subsequent to Accounting Year in which the relevant Overburden Shortfall occurred; or (ii) Contract Period, whichever is earlier.
- 28.4.3 At least 30 (thirty) days prior to expiry of the Overburden Guarantee, the Mine Developer and Operator shall furnish a replacement Overburden Guarantee to HPGCL, failing which HPGCL shall be entitled to after giving 5 (five) days' notice to the Mine Developer and Operator, encash the full value of the Overburden Guarantee and hold the cash as security for performance of the Mine Developer and Operator's obligations under this Clause 28.4.
- 28.4.4 The Mine Developer and Operator shall meet the shortfall in Overburden quantity, within a period of 3 (three) years after the expiry of the year in which the relevant Overburden Shortfall occurred and in any event prior to the expiry of the Contract Period, failing which HPGCL shall, without prejudice to its other rights and remedies under this Agreement, in law or equity, be entitled to appropriate the Overburden Guarantee in full, as Damages. Without prejudice to the foregoing, in the event of Termination of this Agreement, HPGCL shall be entitled to appropriate the Overburden Guarantee in full, as Damages for failure of the Mine Developer and Operator to meet the Overburden Shortfall.

**ARTICLE-29
PRODUCTION OF COAL**

29.1 Production of Coal

The Mine Developer and Operator shall excavate and deliver Coal in accordance with the Annual Production Programme specified as per the approved Mining plan or as per the directives of Mine In-charge/HPGCL.

29.2 Annual Production and delivery of Coal Programme

29.2.1 The schedule for production and delivery of Coal (to be filled up as per the approved Mining Plan) as below:

Accounting Year	Coal production (MT)
Total	

The MDO shall stick to the coal production schedule. For the purposes of this Agreement, "Contracted Capacity" means **3.00 Million Tons of Coal per annum** which is subject to change as per the approved Mining plan or as per the directives of Mine In-charge/ HPGCL. The quantities specified in the Annual Production Programme for each Accounting Year shall be the "Annual Capacity", and the "Monthly Capacity" for any month in an Accounting Year shall be the Annual Capacity for such Accounting Year prorated for the months in such Accounting Year. Where an Accounting Year is less than 12 (twelve) months, then the Annual Capacity for such Accounting Year shall be on pro-rata basis or based on the requirement of the HPGCL.

HPGCL reserves the right to modify the coal production vis-à-vis the OB production during any part of the Contract Period, subject to the upper limit of the peak capacity of the mine (4.5 MTPA).

29.2.2 HPGCL may, by a notice delivered at least 3 (three) months before, subject to the condition of environmental clearance, modify the Production Programs specified in Clause 29.2.1 by increasing or reducing it up to 15% (fifteen percent) subject to the

fulfillment of the conditions stipulated in the HERC regulation (as amended from time to time) or any such policy framed by Haryana Electricity Regulatory Commission (HERC)/ Haryana Power Generation Corporation Limited (HPGCL) whichever is applicable with respect to Annual Target Quantity (ATQ) and there upon the Production Program shall be deemed to be the Production Program for such period for the purposes of this Agreement. It is hereby, clarified that no claim for idling of the Equipment by MDO due to reduction in Annual Production Programme shall be entertained by the HPGCL except as set out in clause 29.2.3. For the avoidance of doubt, the Parties agree that the Annual Production Program in the Accounting Year in which the COD or Transfer Date occurs shall be proportionate to the period of operation in that Accounting Year. Upon such intimation about the increase of the Coal production, the MDO shall mobilize the Equipment commensurate with the revised Coal production as directed by Mine-in-charge.

If the Coal Production Start Date does not commence on 1st April of the relevant year, the annual coal and OB production schedule shall be adjusted on a pro-rata basis or based on the requirement of the HPGCL.

29.2.3 HPGCL agrees and undertakes that it shall ordinarily not reduce the Annual Production Programme by more than quantity specified in clause 29.2.2. In the event the HPGCL reduces the Annual Production Programme below such quantity, it shall pay to the MDO, a charge equal to 25% (twenty five percent) of the Mining Charge for and in respect of such reduction below the quantity specified in 29.2.2 provided the MDO has mobilized the Equipment as per the Approved Mining Plan to produce the respective Annual Production Programme.

29.2.4 The Mine Developer and Operator shall, no later than the 21st (twenty first) day of every month, furnish to HPGCL its monthly target of production for the forthcoming month, and shall make best efforts to fulfill such targets. In the event it expects any shortfall therein, it shall inform HPGCL as soon as may be, and furnish its revised targets of production. HPGCL shall no later than 25th (twenty fifth) day of every month furnish its monthly target of dispatch for the forthcoming month commensurate with its coal demand. In any case, the MDO shall meet the dispatch targets prescribed by HPGCL for upcoming month.

The MDO shall maintain the capacity of Coal Depot(s)/ coal stockyard as per the provisions of clause 30.1.5. At any point of time the MDO shall maintain coal stock of at least 1 week (7 days) quantity of annual production target quantity. The weekly quantity for that week shall be arrived by apportioning the respective annual production targets.

29.2.5 It is clarified that any modification to the Annual Production Programme pursuant to this Clause 29.2.1 shall not be deemed to be a Change of Scope and shall not entitle the MDO to a Change of Scope Order pursuant to Article 23.

29.3 Delivery Point

It is expressly agreed by the Mine Developer and Operator that unless otherwise authorized in writing by HPGCL, all Coal excavated and produced by the Mine Developer and Operator shall be delivered by the Mine Developer and Operator only at the Delivery Point and solely to HPGCL or its authorized

nominees or representatives, and to no other person.

29.4 Extension of Annual Production Programme:

In the event the Contract Period is extended in accordance with the provisions of this Agreement, the Annual Production Programme shall be deemed to be extended by a corresponding period on the terms and conditions specified in this Agreement, other than in respect of any extension of the Contract Period pursuant to Clause 3.1.

29.5 Damages for shortfall

29.5.1 In the event the excavated and Delivered Coal at Delivery Point in any Accounting Year ("Actual Production") is less than the Annual Capacity for such Accounting Year, other than where such shortfall arises directly on account of (i) Force Majeure; or (ii) a default of HPGCL; or (iii) non-Delivery of Coal at Delivery Point pursuant to Clause 24.13, the Mine Developer and Operator shall be liable to pay the following amounts as Damages for the shortfall in Actual Production of Coal, as indicated below. It is clarified that in respect of the Accounting Year during which the Transfer Date occurs, the shortfall will be determined with respect to the Actual Production during the number of months in such Accounting Year prior to the Transfer Date (as applicable) and the Annual Capacity for such Accounting Year shall be prorated for the number of months in such Accounting Year.

Actual Production & delivery of coal expressed as a percentage of Annual Production Programme and delivery of coal at Delivery Point.	Damages to be paid by the Mine Developer and Operator for shortfall
100% to 90%	Nil
90% to 80%	10% of Mining Charge multiplied by the difference between the Actual Production and 90% of the Annual Production Programme.
80% to 70%	a. 10% of Mining Charge multiplied by 10% of the Annual Production Programme (being the difference between 90% and 80% of the Annual Production Programme); and b. 20% of Mining Charge multiplied by the difference between Actual Production and 80% of the Annual Production Programme.

<p>70%to50%</p>	<p>a. 10%ofMiningChargemultipliedby10%oftheAnnualProductionProgramme(beingthedifferencebetween90% and 80% of theAnnualProduction Programme);</p> <p>b. 20%ofMiningChargemultipliedby10%oftheAnnualProductionProgramme(beingthedifferencebetween80% and 70% of theAnnualProduction Programme);and</p> <p>c. 30% of Mining Charge multiplied by the differencebetween Actual Production and 70% of the AnnualProduction Programme.</p> <p>d. In addition, the Agreement will be reviewed by areviewcommitteedulyconstitutedbyHPGCLwhich may consider Termination of the Agreementif the shortfall in Actual Production is for reasonsattributabletotheMineDeveloper andOperator.</p>
<p>Lessthan50%</p>	<p>a. 10% of Mining Charge multiplied by 10% of theAnnualProductionProgramme(beingthedifference between 90% and 80% of the AnnualProduction Programme);</p> <p>b. 20% of Mining Charge multiplied by 10% of theAnnualProductionProgramme(beingthedifference between 80% and 70% of the AnnualProduction Programme);and</p> <p>c. 30% of Mining Charge multiplied by 20% of theAnnualProductionProgramme(beingthedifference between 70% and 50% of the AnnualProduction Programme).</p> <p>Inaddition,occurrenceofsuchshortfallinActualProduction shall be deemed to be a Mine Developerand Operator Default for the purposes of Clause 45.1and HPGCL shall be entitled to appropriate 50%(fifty percent) of the Performance Security and theMineDeveloperandOperatorshallreplishtePerformance Security to its original level before suchappropriationinaccordancewithClause9.2. Inadditiontoandwithoutprejudicetothe foregoing, HPGCL shall be entitled to terminatethisAgreementinaccordancewithArticle43f orMineDeveloperand OperatorDefault.</p>

29.5.2 DelayinCommencementofCoal Production

The MDO shall discharge the obligations of Development Stage and commence coal production as per stipulated parameters sixty days (60) before

the scheduled date of coal production as per approved Mining Plan. In case coal production does not commence within the scheduled date of coal production as per approved Mining Plan, HPGCL may at its own discretion, provide extension only in the event of Force Majeure for commencement of coal production without any financial implication on either side subject to such extension of time granted to HPGCL by MoCasper the allotment conditions.

In case coal production does not commence even after the expiry of extended period due to the reasons attributable to MDO, the MDO shall be liable to pay Damages for the delay of each month or part thereof, at the rate of 0.5% of the estimated annual total Mining charge applicable to First Operating Year. The annual estimated total Mining Charge shall be the Mining Charge escalated in line with provisions of clause 36.6.2 (rate per Tonne of coal) multiplied by Coal production in Tonnes for First Operating Year as per Mining Plan.

Further, in such a case, where coal production does not commence even after the expiry of extended period due to the reasons attributable to MDO, the MDO shall furnish within 30 days of expiry of above extended period, an additional irrevocable and unconditional Bank Guarantee valid for a period of 18 months, for an amount equivalent to 6% of the estimated annual total Mining charge applicable for the First Operating Year under the terms of the contract from an Acceptable Bank towards security for the fulfillment of its obligations under this Agreement including commencement of Coal production. The estimated annual total Mining Fee shall be the Mining Fee escalated in line with provisions of clause 36.6 (Rate per Tonne of coal) multiplied by Coal production in Tonnes for First Operating Year as per Mining Plan. In case above additional Bank Guarantee is not received within 30 days of expiry of extended period, HPGCL shall have the right to terminate the Agreement and encash the Performance Security furnished by MDO.

In case coal production does not commence even within 180 days from the scheduled date of coal production as per approved Mining Plan, HPGCL shall have the right to terminate the Agreement with associated penalties/ Damages as provided in this Agreement.

After actual commencement of Coal production, Damages, already accounted and due to be recovered from the MDO, shall be deducted from the Mining Charge payable to MDO in accordance with the provisions of this Agreement.

The additional Bank Guarantee furnished by MDO shall be returned after recovery of full Damages amount, after commencement of Coal production.

- 29.6 If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System to convey the coal from Mine pit to the Coal Depot(s)/stockyard(s). The MDO shall operate and maintain including all spares and consumables as well as capital replacement, etc as specified/ as per the provisions of Coal Mining Agreement;
- 29.7 Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding(s), or in the event of breakdown/non-commissioning of the

same, MDO shall load coal into trucks at Coal Depot(s), transport coal from the Coal Depot(s)/Stockyard(s) to the nearest Railway Siding identified by HPGCL/permanent Railway Siding near the block/ Temporary Railway Siding / Harisingh Railway Siding and load into the Railway wagons.

29.8 Diesel

MDO shall procure, store Diesel of sufficient quantity for uninterrupted operations of the mine. MDO shall install Diesel Dispensing units/ storage facility, bousers and all ancillary support Equipment for storing and utilizing Diesel.

The MDO shall make arrangements for transportation of diesel from the diesel bunk as per the law of the land. It shall be the sole responsibility of MDO to cover itself against any risk associated with handling, transportation, usage or any other activity relating to diesel.

It is hereby expressly agreed that MDO shall be responsible for any risk relating to storing, handling, transportation, usage or any other activity relating to diesel.

The quoted Charges for Phase-I activities and Base Mining Charges shall include the cost of Diesel.

ARTICLE-30
COALDEPOT / COAL STOCKYARD

30.1 Coal Depot(s)/Coal stockyard(s)

- 30.1.1 For discharging its obligations under and in accordance with the provisions of this Agreement, the MDO shall operate Coal Depot(s)/ coal stockyard(s) for storage of Coal in accordance with the provisions of this Article 30 (the "**Coal Depot**"). MDO shall design, construct and locate the Coal Depot(s)/stockyard(s) with the Approval of the HPGCL so as to fulfill the design requirements of the CHP. The MDO shall maintain Coal Depots near the mine in consultation with HPGCL and/or as per the respective approved Mining Plan. If the approved Mining plan envisages operation of the coal mine in different pits/quarries or in stages, the MDO shall fulfill the obligations under this Article for such respective pits/quarries and stages of mine.
- 30.1.2 The MDO shall, upon excavation in accordance with Standard Industry Practice and the provisions of this Agreement, store Coal at the Coal Depot(s) such that it is available for loading, Delivery and transportation thereof.
- 30.1.3 The land for the Coal Depots shall form part of the Site, to be acquired by MDO in accordance with the provisions of Article 10, Article-18 and other provisions of this Agreement.
- 30.1.4 The Coal Depots shall include spaces required for stocking, weighment, testing (if applicable), loading and Delivery in accordance with the provisions of this Agreement.
- 30.1.5 The Coal Depots at the Mines shall have the capacity for storage of sufficient quantity of coal as required by HPGCL. MDO shall stock different grades of coal separately and dispatch them as per the directives of the Mine In-charge. At the beginning of each Accounting Year, the Independent Engineer shall, in consultation with HPGCL and MDO, declare the capacity of storage of the each Coal Depot for that Accounting Year ("**Declared Capacity**"). Such Capacity may be reviewed every quarter at the written request of either Party. The capacity of coal storage at Coal Depot(s) shall be equal to at least 7 days coal production capacity of scheduled Annual coal production capacity for such Accounting Year. However, HPGCL reserves the right to modify the Declared Capacity to meet the coal requirement/demand at any point of time at the sole discretion of HPGCL. The MDO shall procure and maintain insurance for the coal stored at Coal Depots for the Declared Capacity.
- 30.1.6 The Parties may, by mutual Agreement, change the location of the Coal Depots as mine progresses; provided, however, that any such change of location pursuant to this Clause 30.1.6 shall require HPGCL to grant access to the MDO with respect to the new location of the Coal Depot and provisions of Article 10 shall apply *mutatis mutandis* to the Acquisition and takeover of physical possession of such new location.

30.2 Facilities and Equipment at Coal Depot

- 30.2.1 The MDO shall install and operate the facilities and Equipment necessary for performing its obligations at the Coal Depots under and in accordance with the Standard Industry Practice and provisions of this Agreement.
- 30.2.2 The Coal Depots shall be maintained by the MDO as per Standard Industry Practice and be kept free of spontaneous heating and fire by taking suitable measures.
- 30.2.3 Supply of electricity and water for spraying and firefighting at the Coal Depots shall be provided by the MDO at its own cost and expense. The MDO shall install and maintain automatic fire detectors, fire hydrants with sufficient quantity of water, fire engine with requisite firefighting apparatus and adequately trained firefighting personnel round the clock.
- 30.2.4 The MDO shall provide adequate security with CCTV's, security personnel & Watch Towers at the Coal Depots to prevent the theft and pilferage of coal.
- 30.2.5 Coal stockyard shall be provided with adequate number of Weigh bridges for weighing of coal from the Mine and also for the coal dispatched from the Coal Depot.

30.3 Inspection of Coal Depot:

At the beginning of every quarter, the Independent Engineer shall carry out an inspection of Coal Depot to assess the compliance of Coal Depot with the provisions of this Agreement, Standard Industry Practice, various recommendations of Statutory Authorities etc., with specific emphasis on storage capacity, firefighting arrangements, safety measures, security measures, making good of any violations pointed out in previous inspection etc., and any other matter referred to it by HPGCL.

The Independent Engineer shall submit 2 (two) copies of such report, 1 (one) each to HPGCL and the MDO. The MDO shall comply with recommendations and make good violations pointed out in Inspection Report and submit Action Taken Report to HPGCL and Independent Engineer. In case the MDO fails to comply with the recommendations and make good the violations, HPGCL shall carry out such measures at the cost and expense of MDO. HPGCL shall recover such cost incurred from the fortnightly bills of MDO to the extent certified by Independent Engineer.

Article-31
QUALITY OF COAL AND TESTING

31.1 Declaration of Coal grade at Coal Seams

31.1.1 The coal grade will be declared as per the provisions of Colliery Control Rules, 2004 or any amendments thereof. The coal grade may be declared as “composite grade” for all Coal Seams or “separate grades” for individual Coal Seams. The MDO may witness sampling and testing of samples collected from Coal Seams for the purpose of declaration of grade as per laid down procedure by Coal Controller Organization. The grade of Coal shall be declared twice every Accounting Year, in accordance with this Clause (the “**Declared Grade**”). In case, multiple grades are declared, the MDO shall separately stock & deliver the coal based on different grades produced in the mine.

31.1.1 In case, there is variation in Grade of coal during an Accounting Year, the Mine Developer and Operator or HPGCL may request for the revision of Grade/Quality of Coal Seams in accordance with the provisions of Colliery Control Rules, 2004, notifications made there under and procedures laid down by the Coal Controller Organization (CCO), MoC for such revision of Grade of coal. On behalf of HPGCL, the MDO shall follow the procedure and method of sampling and analysis of coal as per the procedures laid down by CCO. MDO shall take concurrence from HPGCL while deciding the location and intervals of the samples collection. The entire cost for coal sample collection, testing of coal and other associated activities shall be borne by the MDO initially and HPGCL will reimburse the same upon submission of bills by MDO. HPGCL will facilitate the MDO for the revision of the Grade of Coal.

31.2 Quality of Coal

Criteria for measurement

- a) The coal supplied by MDO shall be tested for the following Quality parameters:
 - (i) Stones / foreign / metallic material
 - (ii) Size of Coal
 - (iii) Surface Moisture Content
 - (iv) Ash Content
- b) For each rake of coal loaded into wagons, there shall be sampling / testing / analysis of coal which shall always be carried out in the presence of HPGCL representative as well as MDO's representative at the designated laboratory (Govt./NABL accredited laboratory) at the Delivery Point as per Applicable Standards and procedure mentioned in Schedule M:

31.2.1 Contamination by Stones/ foreign/ metallic material

The MDO shall make every effort to ensure the quality of coal and minimize any coal losses or contamination by non-coal material.

The MDO shall adopt proper procedure to prevent contamination of coal by foreign

objects, in particular tools, steel, nuts and bolts and wastes etc. The MDO shall use magnetic separators and metal detectors before Truck Loading Station/coal handling system, so as to ensure supply of coal free from tramp iron and metallic foreign material.

Preparation of Coal Seams shall be done by the MDO for better quality control including ripping of Coal Seam. In case stone/shale is encountered with thickness of greater than 0.1 (zero point one) metre, segregated extractions shall be undertaken by the MDO. The MDO shall also have provision for rock breakers or rippers, at the mines to be used as needed for the extraction of coal from some Coal Seams.

The MDO shall take all reasonable steps to ensure that shale and stones are removed from the Coal. The methodology for verifying the incidence and volume of stones and shale shall be decided by Independent Engineer in consultation with both the Parties.

The MDO shall engage a full time Geologist/ Mining Engineer to implement a comprehensive program for Quality control. This quality control team of MDO shall interact with the personnel of HPGCL engaged in operation of mine and the Independent Engineer to ensure the quality of coal.

31.2.2 Size of Coal

- a) The Mine Operator shall supply coal with a size of hundred (100) millimetres or less.
- b) In case more than 10% but less than 20% of the month's sample of coal does not meet the size specifications as specified at Clause 31.2.2(a) the HPGCL shall deduct four percent (4%) of the **Mining Charge_p(MC_p)** for the month per tonne of coal delivered times the quantity of coal delivered during that month as damages.
- c) In case more than 20% of the month's sample of coal does not meet the size specifications as specified at Clause 31.2.2(a) the Owner shall deduct ten percent (10%) of the **Mining Charge_p(MC_p)** for the month per tonne of coal delivered times the quantity of coal delivered during that month as damages.
- d) The HPGCL reserves the right to approve the specifications of the crusher and periodically inspect the crusher to ensure compliance.
- e) For assessment of the size of coal, the procedure to be followed by HPGCL for checking the size of Coal at the Delivery Points shall be as per the procedure set out in Schedule-M.

31.2.3 Surface Moisture Content

- (a) The samples collected at Delivery Point in accordance with clause, shall be analysed for determining Equilibrated Moisture and Total Moisture. Surface Moisture shall be calculated as the difference between Total Moisture and Equilibrated Moisture, and expressed in percentage terms. The moisture content shall be determined in accordance to the standard specifications issued by the Bureau of Indian Standards. Mine Operator shall provide the details of quality parameters of coal delivered and weighted monthly average Surface Moisture. In the event that monthly weighted average Surface Moisture in Coal exceeds seven percent (07%) during the months from October to May and nine percent (9%) during the months from June to

September, the Coal quantities delivered to HPGCL during such month shall be adjusted for the resultant excess surface moisture.

- (b) In the event the MDO delivers coal with the monthly weighted average Surface Moisture of the Coal during any month, exceeding the limits prescribed in clause 31.2.3 (a), then the Monthly Delivered Quantity (DQ) for that particular month(s) shall be adjusted as per the formula below:

Adjustment in Monthly Delivered Quantity (Δ DQTM) = - DQx [Surface Moisture - prescribed limit for that particular month]

The total mining Charge payable for month shall be adjusted for the adjustment in Monthly Delivered Quantity on account of Surface Moisture content as under:

Adjustment in total mining Charge payable for month on account of variation in Surface Moisture content = **MiningCharge_p**(MC_p)x Δ DQTM

MiningCharge_p(MC_p) is Total Escalated Mining Charge per Tonne of Coal as per Article 36 of this Agreement.

The additional Freight Costs incurred by HPGCL on account of the Surface Moisture of the Coal exceeding the maximum limits (as specified in this Clause 31.2.3) shall be recovered from the Monthly Invoice payable to the Mine Developer cum Operator. Further, all penalties with respect to overloading or underloading of Coal and any other penalties and demurrage (except for charges which are attributable to the Delivery Points) levied by the Indian Railways shall be payable by the Mine Developer cum Operator.

31.2.4 Ash Content

- a) For determination of ash content in the coal to be delivered by the MDO, sample shall be collected from the coal seams once in each quarter in presence of MDO and the HPGCL's representative in accordance with applicable codes of Indian Standard (BIS).
- b) All the sample collection, sample preparation, analysis of samples shall be in accordance with clause 31.2. All the costs towards sample collection, sample preparation & sample analysis shall be borne by Mine Operator.
- c) The out of seam dilution during mining shall not exceed three (03) percent and the declared monthly weighted average Equilibrated Ash Content (Aavg) in percentage for delivery shall be as per formula below:

$$A_{avg} = (A_{insitu-avg} + 03) \times (100) / (103),$$

Where, A_{insitu-avg} is weighted average ash in percentage determined from sample collected from coal seams in accordance with clause 31.2.4(a) & (b) on quarterly basis in percentage on I100 basis.

- d) The Mine Operator shall endeavour to maintain the Ash Content of the coal delivered during the month pursuant to clause (a) and (b) between the lower limit and upper limit as provided below:

A% (Lower limit) = Aavg (for that particular Quarter) - 1.5%

B% (Upper limit) = Aavg (for that particular Quarter) + 1.5%

In case the Actual weighted average Ash Content of Coal delivered in any month is below the lower limit or above the upper limit the Monthly Delivered Quantity shall be adjusted in accordance with clause 31.2.4 provided below.

- e) To ensure that the delivered coal quality is within the specified band described above, it is expected that the Mine Operator shall plan its mine in such a manner that blending of lower quality seam is effected with the higher quality seam and the desired ash quantity is loaded onto the wagons consistently by the Mine Operator.
- f) In the event the Mine Operator delivers coal that is outside the specified band described in Clause 31.2.4 during any particular month, the Monthly Delivered Quantity (DQ) shall be adjusted in accordance with the following Table:

Adjustment for ash on Monthly basis:

S.N	Asha	Adjustment	Formula for adjustment in Monthly Delivered Quantity (Δ DQAsh)
1	Less than A%	No Adjustment	No Adjustment
2	Greater than or equal to A % but up to B%	No Adjustment	No Adjustment
3	Greater than B but up to B +02%	- Adjustment (Decrease in DQ)	$DQ \times [((1 - Asha) / (1 - B\%)) - 1]$
4	Greater than (B +02%) but up to (B +03%)	- Adjustment (Decrease in DQ)	$DQ \times 4 \times [((1 - Asha) / (1 - B\%)) - 1]$
5	Greater than (B +03%)	Monthly Delivered Coal quantity is rejected	No payment to the MDO for the coal delivered during the month

Where,

DQ = Monthly Delivered Quantity

Asha = Actual weighted average ash in percentage for the coal delivered during the month

A% = Lowest value of Ash band

B% = Highest value of agreed Ash band

The total mining fee payable for the month shall be adjusted for the adjustment in Monthly Delivered Quantity on account of Ash Content as under:

Adjustment in total mining fee payable for month on account of variation in

Ash Content = **MiningCharge_p**(MC_p)x Δ DQAsh

Where,

Δ DQAsh = Adjustment in Monthly Delivered Quantity of coal on account of variation in Ash Content as calculated from the table above

MiningCharge_p(MC_p) is Total Escalated Mining Charge per tonne of Coal as per Article 36 of this Agreement.

- g) For coal supplied with monthly weighted average ash content of more than (B+03)% as applicable, the Owner shall not pay any mining Charge and Railway Freight for that month.
- h) However, all penalties with respect to over-loading or under-loading of Coal and any other penalties and demurrage (except for charges which are attributable to the Delivery Points) levied by the Indian Railways shall be payable by the Mine Developer cum Operator.

31.2.3 Quality Slippage

The MDO shall produce coal as per the Declared Grade of the mine.

If the result of the coal Tests conducted at the Delivery Point indicate a deterioration in grade from the Declared Grade (the “**Quality Slippage**”), the Mining charge shall be adjusted as per the manner specified in clause 31.2.

However, notwithstanding anything stated there above, HPGCL shall recover the excess royalty payment, associated cess/ Government charges for such quantity on account of “**Quality Slippage**” on the Delivered coal in an Accounting Year.

Any deductions/ recoveries for such Quality Slippage made by HPGCL end use plant shall also be recovered from MDO monthly bills.

In the event the results of any of the Coal Tests conducted at the Delivery Point indicate a Quality Slippage continuously for a period of 7 days or for 15 days in a month, such event shall be deemed to be a Mine Developer and Operator Default for the purposes of Clause 43.1.1 and in addition to any other rights and remedies available to HPGCL under this Agreement, HPGCL shall be entitled to exercise its right of Suspension under Clause 42.1.

31.3 Sampling & Testing of coal

31.3.1 The Mine Developer cum Operator may, upon excavation in accordance with Standard Industry Practice and the provisions of this Agreement, store Coal at the Coal Depots, such that it is available for transportation, Loading and Delivery thereof in accordance with this Agreement.

31.3.2 For determining that the Coal Delivered conforms to the Specifications and Standards, the Coal Tests shall be conducted by HPGCL at the Delivery Points at its own costs. The Coal Tests shall be carried out on a rake to rake basis and the procedure for the same is set forth in Schedule-M. The MDO’s representatives may choose to be present for the sampling and testing at the Delivery Point at its own cost to witness the implementation of the Coal Tests. HPGCL shall provide such representatives of the Mine Developer cum Operator with office space (if available) at the Delivery Points on a free of cost basis. A copy of the reports of all such Coal Tests shall be provided to the Mine Developer cum Operator within a period of 7 (seven) days. The results of the Coal Tests conducted by HPGCL at the

Delivery Points shall be final and binding on the Mine Developer cum Operator and payment of the Mining Charge shall be based on the results of such Coal Tests.

- 31.3.3 The Mine Developer cum Operator shall also set up a laboratory for conducting Coal Tests at the Site of the Mine (“**Site Laboratory**”) and conduct daily sampling and testing of Coal dispatched from the Mine to ensure that Coal of the requisite quality is dispatched. The results shall be shared with HPGCL. The costs related to the sampling and testing of Coal at the Mine end shall be borne by the Mine Developer cum Operator. However, the quality of Coal as determined by HPGCL at the Delivery Points shall be final and the Coal Tests undertaken by the Mine Developer cum Operator at the Mine shall have no financial implication on HPGCL.
- 31.3.4 In the event of a Dispute relating to the procedure and outcome of any Coal Tests conducted hereunder, the Referee Sample shall be referred to either Central Institute of Mining and Fuel Research - Nagpur, Central Institute of Mining and Fuel Research - Dhanbad, National Council for Cement and Building Materials - Ballabgarh or any Government owned laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (to be chosen by the party other than the objecting party) and such third party results shall be binding on both the parties. The charges of the third party laboratory shall be paid by the party challenging the results of the Coal Tests.
- 31.3.5 The Standards to be adopted for Sampling and Testing of coal to check its conformity with provisions of CMA shall be as per Schedule-M or as modified by Independent Engineer or by any statute from time to time.

ARTICLE-32
DISPATCH&DELIVERYOF COAL

- 32.1 HPGCL shall, in accordance with the provisions of this Agreement, issue instructions to the MDO for dispatch of Coal during such period and in such volumes as it may specify in its instructions (the “**Dispatch Instructions**”) and the MDO shall plan and undertake the dispatch and Delivery of Coal and other minerals at Delivery Point thereof accordingly.
- 32.1.1 Subject to provisions of Allotment Agreement, MMDR (Amendment) Act and other statutory provisions, HPGCL may utilize coal produced from Kalyanpur Badalpara coal block in its own power plants, make Arrangements for optimal utilization of coal, utilize coal in any other plant of HPGCL. The MDO shall Deliver coal at Delivery Point. Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding near the block (the “**Loading Point**”), or in the event of breakdown/non-commissioning of the same, MDO shall load the coal in to the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the nearest Railway Siding/ Temporary Railway Sidings / Harinsingh Railway Siding identified by the HPGCL and load into the wagons (the “**Loading Point**”).
- 32.1.2 The MDO shall maintain the production level and dispatch of ROM coal as per the requirement of HPGCL’s Power Stations.
- 32.2 MDO shall ensure regular supply of scheduled quantity as per Annual Production Programme, specified quality and size of coal as per Approved Mining Plan at the Delivery Point. The MDO shall use all reasonable effort to ensure that Coal Delivered is of uniform quality. The MDO shall ensure that coal is dispatched from Coal Depot(s)/ coal stockyard on First In First Out basis to avoid storage of coal for longer duration, spontaneous combustion and to preserve coal quality.

The Mine Developer cum Operator shall also be responsible for all associated tasks for operation and maintenance of the siding, including but not limited to, lime spraying of Coal loaded in the wagons, door gutka fitting, ensuring closing of wagon doors, cleaning of the railway tracks in the siding, adequate lighting and illumination in the railway siding area with diesel generator set for power back-up and operation and maintenance of the weigh bridge(s) at the Railway siding(s).

32.3 Schedule for Dispatch

Prior to the last working day of first week of preceding month, HPGCL shall furnish respective Monthly Target/ Schedule quantity of coal to be dispatched to Delivery Point, HPGCL end use etc.

The Monthly Targets specified above shall be apportioned to arrive at weekly targets. The daily average for each day will be arrived by dividing the respective monthly target by the number of days in that month.

The MDO shall ensure the coal production to meet weekly and daily targets of dispatch to HPGCL etc.

32.4 Delivery and loading of Coal

- 32.4.1 The MDO shall deliver coal at Delivery Point as per the Directives of Mine Incharge/ HPGCL.
- 32.4.2 Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding, or in the event of breakdown/non-commissioning of the same, MDO shall load and transport coal from the Coal Depot(s)/Stockyard(s) to the nearest Railway Siding identified by HPGCL, permanent Railway Siding near the block/Temporary Railway Siding / Harinsingh Railway Siding and load into the wagons. For this purpose, MDO shall deploy adequate loading Equipment, weighbridges, coal transportation roads up to the nearest Railway Siding identified by HPGCL permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding, road bridges, buildings etc., complete to transport Coal from Coal Depot.
- For detailed description, MDO shall refer Schedule-D and Schedule-T.
- 32.4.3 The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement (including Belt replacement, Drives, rollers/idlers, frames, pulley etc.) for all infrastructures of Conveying System, CHP, Railway Siding(s) and MRSS including alternate/ Backup power arrangement as specified in the above clause including receiving coal at Coal Depot(s)/ stockyard(s), shall be carried out by MDO as specified/ as per the provisions of Coal Mining Agreement at his own cost & expenses. The detailed works of O&M to be carried out by the MDO shall be as per the requirements spelt in the DPR of CHP and DPR of Railway Siding. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/Temporary Railway Siding / Harinsingh Railway Siding as per the requirements of Indian Railways, Govt. of India and the nearest Railway Siding identified by the HPGCL. If maintenance works are to be carried out by Indian Railways, Govt. of India, the cost of such maintenance shall be borne by the MDO.
- 32.4.4 The transportation of Coal from the Mine to permanent Railway Siding near the block/Temporary Railway Siding / Harinsingh Railway Siding shall be through tipper trucks; the trucks shall be covered by tarpaulin during the transportation of Coal. The Mine Developer cum Operator shall be responsible for providing adequate security to prevent any theft and pilferage of Coal, at the Mine, during transportation and during its storage at the railway siding. The Mine Developer cum Operator shall deploy adequate security at the railway siding and also construct a barbed wire fencing around the siding to prevent the theft and pilferage of Coal. The security of Coal till its delivery to HPGCL at the Delivery Point(s) shall be the sole responsibility of the Mine Developer cum Operator. The Mine Developer cum Operator shall ensure that all guidelines of Pollution Control Board (PCB) of the Government of Jharkhand with respect to the transportation of Coal are followed and adhered to.
- 32.4.5 The MDO shall, upon commissioning of CHP or till the commissioning/break down of HPGCL Coal Evacuation facilities, transport the coal to the nearest Railway Siding identified by the HPGCL/permanent Railway Siding near the block/Tempo

rary Railway Siding/Harinsingh Railway Siding and shall;

- a) ensure that the loading of coal at the loading point is in accordance with the carrying limits prescribed by the Indian railways;
- b) comply with all Documentation, stipulations, formalities laid down by the Indian railways for charging Freight Costs on rake load basis only;
- c) ensure that all wagons dispatched from the Railway Siding(s) are weighed and a copy of the receipt of such weighment is submitted to HPGCL. In case any wagons are not weighed, the MDO shall ensure that the railway receipt clearly indicates the same;
- d) ensure that the wagons are not over-loaded and to such extent of over loading, the MDO shall be liable for any penalties, costs or additional Freight Costs payable in this regard;
- e) cooperate with personnel of Railways, HPGCL and its Representatives who would be posted at the Delivery Point for overseeing dispatch of coal;
- f) submit adequate indents of railway wagons to the Indian railways and obtain regular allotment of rakes from the Indian railways; the registration charges if any shall be reimbursed by HPGCL;
- g) ensure at the time of loading of the coal onto the railway wagons at the Loading Point, that there is no deficiency or breach of any nature, including short-loading and loading of stones and other extraneous material;
- h) bear any demurrage at loading point and any other penalties charged by the Indian Railways at loading point. The demurrage and penalty amounts shall be deducted from the fortnightly bills payable to the MDO. Railway Freight Costs shall be borne directly by HPGCL except for any demurrage and any other penalties charged by the Indian Railways;
- i) be responsible for providing adequate security to prevent any theft and pilferage of coal, at the mine, during transportation, during its storage if any at the Railway Siding(s) and till loading onto the railway wagons;
- j) deploy adequate security at the Railway Siding(s) and also construct a barbed wire fencing around the siding, to prevent the theft and pilferage of Coal;
- k) ensure that all the issues, concerns and bottle-necks in the Delivery of coal are immediately referred to the relevant Government Instrumentalities and other related agencies and undertake to resolve the same at the earliest without any disruption in the Delivery;

HPGCL shall, on best endeavour basis, extend reasonable assistance, facilitation and liaisoning with the Railway Authorities for placing the indent for Rakes, Operation & Maintenance of Railway Siding, Delivery of coal and loading thereof by MDO at the Railway Siding.

32.5 Delivery Point of Coal

The Delivery Point of Coal shall be the railway sidings at the thermal power plants of HPGCL or its nominees or representatives, as notified by HPGCL to the Mine Developer cum Operator from time to time as part of the Dispatch Instructions. The Coal shall be delivered as per the plant-wise Coal requirements and schedule to be communicated by HPGCL to the Mine Developer cum Operator as part of the Dispatch Instructions, with an advance notice of at least 10 (ten) days.

The Mine Developer cum Operator shall be responsible for the railway transportation of Coal from the Loading Point to the Delivery Point. However, the unloading of Coal at the Delivery Point shall be undertaken by HPGCL and any demurrage and penalty payable to Indian Railways which are attributable at the Delivery Point shall be borne by HPGCL.

The Freight Costs shall be borne directly by HPGCL through the e-payment system of the Indian Railways, except for any demurrage and any other penalties charged (including penalties for under-loading, overloading and excess charges) by the Indian Railways, which shall be the liability of the Mine Developer cum Operator, except for any demurrage and penalty payable which are attributable at the Delivery Point(s). The demurrage and penalty payable by the Mine Developer cum Operator, amounts shall be deducted from the monthly bills payable to the Mine Developer cum Operator.

In case any diversion of rakes(s) takes place en-route, HPGCL shall not be liable to make any payments to the Mine Developer cum Operator. The Mine Developer cum Operator shall be paid the Mining Charge for the Coal that actually reaches the Delivery Point(s) and after adjusting for the quality of Coal in terms of Article 31. However, HPGCL shall be obliged to make the payments for such diverted rake(s)/ wagon(s), only when reimbursement of the price of Coal of such diverted rake(s) / wagon(s) and / or adjustment to the credit of HPGCL is made by the Indian Railways and in no event exceeding the said credit. HPGCL shall provide the Railways reconciliation statement of such diverted rakes to the Mine Developer cum Operator.

32.4 Weightment of Coal and Quantity of Delivered/Dispatched Coal

- 32.4.1 During the Contract Period, the quantity of Coal delivered shall be the quantity of Coal as received by HPGCL at the Delivery Point or the weight recorded on the Railway Receipt or the en-route weight, whichever is less. The Mine Developer cum Operator shall be paid the Mining Charge based on the same. The quantity of Coal received by HPGCL at the Delivery Point shall be measured and recorded by the electronic in-motion weighbridges operated and maintained by HPGCL at the railway sidings at the Delivery Point and shall be adjusted as per the provisions of Article 32, if required. HPGCL shall ensure that these weighbridges are maintained and regularly calibrated at least once every 3 (three) months/in accordance with the manufacturer's recommendations and as per Standard Industry Practices; representatives of the Mine Developer cum Operator may also choose to attend the same. If the weighbridge at the Delivery Points is non operational due to any reason, then the weight recorded on the Railway Receipt or the en-route weight, whichever is less, shall be considered for

payment of the Mining Charge.

- 32.4.2 The quantity of Coal dispatched from the Loading Point shall also be measured and recorded at the electronic in-motion weighbridges at the Loading Point.
- 32.4.3 The weighbridge at the Loading Point shall be operated and maintained by the Mine Developer cum Operator and the Mine Developer cum Operator shall ensure that the weighbridge is maintained and regularly calibrated at its own costs at least once in every 3 (three) months/in accordance with the manufacturer's recommendations and as per Standard Industry Practices and in the presence of representatives of HPGCL. If there is any need to calibrate the weighbridge more frequently, i.e. before the elapse of 3 months, the Mine Developer cum Operator shall also ensure that the weighbridge is calibrated on such date, in accordance with the manufacturer's recommendations and as per Standard Industry Practices and in the presence of representatives of HPGCL. The Mine Developer cum Operator shall also ensure that the weighbridges are stamped regularly by the Controller of Legal Metrology (Weights & Measures), Government of Jharkhand in accordance with the extant rules and regulations in this regard. The weighments in this weighbridge shall form the basis of preparation of the Railway Receipt. However, till the in-motion weighbridge is commissioned, the loading and weighment of Coal shall be as per prevailing practices of the Indian Railways. Apart from the Mine Developer cum Operator's personnel, HPGCL may also deploy its own personnel at the railway siding. In addition, Indian Railways may also deploy its personnel at the railway siding. The Mine Developer cum Operator and its personnel shall extend all cooperation to the personnel of both HPGCL and the Indian Railways.
- 32.4.4 In addition to measurement of Coal at the Loading Point (by the Mine Developer cum Operator) and at the Delivery Point(s) (by HPGCL), the Mine Developer cum Operator shall ensure that the quantity of Coal dispatched from the Mine via tipper trucks is weighed and recorded at an electronic road weighbridge located near the loading area of the Coal Depot within the Mine.
- 32.4.5 The quantity of Coal excavated from the Mine and the quantity of Coal as received by HPGCL at the Delivery Point shall be reconciled per the Clause 27.7
- 32.4.6 If the MDO or HPGCL at any time suspects the accuracy of the scale(s), the aggrieved party (either MDO or HPGCL) may request a prompt Test and adjustment of such scales by utilizing a material weight Test, the procedures for which the Parties shall mutually agree. If the scales are determined to be accurate, the requesting Party shall pay all expenses of testing and certification. If the scale(s) are in error in weight in excess of the manufacturer's specified tolerances, the scale(s) shall be adjusted to an accurate condition at the MDO's expense. Thereafter, an appropriate adjustment shall be made in the invoices and payments affected by such inaccuracy for second-half of the period between the date of the last Test held and the date of current Test after either Party questioned the accuracy of the weights. The HPGCL shall be kept informed from time to time in advance by

notice from MDO, before undertaking any corrective measures for fault in weighing system.

32.5 Reporting of Coal stock

The MDO shall, no later than 07:30 hours on each day, provide a statement to HPGCL and Independent Engineer setting out (i) the opening stock of Coal & minerals other than coal at 06:00 hrs of the preceding day (ii) the arrival of fresh stocks, if any during the preceding day, (iii) the Delivery of Coal / dispatch of coal at Delivery Point during the preceding day; and (iv) the closing stock on the preceding day at 06:00 hours of the day.

The MDO shall submit daily reports to HPGCL giving daily updates on the production of OB, coal, minerals other than coal, the exposure of coal and the progress of mined development.

32.6 Title and Risk in All Minerals

Notwithstanding anything stated anywhere in this Agreement, the MDO acknowledges and accepts that the entire coal mined from the Mines as well as any other minerals and soil taken or extracted from the Mines shall remain the exclusive property of HPGCL and the right, title and interest in the Coal, any other minerals and soil including after such Coal, minerals or soil is mined or excavated, shall, at all times, vest in HPGCL notwithstanding the fact that the risk of handling the Coal till the Delivery Point and acceptance thereof shall be with the MDO. The MDO shall supply all Coal mined from the Mines only to HPGCL or to its end users, as directed by HPGCL in accordance with the terms of this Agreement and shall not have any right to supply, sell or Deliver the Coal, any other minerals or soils to any other person or otherwise utilize the Coal or other minerals for any other purpose, except as expressly provided in this Agreement.

32.7 Damages for shortfall in Coal Dispatch

The MDO shall install adequate numbers of weigh bridges commensurate with the Schedule for Dispatch (as specified in Clause 32.3) for weighing of empty trucks and loaded trucks to avoid overcrowding/ queuing of the trucks at the weigh bridge area & to ensure seamless dispatch of Coal. In case the dispatch of coal to Delivery Point suffers for reasons attributable to MDO, Damages will be levied for those days in addition to any demurrage by Indian Railways and other Damages specified elsewhere in this Agreement. For each such day a Damages of 20% of Mining charges for the quantity that falls short of the daily average quantity will be levied irrespective of Damages for shortfall as per Clause 29.5. The daily average for that day will be arrived by dividing the respective monthly target set as in clause 32.3 by the number of days in that month.

**ARTICLE-33
SUBCONTRACTING**

Inserted appropriately at respective places of this Agreement. Any reference to this Article shall be deemed to be reference to respective provisions mentioned else where in this Agreement.

**ARTICLE-34
INDEPENDENTENGINEER**

34.1 AppointmentofIndependentEngineer

HPGCL shall appoint a consulting engineering firm/ any other firm/ persons substantially in accordance with the selection criteria set forth in Schedule-N,

to be the Independent consultant under this Agreement (the "Independent Engineer").

The appointment shall be made no later than 90 (ninety) days from the confirmation of Phase-II Activities of the project and shall be for a period of 3 (three) years. On expiry or Termination of the aforesaid appointment, HPGCL shall appoint an Independent Engineer for a further term of 3 (three) years in accordance with the provisions of Schedule-N, and such procedure shall be repeated after expiry of each appointment.

34.2 Duties and functions

34.2.1 The Independent Engineers shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-O.

34.2.2 The Independent Engineer shall submit regular periodic reports (in accordance with provisions of this Agreement) to HPGCL in respect of its duties and functions set forth in Schedule-O and else where in this Agreement.

34.2.3 A true copy of all communications sent by HPGCL to the Independent Engineer and by the Independent Engineer to HPGCL shall be sent forthwith by the Independent Engineer to the MDO.

34.2.4 A true copy of all communications sent by the Independent Engineer to the MDO and by the MDO to the Independent Engineer shall be sent forthwith by the Independent Engineer to HPGCL.

34.3 Remuneration

The remuneration, cost and expenses of the Independent Engineer shall be paid by HPGCL and subject to the limits set forth in Schedule-N, one-half of such remuneration, cost and expenses shall be reimbursed by the MDO to HPGCL within 15 (fifteen) days of receiving a statement of expenditure from HPGCL.

In case MDO fails to reimburse the cost and expenses of the Independent Engineer, the same shall be deducted from any other amounts payable to MDO by HPGCL or by way of encashing the Performance Security. The MDO shall restore the value of Performance Security to applicable levels as per Article-9 of this Agreement.

34.4 Termination of appointment

34.4.1 HPGCL may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 34.1.

34.4.2 If the MDO has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to HPGCL and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, HPGCL shall hold a tripartite meeting with the MDO and the Inde

pendent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between HPGCL and the MDO remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. Pending resolution of such Dispute and unless otherwise specified by HPGCL, the Independent Engineer shall continue to perform its functions under this Agreement. In the event that the appointment of the Independent Engineer is terminated hereunder, HPGCL shall appoint forthwith another Independent Engineer in accordance with Clause 34.1.

34.5 Authorized signatories

HPGCL shall require the Independent Engineer to designate and notify to the HPGCL and the MDO up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer for the advice and directions provided under the Scope of its duties and functions, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

34.6 Dispute Resolution

If either Party Disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

PART V
FINANCIAL COVENANTS

ARTICLE-35
MININGCHARGEANDOTHERCHARGES

35.1 MiningCharge

35.1.1 SubjecttoandinaccordancewiththetermsofthisAgreement,HPGCLshallpay to the Mine Developer and Operator the Mining Charge per Tonne of CoalDeliveredbytheMineDeveloperandOperatorattheDeliveryPointinaccordancewiththeprovisionsofthisAgreement(**the“MiningCharge”**),which shallbecalculated inthefollowing manner:

- a. The quoted WorkComponent finalized after Price Negotiations with HPGCL is Rs. *•+(Rupees*•+)perTon(**the“BaseMiningCharge”**).
- b. The "Base Mining Charge" shall include all activities for attaining Rated Production. Base Mining Charge also shall include all Pre commencement activities for commencement of Production, all Mines associated infrastructure construction.
- c. The Base Mining Charge shall be revised every quarter (commencing from the first quarter after the Bid Date) to reflect the variation in Price Index occurring between the Reference Index Date of the quarter preceding the Bid Date and the Reference Index Date for the quarter preceding the date of revision, and the amount so determined shall be the Mining Charge(**MC_p**) for that quarter.
- d. The "Base Mining Charge" includes Phase II Activities for commencement of Production, all Mines associated infrastructure construction and shall include all other charges to carry out all the activities in accordance with the provisions of this Agreement.
- e. The Mining Charge per Tonne of coal shall exclude Charges towards Phase-I activities as it shall be paid separately as per the clause 35.6 of this CMA.
- f. It is explicitly clarified that, the MDO shall be paid only Mining Charge and no separate payment shall be paid to MDO for works, services, construction, commissioning, operation & maintenance, obligations of MDO, purchases/ delivery etc., unless otherwise explicitly specified in this Agreement. Further, MDO shall be paid with external transportation and loading charges upto Loading Point as per clause 35.7 of this Agreement.

35.2 AdditionalCapacity

35.2.1 TheMineDeveloperandOperatorshall,uponrequestfromHPGCLandinaccordance with Applicable Laws,Specifications and Standards and MaintenanceRequirements, construct, install and operate any excavation capacity which is inadditiontoandin excessofthe PeakratedCapacity(**the“Additional Capacity”**).

35.2.2 The additional Coal produced under the Additional Capacity installed hereundershallhavethesameMiningChargeotherwise payablefortheContractedCapacity.

35.3 Taxesandduties

35.3.1 It is expressly agreed by the Parties that the Charges towards Phase-I activities, Mining Charge & Transportation Charges as per CCL rates payable by HPGCL under this Article 35 shall be exclusive of GST and GST will be paid as per the applicable Act. The MDO shall quote the bid considering the advantages of provisions of Input Tax Credit (ITC). The Charges towards Phase-I activities, Mining Charge & Transportation Charges shall also be exclusive of all royalties, statutory levies, cesses and duties and contribution to District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET) and all other statutory charges applicable from time to time will be paid or reimbursed as per the applicable regulatory framework during the subsistence of Coal Mining Agreement on the Charges towards Phase-I activities, Mining Charge & Transportation Charges payable to MDO. All other Taxes, Duties, levies, cess, penalty (if any), on the goods, materials, Equipment and services incorporated in and forming part of the Mines, charged, levied or imposed by any Government Instrumentality including all other statutory charges shall be to the account of the MDO only. HPGCL shall not pay/reimburse any other statutory charges unless otherwise it is explicitly mentioned in this Agreement.

The MDO shall comply with all the necessary Tax related statutory compliances including but not limited to providing GST invoices or other Documentation as per GST law relating to the above supply to HPGCL, uploading the details of the invoice, payment of Taxes, timely filing of valid statutory returns for the Tax period on the Goods and Service Tax Portal.

In case any demand is recovered from HPGCL on account of any act of the MDO, including but not limited to non-payment of GST charged and recovered, non-filing of Returns, non-uploading of valid invoices raised on HPGCL in the Returns etc., the MDO shall indemnify HPGCL in respect of all claims of Tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

35.3.2 **TDS (wherever applicable):** For the purpose of this Agreement, it is agreed between the parties that Tax deduction at source (TDS) at the rate of (specified rate) shall be deducted in accordance with the statutory requirement under Income Tax Act, GST laws and other Applicable Laws from all the payment made to the MDO including any advances paid.

HPGCL shall pay applicable GST on Mining Charges or on any other charges payable to the MDO upon submission of GST invoice under Article 35 and 36 of this Agreement.

35.3.3 **Income Tax:**

HPGCL shall not be liable towards income Tax of whatever nature including variations, arising out of this Agreement, as well as Tax liability of the MDO and his personnel. Deduction/ withholding of Tax at source at the prevailing rate and other applicable Taxes, if required to be made shall be effected by the HPGCL before making any payment, as per Applicable Law. The annual Certificates for the Tax deducted at Source shall be made available in HPGCL website. The Bidder has to furnish PAN number in his bid itself.

35.4 **Payment, Stockpiling and Delivery of Coal**

- 35.4.1 HPGCL shall make payment to MDO as per the following:
- a. upon receipt of Fortnightly Invoice, 95% (Ninety Five Percent) of the Mining Charge as provided in clause 35.1.1 for the quantity of ROM coal Delivered to Delivery Point, logistics agency/ end uses of HPGCL as per the directives of HPGCL.
 - b. Balance 5% (five percent) after quarterly reconciliation as per clause 35.4.3.
- 35.4.2 HPGCL and its Representatives shall measure, by using laser technology (the "Laser Measurement"), the volume of Coal at the Coal Depot(s), at the end of every quarter as per Clause 27.7. The volume of coal so derived there above, shall be converted to quantity of Coal based on density of such coal stacked at the Coal Depot.
- 35.4.3 Upon reconciliation by post measurement of coal stock, quantity of Coal Delivered and quantity of Coal dispatched as stated in 35.4.1, the balance amount shall be released to the MDO by HPGCL within fifteen days from the receipt of claim from MDO for the quantity of coal dispatched/delivered. For avoidance of doubt, fortnightly bill shall be released as per the provisions of clause 35.4 and the balance amount payable (of 5% of the Mining charge) shall be reconciled every quarter with the quantity of stock at the mine/ Coal Depots, quantity of coal at siding/silo and the quantity of coal Delivered to end users/HPGCL end uses/HPGCL/Delivery Point. Post reconciliation, 5% of Mining charge shall be payable for the reconciled quantity so Delivered/dispached HPGCL /Delivery Point etc.
- 35.4.4 The MDO shall be penalized for any losses/shortfall quantity of Coal so deduced in reconciliation as stated above. The quantum of penalty shall be twice rate of equivalent grade of Coal (Representative Price based on National Coal Index published by MoC, GoI). The penalty for losses/shortfall quantity of Coal shall be recovered from the 5% (five percent) amount retained by HPGCL/subsequent bills. For the purpose of imposing penalty, the equivalent grade of coal means the highest grade of coal produced during that particular month.
- 35.4.5 In the event there is insufficient supply of wagons at the Delivery Point or for any other reason HPGCL opts not to take Delivery of Coal and instructs the Mine Developer and Operator in writing to stock the Coal otherwise available for Delivery, at the Coal Depot (the "Undelivered Coal"), then subject to and in accordance with the terms of this Agreement, HPGCL shall pay to the Mine Developer and Operator the following amounts:
- (a) 75% (seventy-five percent) of the Mining Charge per Ton of Undelivered Coal;
 - (b) 20% (twenty percent) of the Mining Charge per Ton of Undelivered Coal, at the time of Delivery of the Undelivered Coal (or part thereof) at the Delivery Point subject to fulfilment of provisions of clause 35.4.
 - (c) 5% (five percent) of the Mining Charge per Ton for the Delivered coal for that quarter after reconciliation as per provisions of clause 35.4.3.
 - (d) For avoidance of doubt, reconciliation payment of 5% shall be for the quantity of ROM coal Delivered by the MDO for that quarter.

It is clarified that no re-handling charge is payable by HPGCL to the MDO for re-handling of the Undelivered Coal and the cost of such re-handling of the Undelivered Coal shall be deemed to be included in the Base Mining Charge.

35.5 Lead Variation Charge

The "Base Mining Charge" is inclusive of variation in lead for the Mining related operations.

35.6 Charges towards Phase-I activities

The detailed Scope of services of MDO for Phase-I Activities shall be as per the Relevant Articles and Schedule-T of this Agreement. The total quoted cost of above Phase-I Activities after the Price Negotiations with HPGCL is Rs. without GST. The Charges towards Phase-I activities shall remain firm and shall not be revised to reflect the variation in Price Index. The payment will be made upon completion of respective milestones/activities. The details of apportioning and payment are detailed for each activity in Cl. 36.1 of CMA.

35.7 Transportation Charges towards 'Alternate Arrangement of Coal Transportation':

Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding near the block, or in the event of non-commissioning of the same, MDO shall load the coal into the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and load into the Railway wagons (the "Loading Point").

Outside the Mine Lease boundary, MDO shall be paid with the external Coal Transportation Charge by road and also the Loading Charge (both excluding GST) upto the Loading Point which shall be as per the prevailing prices as notified by CCL (CIL) applicable for mines of CCL in Jharkhand State.

For example, the notified coal Surface to Surface transportation charges of CCL effective from 29.08.2022 (Schedules of Rates to be revised from time to time by CCL) are as follows:

Lead Slab, km	Lead Mean (Km)	Coal Transportation Charge, (surface to surface-S2S) Rs./tonne
11-12 km	11.5	115.34
12-13 km	12.5	123.25
13-14 km	13.5	131.14
14-15 km	14.5	138.93

Similarly, notified prices for Loading of Coal with contractor's payloader into railway wagons is Rs. 9.54 / tonne (Loading of coal into railway wagons by contractor's payloader(s) at railway siding including levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc. as per instruction of Mining incharge).

**ARTICLE-36
BILLING AND PAYMENT**

36.1 Billing and Payment for Phase-I Activities:

36.1.1 The total quoted cost of above Phase-I Activities after the Price Negotiations with HPGCL is Rs. without GST. The “Charges towards Phase-I activities” shall remain _____ firm and shall not be revised to reflect the variation in Price Index. The payment will be made in stages on completion of each activity.

Sl. No.	Description	Quoted Price (in Rs.)	Quantity	Total Amount (in Rs.)
1.0	Charges towards Phase-I activities:			
	Bidders have to quote prices for each sub-activities as per the format given.			
	Details	Quoted Price (in Rs.)	Quantity	Total Amount (in Rs.)
1.1	Civil survey & DGPS survey for demarcating block boundary and erecting boundary pillars and site survey for contouring (**)		1 Time	
1.2	Detailed Exploration & Drilling, Geophysical logging & analysis etc. with preparation of Geological Report (GR) and approval thereof (**)		1 Time	
1.3	Geo-technical investigation, Slope stability study and Preparation of reports thereof.		1 Time	
1.4	Hydro-geological investigation & pumping test and preparation of reports thereof.		1 Time	
1.5	Preparation of Mining & Mine Closure Plan and approval thereof.		1 Time	
1.6	Preparation of Detailed Project Report.		1 Time	
2.0	Total Charges towards Phase-I Activities (from 1.1 to 1.6)		1 Time	

(**) Breakup of Cost to be given in the below mentioned Format:

Sl. No.	Activity	UNIT	Charges (INR) (to be quoted by the Bidder)
1.1	Survey		
	Civil survey & DGPS Survey with approval for demarcating Block Boundary	Per Sq. Km	
	Erecting Boundary pillar ,	Per pillar	
	Topographic survey along with Surface Contouring at 1m. interval ,	Per Sq. Km.	
	RL. & coordinates of boreholes	Per Bh..	
1.2	A) Exploration		
	Core Drilling and Logging		
	NQ size	Per mt	
	BQ Size	Per mt	
	Plugging & sealing of Boreholes Bore hole Pillar	Per borehole	
	Geological mapping on 1:4000/5000 scale	Per Sq. Km.	
	B) Geophysical Survey		
	Geophysical logging	Per m	
	Dual density with caliper	Per m	
	Natural Gama	Per m	
	Neutron- Neutron	Per m	
	Self/ Spontaneous potential (SP)	Per m	
	Single point resistance (SPR)	Per m	
	C) Chemical analysis		
	Band by Band analysis	Per sample	
	Proximate analysis	Per sample	
	Overall analysis	Per sample	
	GCV	Per sample	
	AFT	Per sample	
	HGI	Per sample	
	Sulphur Distribution	Per sample	
	Ultimate analysis	Per sample	
	Ash analysis		
	Preparation of Geological Report		

36.1.2 After the completion of each Phase-I Activity, the MDO shall submit in triplicate addressed to CE (Fuel) HPGCL, HO, Panchkula an invoice in the format furnished by HPGCL (the "Work Invoice") signed by the authorized signatory of the MDO.

36.2 Billing & Payment for Phase-II Activities (Mining Charge)

36.2.1 The MDO shall be paid Mining Charge as detailed below:

Description	Quoted Price (in Rs.)	Quantity	Total Amount (in Rs.)
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Charge towards Phase-II activities:			
<p>Base Mining Charge (Rs. per Tonne of Coal): Base Mining charge including all activities for commencement of Coal production and carrying out entire mining activities for Development and Operation of the Mines, Transportation and Despatch of Coal, Mine Closure Activities including Cost of Power & Diesel as per detailed Scope of work stipulated for MDO in the Tender Document.</p> <p>The Base Mining charge will also include the following :</p> <ul style="list-style-type: none"> • EIA-EMP study, • Land use pattern study, • SIA study, • Any other study as required, • Forestry Stage-I and Stage-II, • Environmental Clearance, • Mining Lease , • Airport Authority of India Clearance, • Consent to Establish, • Consent to Operate • Any other clearance/ approval / permission required <p>Notes: (All Statutory remittances/fees for obtaining all Clearances shall be paid by MDO)</p> <p>(All clearances/ approvals / permissions etc shall be in the name of HPGCL).</p> <p>All land acquisition & R&R activities (All Documented cost to be paid by HPGCL)</p>		102350000 Tonnes	

36.2.1.1 Billing and Payment for Phase-II Activities (Mining Charge)

The Mine Developer and Operator shall, by the 5th (fifth) day and 20th (twentieth) day of each month (or, if such day is not a Business Day, the immediately

following Business Day), submit in triplicate addressed to CE (Fuel), Deenbandhu Chhotu Ram Yamunanagar TPP, HPGCL, an invoice, in the format furnished by HPGCL (the "Fortnightly Invoice") signed by the authorized signatory of the Mine Developer and Operator setting out the computation of the Mining Charge payable by HPGCL to the Mine Developer and Operator in respect of the immediately preceding fortnight in accordance with the provisions of this Agreement. The payment will be made to the Mine Developer and Operator as per the provisions of clause 35.4. The format of Fortnightly Invoice for Base Mining Charge and Transportation Charges shall be formulated by HPGCL in consultation with Independent Engineer. The format of Fortnightly Invoice shall be revised by HPGCL at any point of time to suit the requirements of HPGCL.

36.2.2 The Mine Developer and Operator shall, with each Fortnightly Invoice, submit

- a) certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement;
- b) an estimate of the approximate weight of Coal stored at the Coal Depots at the close of the relevant fortnight;
- c) Weighment Receipts/Railway Receipts, etc, issued for the Delivery of Coal to HPGCL Delivery Point during the relevant fortnight;
- d) Official Documents in support of the variation in Price Index;
- e) detailed calculations of the Mining Charge, Stripping Ratio Variation Charge and any other amounts payable by HPGCL in accordance with this Agreement ;
- f) details in respect of Taxes payable or reimbursable, if applicable in accordance with the provisions of this Agreement;
- g) details in respect of Aggregate Damages payable and recoveries to be made in accordance with the provisions of Coal Mining Agreement. The Aggregate Damages and recoveries shall include all the penalties, damages, recoveries payable by MDO including but not limited to Damages for non-fulfillment of Conditions Precedent, Damages for delay in achieving Project Milestones, penalty for Grade Slippage, Damages for shortfall in OB removal, coal production, Damages for shortfall in coal dispatched, penalty for loss/shortfall in quantity of coal deduced after reconciliation, recovery of amount deposited in escrow account, any other recovery etc;
- h) the net amount payable under the Fortnightly Invoice; and
- i) self-certificate for having complied with the provisions of all Applicable Laws required to be complied with regarding to payment of wages and salaries, remittance of CMPF/ EPF, compliance with CL(R&A) Act, renewals of license, Approvals and Applicable Permit etc.

36.2.4 Except as set out in Clauses 36.2.1.1 and 36.2.2, in the event that any sums of money are due from one Party to the other Party under this Agreement (including any amounts payable as Damages), then the Party to whom such sums of money are

re owed shall send to the other Party an invoice together with relevant supporting Documents showing the basis for the calculation of such sums ("Miscellaneous Invoice").

Note: The Mine Developer and Operator shall, submit the Fortnightly Invoice and Miscellaneous Invoice in accordance with the GST rules, 2017 and Amendments issued, if any thereafter.

36.2.5 Due Dates

- a) Each Fortnightly Invoice and/ or Miscellaneous Invoice delivered to HPGCL shall become due and payable by HPGCL preferably within 30 (thirty) days after the receipt of such Fortnightly Invoice and/ or Miscellaneous Invoice, as the case may be;
- b) Subject to Clause 36.2, each Party shall pay on or before the relevant due date, the amount that becomes due and payable by such Party to the other Party pursuant to a Fortnightly Invoice or a Miscellaneous Invoice. Such payments shall, unless otherwise stated, be made in Rupees and shall be made by wire transfer, to the Bank account designated by the Mine Developer and Operator or HPGCL, as applicable.
- c) In the event the full amount under a Fortnightly Invoice or a Miscellaneous Invoice payable by either Party is not paid when due, any unpaid amount thereof shall bear interest from the due date until paid, at the Ruling Cash Credit Rate / MCLR of State Bank of India applicable to HPGCL. Interest shall be paid on the date when payment of the amount due is made.

36.2.6 HPGCL shall retain 5% (FIVE percent) of the due fortnightly bills on all payments pending reconciliation as per Clause 35.4 and 36.2.1.1.

36.2.7 HPGCL shall be entitled to deduct or set off against any amounts payable by the MDO under this Agreement, against any amounts payable by HPGCL to the Mine Developer and Operator under this Agreement, in terms of any provisions pertaining to Damages specified in this Agreement.

36.2.8 Adjustments in Mining Charge

36.2.8.1 Any recoveries, Damages and payments, required to be made in accordance with the provisions of this Agreement, shall be made on a fortnightly basis and adjusted in the Mining Charge and Transportation Charges payable to the Mine Developer and Operator.

36.2.8.2 The aggregate of all Damages payable by the Mine Developer and Operator for any fortnight, in terms of this Agreement, shall be deemed as the Aggregate Damages (the "Aggregate Damages") and is deemed to be due and payable by the Mine Developer and Operator, under these provisions.

36.2.8.3 In the event that the amount payable by the Mine Developer and Operator in accordance with the provisions of Clause 36.2.8.2 shall exceed 10% (ten per cent) of the total Mining Charge receivable during any fortnight, the amount in excess of such 10% (ten per cent) shall be carried forward to the subsequent fortnight. For

the avoidance of doubt, if the amount carried forward under this Clause cannot be adjusted in the subsequent fortnight, it shall continue to be carried forward to the following fortnights until it is fully adjusted, but only within the ceiling of 10% (ten per cent) per fortnight specified hereinabove.

36.3 PaymentstoContractorsofMDO:

36.3.1 The MDO shall maintain a separate account with a Scheduled Bank near the Mine for the purpose of receiving all the payments under this Agreement and for utilization of payments received from HPGCL for disbursement to Contractors, vendor etc., of the MDO.

36.3.2 The MDO shall be required to submit an undertaking to HPGCL every quarter, certifying that all due statutory payments, labour payments and payments to all his sub-contractors, vendors etc., have been disbursed in accordance with provisions of this Agreement, statutory laws/rules/regulations, guidelines, conditions imposed (if any) while grant of permissions etc.

36.4 DisputedAmounts

36.4.1 In the event a Party disagrees with an invoice, such Party shall promptly and in no event later than 10 (ten) days of receipt of such invoice notify the other Party of the disagreement and reason thereof. Within 7 (seven) days of receipt of such notice, the other Party shall present any information or evidence as may reasonably be required for determining that the disputed amounts under an invoice are payable. The disputing Party may, if necessary, meet a Representative of the other Party for resolving the Dispute and in the event that the Dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. Promptly and no later than 60 (sixty) days after resolution of any Dispute as to an invoice, the amount of any overpayment or underpayment shall be paid by the Mine Developer and Operator or HPGCL (as the case may be) to the other Party, together with interest thereon at the Ruling Cash Credit Rate / MCLR of State Bank of India applicable to HPGCL from the due date of payment to the actual date of payment. For the avoidance of doubt, HPGCL shall be entitled to raise a Dispute regarding any amounts under an invoice, whether due or already paid under this Agreement, at any time.

36.5 Provisional payment against Price Index

In the event authenticated information is not available for and in respect of the Price Index as on the relevant date, HPGCL shall make provisional payments on the basis of the Price Index of the last date for which such information is available and the balance shall be paid or recovered, as the case may be, within 30 (thirty) days of the publication of the Price Index for such relevant date.

36.6 Price Variation

36.6.1 The Base Mining Charge of the MDO (after Price Negotiation with HPGCL) shall be revised every quarter as outlined in Article 35 of the Coal Mining Agreement.

36.6.2 The Base Mining Charge of the MDO shall be revised every quarter (commencing from the first quarter after the bid Date) as outlined in Article 35 of

the Coal Mining Agreement to reflect the variation in Price Index occurring between the Reference Index Date of the quarter preceding the Bid Submission Date and the Reference Index Date for the quarter preceding the date of revision, and the amounts so determined shall be the Mining Charge for that quarter. The Mining Charge shall be computed upto 2 (two) decimal places.

36.6.3 The Price Index only for the Mining Charges and Transportation Charges shall be construed in the following manner

- i. 20% of the component will be fixed and will not be subjected to any variation whatsoever.
- ii. 25% of WPI
- iii. 25% of CPI (IW); and
- iv. 30% for High Speed Diesel (as per IOCL Rates)

Except for the above, there shall not be any price variation for any individual components like Power, Tyre, Explosives & Blasting Accessories, Lubricants, Machineries/ Spares etc., under any circumstances.

36.6.4 Formula for calculation of Mining Charge and Transportation Charges in a particular quarter

- a) Let WPI_0 , be the WPI value on the Reference Index Date of the quarter preceding the Bid Submission Date
- b) Let WPI_1 be the WPI value on the Reference Index Date for the quarter preceding the date of revision
- c) Let CPI_0 be the CPI (IW) value on the Reference Index Date of the quarter preceding the Bid Submission Date
- d) Let CPI_1 , be the CPI (IW) value on the Reference Index Date for the quarter preceding the date of revision
- e) Let HSD_0 , be the WPI for the subcategory 'high speed diesel oil' on the Reference Index Date of the quarter preceding the Bid Submission Date
- f) Let HSD_1 be the WPI for the subcategory 'high speed diesel oil' on the date of revision

$$\text{Mining Charge}_p (MC_p) = \text{Base Mining Charge} (MC) \times \{1 + [(WPI_1 - WPI_0) / WPI_0 \times 25\%] + [(CPI_1 - CPI_0) / CPI_0 \times 25\%] + [(HSD_1 - HSD_0) / HSD_0 \times 30\%]\}$$

The price variation for the transportation & Handling Charge shall also be similarly calculated/ Illustration.

Let use Base Mining Charge be Rs. 1000.00.

At Bid Submission Date, Let $WPI_0 = 178.6$, $CPI_0 = 263$ and $HSD_0 = 207.3$ In a particular quarter, let $WPI_1 = 200$, $CPI_1 = 280$ and $HSD_1 = 220$

Mining Charge for the quarter = Rs. 800 X {1 + [(200 - 178.6)/178.6 X 25%] + [(280 - 263)/263 X 25%] + [(220-207.3)/207.3 X 30%]}

= Rs. 1000 X {1+3% +1.62%+1.84%}

=Rs.1000 X 1.0645=Rs.1064.50

Referenceratestobeused:

- i) WPI - the figures published by the Office of the Economic Advisor, Government of India. Ministry of Commerce & Industry on their website <https://eaindustry.nic.in/> shall be used. The figure published for WPI Series for **All Commodities** shall be used.
- ii) CPI (IW) - the figures published by the Labour Bureau, Government of India on their website (<http://labourbureau.nic.in/indnum.htm>) shall be used. The figure published as the **All India Index** shall be used.
- iii) High Speed Diesel - the figures published by the IOCL shall be used. (Arithmetical Average of Selling Price of bulk Diesel per litre inclusive of Taxes & Duties for the Project Site received from IOCL for a particular quarter)

ARTICLE-37
DETERMINATION OF GRADE

37.1 Determination of Grade at Coal Seams

- 37.1.1** The Coal grade will be declared as per the provisions of Colliery Control Rules, 2004 / Coal grading notification issued by MoC. The Mine Developer and Operator shall be entitled to participate in sampling and testing of samples collected from Coal Seams for the purpose of declaration of grade. The grade of Coal shall be declared twice every Accounting Year, in accordance with this Clause 37.1.1 (the "**Declared Grade**").
- 37.1.2** In case there is a Grade Slippage during an Accounting Year, the Mine Developer and Operator may request the revision of the grade in accordance with the provisions of Colliery Control Rules, 2004 and notifications made there under.

Note: determination of grade inserted appropriately at various places of this Agreement. Any references to this article shall be deemed to be references to respective provisions mentioned else where in this Agreement.

ARTICLE-38 INSURANCE

38.1 InsureduringContractPeriod

The Mine Developer and Operator shall effect and maintain at its own cost, duringthe Contract Period, such insurances for such maximum sums as may be requiredunder the Financing Agreements and Applicable Laws, and such insurances as maybe necessary or prudent in accordance with Standard Industry Practice. The MineDeveloper and Operator shall also effect and maintain such insurances as may benecessary for mitigating the risks that may devolve on HPGCL as a consequenceof any act or omission of the Mine Developer and Operator during the ContractPeriod.TheMineDeveloperandOperatorshallensurethateachinsurancepoli cy,HPGCL shallbea co-insured.

38.2 InsuranceCover

Without prejudice to the provisions contained in Clause 38.1, the Mine Developerand Operator shall ensure and maintain Insurance Cover including, but not limited,tothefollowing:

- (a) Loss,damageordestructionoftheProjectAssets(ofHPGCL&thosecreated by MDO), including assets handed over by HPGCL to the MineDeveloper andOperator,atreplacement value;
- (b) comprehensive third-party liability insurance including injury to or death ofpersonnelofHPGCLor otherscausedbytheProject;
- (c) theMineDeveloperandOperator'sgeneralliabilityarisingoutoftheAgreement;
- (d) liabilitytothirdpartiesforgoodsorpropertydamage;
- (e) workmen'scompensationinsurance;
- (f) Insurancefor diesel;
- (g) Insurance for coal forDeclared Capacity (for coal- at the representative price of equivalent grade ofCoalpublishedbyMoCinvogueatthetimeofprocuringinsurance,forminerals other than coal- at sale value/ prices communicated by HPGCL asper provisions of this Agreement) at intermediate storage at Coal Depot,transportation of coaltill DeliveryatDeliveryPoint;and
- (h) any other insurancethatmay benecessary to protecttheMineDeveloperandOperatorand their employees, including all ForceMajeureEventsthatareinsurableatcommerciallyreasonablepremiumsand nototherwisecovered initems (a)to(g)above.
- (i) InsurancespecifiedinSchedule-T.

The above provisions shall apply *mutatimutandis* to Contractors engaged by MDO.It shall be the responsibility of MDO to ensure that Contractors engaged by MDOshallprocureand maintaintherequisitInsuranceCover.

38.3 NoticetoHPGCL

No later than 30 (thirty) days after the commencement of the Phase-I/Construction Period/ Phase-II/ the Operation Period/ mining operations, as the case may be, the Mine Developer and Operator shall by notice furnish to HPGCL, in reasonable detail, information in respect of the insurance that it proposes to effect and maintain in accordance with this Article 38. Within 30 (thirty) days of receipt of such notice, HPGCL may require the MDO to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedures shall apply.

38.4 Evidence of Insurance Cover

All insurances obtained by the Mine Developer and Operator in accordance with this Article 38 shall be maintained with insurers on terms consistent with Standard Industry Practice. Within 15 (fifteen) days of obtaining any Insurance Cover, the Mine Developer and Operator shall furnish to HPGCL, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Mine Developer and Operator to HPGCL.

38.5 Remedy for failure to insure

If the Mine Developer and Operator shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, HPGCL shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Mine Developer and Operator.

38.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Mine Developer and Operator pursuant to this Article 38 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, HPGCL, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in anyway connected with any loss, liability or obligation covered by such policies of insurance.

38.7 Mine Developer and Operator's waiver

The Mine Developer and Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, HPGCL and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Mine Developer and Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Mine

Developer and Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

38.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be applied by the Mine Developer and Operator firstly, for any necessary repair, reconstruction, reinstatement, replacement, improvement or development of the Mines, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

ARTICLE-39
ACCOUNTS AND AUDIT

39.1 Audited accounts

- 39.1.1 The Mine Developer and Operator shall maintain books of accounts recording all its receipts (including revenues from Mining Charge and all incomes derived/collected by it from or on account of the Mines and Coal), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Standard Industry Practice, Applicable Laws and Applicable Permits. The Mine Developer and Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. HPGCL shall have the right to inspect the records of the Mine Developer and Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to HPGCL for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.
- 39.1.2 The Mine Developer and Operator shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to HPGCL its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by companies listed on a stock exchange.
- 39.1.3 On or before the thirty-first day of May each Accounting Year, the Mine Developer and Operator shall provide to HPGCL, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarized information (a) receipts on account of Mining Charge, (b) all other revenues from, or account of the Mines, and (c) such other information as HPGCL may reasonably require.

39.2 Appointment of auditors

- 39.2.1 The Mine Developer and Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-P. All fees and expenses of the Statutory Auditor shall be borne by the Mine Developer and Operator. The Mine Developer and Operator may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to HPGCL, subject to their replacement of Statutory Auditors being appointed from the Panel of Chartered Accountants.
- 39.2.3 Notwithstanding anything to the contrary contained in this Agreement, HPGCL shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "**Additional Auditors**") from the Panel of Chartered

Accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

39.3 Certification of claims by Statutory Auditors

Any claim or Document provided by the Mine Developer and Operator to HPGCL in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental there to, shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.

39.4 Set-off

In the event any amount is due and payable by HPGCL to the Mine Developer and Operator, it may set-off any sums payable to it by the Mine Developer and Operator and pay the balance remaining amount. Any exercise by HPGCL of its rights under this Clause 39.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

39.5 Dispute Resolution

In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by HPGCL by recourse to the Dispute Resolution Procedure. Save as hereinafter provided, in respect of a Dispute so referred, the decision of HPGCL shall be final and binding upon the Parties until the completion of the Contract Period and shall forthwith be given effect to by the MDO who shall proceed with the work with all due diligence, whether or not either Party has sought Dispute Resolution Procedure.

PART-VI
FORCE MAJEURE AND TERMINATION

ARTICLE-40 FORCEMAJEURE

40.1 FORCEMAJEURE

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 40.2, 40.3 and 40.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Standard Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

40.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts or stoppage of work or 'bandh' (other than those involving the Mine Developer and Operator, its Contractors or their respective employees/Representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Mines for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 40.3;
- (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Mine Developer and Operator by or on behalf of such Contractor;
 - (a) any delay or failure of an overseas Contractor to deliver Equipment in India if such delay or failure is caused outside India by any events specified in sub clause above and which does not result in any offsetting compensation being payable to the Mine Developer and Operator by or on behalf of such Contractor;
- (d) any judgment or order of any court of competent jurisdiction or Statutory Authority made against the Mine Developer and Operator in any proceeding for reasons other than (i) on account of breach of any Applicable Law or Applicable Permit or any contract, or (ii) enforcement of this Agreement, or (iii) exercise of any of its rights under this Agreement by HPGCL;

- (f) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through inspection of the Site; or
- (g) any event or circumstances of a nature analogous to any of the foregoing Clause: 40.3

40.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents excavation or Delivery of Coal by the Mine Developer and Operator for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (d) failure of HPGCL to permit the Mine Developer and Operator to continue with the development of Mines, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds;
- (e) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Mine Developer and Operator by or on behalf of such Contractor;
- (f) any Indirect Political Event that causes a Non-Political Event; or
- (g) any event or circumstances of a nature analogous to any of the foregoing.

40.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 47 and its effect, in financial terms, exceed the sums specified in Clause 47.1.
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Mine Developer and Operator or of the Contractors;
- (c) unlawful or unauthorized or without jurisdiction, revocation of or refusal to renew or grant without valid cause, any clearance, license, Applicable Permit, authorization, no objection certificate, consent, Approval or exemption required by the Mine Developer and Operator or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Mine Developer and Operator's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate,

exemption, consent, Approval or Applicable Permit;

- (d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Mine Developer and Operator by or on behalf of such Contractor; or
- (e) any event or circumstance of a nature analogous to any of the foregoing.

40.5 Duty to report Force Majeure Event

40.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 40 with the evidence in support thereof,
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

40.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

40.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 40.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

40.6 Effect of Force Majeure Event

40.6.1 Upon the occurrence of any Force Majeure Event between LOA Date and CPS Satisfaction Certification, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event.

40.6.2 At any time after the CPS Satisfaction Certification, if any Force Majeure Event occurs:

- (a) before COD, the Contract Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists, subject to the mining lease being extended; or
- (b) after COD, whereupon the Mine Developer and Operator is unable to

Deliver Coal to HPGCL, end users, despite making best efforts or it is directed by HPGCL to suspend production during the subsistence of such Force Majeure Event, the Contract Period shall be extended by a period equal in length to the period during which the Mine Developer and Operator was prevented from production of Coal and mineralson account thereof, subject to the mining lease being extended.

40.7 Allocation of costs arising out of Force Majeure

40.7.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

40.7.2 Save and except as expressly provided in this Article 40, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant thereto.

40.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 40, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

40.9 Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event (or an Unforeseen Event), such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Events shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event. Save as hereinafter provided, in respect of a Dispute so referred, the decision of HPGCL shall be final and binding upon the Parties until the completion of the Contract Period and shall forthwith be given effect to by the MDO who shall proceed with the work with all due diligence, whether or not either Party has sought Dispute Resolution Procedure.

40.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

40.11 Relief for Unforeseen Events

Upon occurrence of an Unforeseen Event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the "**Unforeseen Event**"), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the Project. Within 15 (fifteen) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and upon reaching agreement on occurrence thereof, the Parties shall in good faith determine the manner in which such Unforeseen Event shall be dealt with.

**ARTICLE-41
COMPENSATIONFORBREACHOFAGREEMENT**

41.1 Compensationfordefault bytheMineDeveloper andOperator

IntheeventoftheMineDeveloperandOperatorbeinginmaterialbreachordefault of this Agreement, it shall pay to HPGCL by way of compensation, alldirect costs suffered or incurred by HPGCL as a consequence of such materialbreach or default, within 30 (thirty) days of receipt of the demand supported bynecessaryparticularsthereof;providedthatnocompensationshallbepayableunderthis Clause41.1foranymaterialbreachordefaultinrespectofwhichDamages have been expressly specified and payable under this Agreement or foranyconsequential lossesincurred by HPGCL.

FortheScopeofactivities/services/worksofMDOenvisagedunderthisAgreementwhere timelinesandDamagesarenotexplicitlyspecified,theIndependentEngineershalldetermine thetimelinesreasonablyrequiredforfulfillmentordischargingofsuchactivities/services/worksas perStandardIndustryPractice.TheDamagesshall beleviedfor delayof eachweekorpartthereofincarryingoutorachievingorfulfillmentofactivities/services/workswwhich shall be determined as 10% of the value of such Scope of work or services oractivity as determined by Independent Engineer. Such Damages levied shall notabsolvethemDOfromcarryingoutsuchactivities/ services/ works.

ARTICLE-42
SUSPENSION OF MINE DEVELOPER AND OPERATORS' RIGHTS

42.1 Suspension upon Mine Developer and Operator Default

Upon occurrence of a Mine Developer and Operator Default, HPGCL shall be entitled, subject to Applicable Laws and without prejudice to its other rights and remedies under this Agreement including its rights to claim Damages and the right of Termination hereunder, to (a) suspend all rights of the Mine Developer and Operator under this Agreement including the Mine Developer and Operator's right to receive Mining Charge and other amounts under this Agreement, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such Suspension ("Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by HPGCL to the Mine Developer and Operator and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Mine Developer and Operator, HPGCL shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

42.2 HPGCL to act on behalf of Mine Developer and Operator

42.2.1 During the period of Suspension hereunder, all rights and liabilities vested in the Mine Developer and Operator in accordance with the provisions of this Agreement shall continue to vest therein and all things done or action taken, including expenditure incurred by HPGCL for discharging the obligations of the Mine Developer and Operator under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Mine Developer and Operator and the Mine Developer and Operator undertakes to indemnify HPGCL for all costs and losses incurred during such period. The Mine Developer and Operator hereby licenses and sub-licenses respectively, HPGCL or any other person authorized by it under Clause 42.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Mine Developer and Operator with respect to the Mines and its design, development, engineering, construction, operation and maintenance and which is used or created by the Mine Developer and Operator in performing its obligations under the Agreement.

42.3 Revocation of Suspension

42.3.1 In the event that HPGCL shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Mine Developer and Operator under this Agreement. For the avoidance of doubt, the Parties expressly agree that HPGCL may, in its discretion, revoke the Suspension at any time whether or not the cause of Suspension has been rectified or removed hereunder.

42.3.2 Upon the Mine Developer and Operator having cured the Mine Developer and Operator Default to the satisfaction of HPGCL within a period not exceeding

90(ninety) days from the date of Suspension, HPGCL shall revoke the Suspension forthwith and restore all rights of the Mine Developer and Operator under this Agreement.

42.4 Termination

- 42.4.1 At any time during the period of Suspension under this Article 42, the Mine Developer and Operator may by notice request HPGCL to revoke the Suspension and issue a Termination Notice. HPGCL shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 43. It is clarified that all the provisions of this Agreement shall apply, *mutatis mutandis*, to a Termination pursuant to this Clause 42.4.1 as if a Termination Notice had been issued by HPGCL upon occurrence of a Mine Developer and Operator Default.
- 42.4.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 42.1, then unless otherwise agreed by the Parties, this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual Agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by HPGCL upon occurrence of a Mine Developer and Operator Default.

**ARTICLE-43
TERMINATION**

43.1 Termination for Mine Developer and Operator Default

43.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Mine Developer and Operator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Mine Developer and Operator shall be deemed to be in default of this Agreement (the "**Mine Developer and Operator Default**"), unless the default has occurred solely as a result of any breach of this Agreement by HPGCL or due to Force Majeure. The defaults referred to herein shall include:

- a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Mine Developer and Operator fails to replenish _____ or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- b) the Mine Developer and Operator does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 180 (one hundred and eighty) days;
- c) the MDO abandons or manifests intention to abandon the development or operation of the Mines without the prior written consent of HPGCL;
- d) COD or Completion do not occur within the periods specified in Clause 22.2 and clause 22.3;
- e) the Mine Developer and Operator is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- f) the Mine Developer and Operator has failed to make any payment to HPGCL within the periods specified in this Agreement;
- g) upon receiving a notice in terms of clause 5.1.4 from the Lenders' Representative expressing his intention to invoke the provisions of the Loan Agreement entered into by the MDO, in the event of any default of MDO
- h) a breach of any Project Agreement by the Mine Developer and Operator has caused a Material Adverse Effect;
- i) the Mine Developer and Operator supplies Coal excavated from the Mines, to any person other than in accordance with this Agreement;
- j) the Mine Developer and Operator commits a material breach of the approved Mining Plan (coal or minerals other than coal as the case may be);
- k) the Mine Developer and Operator creates any Encumbrance except as expressly permitted under this Agreement;
- l) the Mine Developer and Operator repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- m) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

- n) the Mine Developer and Operator fails to achieve a monthly Actual Production of 75% (seventy five per cent) of the Monthly Capacity for a cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) a default of HPGCL, not occurring due to any act or omission of the Mine Developer and Operator;
- o) there is a transfer, pursuant to law either of (i) the rights and/ or obligations of the Mine Developer and Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Mine Developer and Operator, and such transfer causes a Material Adverse Effect;
- p) an execution levied on any of the assets of the Mine Developer and Operator has caused a Material Adverse Effect;
- q) the Mine Developer and Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Mine Developer and Operator or for the whole or material part of its assets that has a material bearing on the Project;
- r) the Mine Developer and Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of HPGCL, a Material Adverse Effect;
- s) a resolution for winding up of the Mine Developer and Operator is passed;
- t) any petition for winding up of the Mine Developer and Operator is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Mine Developer and Operator is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Mine Developer and Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Mine Developer and Operator under this Agreement and the Project Agreements; and provided that:
- the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Mine Developer and Operator as at the time of issue of CPS Satisfaction; and
 - Each of the Project Agreements remains in full force and effect.
- u) any representation or warranty of the Mine Developer and Operator herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Mine Developer and Operator is at any time

hereafter found to be in breach thereof;

- v) the Mine Developer and Operator submits to HPGCL any statement, notice or other Document, in written or electronic form, which has a material effect on HPGCL's rights, obligations or interests and which is false in material particulars;
- w) the Mine Developer and Operator has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
- x) the Mine Developer and Operator issues a Termination Notice in violation of the provisions of this Agreement;
- y) the Mine Developer and Operator commits a default in complying with any other provision of this Agreement if such default causes or may cause a Material Adverse Effect; or
- z) if the Mine Developer and Operator is in breach of any terms of this Agreement;
- aa) if the Mine Developer and Operator stops any of mine operations like production, dispatch operation of CHP, Designated Railway Siding or any other stoppage of activities or conveys intention to stop any activities without Approval of HPGCL;
- bb) if the Mine Developer and Operator fails to Deliver/ dispatch coal to HPGCL, end users, etc., continuously for a period of 7 days or for 15 calendar days in a year;
- cc) any other event or occurrence identified as a 'Mine Developer and Operator Default' under this Agreement has occurred;

43.1.2 Without prejudice to any other rights or remedies which HPGCL may have under this Agreement, upon occurrence of a MDO Default, HPGCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the MDO; provided that before issuing the Termination Notice, HPGCL shall by a notice inform the Mine Developer and Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Mine Developer and Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

43.2 Termination for HPGCL Default

- 43.2.1 In the event that any of the defaults specified below shall have occurred, and the HPGCL fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the HPGCL shall be deemed to be in default of this Agreement (the "HPGCL Default") unless the default has occurred as a result of any breach of this Agreement by the MDO or due to Force Majeure. The defaults referred to herein shall include:
- a) the HPGCL commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the MDO;
 - b) the HPGCL has failed to make any payment (to the extent undisputed) which is due and payable to the MDO under this Agreement within the period specified

in this Agreement; or

- c) the HPGCL repudiates this Agreement or otherwise takes any action that amounts to manifest an irrevocable intention not to be bound by this Agreement.

43.2.2 Without prejudice to any other right or remedy which the MDO may have under this Agreement, upon occurrence of a HPGCL Default, the Mine Developer and Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the HPGCL; provided that before issuing the Termination Notice, the MDO shall by a notice inform the HPGCL of its intention to issue the Termination Notice and grant 15 (fifteen) days to the HPGCL to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

43.3 Termination Payment

43.3.1 Termination on account of Default of Mine Developer and Operator or Force Majeure during the Operation Period, HPGCL shall purchase from the Mine Developer and Operator the following assets and pay to the Mine Developer and Operator by way of Termination Payment, an amount equal to the Value as per books of accounts as on the date of issue of Termination Notice less any amounts which the HPGCL is entitled to set-off:

- a) of the Non-Funded Works; and
- b) of the Project Specific Assets.

43.3.1.1 If Termination is on account of default of Mine Developer and Operator (other than Force Majeure) an amount equivalent to 4 (four) times the Mining Charge due and payable for and as per Annual Production Programme in respect of the month immediately preceding the month in which the Termination Notice is issued shall be paid by MDO to HPGCL.

43.3.2 Upon Termination on account of HPGCL Default during the Operation Period, HPGCL shall purchase from the Mine Developer and Operator the following assets and pay to the Mine Developer and Operator by way of Termination Payment, an amount equal to the Value as per books of accounts as on the date of issue of Termination Notice less any amounts which the HPGCL is entitled to set-off:

- a) of the Non-Funded Works;
- b) of the Project Specific Assets; and

43.3.2.1 An amount equivalent to the Mining Charge due and payable for and as per Annual Production Programme in respect of the month immediately preceding the month in which the Termination Notice is issued shall be paid by HPGCL to MDO.

43.3.3 Notwithstanding anything to the contrary in this Article 43, the Mine Developer and Operator acknowledges, agrees and undertakes that:

- a) HPGCL shall not be obligated to purchase from the Mine Developer and Operator any Non-Funded Works and/ or Project Specific Assets or pay the Book Value of any Non-Funded Works and/ or Project Specific Assets to the Mine Developer and Operator unless the Mine Developer and Operator has

avalid, clear and marketable title to such Non-Funded Works and Project Specific Assets, free and clear of all Encumbrances;

- b) subject to (a) above, HPGCL shall not be obligated to purchase or make any Termination Payment in respect of any Moving Equipment used by the Mine Developer and Operator at the Mines unless such Moving Equipment is a Project Specific Asset;
- c) in the event the Mine Developer and Operator enters into any Financing Agreements or arrangements (including hire purchase) with respect to, or which affect, any of the Non-Funded Works and/ or Project Specific Assets, the Mine Developer and Operator shall ensure that the financier or lender under such financing Agreement or arrangement expressly recognizes and accepts the preferential right of HPGCL to purchase the Non-Funded Works and the Project Specific Assets (as the case may be); and
- d) For the amount deposited in the Escrow account, compensation to the MDO shall be as per the provisions of the Clause 19.14 of Schedule-T.

43.3.4 Termination Payments shall be due and payable to the Mine Developer and Operator within 30 (thirty) days of acceptance of demand being made by the Mine Developer and Operator to HPGCL with the necessary particulars, and in the event of any delay, HPGCL shall pay interest at the Ruling Cash Credit Rate /MCLR of State Bank of India applicable to HPGCL on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days; provided further that, HPGCL shall not be required to make any Termination Payment until the Mine Developer and Operator has complied with the Divestment Requirements and has delivered to HPGCL possession of the Non-Funded Works and Project Specific Assets in good working order and free and clear of all Encumbrances, to the satisfaction of HPGCL. For the avoidance of doubt, it is expressly agreed that Termination Payments shall constitute full discharge by HPGCL of its obligations hereunder.

43.3.5 The Mine Developer and Operator expressly agrees that Termination Payment under this Article 43 shall constitute a full and final settlement of all claims of the Mine Developer and Operator on account of Termination of this Agreement for any reason whatsoever and that the Mine Developer and Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contractor otherwise.

43.4 Other rights and obligations of HPGCL

43.4.1 Upon Termination for any reason whatsoever, HPGCL shall:

- a) take possession and control of the Mines forthwith;
- b) subject to the provisions of Clause 43.3. take possession and control of all materials, stores, implements, construction plants and Equipment on or about the Site;
- c) be entitled to restrain the Mine Developer and Operator and any person claiming through or under the Mine Developer and Operator from entering upon the Site or any part of the Project;

- d) be entitled to take control of the entire Coal at the Stockyards and the Mine
- e) require the Mine Developer and Operator to comply with the Divestment Requirements set forth in Clause 44.1; and
- f) succeed upon election by HPGCL, without the necessity of any further action by the Mine Developer and Operator, to the interests of the Mine Developer and Operator under such of the Project Agreements as HPGCL may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date HPGCL elects to succeed to the interests of the Mine Developer and Operator. For the avoidance of doubt, the Mine Developer and Operator acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Mine Developer and Operator and such Contractors, and HPGCL shall not in any manner be liable for such sums. It is further agreed that in the event HPGCL elects to cure any outstanding defaults under such Project Agreements, the amount expended by HPGCL for this purpose shall be deducted from the Termination Payment

43.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 43.3, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either party including its right to claim and recover money, damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such right and obligations.

43.6 Foreclosure of the Contract

Subject to Approval of feasibility of the coal block by HPGCL, commitment for Phase-II Activities shall be made. In case, the Kalyanpur Badalpara coal block is not feasible, either HPGCL or MDO reserves the right to foreclose the contract as per the provisions of Sub-clause c, d & f of Clause 2.1 (viii) of this Agreement and the payment shall be made to the extent of work done in Phase-I Activities as per the CMA and the MDO shall not claim any further compensation.

ARTICLE-44
DIVESTMENT OF RIGHTS AND INTEREST

44.1 Divestment Requirements

44.1.1 Upon Termination, the Mine Developer and Operator shall comply with and conform to the following Divestment Requirements ("**Divestment Requirements**"):

- a) notify to HPGCL forthwith the location and particulars of all Project Assets;
- b) deliver forthwith the actual or constructive possession of the Mines, Coal Depot and designated storage places free and clear of all Encumbrances;
- c) cure all Project Assets of all defects and deficiencies so that the Mines is compliant with the Maintenance Requirements, Safety Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- d) cure all Coal and Minerals of deficiencies so that it is compliant with Specifications and Standards and can be delivered to HPGCL upon payment of Mining Charge for the same;
- e) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Mines and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Mine Developer and Operator represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Mines and shall be assigned to HPGCL free of any Encumbrance;
- f) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- g) execute such deeds of conveyance, Documents and other writings as HPGCL may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Mine Developer and Operator in the Project Assets, including manufacturers' warranties in respect of any plant or Equipment and the right to receive outstanding insurance claims, to the extent due and payable to HPGCL, absolutely unto HPGCL or its nominee; and
- h) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Mine Developer and Operator in the Mines, free from all Encumbrances, absolutely unto HPGCL or to its nominee.

44.1.2 Subject to the exercise by HPGCL of its rights under this Agreement or under any of the Project Agreements to perform or ensure the performance by a third party of any of the obligations of the Mine Developer and Operator, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes

effective in accordance with its terms.

44.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Mine Developer and Operator specifying the time, date and place of such verification and/or inspection, compliance by the Mine Developer and Operator with the Maintenance Requirements, Safety Requirements, approved Mining Plan, applicable statutes/orders of Statutory Authorities and if required, cause appropriate Tests to be carried out at the Mine Developer and Operator's cost for this purpose. Defaults, if any, in the Maintenance Requirements, Safety Requirements, approved Mining Plan, applicable statutes/orders of Statutory Authorities shall be cured by the Mine Developer and Operator at its cost and the provisions of Article 45 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 44.

44.3 Cooperation and assistance on transfer of Project

44.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement.

44.3.2 The Parties shall provide to each other, immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Mine Developer and Operator shall further provide such reasonable advice and assistance as HPGCL or its Agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

44.4 Vesting Certificate

The divestment of all rights, title and interest in the Mines shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and HPGCL shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-Q (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Mine Developer and Operator of all of its rights, title and interest in the Mines, and their vesting in HPGCL pursuant thereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by HPGCL or its nominee on, or in respect of, the Mines on the footing that all Divestment Requirements have been complied with by the Mine Developer and Operator. Issue of Vesting Certificate shall not relieve or absolve the Mine Developer and Operator of its obligations and liabilities under this Article in any manner whatsoever.

44.5 Divestment cost etc.

44.5.1 The Mine Developer and Operator shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Mine Developer and Operator in the Project Assets in favour of HPGCL upon Termination, save and except that all stamp duties

payable on any deeds or Documents executed by the Mine Developer and Operator in connection with such divestment shall be borne by HPGCL.

44.5.2 In the event of any Dispute relating to matters covered by and under this Article 44, the Dispute Resolution Procedure shall apply.

ARTICLE-45
DEFECTSLIABILITYAFTERTERMINATION

45.1 LiabilityfordefectsafterTermination

The Mine Developer and Operator shall be responsible for all defects and deficiencies in the Project for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer and HPGCL in the Project during the aforesaid period. In the event that the Mine Developer and Operator fails to repair or rectify such defect or deficiency within a period of 30 (thirty) days from the date of notice issued by HPGCL in this behalf, HPGCL shall be entitled to get the same repaired or rectified at the Mine Developer and Operator's risk and cost so as to make the Mines conform to the Maintenance Requirements, Safety Requirements, applicable statutes, orders of Statutory Authorities etc. All costs incurred by HPGCL hereunder shall be reimbursed by the Mine Developer and Operator to HPGCL within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, HPGCL shall be entitled to recover the same from the funds withheld by HPGCL under the provisions of Clause 45.2 or from the Performance Security provided thereunder. For the avoidance of doubt, the provisions of this Article 45 shall not apply if Termination occurs prior to COD.

45.2 Retention

- 45.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 45.2.3, a sum equal to the Mining Charge due and payable for the 2 (two) fortnights immediately preceding the Transfer Date shall be withheld by HPGCL for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 45.1.
- 45.2.2 Without prejudice to the provisions of Clause 45.2.1, the Independent Engineer and HPGCL shall carry out an inspection of the Mines prior to the Termination and if it recommends that the status of the Mines is such that a sum larger than the amount stipulated in Clause 45.2.1 should be withheld and/or for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by it shall be withheld by HPGCL for the periods specified by it.
- 45.2.3 The Mine Developer and Operator may, for the performance of its obligations under this Article 45, provide to HPGCL a guarantee from a Bank for a sum equivalent to the amount determined under Clause 45.2.1 or 45.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "**Performance Guarantee**"), to be modified, *mutatis mutandis*, for this purpose, and HPGCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Mine Developer and Operator's risk and cost in accordance with the provisions of this Article 45. Upon furnishing of a Performance Guarantee under this Clause 45.2.3, the amounts withheld by HPGCL in terms of Clause 45.2.1 or

45.2.2, as the case may be, shall be released to the Mine Developer and Operator to the extent such amounts are due and payable to the Mine Developer and Operator in accordance with the terms of this Agreement.

PART-VII OTHER PROVISIONS

ARTICLE 46 ASSIGNMENT AND CHARGES

46.1 Restrictions on assignment and charges

46.1.1 Subject to Clauses 46.2 and 46.3, this Agreement shall not be assigned by the Mine Developer and Operator to any person, save and except with the prior consent in writing of HPGCL, which consent HPGCL shall be entitled to decline without assigning any reason.

46.1.2 Subject to the provisions of Clause 46.2, the Mine Developer and Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement or any O&M Contract to which the Mine Developer and Operator is a party except with the prior consent in writing of HPGCL, which consent HPGCL shall be entitled to decline without assigning any reason.

46.2 1 Permitted assignment and charges

The restraints set forth in Clause 46.1 shall not apply to:

- a) Liens arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of the Mines;
- b) mortgages/ pledges/ hypothecation of goods/ assets other than Project Assets and their related Documents of title, arising or created in the ordinary course of business of the Mines, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Mines
- c) liens or Encumbrances required by any Applicable Law

46.2.2 Notwithstanding anything to the contrary contained in this Agreement, the Mine Developer and Operator may mortgage the Moving Equipment to its lenders by way of security for any loan extended by them for acquisition of such Moving Equipment

46.3 Assignment by HPGCL

Notwithstanding anything to the contrary contained in this Agreement, HPGCL may, after giving 60 (sixty) days' notice to the Mine Developer and Operator, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of HPGCL, capable of fulfilling all of HPGCL's then outstanding obligations under this Agreement and has the financial standing necessary for this purpose

46.4 Approvals for assignment

Any assignment under this Article 46 shall be subject to the Approvals and consents required therefor under Applicable Laws. Provided, however, that the grant of any consent or Approval under Applicable Laws shall not oblige HPGCL to grant its Approval to such assignment, save and except as provided herein.

ARTICLE-47
CHANGE IN LAW

47.1 Increase in costs

If as a result of Change in Law, the Mine Developer and Operator suffers an increase in costs or reduction in net after-Tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 50,00,000/- (Rupees Fifty Lakhs only) and 0.1% (zero point one per cent) of the total Mining Charge payable during any Accounting Year, the Mine Developer and Operator may so notify HPGCL and propose amendments to this Agreement so as to place the Mine Developer and Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Provided that, the Mine Developer and Operator's notification to HPGCL and proposal to amend this Agreement shall be supported by clear evidence of the quantum of the increased costs, reduction in return or other financial burden, as the case may be, and a direct co-relation between such increased costs, reduction in return or other financial burden, as the case may be, and the Change in Law. Upon notice by the Mine Developer and Operator, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

In the event of Change in Law which has a perennial impact, Amendment to be issued considering the aggregate financial effect of the factor that increases/reduces the Base Mining Charge and Transportation Charges.

Provided that if no Agreement is reached within 90 (ninety) days of the aforesaid notice, the Mine Developer and Operator may by notice require HPGCL to pay an amount that would place the Mine Developer and Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, HPGCL shall pay the amount specified therein; provided that if HPGCL shall dispute such claim of the Mine Developer and Operator, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 47.1 shall be restricted to Changes in Law directly affecting the Mine Developer and Operator's costs of performing its obligations under this Agreement.

47.2 Reduction in costs

If as a result of Change in Law, the Mine Developer and Operator benefits from a reduction in costs or increase in net after-Tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 50,00,000/- (Rupees

Fifty Lakhs only) and 0.1% (zero point one per cent) of the total Mining Charge payable during any Accounting Year, HPGCL may so notify the Mine Developer and Operator and propose amendments to this Agreement so as to place the Mine Developer and Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by HPGCL, the Parties shall meet, as soon as reasonably practicable, but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other

mutually agreed arrangement.

Provided that if no Agreement is reached within 90 (ninety) days of the aforesaid notice, HPGCL may by notice request the Mine Developer and Operator to pay an amount that would place the Mine Developer and Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Mine Developer and Operator shall pay the amount specified therein to

HPGCL; provided that if the Mine Developer and Operator shall Dispute such claim of HPGCL, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 47.2 shall be restricted to Changes in Law directly affecting the Mine Developer and Operator's costs of performing its obligations under this Agreement.

47.3 Protection of NPV

Pursuant to the provisions of Clauses 47.1 and 47.2 and for the purposes of placing the Mine Developer and Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to ensure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred.

47.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 47 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

ARTICLE-48
LIABILITY AND INDEMNITY

48.1 General indemnity

48.1.1 The Mine Developer and Operator will indemnify, defend, save and hold harmless HPGCL and its officers, servants, agents, the Government of India, Government of Jharkhand, Government Instrumentalities and HPGCL owned and/or controlled entities/enterprises (the "HPGCL Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss including any fatality at the Mines, damage, cost and expense of whatever kind and nature, whether arising out of any breach or default by the Mine Developer and Operator of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services to HPGCL or from any negligence of the Mine Developer and Operator under any contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of HPGCL Indemnified Persons.

48.1.2 HPGCL will indemnify, defend, save and hold harmless the Mine Developer and Operator against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and or the rights of HPGCL in the land comprised in the Site, and/or (b) breach by HPGCL of any of its obligations under this Agreement or any related Agreement, which materially and adversely affect the performance by the Mine Developer and Operator of its obligation under the Agreement, save and except that where any such claim, suit, proceeding, action, and or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related Agreement and/or breach of its statutory duty on the part of the Mine Developer and Operator, its promoters, subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Mine Developer and Operator.

48.2 Indemnity by the Mine Developer and Operator

48.2.1 Without limiting the generality of Clause 48.1, the Mine Developer and Operator shall fully indemnify, hold harmless and defend HPGCL, HPGCL Indemnified Persons, and the Government of Jharkhand from and against any and all loss and or Damages arising out of or with respect to:

- (a) failure of the Mine Developer and Operator to comply with Applicable Laws and Applicable Permits;
- (b) payment of Taxes required to be made by the Mine Developer and Operator in respect of the income or other Taxes of the Mine Developer and Operator's Contractors, suppliers and Representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Mine Developer and Operator or any of its Contractors which are payable by the Mine Developer and Operator or any of its Contractors.

48.2.2 Without limiting the generality of the provisions of this Article 48, the Mine Developer and Operator shall fully indemnify, hold harmless and defend HPGCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which HPGCL Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or

proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Mine Developer and Operator or by the Mine Developer and Operator's Contractors in performing the Mine Developer and Operator's obligations or in anyway incorporated or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Mine Developer and Operator shall make every reasonable effort, by giving as satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If in any such suit, action, claim or proceedings, the Mines, or any part thereof or comprised therein, is held to constitute an infringement and it is determined that the Mine Developer and Operator shall promptly make every reasonable effort to secure for HPGCL a license, at no cost to HPGCL, authorizing continued use of the infringing work. If the Mine Developer and Operator is unable to secure such license within a reasonable time, the Mine Developer and Operator shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

48.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 48 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured any costs involved, to its reasonable satisfaction.

48.4 Defense of claims

- 48.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 48, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to

be indemnified hereunder to the extent so compromised or settled.

48.4.2 If the Indemnifying Party has exercised its rights under Clause 48.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

48.4.3 If the Indemnifying Party exercises its rights under Clause 48.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the Scope of this Agreement:

Provided that if sub-clauses (b), (c) or (d) of this Clause 48.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

48.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 48, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

48.6 Survival on Termination

The provisions of this Article 48 shall survive Termination.

ARTICLE-49
RIGHTS TO WORK AT THE SITE

49.1 Rights of Work at the Site

For the purpose of this Agreement, the Mine Developer and Operator shall have rights to the use of the Site in accordance with this Agreement, and to this end it may regulate the entry and use of the Mines by third parties in accordance with and subject to the provisions of this Agreement and obtaining prior Approval of HPGCL.

49.2 Access rights of HPGCL and others

49.2.1 The Mine Developer and Operator shall allow free access to the Site at all times for the authorized Representatives of HPGCL, and for the persons duly authorized by any Government Instrumentality to inspect the Mines and to investigate any matter within their Authority, and upon reasonable notice, the Mine Developer and Operator shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions.

49.2.2 The Mine Developer and Operator shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorized persons and vehicles of the controlling body of such utility or road.

49.3 Property Taxes

All property Taxes on the Site shall be payable by HPGCL as Owner of the Site; provided, however, that any such Taxes payable by the Mine Developer and Operator under Applicable Laws for use of the Site shall not be reimbursed or payable by HPGCL.

49.4 Restrictions on subletting

The Mine Developer and Operator shall not sub-license or sub-let the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Mine Developer and Operator to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Mines.

ARTICLE-50
DISPUTE RESOLUTION

50.1 Adjudicator

- 50.1.1 If any Dispute of any kind whatsoever shall arise between HPGCL and the MDO in connection with or arising out of this Agreement, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or Termination, or the execution of the Facilities, Scope of works, activities, construction of infrastructure, any Dispute arising out of this CMA (including its interpretation)- whether during the Contract Period or there after and whether before or after the Termination, abandonment or breach of the CMA and so notified in writing by either party to the other Party (“the Dispute”), the parties shall seek to resolve any such Dispute or difference by mutual consultation.
- 50.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 50.1.3 If the parties fail to resolve such a Dispute or difference by mutual consultation, then the Dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party. Adjudicator under this Agreement shall be a retired Judge of the High Court/Supreme Court as may be appointed by Chairman, HPGCL or appropriate Authority.
- 50.1.4 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a Dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either HPGCL or the MDO within fifty-six (56) days of such reference, the decision shall become final and binding upon HPGCL and the MDO. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 50.1.5 Should the Adjudicator resign or die, or should HPGCL and the MDO agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the CMA, another retired Judge of High Court/Supreme Court of India shall be jointly appointed by HPGCL and the MDO as adjudicator under the CMA. Failing Agreement between the two within twenty-eight (28) days, then a new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the CMA at the request of either party by the Appointing Authority.
- 50.1.6 The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the CMA. This cost shall be divided equally between HPGCL and the MDO.

50.2 Arbitration

- 50.2.1 If either HPGCL or the MDO is dissatisfied with the Adjudicator’s decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a Dispute being referred to it, then either HPGCL or the MDO may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in Dispute, and no arbitration in respect of this matter may be commenced un-

ess such notice is given.

- 50.2.2 Any Dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with Clause 50.2.1, shall be finally settled by arbitration.
- 50.2.3 Any Disputes submitted by a Party to arbitrations shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- 50.2.4 HPGCL and the MDO shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as in clause 50.2.6.
- 50.2.5 If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- 50.2.6 Appointing Authority for third Arbitrator:
- a) President, Institution of Engineers in case of an Indian Contractor/ Company/MDO.
 - b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor/ Company/MDO.
- 50.2.7 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of Applicable Laws and a substitute shall be appointed in the same manner as the original arbitrator.
- 50.2.8 Arbitration proceedings shall be conducted in accordance with the following rules of procedure,
- a) In case of a foreign Contractor/ Company/ MDO the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 or amendments thereof.
 - b) In case of an Indian Contractor/ Company/ MDO, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 and amendments thereof. In case the Indian Contractor/ Company/ MDO is an Indian Public Sector Enterprise/ Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between HPGCL and the Contractor/ Company/ MDO shall be referred for resolution to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per DPE O.M No.05/0003/2019-FTS-10937, dt.14.12.2022 and subsequent notifications.
 - c) In case of a foreign collaborator/ Associate of the Contractor/ Company/ MDO, the arbitration proceedings shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 and the amendment thereof.
- 50.2.9 The Place for Arbitration shall be Panchkula, Haryana, India.
- 50.2.10 The Arbitration shall be in the language in which this Agreement has been executed.

50.2.11 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding on Parties.

50.2.12 The arbitrator(s) shall give reasoned award.

50.3 Notwithstanding any reference to the Adjudicator or arbitration herein, **the parties shall continue to perform their respective obligations under the CMA unless they otherwise agree and the conditions and rights of the Parties shall remain in full force and effect.**

50.4 Tribunal

In the event of constitution of a statutory tribunal with powers to adjudicate upon Disputes between the Mine Developer and Operator and HPGCL, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause

50.2 be adjudicated upon by such tribunal in accordance with Applicable Laws and all reference to Dispute Resolution Procedures shall be construed accordingly.

ARTICLE-51 DISCLOSURE

51.1 Disclosure of Specified Documents

The Mine Developer and Operator shall make available for inspection by any person as required under the Right to Information Act, 2005, copies of this Agreement, the Maintenance Manual, the Maintenance Programme, the Maintenance Requirements and the Safety Requirements (hereinafter collectively referred to as the "Specified Documents"), free of charge, during normal business hours on all working days at the Mine Developer and Operator's registered office and the Mines and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis. The Mine Developer and Operator shall comply with provisions of Right to Information Act, 2005 to the extent applicable to HPGCL and Kalyanpur Badalpar coal block.

51.2 Disclosure of Documents relating to safety

The Mine Developer and Operator shall make available for inspection by any person as required under the Right to Information Act, 2005, copies of all Documents and data relating to safety of the Mines, free of charge, during normal business hours on all working days, at the Mine Developer and Operator's registered office and the Mines. The Mine Developer and Operator shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

51.3 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 51.1 and 51.2, but subject to Applicable Laws, HPGCL shall be entitled to direct the Mine Developer and Operator, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation

The expression "**Protected Documents**" shall mean such of the Specified Documents or Documents referred to in Clauses 51.1 and 51.2 or portions thereof, the disclosure of which HPGCL is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE-52

MISCELLANEOUS

52.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 52.3, the courts at [Panchkula , Haryana] shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

52.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally, in respect of the enforcement of any judgment or award against it in any such proceedings and to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

52.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Mine Developer and Operator in the Project Assets shall be deemed to be acquired and owned by the Mine Developer and Operator. For the avoidance of doubt, HPGCL shall not in any manner be liable in respect of any claims for depreciation to be made by the Mine Developer and Operator under Applicable Laws.

52.4 Delayed Payment

52.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein and if no such period is specified, within 60 (sixty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at the Ruling Cash Credit Rate / MCLR of State Bank of India applicable to HPGCL and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

52.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis

52.5 Waiver

52.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of obligations under this Agreement:

- a) shall not operate or be construed as a waiver of any other or subsequent default thereof, or of other provisions of obligations, under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorized Representative of the Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.

52.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right thereunder.

52.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- a) no review, comment or Approval by HPGCL or the Independent Engineer of any Project Agreement, Document or Drawings submitted by the Mine Developer and Operator nor any observation or inspection of the construction, operation or maintenance of the Mines nor the failure to review, approve, comment, observe or inspect thereunder shall relieve or absolve the Mine Developer and Operator from its obligations, duties and liabilities under this Agreement. Applicable Laws and Applicable Permits; and
- b) HPGCL shall not be liable to the Mine Developer and Operator by reason of any review, comment, Approval, observation or inspection referred to in sub - clause (a) above.

52.7 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties.

52.8 Survival

52.8.1 Termination shall:

- a) not relieve the Mine Developer and Operator or HPGCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omission of such Party prior to the effectiveness of such Termination or arising out of such Termination.

52.8.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

52.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject thereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Mine Developer and Operator arising from the Tender Documents shall be deemed to form part of this Agreement and treated as such.

52.10 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity or legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedures set forth under this Agreement or otherwise.

52.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for or act on behalf of, or to act as or be an Agent or Representative of or to otherwise bind, the other Party.

52.12 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to any person not a Party to this Agreement.

52.13 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

52.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Mine Developer and Operator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for the attention of the person set out below or to such other person as the

Mine Developer and Operator may from time to time designate by notice to HPGCL; provided that notices or other communications to be given to an address outside the city specified in sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered / Speed post, or by courier, be sent by facsimile or e-mail to the number as the Mine Developer and Operator may from time to time designate by notice to HPGCL:

Attention:
{Designation:
Address:
Contact no:
Email:}

- b) in the case of HPGCL be given by facsimile or e-mail and by letter delivered by hand at the address given and marked to the attention of the person set out below with a copy delivered to HPGCL Representative or such other person as HPGCL may from time to time designate by notice to the Mine Developer and Operator; provided that if the Mine Developer and Operator does not have an office in the same city as HPGCL, it may send such notice by facsimile or e-mail and by registered / Speed post, or by courier:

Attention:
{Designation:
Address:
Contact no:
Email:}

- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

52.15 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

52.16 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

52.17 Bank Guarantee-General

- 52.17.1 All the Bank Guarantees shall be irrevocable. The Bank Guarantees shall be from any Scheduled Commercial Bank in India authorised by Reserve Bank of India to issue such Bank Guarantee. All Bank Guarantees are to be furnished directly by the Bank to HPGCL by Registered Post Acknowledgement Due / courier to the following address:

CHIEF ENGINEER (Fuel), HPGCL
URJA Bhavan C-7,

HPGCL,
Panchkula,
Haryana.
Pincode: 134109.

52.17.2 The Bank Guarantee issued by the Issuing Bank on behalf of MDO in favour of HPGCL shall be in paper form as well as issued under the “Structured Financial Messaging System”. The details of beneficiary for issue of BG under SFMS platform is furnished below.

Name of Beneficiary & its details		Beneficiary Bank, Branch & Address	IFSC code
Name	Unit/Area/Division		
HPGCL	--	HPGCL's Account No. Beneficiary Name:; Branch:	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode.

52.17.3 The Bank Guarantee shall be furnished as per respective format prescribed by the HPGCL and shall be submitted on Non-judicial stamp paper of value Rs.100/- or other appropriate value and the stamp paper shall be in the name of the Bank.

52.17.4 All the Bank Guarantees shall be payable on first demand, without demur, irrespective of any Dispute between the Bank and the MDO, to HPGCL without any condition or Dispute whatsoever. Subject to fulfillment of the conditions of the Bank Guarantee by HPGCL, the MDO waives any and all rights to seek injunctive or such like relief restraining HPGCL from invoking the Bank Guarantee or the Bank from making payment in terms of the Bank Guarantee.

52.17.5 The MDO shall arrange to keep these several Bank Guarantees referred to here invalid for the requisite duration by making timely request to the Bank or Banks concerned. All the extension for Bank Guarantees also shall be on non-judicial stamp paper of value Rs. 100/- obtained in the name of Bank. All charges connected with the Bank Guarantees shall be to the account of the MDO.

52.17.6 No interest shall be payable by HPGCL on the Bank Guarantee or on any part of Bank Guarantee encashed. HPGCL shall have the right to encash the Bank Guarantees for non-compliance of any or all the terms and conditions of this Agreement. Failure, delay or omission to invoke or encash a Bank Guarantee, shall not disentitle or disable HPGCL from exercising the right to invoke the BG, subsequently for the same, or similar, or other triggering event.

**ARTICLE-53
DEFINITIONS**

53.1 Definitions

53.1.1 In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Accounting Year(s)" shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year, provided that, the first Accounting Year, shall commence from the LOA Date and end on the thirty-first day of March following the LOA Date and the last Accounting Year shall commence on the first day of April of the calendar year prior to the Transfer Date and shall end on the Transfer Date;

"Actual Production " shall have the meaning set forth in Clause 29.5;

"Additional Auditors" shall have the meaning set forth in Clause 39.2.3;

"Additional Capacity" shall have the meaning set forth in Clause 35.2.1;

"Affected Party" shall have the meaning set forth in Clause 40.1;

"Agent" of the mines shall have the same meaning ascribed to such term in the Mines Act, 1952;

"Aggregate Damages" shall have the meaning set forth in Clause 36.2.8.2;

"Agreement" shall mean mutual understanding between the parties which creates obligations between each other;

"Allotment Agreement" shall mean the Agreement and subsequent amendments entered into/ to be entered by HPGCL with the Nominated Authority, MoC in terms of the Coal Mines (Special Provisions) Act, 2015 / MMDR Act 1957 and includes Allotment Order and its corrigendum(s);

"Annual Capacity" shall have the meaning set forth in Clause 29.2.1;

"Annual Production Programme" shall have the meaning set forth in Clause 29.2;

"Applicable Law(s)" shall mean all laws, brought into force and effect by any Authority including legislation, statute, rules, regulations, directives, ordinance, exemption and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any Authority, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permit(s)" shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, Approvals and exemptions required to be obtained or maintained under Applicable Law in connection with the construction, operation and maintenance of the Mines during the subsistence of this Agreement;

"Approval(s)" means any consent, authorisation, registration, filing, lodgement, notification, Agreement, certificate, commission, lease, license, permit, Approval or exemption from, by or with an Authority as may be required from time to time in connection with the Site or performance of any obligation under this Agreement;

"Ash Content" or **"Equilibrated Ash"** means determination/ computation of

ashEquilibratedat60%relativehumidity(RH)and40degreesCelsius,aspertherelevant provisionsofIS1350oramendmentsthereof;

"Associate" shall mean, in relation to either Party {and/or Consortium Members), aperson who controls, is controlled by, or is under the common control with suchParty (or Consortium Member) (as used in this definition, the expression "control"means, with respect to a person which is a company or corporation, the ownership,directly or indirectly, of more than 50% (fifty per cent) of the voting shares of suchperson or the power or right to appoint a majority of Directors on the board of suchperson, and with respect to a person which is not a company of corporation, thepower to direct the management and policies of such person, whether by operationof laworbycontractorotherwise);

"Authority(ies)" means any Ministry, Government department, local Governmentcouncil, inspection authority, DGMS, High level Expert Committee on Safety, courts,tribunal, regulatory bodies and quasi-judicial body, any other statutory authority ofGovernmentofIndiaortheGovernmentofStateofJharkhand,exercisinganysovereignfunction,andincludesanymunicipalorlocalauthorityor any competent person appointed / nominated by HPGCL acting on this behalf;

"Average Daily Mining Charge" shall mean the amount arrived at by dividing thetotalMiningChargedueandpayablefortheimmediatelyprecedingAccountingYear by 365 (three hundred and sixty five), and increasing the quotient thereof by5% (five per cent); provided that the Average Daily Mining Charge for any periodprior to achieving Contracted Capacity shall mean the amount arrived at by dividingthe total Mining Charge (Base Mining Charge escalated to the fortnight requiringssuch calculation)payable for Contracted Capacity by 365 (three hundred and sixtyfive);

"Bank" shall mean a Bank incorporated in India and having a minimum net worth ofRs.1,000 crores (Rupees one thousand crores only) or any other Bank acceptable toHPGCL,butdoesnot includeaBankinwhichanySeniorLenderhasaninterest;

"Bank Rate" shall mean the rate of interest specified by the Reserve Bank of Indiafrom time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934or anyreplacement ofsuchBankRateforthetimebeingineffect;

"BaseMiningCharge"shallhavethemeaningsetforthinClause35.1.1;

"Bid/Proposal/BiddingProcess"shallmeantheDocumentsintheirentiretycomprised in the bid submitted by theBidder/MDO in response to the TenderDocument in accordance with the provisions thereofand includes the processgoverningthesubmission&evaluationofbids,tilltheselectionofSuccessfulBidder, assetoutintheTenderDocument;

"Bid Date/ Bid Submission Date" shall mean the last date on which the Bid mayhavebeensubmittedinaccordancewiththeprovisionsof theTenderDocument;

"Bid Security/ Bid Guarantee / EMD" shall mean the security provided by the Bidder toHPGCL along with the Bid of a sum of Rs. 308 Crores/- (Rupees Three Hundred and EightCroresonly) in accordance with the Tender Document, and which is toremaininforceuntil substitutedbythePerformance Security;

"BusinessDay(s)"meansadayotherthanaSundayorasecondSaturdayorapublicholidayas declaredbytheHPGCL;

"Change in Law" shall mean the occurrence of any of the following after the BidDate, to the extent such occurrence was not reasonably foreseeable by the

Parties prior to the Bid Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or
- (d) any change in the rates of any of the Taxes that have a direct effect on the Project;

"Change in Ownership" shall mean a transfer of the direct and/ or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that cause the aggregate holding of (Firms name.....), together with their Associates in

the total Equity to decline below (i) 51% (fifty one percent) thereof during the Construction Period and until the 2nd (second) anniversary of COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by HPGCL during the remainder of the Contract Period; provided that any material variation (as compared to the representations made by (Firms name), during the Price Negotiations with HPGCL for the purposes of meeting the minimum conditions of eligibility or for evaluation of their application or Bid as the case may be) in the proportion of the Equity holding of, to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;

"Change of Scope" shall have the meaning set forth in Clause 23.1.1;

"Change of Scope Notice" shall have the meaning set forth in Clause 23.2.1;

"Change of Scope Order" shall have the meaning set forth in Clause 23.2.3;

"Charge towards Phase-I activities" shall have the meaning set forth in Clause 36.1;

"Coal/coal" shall mean a fossilized solid fuel of vegetative origin and shall be as per Colliery Control Rules, 2004;

"Coal Depot(s)" shall have the meaning set forth in Clause 30.1.1;

"Coal Handling Plant/CHP" shall mean the Coal Handling Plant (CHP) to be constructed by MDO as described in Annex-I of Schedule-B of this Agreement;

"Coal Mining Agreement" or "CMA" shall mean this Agreement entered into between HPGCL and the MDO on the day of as in the Preamble to Coal Mining Agreement.

"Coal Seam" shall have the meaning ascribed to it in the Mining Plan;

"Coal Tests" shall mean the tests set forth in Schedule-M to determine the conformity of Coal with the provisions of this Agreement;

"COD" or "Commercial Operation Date" shall have the meaning set forth in Clause 22.2;

"Completion" shall have the meaning as set forth in Clause 22.3.1;

"Completion Certificate" shall have the meaning as set forth in Clause

22.3.1; **"Conditions Precedent"** shall have the meaning set forth in Clause

4.1; "Consortium" shall have the meaning set forth in Recital (D);

"Consortium Member" shall mean a company specified in Recital (D) as a member of the Consortium;

"Construction Period" shall mean the period beginning from the LOA Date and ending on COD;

"Construction Works" shall mean all excavation works and includes mine infrastructure, other infrastructure mentioned in CMA and any other things necessary to develop the Mines in accordance with this Agreement;

"Contract Period" shall mean the period (i) of 32 years starting on and from the LOA Date or (ii) till the Life of Mine (LOM) or (iii) till expiry / Termination of the Mining lease or (iv) till Termination of Allotment Agreement or (v) till the date of Termination of this Agreement by HPGCL and discharge of all obligations under this Agreement whichever occur earlier;

Provided that, not later than 1 year before the expiry of the Contract Period, the Parties may, with mutual Agreement, extend the Contract Period for such further period and on such terms and conditions as the Parties may mutually agree

"Contracted Capacity" shall have the meaning set forth in Clause 29.2.1;

"Contractor(s)" shall mean the person or persons or firm(s), as the case may be with whom the Mine Developer and Operator has entered into any EPC Contract, O&M Contractor or any other material agreement or contract for construction, operation and or maintenance of the Mines or matters incidental thereto or for carrying out Phase-I Activities including the sub-contractor(s), but does not include a person who has entered into an Agreement for providing financial assistance to the Mine Developer and Operator;

"Covenant" shall have the meaning set forth in Clause 5.2.5;

"CPI (IW)" shall mean the consumer price index for industrial workers as published by the labour Bureau, Government of India and shall include any index which substitutes the CPI (IW) and any reference to CPI (IW) shall, unless the context otherwise requires, be construed as a reference to the CPI (IW) published for the period ending with the preceding quarter, save and except that for the purposes of quarterly revision of the Mining Charge in accordance with the provisions of Clause 36.6, the revision due for and in respect of any quarter shall be computed with reference to CPI (IW) as on the last date of the preceding quarter;

"CPSatisfaction Notice" shall have the meaning set forth in Clause 4.1.6;

"CPSatisfaction Certification" shall have the meaning set forth in Clause 4.1.6;

"Cure Period" shall mean the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Mine Developer and Operator requires any reasonable action by the Mine Developer and Operator that must be approved by HPGCL hereunder, the applicable Cure Period shall be extended by the period taken by HPGCL to accord their Approval;

"Damages" shall have the meaning set forth in sub-clause (cc) of Clause 1.2;

"Debt Service" shall mean the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"Declared Capacity" shall have the meaning set forth in Clause 30.1.5;

"Declared Grade" shall have the meaning set forth in Clause 31.1.1;

"Delivery" shall mean loading and Delivery of Coal at the Delivery Point and the terms "Deliver" and "Delivered" shall be construed accordingly;

2.0.1 **"Delivery Point"** shall mean the railway sidings at the power plants of HPGCL or its nominees or representatives, as notified by HPGCL to the Mine Developer cum Operator (MDO) from time to time as part of the Dispatch Instructions.

"Development Period/Development Stage" shall mean the period from the date of LOA until the issue of CP Satisfaction Certification by HPGCL;

"Development Year" means (a) First Development Year and (b) thereafter each consecutive period of twelve (12) calendar months commencing from 1st April and ending immediately prior to the following 1st April; provided that the last Development Year shall commence on 1st April of such year and shall end on the date of issue of CP Satisfaction Certification by HPGCL from the Commencement Date of this Agreement;

"DGMS" shall mean the Directorate General of Mines

Safety; **"Dispatch Instructions"** shall have the meaning set forth in

Clause 32.1; **"Dispute"** shall have the meaning set forth in Clause 50.1;

"Dispute Resolution Procedure" shall mean the procedure for resolution of Disputes set forth in Article 50;

"Divestment Requirements" shall mean the obligations of the Mine Developer and Operator for and in respect of Termination set forth in Clause 44.1;

"Document(s)" or "Documentation" shall mean Documentation in printed or written form, or in tapes, discs, Drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Documented Cost" shall mean the bill of compensations/awards passed by the Authority.

"Drawings" shall mean all of the drawings, calculations and Documents pertaining to the Mines as set forth in Schedule-H, and shall include 'as built' drawings of the Mines;

"Emergency" shall mean a condition or situation that is likely to endanger the security of the individuals on or about the Mines, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrance(s)" shall mean, any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Mines, where applicable herein but excluding utilities referred to in Clause 11.1;

"EPC Contract" shall mean the engineering, procurement and construction contractor contracts entered into by the Mine Developer and Operator with one or more EPC Contractors for, *inter alia*, engineering and construction of the Mines in accordance with the provisions of this Agreement;

"EPC Contractor" shall mean the person with whom the Mine Developer and Operator has entered into an EPC Contract;

"Equilibrated Moisture" means moisture content, as determined after equilibrating at 60% relative humidity (RH) and 40 degrees Celsius as per the relevant provisions of IS 1350 of 1959 or amendments thereof.

"Equipment" shall mean the tools, machinery, vehicles and other equipment provided or installed at the Mines and used for excavation and Delivery of Coal for purposes incidental or consequential thereto.

"Equity" shall mean the sum expressed in Indian Rupees representing the issued and paid up equity share capital of the Mine Developer and Operator for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement, shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Mine Developer and Operator, and any interest-free funds advanced by any shareholder of the Mine Developer and Operator for meeting such equity component;

"Existing Public Road(s)" or **"existing public road(s)"** shall mean road(s) existing in or around the Site which are for general public use and owned by Government Instrumentality.

"Existing Public Utility(ies)" or **"existing public utility(ies)"** shall mean the utility(ies) including but not limited to cable, telephone lines, electricity line/substation, water, water line, gas line, school, hospital, place of worship, burial ground/funeral places etc. which are existing in and around the Site which are for general public use.

"Existing Utility(ies)" or **"existing utility(ies)"** shall mean the utility(ies) including but not limited to cable, telephone lines, electricity line/substation, water, waterline, gas line, school, hospital, place of worship, burial ground/funeral places etc. which are existing in and around the Site .

"Final Mine Closure" shall commence on exhaustion of the total coal reserves of Kalyanpur Badalpara Coal Block and end on the acceptance of such Final Mine Closure by Coal Controller Organization, MoC, HPGCL, State Government Authorities and any other Govt. Authority;

"Facilitate/Facilitation" shall cover persuasion, liaison and follow up with the district administration, the Government of Jharkhand, the Government of India for obtaining various Approvals/clearances, interactions with PAPs, shifting of PAPs

to R&R Colony, assistance for disbursement of compensation payments to PAPs, including squatters, valuation of assets on land. The facilitation role of the MDO envisaged is illustrative only and not exhaustive. For various activities, as per the provisions of CMA, the MDO shall extend facilitation, assistance as warranted by the Mine In-charge. The MDO shall need to undertake other facilitation activities as maybe required for the development, operations and maintenance for the mine.

"Financial Model" shall mean the financial model adopted by Senior lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"Financial Package" shall mean the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements and Subordinated Debt, if any;

"Financing Agreements" shall mean the Agreements executed by the Mine Developer and Operator in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other Documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

"First Development Year" means the period commencing on the Date of LOA and ending immediately prior to the first day of immediately following April, giving due consideration to any early Termination;

"First Operating Year" means the period of commencement of mining operations start Date and ending immediately prior to the first day of immediately following April, giving due consideration to any early Termination;

"Fixed Infrastructure/ Fixed Infrastructure Facilities" are the facilities, including statutory buildings, being designed, engineered, procured and constructed by MDO on its own cost which shall not be demolished or removed from Site by MDO at any time without prior express written Approval of HPGCL;

"Force Majeure" or "Force Majeure Event" shall have the meaning set forth in Clause 40.1;

"Fortnightly Invoice" shall have the meaning set forth in Clause 36.2.1.1;

"Freight Costs" shall mean the cost of transportation of coal by railway, from the Delivery Point to the end user plants of HPGCL, including all Taxes in relation thereto. For the avoidance of doubt, Freight Costs shall not include the Transportation Charges for transportation of the Coal from the Mine to the Delivery Point;

"Geological Model" means the geological model of the Site developed by the MDO;

"Government/ Govt." shall mean the Government of India or the Government of the State having territorial jurisdiction over the Mines, as the case maybe;

"Government Instrumentality(ies)" shall mean any department, division or sub-division of the Government of India or of any State and includes any regulatory body, statutory Authority/ body, commission, board, Authority, agency or municipal and other local Authority or statutory body including Panchayat under the control of the Government of India or of any State, as the

case may be and having jurisdiction over all or any part of the Mines or the performance of all or any of the services or obligations of the Mine Developer and Operator under or pursuant to this Agreement;

"Grade Slippage" shall have the meaning set forth in Clause 31.2.3;

"Indemnified Party" shall mean the Party entitled to the benefit of an indemnity pursuant to Clause 48.3;

"Independent Laboratory" shall have the meaning set forth in Clause 31.3.2;

"Indemnifying Party" shall mean the Party obligated to indemnify the other Party pursuant to Clause 48.3;

"Indirect Political Event" shall have the meaning set forth in Clause 40.3;

"Inspection Report" shall have the meaning set forth in Clause 21.2;

"Insurance Cover" shall mean the aggregate of the maximum sums insured under the insurance taken out by the Mine Developer and Operator pursuant to Article 38 and includes all insurances required to be taken out by the Mine Developer and Operator under Clause 38.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" shall mean all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, artistic works, blueprints, programmes and manuals, Drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how, inventions, discoveries, improvements to existing inventions or processes and novel designs and other Intellectual Property rights, in each case, whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Laser Measurement" shall have the meaning set forth in Clause 27.7;

"Land Acquisition" or "Acquisition of Land" means all activities related to acquisition for possession of Encumbrance free Private, Government and Forestland in phases for Mining and other purposes, within and outside the Kalyanpur Badalpara Coal Block as per requirement, in accordance with all the Applicable Laws. Detailed description of activities related to Land Acquisition is given in Schedule-T of this Agreement.

"Lenders' Representative" shall mean the person duly authorized by the Senior Lenders to act for, and on behalf of, the Senior Lenders with regard to matters arising out of, or in relation to this Agreement, and includes its successors, assigns and substitutes;

"LOA" or "Letter of Award" shall mean the letter of award referred to in Recital (C);

"LOM" or "Life of Mine" shall mean the life of mine till the Coal reserves in the Mine are exhausted or cannot be excavated on a commercially viable basis and include the Final Mine Closure activities as required in approved Mining Plan including Mine Closure Plan and carrying out mine closure activities & monitoring to the complete satisfaction of Coal Controller Organisation and/or other Statutory Authorities and HPGCL;

"Main Receiving Substation" or "MRSS" means HPGCL's main substations situated in the Kalyanpur-Badalpara coal block;

"Maintenance Manual" shall have the meaning set forth in Clause

24.3.1; **"Maintenance Programme"** shall have the meaning set forth in Clause

24.4.1; **"Maintenance Requirements"** shall have the meaning set forth in Clause 24.2;

"Manager" shall have the same meaning as ascribed to such term in the Mines Act, 1952 and rules and regulations thereunder;

"Material Adverse Effect" shall mean any act or event that materially and adversely affects the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement;

"Mine Developer and Operator or Mine Operator or Mine Developer or MDO" shall mean M/s as in the Preamble to Coal Mining Agreement.

"Mine Developer and Operator Default" shall have the meaning set forth in Clause 43.1.1;

"Mine In-charge" or "Mine Incharge" means the person authorized by HPGCL to be overall in-charge of the mines;

"Mine Developer and Operator's Representative" or "MDO's Representative" shall have the meaning ascribed to it in Clause 5.8;

"Mineral other than coal or useful minerals or minor minerals" shall mean minerals other than coal, occurring in the coal block area having economic value/importance and as decided by HPGCL and shall be as per MMDR Act, 1957 and its subsequent amendments.

"Mines" shall have the meaning set forth in Recital (A);

"Mining Charge (MC_p)" shall have the meaning set forth in Clause 35.1.1. Mining Charge_p (MC_p) per Tonne of Coal shall be calculated by revising the Base Mining Charge to reflect the variation in price index as described in Cl. 35.1.1;

"Mining Equipment and HEMM" means the mining Equipment/Heavy Earth Moving Machineries like Shovel, Backhoe, Surface Miner, Rear Dumper/Tipper, Dozer, Front End Loader other than ancillary and support Equipment deployed in the mine by the MDO for excavation/extraction, cutting, loading, dozing transportation of Overburden (OB) and Coal.

"Mining Plan/ Mining Plan(s)/ Approved Mining Plan" shall mean the Mining Plans including Mine closure plan approved under and in accordance with the provisions of the Mineral Concession Rules, 1960 or any substitute thereof **"Mining Plan"** shall be construed accordingly;

"Mining Services" means the mining and related services more particularly set forth in Schedule-T;

"Miscellaneous Invoice" shall have the meaning set forth in Clause

36.2.4; **"Monthly Capacity"** shall have the meaning set forth in Clause

29.2.1; **"Monthly Safety Report"** shall have the meaning set forth in Clause 25.4.5;

"Moving Equipment" shall mean any Equipment or vehicle which is moved around in the normal course of its usage and does not include any Equipment which is installed on the ground in a stationary position;

"MT" shall mean a Million Ton or Million Tonne;

"Non-Funded Works" shall mean the Construction Works and other scope of works or activities carried out by MDO for this project with the Approval of HPGCL,

the capital cost of which is financed by the Mine Developer and Operator;

"Non-Political Event" shall have the meaning as set forth in Clause 40.2;

"Operation and Maintenance" or "O&M" shall mean the operation and maintenance of the Mines and includes all matters connected with or incidental to, such operation and maintenance, and provision of services and facilities including the infrastructure created by HPGCL like CHP, MRSS and Railway Siding in accordance with the provisions of this Agreement;

"O&M Contract" shall mean the operation and maintenance contract that may be entered into between the Mine Developer and Operator and the O&M Contractor for performance of all or any of the O&M obligations;

"O&M Contractor" shall mean the person, if any, with whom the Mine Developer and Operator has entered into an O&M Contract for discharging the O&M obligations for and on behalf of the Mine Developer and Operator;

"O&M Expenses" shall mean expenses incurred by or on behalf of the Mine Developer and Operator or by HPGCL as the case may be, for all O&M including

- (a) cost of salaries and other compensation to employees;
- (b) cost of materials, supplies, utilities and other services;
- (c) premium for insurance;
- (d) all Taxes, duties, cess and fees due and payable for O&M,
- (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs;
- (f) payments required to be made under the O&M Contract or any other contract in connection with, or incidental to O&M; and
- (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits and this Agreement;

"O&M Inspection Report" shall have the meaning set forth in Clause 27.3;

"Operating Year" means (a) First Operating Year and (b) thereafter each consecutive period of twelve (12) calendar months commencing from 1st April and ending immediately prior to the following 1st April; provided that the last Operating Year shall commence on 1st April of such year and end on Transfer Date;

"Operation Period" shall mean the period commencing from COD and ending on the Transfer Date;

"Overburden/ OB" shall mean the rock, soil and ecosystem that lies above the Coal Seam and is removed during surface mining, and may be used to restore an exhausted mining Site to as semblance of its appearance before mining began;

"Owner/HPGCL/ Principal Employer" shall have the meaning ascribed to such term in the Mines Act, 1952 or any other statute;

"Owner's Representative" shall have the meaning ascribed to it in Clause 5.7;

"Panel of Chartered Accountants" shall have the meaning set forth in Clause 39.2.1;

"Parties" shall mean the parties to this Agreement collectively and **"Party"** shall mean any of the parties to this Agreement individually;

"Performance Guarantee" shall have the meaning set forth in Clause 45.2.3;

"Performance Security" shall have the meaning set forth in Clause 9.1.1;

"Phase-I Activities" shall have the meaning set forth in Clause 2.1 A;

"Phase- II Activities" shall have the meaning set forth in Clause 2.1 B and includes all activities as described in CMA excluding Phase-I Activities & Alternate arrangement for Coal transportation;. There may be overlap of Phase-I and Phase-II Activities;

"Political Event" shall have the meaning set forth in Clause 40.4;

"Price Index for the Mining Charge & Transportation Charges" shall be construed in the following manner

- i) 20% of the component will be fixed and will not be subjected to any escalation whatsoever;
- ii) 25% of WPI;
- iii) 25% of CPI (IW);
- iv) 30% of High Speed Diesel oil (IOCL Prices);

"Prior Allottee" shall mean as defined in the Coal Mines (Special Provision) Act, 2015 and any amendments thereto;

"Project" shall mean the exploration, construction, operation and maintenance of the

Mines, approach road & coal transportation road, Fixed Infrastructure, statutory infrastructure etc., in accordance with the provision of this Agreement, and includes all works, services and Equipment relating to or in respect of the Scope of the Project;

"Project Affected Family(ies)" or "PAFs" or "Project Affected Persons" or "PAPs" shall have the same meaning ascribed to such term in the R&R Policy;

"Project Agreements" shall mean the Financing Agreements, EPC Contract, O&M Contract and any other material agreements or contracts that may be entered into by the Mine Developer and Operator with any person in connection with matters relating to arising out of, or incidental to the Project, but does not include any agreement for procurement of goods and services involving a consideration of upto Rs. 10 crore (Rupee ten crore);

"Project Assets" shall mean all physical and other assets relating to and forming part of the Project, including:

- (a) right over the Site;
- (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centers and administrative offices;
- (c) all rights of the Mine Developer and Operator under the Project Agreements;
- (d) financial assets, such as receivables, security deposit etc.;
- (e) insurance proceeds; and
- (f) Applicable Permits and authorizations relating to, or in respect of the Mines;

"Project Completion Schedule" shall mean the progressive Project Milestones set forth in Schedule-G for Completion of the Mines on or before the Scheduled Completion Date;

"Project Facilities" shall mean all the amenities and facilities situated on the Site and includes Fixed Infrastructure, immovable assets or properties, statutory facilities, facilities described in Schedule-C, any other facility as described by HPGCL;

"Project Intellectual Property" means any and all Intellectual Property created, acquired, arisen or in whatever vested pursuant to the provision of the Mining Services, including Documentation and any development or improvement to Equipment, technology, methods, processes or techniques arising during the performance of Mining Services under this Agreement;

"Project Milestone(s)" shall mean the project milestones set forth in Schedule-G;

"Project Specific Assets" shall mean the movable Project Assets which are specific to the Project, as more particularly listed in Annex-II of Schedule-B but not including heavy earth moving machinery usually used in open cast mines;

"Purchase Value" shall mean the lower of, (a) audited book value of the Non-Funded Works or Project Specific Assets (as the case may be); and (b) value of the Non-Funded Works or Project Specific Assets (as the case may be), as assessed by an independent third-party valuer who shall be selected and appointed by HPGCL, within 15 (fifteen) days of Termination for submitting his assessment within 30 (thirty) days of his appointment thereunder;

"Public Road(s)" or **"public road(s)"** shall mean road(s) which are for general public use and owned by Government Instrumentality.

"Railway Siding(s)" means permanent Railway Siding near the block/ Temporary Railway Siding/ Harisingh Railway Siding and the nearest Railway Siding identified by the HPGCL till the construction of Pit head CHP, conveyor, extension of the Railway Siding to the Mine Site and Silo loading system or in the event of breakdown of any of them.

"R&R Colony" shall mean R&R Colony constructed, maintained by HPGCL for resettlement of Project Affected Families/ Persons (PAFs/ PAPs) in accordance with provisions of this Agreement;

"R&R Costs" shall mean the costs for Rehabilitation and Resettlement as approved under the R&R Policy or amendments thereof to meet the requirements of PAFs/ PAPs;

"R&R Plan" shall mean the R&R plan prepared by MDO in consultation with HPGCL and approved by appropriate Government Authority/ Govt. of Jharkhand. The MDO shall obtain Approval of R&R plan at MDO's own cost and expense;

"R&R Policy" shall mean the policy on rehabilitation and resettlement of Project Affected Families/ Persons (PAFs/ PAPs) of the Government of Jharkhand, as applicable and notified from time to time;

"Re.", "Rs." or "Rupees" or "Indian Rupees", "INR" shall mean the lawful currency of the Republic of India;

"Reference Index Date" shall mean, in respect of the specified month or quarter, as the case may be, that last day of the preceding month or quarter with reference to which the Price Index, WPI, price of diesel or tariff of electricity, as the case may be is revised;

"Rehabilitation and Resettlement/R&R" shall mean the rehabilitation and resettlement

t of Project Affected Persons in accordance with the R&R Policy and approved R&R Plan and amendments;

"Ruling Cash Credit Rate/MCLR" (Marginal Cost of Lending Rate) shall mean the rate charged by State Bank of India for availing overdraft facility by HPGCL;

"Safety Requirements" shall have the meaning set forth in Article-25;

"Scheduled COD" shall have the meaning set forth in Clause 19.4;

"Scheduled Completion Date" shall have the meaning set forth in Clause 19.4;

"Scheduled Maintenance" shall have the meaning set forth in Clause 24.4.4;

"Scheduled Overburden Quantity" shall have the meaning set forth in Clause 28.2.1;

"Scope of the Project" shall have the meaning set forth in Clause 2.1 and includes all the provisions of CMA;

"Senior Lender(s)" shall mean the financial institutions, Banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Mine Developer and Operator under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *paripassu* charge on the assets, rights, title and interests of the Mine Developer and Operator;

"Site" shall have the meaning set forth in Clause 10.3.2;

"Site Laboratory" shall have the meaning set forth in Clause 31.3.1;

"Specifications and Standards" shall mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Mines, mine infrastructure, etc., required to be carried out by MDOs set forth in Schedule-D and any modifications thereof, or additions thereto, as included in the design and engineering for the Mines submitted by the Mine Developer and Operator to and expressly approved by HPGCL;

"Standard Industry Practice(s)"/"Good Industry Practices" shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Mine Developer and Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in a safe, economical and efficient manner, and includes prudent mining practices generally accepted by mine owners and operators for ensuring safe, economic, reliable and efficient excavation, operation and maintenance of the Mines and for providing safe, economic, reliable and efficient excavation of Coal and Delivery thereof;

"State" shall mean the State or the Union Territory or Central Government, as the case may be in which the Project is situated and "State Government" means the Government of that State or Union Territory;

"Statutory Auditors" shall mean a reputable firm of chartered accountants acting as the statutory auditors of the Mine Developer and Operator under the provisions of the Companies Act, 1956/ 2013, including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with Clause 39.2.1;

"Subordinated Debt" shall mean the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be outstanding as on

theTransferDate:

- (a) the principal amount of debt provided by lenders or the Mine Developer and Operator's shareholders for meeting the Total Project cost and subordinated to the financial assistance provided by the Senior Lenders; and
- (b) all accrued interest on the debt referred to in sub-clause (a)

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Mine Developer and Operator's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"Surface Moisture" means the moisture content present in coal that is derived as the difference between Total Moisture and Equilibrated Moisture, and expressed in percentage terms;

"Suspension" shall have the meaning set forth in Clause 42.1;

"Tax(es)" shall mean Goods and Services Tax ('GST'), local Tax, cess or any other Taxes and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, Equipment and services incorporated in and forming part of the Mines, charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation therein imposed on any account whatsoever. For the avoidance of doubt Taxes shall not include Taxes on corporate income;

"Tender" shall have the meaning set forth in Recital (B);

"Termination" shall mean the expiry or Termination of this Agreement;

"Termination Notice" shall mean the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"Termination Payment" shall mean the amount payable/recoverable under, and in accordance with, this Agreement, by HPGCL to the Mine Developer and Operator or vice-versa upon Termination. For the avoidance of doubt, it is expressly agreed that the amount payable/recoverable shall be subject to the limitations specified in Clause 43.3;

"Test(s)" shall mean the tests set forth in Schedule-

It to determine the Completion of Mines in accordance with the provisions of this Agreement and shall *mutatis mutandis*, include similar Tests to determine Completion of Additional Capacity, if any;

"Ton", "Tonne" means 1000 (thousand) kilograms as defined in Standards of Weights and Measures Act, 1976 (including rules and regulations framed under the said act, policies and amendments from time to time as notified by Government of India);

"Total Moisture" means the total moisture content (including Surface Moisture) expressed as percentage present in coal and determined on as delivered basis in pursuance to IS 1350;

"Total Project Cost" shall mean the capital cost to be incurred on construction and financing of the Project and shall be limited to the lowest of:

- (a) the capital cost of the Project as set forth in the Financial Package, and
- (b) a sum of Rs[.] (Rupees[.] crores) only

provided that the Total Project Cost shall not exceed the actual capital cost of the Project;

"**Transfer Date**" shall mean the date on which this Agreement expires pursuant to the provision of this Agreement or is terminated by a Termination Notice;

"**Transportation Charges**" shall have the meaning set forth in Clause 35.7;

"**Undelivered Coal**" shall have the meaning set forth in Clause 35.4.5;

"**Unforeseen Event(s)**" shall have the meaning set forth in Clause 40.11;

"**HPGCL / Owner**" means Haryana Power Generation Corporation Limited A Haryana Government Undertaking, Panchkula, Haryana and shall include its legal representatives, successors, administrators and permitted assigns;

"**HPGCL Default**" shall have the meaning set forth in Clause 43.2.1;

"**HPGCL Indemnified Persons**" shall have the meaning set forth in Clause 48.1.1;

"**HPGCL Representative**" shall mean such person or persons as may be authorized in writing by HPGCL to act on its behalf under this Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfill any obligations of HPGCL under this Agreement;

"**HPGCL Coal Evacuation facilities**" shall mean CHP, Silo and permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding to be constructed by MDO the cost of which will be reimbursed by HPGCL.;

"**Vesting Certificate**" shall have the meaning set forth in Clause 44.4;

"**Work Component**" shall mean the Base Mining Charge quoted by the MDO and finalized after the completion of Price Negotiations with HPGCL and includes cost of diesel;

"**WPI**" shall mean the wholesale price index for all commodities as published by the Ministry of Commerce and Industry, Government of India and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the

period ending with the preceding month, save and except that for the purposes of quarterly revision of the Mining Charge in accordance with the provisions of Clause 35.1.1 the revision due for and in respect of any quarter shall be computed with reference to WPI as on the last date of the preceding quarter.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

{THEHPGCL} by:

Signature) (Name) (Designation) (Address) (Fax No.)

((e-mail address)

In the presence of:

1. 2.

THE COMMON SEAL OF MINE DEVELOPER AND OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Mine Developer and Operator at its meeting held on the day of 20... hereunto affixed in the presence of , Director, who has assigned these presents in token thereof and , company Secretary / Authorised Officer who has countersigned the same in token thereof

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
((e-mail address)

In the presence of:

1. 2.

SCHEDULES

(Schedules form an integral part of the Coal Mining Agreement. Schedules shall be updated or modified as deemed necessary during the Contact Period upon mutual agreement between the Parties. Updates or modifications, if any, in the Schedules shall also form the part of this Agreement.)

SCHEDULE-A

(See Clause 10.1)

SITE OF THE PROJECT

1. Location

1.1 The Kalyanpur Badalpara Coal Block is located in the Dumka District of Jharkhand. The block falls in Survey of India (Sol) Toposheet No 72P/12. Geographically, the coal block is bounded by latitude $24^{\circ} 08' 17.09''$ N to $24^{\circ} 10' 31.96''$ N Longitude: $87^{\circ} 31' 14.96''$ E to $87^{\circ} 32' 39.90''$ E (approx). The coal block falls in the Rajmahal area of the Eastern Coalfields and covers an area of about 6.00 sq. km. out of which approx. 3.57 Sq. km area consist of forest area.

1.2 Brief on coal block:

The Kalyanpur Badalpara Coal Block has been allotted to Haryana Power Generation Corporation Limited (HPGCL) by Ministry of Coal (MoC) under Rule 4 of the 'Auction by Competitive Bidding of Coal Mines Rules, 2012 on 29.03.2016 for utilization of coal in their End Use Plants (EUPs), as mentioned below:

Table: 1

SI No	Name of the Power Plants	Capacity
1.	Expansion unit at Deenbandhu Chhotu Ram Yamunanagar TPP (DCRTPP),	800 MW
2.	Surplus coal if any to meet partial requirement of 1x800 MW (exp.) unit proposed to be set up at PTPS, Panipat	800 MW
	TOTAL CAPACITY	1600 MW

1.3 Access

The coal block is approachable both by rail and road. The nearest railhead is at Harinsingh located at 12 km from Kalyanpur Badalpara coal block. The area is approachable from local road.

1.4 The Site

Site of the Project shall include Kalyanpur Badalpara coal block, external/internal Overburden dump, approach road and coal transportation road to the mine, mine infrastructures like workshop, stores, administrative office, statutory buildings, magazine, fuel station, power distribution sub-station(s), Coal Handling Plant, Coal Depot(s), Rapid loading system (silos), Railway Siding(s) (within and outside ML/ coal block area), Delivery Point, roads diverted along mine boundary etc.

Additional land required for Overburden dumps, diversion of roads, diversion/shifting of power lines, shifting of ponds/ water bodies, diversion of nala/ streams, shifting of telephone lines, shifting of water pipes, shifting of any utilities, ancillary buildings, extension/addition of Mines or for construction works shall be acquired in accordance with the provisions of this Agreement. Upon acquisition by HPGCL, such land shall form part of the Site and vest in HPGCL.

For more information, please refer Schedule-U.

Annexure-
I(Schedule-
A)LocationPl

an

PleasereferSchedule-U

SCHEDULE-B

(See Clause 2.1)

DEVELOPMENT OF THE MINES

1. Pre-Project Activities

- 1.1 Pre-project activities shall be carried out by MDO and it includes carrying out DGPS survey, Site survey, contouring, conducting detailed Exploration, preparation of Geological Report, carrying out Geo-technical investigation & Hydrogeological investigation, carrying out SIA study, carrying out Land use pattern study, carrying out EIA-EMP study, carrying out land diversion study, obtaining Environment clearance, obtaining Forest clearance, obtaining Consent to Establish, obtaining Consent to Operate, obtaining Mine opening permission, preparation of Mining Plan including Mine closure plan, obtaining notifications under CBA (A&D) Act, Approval of R&R Plan and obtaining other clearances/permission/ notifications/ exemptions required under the provision of this Agreement.
- i. Carrying out Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating:
 - a) block boundary, erecting boundary pillars and Site & topographic Survey including contouring.
 - b) All type of Forest land/non forest land in the coal block area, verification as per statute and preparation of land schedules and forest maps for clearance and pillarings as per requirement of Forest department/HPGCL.
 - c) Identification and demarcation of compensatory afforestation (CA) land and pillarings as per statute.
 - ii. Carrying out Detailed Exploration & Drilling of 15,000m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/ latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/ any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area.
 - iii. On behalf of HPGCL, if required, the exploration related activities like verification of exploration scheme, vetting of geological Report etc. shall be done by CMPDI/ other agencies permitted by MoC. Charges of CMPDI/ other agencies for rendering such services shall be borne by the MDO.
 - iv. Carrying out Geotechnical investigation, Slope Stability Study, Hydrogeological Investigation study and pumping test for obtaining aquifer parameters & make of water of the mine and Preparation of reports thereof.
 - v. Preparation of Mining Plan including Mine closure plan (including revision thereof, periodical submission and Approvals) as per the guidelines of MoC and obtaining Approval.
 - vi. Carrying out Socio-Economic Impact Assessment (SIA) study, Land use pattern study & EIA/EMP study and preparation of Reports thereof, conducting Public hearing(s), appraising EAC and carrying out all incidental works for obtaining Environment clearance.
 - vii. All Pre-Developmental Clearances such as Forestry Stage-I land Stage-II Clearances

(including identification, acquisition at HPGCL cost & transfer of land/ degraded forest land for compensatory afforestation), Environmental Clearance for coal, Notifications under CBA (A&D) Act 1957, NOC from Central Ground Water Authority, NOC for using ground water and surface water including mines seepage water, Tree felling permission, permission from PESO for HSD storage, permission from PESO/ any other Govt. Authority/ organization for storage and use of explosives, Approval from Ministry of Tribal Affairs, hazardous waste authorization (HWA) and other Approvals from SPCB, Airport Authority of India Clearance and any other clearances/ Approvals/ permission setc., complete required for commissioning of mines shall be obtained by MDO at its own cost. HPGCL as principal Owner of the mine shall bear the cost of Acquisition of Land and shall extend all necessary support to MDO in fulfilling the statutory requirements on best endeavour basis. The detail Scope of work shall be as described in schedule-T.

- viii. Carry out all activities related to Land Acquisition under relevant acts, obtain physical possession of land (within and outside the mine lease boundary) required for the entire project including coal mine area, external OB dumps, Railway Siding(s), CHP & Silo, approach road to mine and coal transportation roads, R&R Colony, HPGCL's Residential Complex & Colony and any other infrastructures, diversion of public roads & nalas etc. The documented cost of Land Acquisition (all type of land like Government land, Forest land, Net Present Value of such land, Tenancy land, land occupied by squatters or encroachers, land for R&R Colony, land for compensatory afforestation, etc.) shall be borne by HPGCL.
- x. Preparation of R&R Plan and submission to HPGCL and Govt. of Jharkhand. Obtaining Approval of the R&R Plan from concerned Govt. Authority on behalf of HPGCL. The MDO shall be responsible for Rehabilitation and Resettlement (R&R) of the PAFs/ PAPs as per the approved R & R Plan. Cost of compensation as per the approved R&R Plan (except employment of PAFs) shall be paid by HPGCL to the PAFs/ PAPs.
- xi. The MDO is obligated for employment of PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand. The quoted Base Mining Charge shall include any expenses for the above.
- xii. Preparatory arrangements and procurement of explosives, blasting accessories, Ground Water Control, Storm Water Control, diversion of roads, nalas, extension of electricity from HPGCL's MRSS, internal electricity distribution etc., complete for the mine required to commence the mining operation and dispatch coal.

2. Mines

- 2.1 Development of the Mines by the MDO shall include construction of Project Facilities, Coal Depot(s), extension of power supply from power distribution substations i.e. MRSS of HPGCL, alternate/ Backup power arrangement, workshops, approach road & coal transportation road, installation of Equipment, pumps, pipelines for Storm Water Control, Groundwater control etc., and any other associated structures and installation of Equipment etc., as described in this Schedule-B and in Schedule-C.
- 2.2 Construction of Civil and other related infrastructure facilities (including statutory mine facilities, industrial as well as residential & non-residential buildings

for MDO), fire-fighting arrangement, and any other Mine & associated infrastructure construction for successful operation of mine.

- 2.3 Design and construction of embankment (if any) around water bodies as per Hydro-geological investigation report and Mining plan(s).
- 2.4 Diversion of public roads.
- 2.5 Diversion of nallas/ streams/ shifting of ponds in the coal block area as per EIA-EMP report/ Nalla diversion study/ Mining plan(s).
- 2.6 Shifting of power lines, cables, water pipes and telephone lines/ cables which cause obstruction for mine operation.
- 2.7 Mines shall be developed by the Mine Developer and Operator in conformity with the provisions of this Agreement, Mining Plan(s) and the Specifications and Standards set forth in Annex-I and Annex-II of Schedule-D in this Agreement.

3. Removal of Overburden

- 3.1 Development of the Mine shall include excavation of Overburden and deposit thereof, as described in Annex-I of this Schedule-B.

Note :

Any and all other works and activities which are not specifically stated in this agreement but found necessary for exploration, planning, development, O & M, production, dispatch of coal etc. shall be executed by the MDO at their cost unless specifically mentioned otherwise.

Annex-I
(Schedule-B)
Description of Mine

1. Capacity of the Mines

For the purpose of this Agreement, "Contracted Capacity" means 3.00 Million Tons of Coal per annum which may change as per the approved Mining plan or as per the directives of Mine In-charge/ HPGCL.

2. Project Facilities

The Project Facilities shall be constructed in conformity with Annex-I of Schedule-C.

3. Specifications and Standards

The development of Mines and installation of Equipment shall be in conformity with the Mining Plan(s) and Specifications and Standards specified in Annex-I & Annex-II respectively of Schedule-

D. If any Specifications and Standards are explicitly not mentioned or referred under this Agreement, the Specifications and Standards shall be furnished by HPGCL for compliance by MDO. Such Specifications and Standards shall be complied by MDO and no additional cost shall be payable for the same.

4. Description of the Mines

A. Mines

- i) Type: Opencast
- ii) Number of Coal Seams zones : 4 nos. as per "Regional exploration report carried out by GSI (Geological Survey of India) for Kalyanpur Badalpara Coal Block of Brahmani basin, Rajmahal group of coal fields, Dumka district, Jharkhand" is enclosed in Schedule-U. Actual details to be assessed by MDO after detailed exploration, preparation of GR & Mining plan(s).
- iii) Peak mine capacity in MT per annum: For the purpose of this Agreement, "Contracted Capacity" is 3.00 Million Tons of Coal per annum which is subject to change as per the approved Mining plan or as per the directives of Mine In-charge/ HPGCL. However, Mining capacity shall be firmed up once the Mining Plan is prepared and approved.
- iv) Geo-mining characteristics (Detailed Exploration Report / Final Report) "Regional exploration report carried out by GSI (Geological Survey of India) for Kalyanpur Badalpara Coal Block of Brahmani basin, Rajmahal group of coal fields, Dumka district, Jharkhand" is enclosed for reference in Schedule-U. Further requirement to be assessed by the MDO/HPGCL.
- v) Details of geological disturbances (Final Report)
"Regional exploration report carried out by GSI (Geological Survey of India) for Kalyanpur Badalpara Coal Block of Brahmani basin, Rajmahal group of coal fields, Dumka district, Jharkhand" is enclosed for reference in Schedule-U. Further requirement to be assessed by the MDO/HPGCL.

vi) Exploration details (Final Report)

“Regional exploration report carried out by GSI (Geological Survey of India) for coal Kalyanpur Badalpara Coal Block of Brahmani basin, Rajmahal group of coal fields, Dumka district, Jharkhand” is enclosed for reference in Schedule-U. Further details to be assessed by the MDO/HPGCL.

vii) Mining method for Overburden removal:

The Peak coal mining capacity will be about 4.5 MTPA and the Normative (rated) capacity will be about 3 MTPA (subject to preparation and approval of Mining Plan). Removal of Overburden shall be undertaken by the Mine Developer and Operator in conformity with the provisions of Mining Plan(s), this Agreement and directives of Mine In-charge.

The MDO shall stick to the coal production schedule as per the approved Mining Plan and directives of Mine In-charge. The required OB production should be scheduled in such a way to ensure sufficient exposure of Coal to maintain the geometry of Mines including bench configuration etc., in conformity with the provisions of the approved Mining Plan and statutory requirements. The Overburden removal shall commensurate with the coal production schedule and running Stripping Ratio as per Mining plan(s).

Provided that, in the event of any significant change in the Coal requirement or Stripping Ratio, the Scheduled Overburden Quantity shall be modified with the Approval of HPGCL.

viii) Mining method for Coal production:

The method of coal excavation including the Equipment configuration, deployment schedule shall be as per approved Mining plan. If the statutory compliances, guidelines, notifications by Govt. Authorities etc., require adoption of new technology / Equipment change in existing technology / Equipment, the MDO shall comply with the same at his own cost and expense. The mining method shall be dust free (to the extent possible) with due concentration to minimum carbon emissions. In case, extraction of coal is not possible through blast free means, the MDO shall adopt blasting in coal face and also in OB. If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System to convey the coal from Mine pit to the Coal Depot.

B. Coal Handling Plant:

MDO shall design, prepare the DPR and construct the Coal Handling Plant (CHP) and the documented cost of the same shall be reimbursed by HPGCL after certification from Independent Engineer and the Chartered Accountant.

C. Railway Siding:

The Construction of permanent Railway Siding near the block / Temporary Railway Siding / improvements at Harinsingh Railway Sidings shall be the responsibility of the MDO, and the documented cost of the railway siding shall be reimbursed by HPGCL after certification from Independent Engineer and Chartered Accountant.

MDO shall construct the above Railway Siding near the mine site to dispatch

coal to end use plants and HPGCL shall reimburse the cost of Construction to MDO.

- D. The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of MDO including, In-Pit Crushing and Conveying System, CHP, Railway Siding and MRSS as specified in clause B & C above and including arrangement for receiving coal at the Coal Depot(s)/ stockyard(s) shall be carried out by MDO as per the provisions of CMA. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harisingh Railway Siding and the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways.

- E. **Drawing power from SEB/JBVNL, Main Receiving Substation i.e. MRSS (Project Main-Substation)**

HPGCL shall make necessary arrangement for drawing power from DISCOM/nearest available State Electricity Board (SEB) substation/ Jharkhand Bijli

Vitrans Nigam Limited (JBVNL) up to the Mine and construct the Main Receiving Substation (MRSS) to enable the MDO to draw power to meet the electrical power requirement of the MDO.

- F. **Electricity Distribution from MRSS (Project Main-Substation) and Distribution System for Mines & Infrastructures**

MDO has to carry out all power distribution arrangements and electrical reticulation to supply power for Mining operation, mine infrastructures (Service buildings, workshops, statutory buildings, stores etc.), illumination and lighting of the mine, pumping arrangements and for all other areas required for operation and maintenance of the mine.

The MDO shall also pay for all charges for metering connection and consumption at rate and on terms no less favorable to the MDO than those generally available to commercial customers receiving substantially equivalent services.

MDO shall be responsible for arranging alternate/ Back up power arrangement for meeting the emergency requirements like Pumping, Illumination and any other requirements for uninterrupted operation of the mine. Operation and maintenance of such arrangement including diesel and any capital replacement is under the Scope of MDO. No claim on HPGCL is admissible in case of non-availability of power from the grid or Backup arrangement.

- G. **Miner Illumination and Telecommunication**

The MDO shall arrange for adequate quarry illumination, illumination of the haul roads, illumination of the dump areas and the coal etc in accordance with latest DGMS Circular(s) for illumination and communication for their own use.

The power supply arrangement and power distribution arrangement shall be substantially in accordance with the Mining Plan(s)/ directives of HPGCL. The MDO shall arrange for adequate internal telecommunication infrastructure

urecatering to basic telephony and other value added telecom services for MDO's own use.

The MDO shall comply with standards of lighting prescribed by Statutory Authorities and directives of HPGCL. The maintenance charges and electricity charges shall be borne by MDO for the power consumed for the project except for HPGCL's own facilities.

H. Installation of Equipment

The MDO shall deploy Equipment as per approved Mining Plan(s). The technology, capacity, numbers and deployment schedule shall be as per approved Mining Plan(s). In the event that, the MDO fails to deploy Equipment as per approved Mining Plan(s), unless such failure has occurred due to Force Majeure or for reasons solely attributable to HPGCL, the MDO shall pay Damages to HPGCL in a sum calculated at the rate of 0.50% (zero point five percent) of the amount of Performance Security for delay of each week or part thereof. The Damages specified in this provision are in addition to Damages specified in Schedule-G for non-achievement of Project Milestones.

Notwithstanding the above, upon request in writing by the MDO, HPGCL may, during the initial mine Development Period of one year after commencement of OB excavation, in its own

discretion allow the MDO to deploy Equipment of smaller capacity, modify number of Equipment and Equipment deployment schedule and grant Extension of Time not

exceeding 365 (three hundred and sixty five) days to deploy new Equipment as per Mining plan(s). Any Approval required from Statutory Authorities, Coal Controller Organization, Ministry of Coal etc., for change in Equipment deployment shall be obtained by MDO at its own cost and expense.

Any change in Equipment type, configuration, capacity, technology of Equipment required by law/Statutory Authorities shall be implemented by MDO at no additional cost.

I. Pumping and Drainage

The MDO shall construct, install, and operate Pumping and Drainage facilities as per Hydro-geological study, Mining Plan(s), recommendations of statutory clearances and directives of HPGCL and shall be adequate enough for pumping the runoff water, storm water and groundwater. The Mine Developer and Operator shall also undertake initial dewatering/depressurization of aquifer of the Mines (if required).

The MDO shall construct Effluent Treatment Plant for effective treatment of effluents arising out of the project. The MDO shall aim for Zero Liquid Discharge from the project activities.

The MDO shall make adequate drain arrangements in the excavation area, dumping area, Project Facilities area, mine infrastructure area, approach roads including coal transportation area, access roads, haul roads etc.

At the

surface, garland drains along the periphery of Project shall also be formed and maintained by the MDO as per HPGCL's directions for coursing of the pumped out water and to protect the pit from entry of surface water including water from the CHP, Silo and adjoining areas.

The MDO shall maintain Main Pumps, Face Pumps, Auxiliary Pumps, slurry pumps and adequate number of stand by pumps to cater mine pumping & drainage.

Annex-II

(Schedule-B)

DESCRIPTION OF RAILWAY SIDING

The construction of permanent Railway Siding near the block/ Temporary Railway Siding/improvements at Harinsingh Railway Siding for dispatch of coal shall be the responsibility of the MDO and the documented cost so incurred would be reimbursed by HPGCL to MDO subject to certification of Independent Engineer and Panel of Chartered Accountant.

The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of Railway Siding as specified above shall be carried out by MDO as per the provisions of CMA. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways.

Until completion of above Railway Siding(s) or in the event of non commissioning of any one of CHP or Conveyors or Silo etc., or in the event of breakdown of any of them, MDO shall load coal into trucks at Coal Depot & shall transport ROM coal from pit head coal stockyard/Coal Depots and load coal into wagons at nearest Railway Siding, as per directives of Mine In-charge.

Annex-III

(Schedule-B)

PROJECT SPECIFIC ASSETS

The immovable Project Assets which are specific to the Project, but not including Heavy Earth Moving Machinery likely to be used in the mines;

- a) Residential Buildings (Township) of Mine Developer and Operator including other facilities Sewage Treatment Plant, Substation, Community hall, School, etc.;
- b) Administrative building, Site office and statutory buildings i.e. Magazine, Pit head bath, First aid center (Dispensary), Vocational Training Centre (VTC), Rest shelter etc.;
- c) Guest House, Canteen;
- d) Workshop and Store, Diesel Dispensing Unit;
- e) Mine dewatering facilities including pump house, pumps, pipes, valves & fitting etc.;
- f) Settling pit, effluent treatment plant, water treatment plant with Reverse Osmosis (RO) Plant, Borewells, Industrial and drinking water supply and distribution facilities for the Site including but not limited to mine, residential and Service buildings of MDO etc.;
- g) all power supply and distribution arrangement from MRSS, alternate/ Back up power arrangement, Illumination of the Site, approach roads, township etc.;
- h) Roads within and outside the coal block;
- i) Weigh bridges;
- j) Environment Laboratory, Coal Quality Control Laboratory etc.;
- k) Any other immovable Project Assets mutually agreed by HPGCL and MDO.

SCHEDULE-C
(See Clause 2.1)
PROJECT FACILITIES

The Mine Developer and Operator shall construct the Project Facilities in accordance with provisions of this Agreement.

1. Project Facilities for Mines

Project Facilities forming part of the Mines and to be completed within the timelines prescribed in Schedule-G and for the items not prescribed in Schedule-G to be completed before "Completion"-as set forth in Clause 22.3.1;

2. Project Facilities for Township

Project Facilities forming part of the township described in Annex-II of this Schedule-C and to be completed on or before 2nd (second) anniversary of commencement of coal production.

3. Temporary Project Facilities for Mines and Township:

Till construction & completion of permanent Project Facilities for Mines and township, the MDO shall provide temporary, portable arrangements for the Project Facilities.

Annex-I
(Schedule-C)
Project Facilities for Mines

1. Project Facilities

The Mine Developer and Operator shall construct the Project Facilities described in this Annex-I to form part of the Mines. The Project Facilities shall include the following which is not exhaustive:

- a. Electrical arrangements, power distribution including reticulation from MRSS and related substation & structures, lighting arrangements, internal telecommunication infrastructure catering to basic telephony and other value added telecom services etc.;
- b. Alternate and Backup source of power supply through installation of DG sets or any other power Backup modes;
- c. Coal Depot(s)/stockyard(s) with adequate number of Weighbridges for weighing coal from Mines as well as for the coal dispatched from the Coal Depot and adequate number of Weighbridges for weighing coal at permanent Railway Siding near the block/ Temporary Railway Siding/ Harisingh Railway Siding;
- d. Workshops with different sections for maintenance of different types of Equipment and with permanent infrastructure for maintenance team;
- e. Machine shop for machining and maintenance of Equipment and machinery;
- f. Calibration Laboratory to check all tools, Instruments, Jigs and fixtures to ensure product conformity with specification and standards;
- g. Storage facilities for Diesel and Dispensing Units, Bowser(s)
- h. Store shed and storage space for Equipment and materials;
- i. Administrative office;
- j. First aid Room and First Aid Station;
- k. Ambulance(s) round the clock;
- l. Fire Tender and Fire Station
- m. Magazine;
- n. Blastingshelter;
- o. Restroom, Restshelter;
- p. Canteen;
- r. Creches;
- s. Firehydrants system;
- t. Time office for recording entry and exit of tipper trucks;
- u. Effluent treatment plant & Sewage treatment plant;

- v. Settling pond;
- w. Attendance Room;
- x. Common facility centre;
- y. Security Equipment including closed-circuit television (CCTV);
- z. RFID system for tracking of truck movement, Geofencing;
- aa. aa. Operator Independent Truck Dispatch System;
- bb. Roads and culverts including Bridges for vehicular movement for Approach roads to the mine and coal transportation road;
- cc. Approach roads to the mine from the NH-114A and coal transportation road and access roads within the mine area, access roads to the permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding, magazine etc;
- dd. Haul roads;
- ee. Coal transportation road from Coal Depot(s) connecting to the NH-114A, coal transportation road to permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding;
- ff. Drainage system for storm water drainage including garland drain around the mine pit, dump yard, CHP area, Railway Siding and MRSS;
- gg. Embankment around the water bodies, revetment and pitching wherever necessary as stipulated in Mining plan/ stipulation of MOEF & CC in granting EC/ Nala diversion study and approved by HPGCL;
- hh. Road over Embankment(s) as per specifications/ as directed by HPGCL;
- ii. Any other civil works, facilities required for the operation of the mine and as recommended in the Mining Plan(s), statutory Approvals/ guidelines/ Statutory Authorities/ Government Authorities and as directed by HPGCL.

2. Description of Project Facilities

The Project Facilities are briefly described below:

2.1 Alternate source of power supply:

MDO shall be responsible for arranging alternate/ Backup power arrangement for meeting the emergency requirements like Pumping, Illumination, any other requirements for uninterrupted operation of the mine. Operation and maintenance of such arrangement including diesel and any capital replacement is under the Scope of MDO. No claim on HPGCL is admissible in case of non-availability of power from the grid or Backup arrangement.

Any permission required for installation of above Backup power arrangements shall be obtained by MDO and all environmental norms shall be strictly adhered to by MDO.

2.2 Coal Depot(s)/ Coal stockyard(s)

The specifications of stockyard(s) shall be as per Article- 30 and other

provisions of this Agreement.

2.3 Workshops

The Mine Developer and Operator shall construct the workshops with the requisite Equipment, tools and other facilities to cater to the needs of daily maintenance, Scheduled Maintenance, lubrication, routine inspection, minor/ medium repair and replacement of parts/sub-assemblies of Equipment.

The MDO shall maintain separate workshops for day to day maintenance and major overhauls & capital repairs.

The workshop shall be with different sections for maintenance of different types

of Equipment and with permanent infrastructure for maintenance teams. The workshop shall have separate HEMM and E&M sections. The HEMM section shall have facilities for mechanized washing, daily maintenance, cranes of adequate capacity & type, scheduled inspection, lubrication & maintenance shops, repairs shops, engineering shops like machine shop, welding & structural shop etc., open/concrete pavements for equipment parking, pavement near office, supporting facilities like switch room, office, canteen, cycle/ motor vehicle stand, mechanized tyre handling & changing system, fire fighting system etc., complete required for the project. The E&M section shall have facilities like Mechanical repair shop for routine maintenance & minor repair of water pumps, other allied Equipment, machine shop & electrical repair shop for small motors & testing of electrical installations, supporting facilities like small material stores, cycle/ motor vehicle shed, toilet, office, canteen, fire fighting facilities, pavement, roads etc., complete required for the project.

2.4 Store shed

The MDO shall provide closed sheds for the project stores, store yard, store rackings system, forklift truck etc.

2.5 Administrative office

The MDO shall construct administrative office for MDO.

2.6 First aid room & first aid station

The MDO shall construct & maintain first aid room & first aid station as per statutory requirement fulfilling stipulations of DGMS, Mines Act etc. The minimum plinth/floor area of first aid station/ room shall be as stipulated in the Mines Rules, 1955 and the amendment thereof.

2.7 Magazine

The MDO shall construct & maintain the Magazine and adequate security facilities like barbed wire fencing, watch towers, security guards, CCTVs etc., as per statutory requirements.

2.8 Rest shelter

The MDO shall construct & maintain at least 2 (two) rest shelter(s) with minimum plinth area of 50 sqm.

2.9 Canteen(s)

The MDO shall construct, maintain and operate appropriate number of canteen(s) in the project area.

2.10 Creches

The MDO shall construct & maintain creches in the project area as per statutory requirement.

2.11 Pithead bath & toilets:

The MDO shall construct & maintain pithead bathrooms & toilets (separately for all genders) as per applicable statute and as directed by HPGCL.

2.12 Fire hydrant system

A fire hydrant system shall be installed in conformity with Applicable Laws, Applicable Permits and Standard Industry Practice and shall include adequate water storage, pumping capacity and distribution network. Smoke detectors, fire alarms and water sprinklers shall also be provided in critical areas of the Mines.

2.13 Time office, Attendance room, Common facility centre, Parking area, Scrap yard, VTC etc:

The MDO shall construct a common facility center which shall include a cafeteria, recreation facilities, medical aid center and rest rooms for use by the personnel deployed for the Project.

The MDO shall construct, maintain & operate VTC with state of art training facilities including simulator to provide training to HPGCL's, MDO's, Contractor's workmen etc. The VTC shall be of minimum plinth area of 250 sqm.

The MDO shall construct, maintain & operate Attendance room with separate facilities to capture attendance of HPGCL's & MDO's employees. The MDO shall deploy bio-metric/ facial recognition attendance monitoring system as per directives of HPGCL.

2.14 Effluent Treatment Plant & Sewerage Treatment Plant:

The MDO shall construct ETP & STP to cater project requirements. The MDO shall construct ETP & STP for effective treatment of effluents & sewerage arising out of the project.

The MDO shall aim for Zero Liquid Discharge from the project activities. The specifications of ETP & STP shall be finalized by MDO in consultation with HPGCL.

2.15 Telecommunication

The MDO shall create infrastructure for voice and data communication, voice & data networking including high speed internet for the project. The MDO shall provide walkie talkies sets/ TETRA (Terrestrial Trunk Radio) based mobile communications system/ any other advanced communications system acceptable to Statutory Authorities for the entire project area.

2.16 Security Equipment, RFID, OITDS

The installation, maintenance & operation of security arrangements shall be as per provisions of this Agreement, directives of HPGCL, Govt. Authorities etc.

2.17 Roads

The Mine Developer and Operator shall construct and maintain haul roads required for excavation and transportation of OB, Coal, minerals other than coal equivalent to the Contracted Capacity. The MDO shall construct and maintain the Approach roads and access roads within the mine area, access roads to permanent Railway Siding near the block/Temporary Railway Siding/Harinsingh Railway Siding, mine infrastructure, Fixed Infrastructure, statutory facilities etc.

2.18 Approach road and coal transportation road:

The MDO shall construct approach road and coal transportation to the mine from the nearest State Highway/ National Highway, permanent Railway Siding near the block/Temporary Railway Siding/Harinsingh Railway Siding and to the nearest Railway Siding. The alignment of approach road and coal transportation road shall be finalized at the time of preparation of Mining plan. There shall be an exclusive four lane coal transportation road for movement of coal trucks and two more lanes flanged along both sides of coal transportation road for vehicular movement other than coal trucks. The MDO shall design and construct the road with proper drainage, culverts, bridges, clearances and other measures required under Indian Road

Congress for crossing nullah, river, power lines etc. The MDO shall carry out & maintain three tier avenue plantation to attenuate dust and noise.

The alignment of the road shall be selected in such a way that the road shall avoid crossing of villages/populated areas to ensure safety and avoid pollution in surrounding areas. The MDO shall adhere to any other conditions imposed by State Government Authorities, conditions of EC, FC, CTE, CTO and other clearances for coal transportation road.

**Annex-II
(Schedule-C)
Project Facilities for Township**

1. Project Facilities

The Mine Developer and Operator shall construct the Project Facilities described in this Annex-II to form part of the township for the Project. These minimum Project Facilities to be constructed shall include:

- a) Administrative office and township (housing complex);
- b) Primary health centre with at least 6 (six) beds;
- c) Other facilities required to be provided to workmen/ employees of MDO and workmen/ employees of Contractor of MDO as per Applicable Laws, regulations, statute including but not limited to Contract Labour (Regulation & Abolition) Act, 1970, Mines Act etc., applicable for the project.

2. Description of Project Facilities

The Project Facilities are briefly described below:

- a) Administrative office and township (housing complex)

The Mine Developer and Operator shall construct an administrative office for MDO of required area. In addition to these, basic facilities like toilets for gents & ladies, potable water tanks, soak pit and septic tank for sewage disposal shall also be provided along with adequate corridors. Covered parking area for parking shall also be provided. All furniture's and other furnishings including office peripherals and computers shall also be in the Scope of MDO. The Mine Developer and Operator shall construct housing complex (colony) near the Site with the requisite space and facilities for residential buildings with necessary infrastructures for its employees.

The sewerage treatment plant with suitable drainage systems and storm water disposal system shall be provided as the Standard Industry Practice. The colony shall be well connected with nearest public road and internal roads shall be laid as per the requirements. Power shall be drawn from the State Electricity Board (SEB)/ Jharkhand Bijli Vitran Nigam Limited (JBVNL) with adequate street lighting arrangement.

The land required for these facilities shall be purchased by MDO on its own cost. The housing complex shall also be provided with sufficient commercial facilities including Bank, post office, business centre and shops/kiosks.

- b) Primary Health Centre

The Mine Developer and Operator shall build a primary health centre, with at least 6 (six) beds, in conformity with standards followed by the State Government or as directed by HPGCL with sufficient space and facilities

for in-patient care and diagnostic facilities.

c) Ambulance

Ambulance service shall be provided round the clock during the entire Contract Period. Separate ambulances shall be provided for the purpose of Mines and Township/ Primary Health Centre.

d) School on need basis.

e) Community Centre on need basis.

SCHEDULE-D

(See Clause 2.1)

SPECIFICATIONS AND STANDARDS

1. Mines

The Mine Developer and Operator shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for development of the Mines.

2. Equipment

The Mine Developer and Operator shall comply with the Specifications and Standards set forth in Annex-II of this Schedule-D for installation of Equipment.

3. Mining Plan(s)

The Mine Developer and Operator shall comply with the approved Mining Plan(s) and the same as may be modified from time to time in conformity with Applicable Laws.

4. CHP and Railway siding

The Mine Developer and Operator shall comply with the Specifications and Standards set forth in Detailed Project Report of Coal Handling Plant for operation & maintenance of Truck Loading Station, conveyors, rapid loading system with Silo, MRSS etc.

The Mine Developer and Operator shall comply with the Specifications and Standards set forth in Conceptual report, Feasibility study report, Detailed Project Report of Railway Siding and as prescribed by Indian Railways for operation & maintenance of Railway siding.

Annex-I

(Schedule-D)

Specifications and Standards for Mines

1. Standards and Specifications

Subject to the provisions of Paragraph 2 of this Annex-I, the Mines shall conform with the provisions of the approved Mining Plan(s), this Coal Mining Agreement, stipulations of DGMS, MoEF & CC, Ministry of Labour & Employment (MoL&E), other Statutory Authorities, acts, rules, regulations, conditions imposed while grant of various Approvals, permissions etc., which shall be deemed to be the Specifications and Standards for the Mines.

2. Additional Specifications and Standards

Notwithstanding anything to the contrary contained in paragraph 1 of this Annex-I, the following additional Specifications and Standards shall apply to the development of Mines, and for purposes of this Agreement, the Specifications and Standards referred to in paragraph 1 shall be deemed to be amended to the extent set forth below in this paragraph 2.

The directions issued by Government Authorities like DGMS (including DGMS circulars, safety conferences etc.), SPCB, CPCB, Coal Controller Organization (CCO) etc., with respect to safe mining operations, protection of environment, Progressive & Final Mine Closure and any corrective measures for rectifying the violations pointed out by such Authorities in the course of Mining operations shall become Specifications and Standards which shall be complied by MDO.

Annex-II

(Schedule-D)

Specifications and Standards for Equipment

1. Standards and Specifications

Subject to the provisions of paragraph 2 of this Annex-II, the installation of Equipment at the Mines shall conform to the provisions of the approved Mining Plan(s), stipulations of DGMS and Ministry of Environment, Forest and Climate Change which shall be deemed to be the Specifications and Standards.

2. Additional Specifications and Standards

Notwithstanding anything to the contrary contained in paragraph 1 of this Annex-II, the following additional Specifications and Standards shall apply to the installation of Equipment at the Mines, and for purposes of this Agreement, the Specifications and Standards referred to in paragraph 1 shall be deemed to be amended to the extent set forth below in this paragraph 2.

2.1 Provision of MDO's Plant and Equipment

- 2.1.1 The MDO shall deploy state of the art mining and other ancillary Equipment as per the Mining Plan(s), directives of Government Authorities and procure adequate after sales maintenance support and comply with the OEM's recommendations for operations and maintenance of the Equipment. The MDO shall at all times own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal. The Equipment deployment schedule shall be in conformity with the schedule as per the Coal requirement of HPGCL which shall be decided by HPGCL at the beginning of each financial year and every quarter of the financial year/ as proposed in the Mining Plan. Any change in the size/capacity of Equipment being deployed at the Mines shall be done only with the prior Approval of HPGCL. If any Approval is required from the MoEF&CC/ any statutory agency due to the change in the Equipment deployment plan, the same shall be obtained by the MDO at its own costs.
- 2.1.2 The MDO shall deploy new Equipment at the Mines. However, MDO can deploy **used** Equipment for Mine Development Period.
- 2.1.3 The age of the used Equipment deployed in the Mines shall not be more than 5 (five) years/ 10000 operating hours subject to fitness to work at the time of deployment in the mines.
- 2.1.4 Norms adopted by CMPDI may be considered for fixing life of different HEMM. Equipment beyond its economic life shall not be deployed during the operation of this Contract Period. However, if Independent Engineer, after assessing the fitness of the Equipment may permit any of the Equipment beyond their life. For assessing the fitness of the Equipment, the Independent Engineer may specify to furnish certificate from Original Equipment manufacturer as deemed fit. In case of any Dispute, Decision of the HPGCL with respect to fitness, period of extension for deployment will be final and binding.
- 2.1.5 The mining Equipment configuration deployed by the MDO shall at all times during the Contract Period comply with the Applicable Laws, including those related to environment and any conditions thereof, as imposed by the MoEF&CC and those related to safety, as imposed by DGMS. Any cost implication with respect to

theminingEquipmentarisingoutofstipulationsofMoEF&CC,DGMSoranyotherAuthorityshallbetoMDO'saccountwithoutanyrecoursetoHPGCL.

2.1.6 The MDO shall inform to the HPGCL's Representative before acquiring, hiring, leasing, transferring or replacing any Major Plant and Equipment. All such information shall contain:

- a. details of the number, model, make and size of the Major Plant and Equipment Item, and
- b. if the Item is to be acquired, transferred or replaced, details of the ownership costs (including the depreciation values of that item), maintenance history and mechanical audit reports for that Major Plant and Equipment item; and
- c. if the item is to be hired or leased, identity of the title-holder/ hirer, and the expected period of hire or leasing.

2.2 Register of MDO's Plant and Equipment

The MDO shall establish and maintain an asset register of the MDO's Plant and Equipment which sets out in reasonably sufficient detail:

- a. identification details for every item of MDO's Plant and Equipment used in mine;
- b. whether the MDO's Plant and Equipment is owned, leased or hired by the MDO and, if leased or hired, who owns the Plant and Equipment and whether it is encumbered (and if so, reasonable details in this regard); and
- c. all other information necessary for or relevant to the safe and efficient operation, maintenance and repair of the MDO's Plant and Equipment.

2.3 Removal of MDO's Plant and Equipment

On the expiration of the Term of the Agreement or Termination of the Agreement, unless otherwise agreed by HPGCL, the MDO shall at its own cost remove from the Site all the MDO's Plant and Equipment and make good any damage caused to the Site by that removal.

2.4 HPGCL's Facilities

2.4.1 HPGCL shall on best endeavor basis, provide its facilities for use by the MDO free of charges for the performance of obligations under this Agreement, except for the charges mentioned elsewhere in the Tender Documents/ CMA.

2.4.2 The MDO shall incur the expenses for operating, maintaining and any overhauling that may be required for using HPGCL's Facilities during the Contract Period.

2.4.3 The MDO shall not replace, sell or otherwise dispose any item of HPGCL's Facilities (including salvaging the parts of any of the HPGCL's Facilities) without the written Approval of HPGCL's Representative; and

2.4.4 Any sale or disposal of any portion of HPGCL's Facilities shall be the sole responsibility of HPGCL.

2.4.5 The MDO shall maintain all information necessary for or relevant to the safe and efficient operation, maintenance and repair of HPGCL's Facilities.

2.5 Consumables

- 2.5.1 The MDO shall procure on its own account all consumables (including Diesel, fuel, explosives and the like) required for the performance of the Scope of services and its obligations under this Agreement.
- 2.5.2 Procurement of explosives and accessories shall be undertaken with the prior authorization/Approval of HPGCL wherever so required by Applicable Laws and as per provisions of CMA.
- 2.5.3 No claim on account of excessive consumption of explosives/increase in price of explosives during the subsistence of the contract shall be entertained by HPGCL.

Annex-
III (Schedule-
D) Mining Plan(
s)

The MDO shall at all-time comply with the provisions of Approved Mining Plan(s) of coal during the Contract Period and till final closure of mines. The Mining Plan(s) to be prepared by MDO shall form part of Specifications and Standards of this Agreement. The provisions of Mining Plan(s) shall be in consonance with terms and conditions of this Agreement.

The MDO shall conform to the Mining Plan(s) in terms of the boundaries of the mining area, the internal and external dumping locations and the progress of the mine. The MDO shall ensure sufficient width of working benches to provide space for mining Equipment to work, systematic progress of the mining front, optimal height and width, alignment and grade of haul roads and ramps, optimal backfilling arrangements and safe dump profile. The development and operation of the mine shall conform to the Mining Plan, DGMS stipulations and accepted Standard Industry Practices. The same shall be liable to be regularly assessed and monitored by the Independent Engineer and HPGCL in terms of the Coal Mining Agreement.

The MDO shall ensure that the slope of the dump meets the statutory Safety Requirements. The MDO shall always maintain the overall profile of the mine in all respects in conformity to the approved Mining Plan and other statutory stipulations. The working places on the dumps shall be maintained in safe and tidy condition at all times, with adequate watering for dust suppression. The MDO shall follow all DGMS stipulations with respect to dump height and other safe OB dumping practices.

If any change to the approved Mining Plan is proposed by the MDO due to prevailing mine conditions and for reasons of increased operational flexibility, such changes must be first approved by HPGCL and thereafter the MDO shall be responsible for getting the modified Mining Plan/ Mine Closure Plan approved from the Ministry of Coal, Government of India and other Statutory Authorities as required, without any cost implication to HPGCL. Further, the MDO shall be responsible for getting all other Approvals/clearances necessitated by change of approved Mining Plan during the operation stage, from the Statutory Authorities, if required without any cost implication to HPGCL.

HPGCL as Owner of the mine, may revise the Mining Plan(s) at its own cost and discretion whenever required. MDO shall follow the stipulations, conditions, modifications as per the revised Mining Plan(s) either the revision was carried out by MDO or HPGCL.

Annex-IV

(Schedule-D)

ElectricityDistributionSubstation

PleasereferAnnex-IofSchedule-B'DescriptionofMines'fordetails.

SCHEDULE-E

(See Clause 4.1.3)

APPLICABLE PERMITS

PART I

Applicable Permits prior to issue of CP Satisfaction Certificate

The Mine Developer and Operator shall obtain, as required under Applicable Laws, the following Applicable Permits on or before the issue of CP Satisfaction Certificate, save and except to the extent of a waiver granted by HPGCL in accordance with Clause 4.1.3 of the Agreement:

- (a) Obtaining/ procure the issuance of notification under Sec 4(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957, for exploration, in relation to the Site and/or Applicable permits for Prospecting / Composite license under applicable ;
- (b) Obtaining Clearances / Permissions for exploration drilling in Forest land / Non- forest Land in the block area;
- (c) All other clearances and permits required to be obtained for opening the Mine as per the Time Schedule of Project Milestone of Schedule-G;

PART II

Applicable Permits during Contract Period

The Mine Developer and Operator shall obtain, as required under Applicable Laws, the following Applicable Permits prior to commencement of the relevant activity:

- (a) Forest Clearance (Stage-I & II), Environmental Clearance, notifications under CBA (A&D) Act, 1957 (except obtaining the issuance of Notification under Sec 4(1)), Consent to Establish, Consent to Operate etc;
- (b) Clearance of the Pollution Control Board of the State Government for installation of diesel generator sets and any other installations of MDO in the mines if required;
- (c) Permission of the State Government for cutting of trees;
- (d) Obtaining license for storage and use of Diesel from Ministry of Petroleum / PESO;
- (e) Applicable Permits for and in respect of employment of labor at the Mines;
- (f) Explosive, Magazine license etc;
- (g) Procure all Applicable Permits relating to mining operations, environmental protection and conservation of the Site other than the Applicable Permits required to be procured by the HPGCL under sub-clause (a) of clause 4.1.2;
- (h) All permits, clearances required for completion of the milestones as per Schedule-G;

SCHEDULE-F

(See Clause 9.1 and Clause 45.2.3)

Annexure-I PERFORMANCE SECURITY/GUARANTEE

Note:-

1. This guarantee has to be furnished by a Scheduled Commercial / Nationalized Bank authorised by RBI.
2. The Bank Guarantee should be furnished on Stamp paper of value as per the State Stamp Act.
3. The stamp papers should be purchased in the name of Bank executing the guarantee.
4. The Bank Guarantee should contain the name, designation and code number of the Officer(s) signing the guarantee.
5. The address, telephone number, e-mail id and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
6. You are requested to issue confirmation under the "Structured Financial Messaging System". The details of beneficiary for issue of BG / Amendments under SFMS platform is furnished below.

Name of Beneficiary & its details		Beneficiary Bank, Branch & Address	IFSC code
Name	Unit/Area/Division		
Harayana Power Generation Corporation Limited (HPGCL)	-	HPGCL's Account No. : 00000055116605328 Branch Address: SCO 103-106, SEC-17 B, CHANDIGARH	SBIN0009926

Bank Guarantee No.....

Date:

To

M/s.HPGCL,

WHEREAS:

- (A)the "Mine Developer and Operator") and [name of the company] represented by*** and having its principal offices at***** ("HPGCL") have entered into an Agreement dated (the "Agreement") whereby HPGCL has agreed to the Mine Developer and Operator undertaking the development of Mines, and for mining of Coal & minerals other than coal and Delivery thereof, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Mine Developer and Operator to furnish a Performance Security to HPGCL of a sum of [Rs.*****cr.(Rupees *****crores)] (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period and up to 90 (ninety) Days after the Contract Period (the "Guarantee Period").
- (C) We,through our branch at..... (the "Bank") have agreed to furnish this Bank Guarantee ("Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to HPGCL upon occurrence of any failure or default in due and faithful performance of all or any of the Mine Developer and Operator's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Mine Developer & Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as HPGCL shall claim, without HPGCL being required to prove or to show grounds or reasons for its demand and/or for the sums specified therein.
2. A letter from HPGCL, under the hand of an officer not below the rank of a Superintending Engineer or equivalent, that the Mine Developer and Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that HPGCL shall be the sole judge as to whether the Mine Developer and Operator is in default in due and faithful performance of its obligations under the Agreement and its decision that the Mine Developer and Operator is in default shall be final, and binding on the Bank, notwithstanding any difference between HPGCL and the Mine Developer and Operator, or any Dispute between them pending before any court, tribunal, arbitrator or any other Authority or body, or by the discharge of the Mine Developer and Operator for any reason whatsoever.
3. In order to give effect to this Guarantee, HPGCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Mine Developer and Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for HPGCL to proceed against the Mine Developer and Operator before presenting to the Bank its demand under this Guarantee.
5. HPGCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of

the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Mine Developer and Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by HPGCL against the Mine Developer and Operator, and either to enforce or for bear from enforcing any of the terms and conditions contained in the Agreement and/or these securities available to HPGCL, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by HPGCL of the liberty with reference to the matters aforesaid or by reason of time being given to the Mine Developer and Operator or any other forbearance, indulgence, act or omission on the part of HPGCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by HPGCL in respect of, or relating to, the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Mine Developer and Operator under the Agreement.
7. Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by HPGCL on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of HPGCL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of HPGCL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise here under may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment there of forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of HPGCL that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by HPGCL pursuant to the provisions of the Agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement.

Signed and sealed this..... day of..... 202... at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of

theBANKby:

(Signature)

(Name)

(Designation)(

CodeNumber)

(Address)

Annexure-II

(Schedule-F)

**PROFORMA OF BANK GUARANTEE FOR DAMAGES FOR SHORTFALL IN OVERBURDEN
REMOVAL (Overburden Guarantee)**

Note:

- i) This Guarantee has to be furnished by a Nationalized Bank/ Scheduled Bank authorized by RBI.
- ii) The Bank Guarantee should be furnished on Stamp Paper of value of not less than Rs. 100/-.
- iii) The Stamp papers should be purchased in the name of Bank executing the Guarantee.
- iv) In case of Foreign Bidder, the Bank Guarantee may be furnished by a Foreign Bank authorized by Reserve Bank of India.

Bank Guarantee submitted in physical and SFMS mode, as well. Any Bank Guarantee submitted in Physical Mode, which cannot be verifiable through (SFMS) will be rejected summarily.

Date:.....

Bank Guarantee No.....

To

M/s HPGCL

Dear Sir,

1. Pursuant to the Contract Nos..... Dated, hereinafter referred to as "The Coal Mining Agreement" with M/s..... hereinafter referred to as "The MDO" which expressions shall unless repugnant to the context or meaning thereof, includes its successors, administrators, representatives and assignees have concluded with M/s HPGCL hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees vide Contract No.:..... and the subsequent amendments thereto the MDO has undertaken to execute the work of..... for a total Contract Value of Rs..... (Rupees..... only).
2. Whereas as per Cl. 28.2 of Coal Mining Agreement, the MDO should have completed the work of Removal of Overburden by. Mm³ and as per the Cl. 28.4 of the Coal Mining Agreement, the Purchaser is entitled to levy Damages for the Overburden shortfall.
3. Whereas the MDO failed to remove Overburden as stipulated in the Contract for which, the MDO has to pay a sum of Rupees only towards Damages for the Overburden shortfall in accordance with Cl. 28.4 of the Coal Mining Agreement.
4. We (Bank) (Address) having our Head Office at hereinafter referred to as "The Bank" which expressions shall include its successors, administrators, representatives and assignees do hereby irrevocably undertake that in the event of the Purchaser deciding not to waive the Damages for the Overburden shortfall to be

recovered from the MDO and thereby deciding to finally confirm the levy and recover the shortfall amount of Damages provisionally released, to pay the amount of Rs.....(Rupees

..... only) due and payable under this guarantee to the Purchaser without any demur, merely on demand from the Purchaser. Any such demand made by the Purchaser on the Bank shall be conclusive and binding, absolute and unequivocal as regards the amount due and payable by the Bank under this Guarantee, notwithstanding any difference between the Purchaser and the MDO or any Dispute or Disputes raised/pending before any court, tribunal, arbitrator or any other Authority.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the MDO(s).
6. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time of performance by the MDO. The Bank shall not be released from its liabilities under these presents by any exercise of the Purchaser of the liberty with reference to the matter aforesaid.
7. We, the Bank also agree that the Purchaser shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor in the first instance notwithstanding any other security or guarantee that it may have in relation to the MDO's liabilities.
8. In any case our liability under this guarantee shall not exceed Rs..... Rupees... only). This guarantee will be valid upto..... and shall be extended for such period as may be desired by M/s..... on whose behalf this guarantee has been given.
9. The Bank further agrees that the decision of the Purchaser as to the failure on the part of the MDO to fulfil the contractual obligations stipulated in the said Contract and/or to the amount payable by the Bank to the Purchaser shall be final, conclusive and binding.
10. This guarantee is revocable only with the written consent of the Purchaser.
11. This guarantee deed must be returned to us upon the expiration of the guarantee or after fulfilment of the obligations specified in the guarantee.
12. Notwithstanding anything contained herein:
 - (a) our liability under this guarantee shall not exceed (in words)
 - (b) This Bank Guarantee shall be valid upto and
 - (c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before.....

Signed this day of..... ..

Signature :

Name :

Designation :

Staff Code No :

Bank Seal

Date :

Witness:

1. Signature :
Fullnameinblockletters :
Occupation :
Address :

2. Signature :
Fullnameinblockletters :
Occupation :
Address :

**Annex-III
(Schedule-F)**

CHECKLISTFORBANKGUARANTEE

AgreementNo.:.....

1.	NameoftheMDO
2.	BankGuaranteeNo.&Date	
3.	IssuingBank	
4.	BankReference Name,Address,Tel.&Fax.No.andEmailID.	
5.	WhetheraffixedBank'sseal.	
6.	AmountofBG	
7.	Natureof BG&No.ofPages	
8.	ValidityofBG	
9.	StampPaperAmount	
10.	DateofPurchaseofStampPaper(itshouldbeonor beforethedateofexecution)	
11.	StamppaperpurchasedintheName&Addressof	
12.	Manager'sName&No.	
13.	Whethersignedbytwowitness	
14.	Whetheroverwriting/cuttinglf	
15.	WhethertheBGhasbeenissuedbyaNationalised /scheduledcommercialBankinIndia	
16.	IftheBankGuaranteeisissuedbyaForeignBank, whetheritisintheapprovedlistofRBI.	

Sl. No.	DetailsofChecks	Yes/ No.
a)	IstheBGonnon-judicialstamppaperofappropriatevalue,asperStampAct?	

b)	Whether date, purpose of purchase of stamp paper and name of the Bank are indicated on the stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased in the name of the executing Bank.	
c)	Also the Stamp Papers should not be older than six months from the date of execution of BG).	
d)	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	
e)	Is each page of BG duly signed / initialled by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including one	
f)	Witness under seal of Bank as required in the prescribed proforma?	
g)	Does the Bank Guarantee compare verbatim with the format as prescribed in the Tender Documents?	
h)	Are the factual details such as Tender Documents No. / Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	
i)	Whether overwriting/ cutting, if any on the BG have been properly authenticated under signature & seal of executants?	

Sl. No.	Detail of Checks	Yes/ No.
j)	Whether the BG has been issued by a Bank in line with the provisions of Tender Document?	

Date:

MDO's Signature.....

Place:

PrintedName

(Designation).....

(Sealofthefirm).....

IMPORTANTNOTE:

MDOshouldfillupthisformandenclosealongwiththeBankGuarantee

SCHEDULE-G
PROJECT COMPLETION SCHEDULE

1. Project Completion Schedule

The Mine Developer and Operator shall comply with the requirements set forth in this Schedule-

G for each of the Project Milestones and the Scheduled Completion Date (the "Project Completion Schedule").

Within 15 (fifteen) days of the date of completion of each Project Milestone, the Mine Developer and Operator shall notify HPGCL of such compliance along with necessary particulars thereof.

2. Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the last day of the 8th (eighth) month from the LOA Date (the "Project Milestone-I").

2.2 Prior to the occurrence of Project Milestone-I, the Mine Developer and Operator shall have commenced and completed

- i. Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating block boundary, for all type of Forest land in the coal block area, verification as per statute for pillaring and preparation of land schedules and forest maps for obtaining Forest Clearance and topographic Survey including contouring.

3. Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the last day of the 18th (Eighteenth) month from the LOA Date (the "Project Milestone-II").

3.2 Prior to the occurrence of Project Milestone-II, the Mine Developer and Operator shall have commenced and completed

- i. Geotechnical investigation & Slope Stability Study and submission of reports thereof.

4. Project Milestone-IIA

4.1 Project Milestone-IIA shall occur on the date falling on the last day of the 18th (Eighteenth) month from the LOA Date (the "Project Milestone-IIA").

4.2 Prior to the occurrence of Project Milestone-IIA, the Mine Developer and Operator shall have commenced and completed

- i. Hydro geological Investigation and pumping test for obtaining aquifer parameters & make of water of the mine and Preparation & submission of reports thereof.

5. Project Milestone-III

5.1 Project Milestone-III shall occur on the date falling on the last day of the 22nd (Twenty Second) month from the LOA Date (the "Project Milestone-III").

5.2 Prior to the occurrence of Project Milestone-III, the Mine Developer and Operator shall have commenced and completed

- i. Detailed Exploration & Drilling 15,000m (estimated), Geophysical logging & analysis

etc., as per modified Indian Standard Procedure (ISP), 2017/ latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/ any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area and obtaining Approval of Geological report from MoC.

6. Project Milestone-IV

6.1 Project Milestone-IV shall occur on the date falling on the last day of the 24th (Twentyfourth) month from the LOA Date (the "Project Milestone-IV").

6.2 Prior to the occurrence of Project Milestone-IV, the Mine Developer and Operator shall have

- i. Obtained notification under sec 7(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957 in favor of HPGCL.

7. Project Milestone-V

7.1 Project Milestone-V shall occur on the date falling on the last day of the 24th (Twentyfourth) month from the LOA Date (the "Project Milestone-V").

7.2 Prior to the occurrence of Project Milestone-V, the Mine Developer and Operator shall have completed

- i. Preparation of Mining plan(s) including Mine closure plan(s) (including Minor minerals) and submission to MoC/ CCO/ Govt. Authority/ State Mines & Geology dept/ IBM as the case may be.

8. Project Milestone-VI

8.1 Project Milestone-VI shall occur on the date falling on the last day of the 24th (Twentyfourth) month from the LOA Date (the "Project Milestone-VI").

8.2 Prior to the occurrence of Project Milestone-VI, the Mine Developer and Operator shall have completed

- i. Submission of Environment Clearance application [for grant of Terms of Reference (TOR)] to MoEF & CC.

9. Project Milestone-VII

9.1 Project Milestone-VII shall occur on the date falling on the last day of the 25th (Twentyfifth) month from the LOA Date (the "Project Milestone-VII").

9.2 Prior to the occurrence of Project Milestone-VII, the Mine Developer and Operator shall have commenced and completed

- i. Submission of Forest Clearance Application.

10. Project Milestone-VIII

10.1 Project Milestone-VIII shall occur on the date falling on the last day of the 29th (Twenty ninth) month from the LOA Date (the "Project Milestone-VIII").

10.2 Prior to the occurrence of Project Milestone-VIII, the Mine Developer and Operator shall have commenced and completed

- i. Obtaining Approval of Mining plan(s) including Mine closure plan(s) (including Minor minerals) from MoC/ CCO/ Govt. Authority/ State Mines & Geology dept/ IBM as the case may be.

11. Project Milestone-IX

11.1 Project Milestone-IX shall occur on the date falling on the last day of the 31st (Thirtyfirst)monthfromtheLOA Date(the"ProjectMilestone-IX").

11.2 Prior to the occurrence of Project Milestone-IX, the Mine Developer and Operator shall have commenced and completed

- i. Socio- Economic Impact Assessment (SIA) study, Land use pattern study, EIA-EMP study and preparations of reports thereof.

12. Project Milestone-X

12.1 Project Milestone-X shall occur on the date falling on the last day of the 33rd (Thirtythird)monthfromtheLOA Date (the"ProjectMilestone-X").

12.2 Prior to the occurrence of Project Milestone-XI, the Mine Developer and Operator shall have completed

- i. Preparation & Submission of R&R Plan to HPGCL and Govt. of Jharkhand.

13. Project Milestone-XI

13.1 Project Milestone-XI shall occur on the date falling on the last day of the 36th (Thirtysixth)monthfromtheLOA Date (the"ProjectMilestone-XI").

13.2 Prior to the occurrence of Project Milestone-XI, the Mine Developer and Operator shall have

- i. Obtained the Stage-I Forest clearance.

14. Project Milestone-XII

14.1 Project Milestone-XII shall occur on the date falling on the last day of the 39th (Thirtyninth)monthfromthe LOA Date (the"ProjectMilestone-XII").

14.2 Prior to the occurrence of Project Milestone-XII, the Mine Developer and Operator shall have

- i. Obtained the Stage-II (Final) Forest clearance.

15. Project Milestone-XIII

15.1 Project Milestone-XIII shall occur on the date falling on the last day of the 33rd (Thirty third)monthfromtheLOA Date (the"ProjectMilestone-XIII").

15.2 Prior to the occurrence of Project Milestone-XIII, the Mine Developer and Operator shall have obtained

- i. Obtained Final Environment Clearance (coal & mineral other than coal) for the project

16. Project Milestone-XIV

16.1 Project Milestone-XIV shall occur on the date falling on the last day of the 43rd (Fortythird)monthfromtheLOA Date (the"ProjectMilestone-XIV").

16.2 Prior to the occurrence of Project Milestone-XIV, the Mine Developer and Operator shall have

- i. Obtained Notification under sec 9(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957 in favour of HPGCL (Deemed Grant of Mining Lease).

17. Project Milestone-XV

17.1 Project Milestone-
XV shall occur on the date falling on the last day of the 43rd (Forty third) month from the LOA Date (the "Project Milestone-XV").

17.2 Prior to the occurrence of Project Milestone-XV, the Mine Developer and Operator shall have

- i. Obtained Approval of R&R Plan from Govt. of Jharkhand.

18. Project Milestone-XVI

18.1 Project Milestone-
XVI shall occur on the date falling on the last day of the 44th (Forty fourth) month from the LOA Date (the "Project Milestone-XVI").

18.2 Prior to the occurrence of Project Milestone-
XVI, the Mine Developer and Operator shall have obtained

- i. Notification under sec 11(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957 in favour of HPGCL

19. Project Milestone-XVII

19.1 Project Milestone-XVII shall occur on the date falling on the last day of the 46th (Forty sixth) month from the LOA Date (the "Project Milestone-XVII").

19.2 Prior to the occurrence of Project Milestone-XVII, the Mine Developer and Operator shall have obtained

- i. Physical possession of land for construction of R&R Colony and associated infrastructure, approach road, coal transportation roads, permanent Railway Siding near the block/Temporary Railway Siding/Harinsingh Railway Siding, HPGCL's Residential Complex & Colony.

20. Project Milestone-XVIII

20.1 Project Milestone-XVIII shall occur on the date falling on the last day of the 47th (Forty seventh) month from the LOA Date (the "Project Milestone-XVIII").

20.2 Prior to the occurrence of Project Milestone-XVIII, the Mine Developer and Operator shall have completed

- i. Obtaining Consent to Establish.

21. Project Milestone-XIX

21.1 Project Milestone-XIX shall occur on the date falling on the last day of the 48th (Forty eighth) month from the LOA Date (the "Project Milestone-XIX").

21.2 Prior to the occurrence of Project Milestone-
XIX, the Mine Developer and Operator shall have completed

- i. Obtaining Consent to Operate.

22. Project Milestone-XX

22.1 Project Milestone-XX shall occur on the date falling on the last day of the 50th (Fifty th) month from the LOA Date (the "Project Milestone-XX").

22.2 Prior to the occurrence of Project Milestone-XX, the Mine Developer and Operator shall have obtained

- i. Physical possession of land (including land other than the land to be

acquired under CBA (A&D) Act, 1957) to reach rated capacity of the mine (for mining, external dump, mine infrastructure, statutory infrastructure).

- ii. License/ exemption under CL(R&A) Act, 1970 for HPGCL and for the MDO as applicable.

23. Project Milestone-XXI

23.1 Project Milestone-XXI shall occur on the date falling on the last day of the 51th (Fiftyone) month from the LOA Date (the "Project Milestone-XXI").

23.2 Prior to the occurrence of Project Milestone-XXI, the Mine Developer and Operator shall have completed

- i. The submission of application for mine opening permission on behalf of HPGCL.

24. Project Milestone-XXII

24.1 Project Milestone-XXII shall occur on the date falling on the last day of the 52nd (Fiftysecond) month from the LOA Date or 60 days prior to commencement of OB production as per OB Production Schedules specified in Approved Mining Plan, whichever is earlier (the "Project Milestone-XXII").

24.2 Prior to the occurrence of Project Milestone-XXII the Mine Developer and Operator shall have

- i. Obtained all Applicable Permits required for opening the Mine, Obtained Grant of Mine opening permission.

25. Project Milestone-XXIII

25.1 Project Milestone-XXVI shall occur 45 days prior to commencement of OB production as per OB Production Schedules specified in Approved Mining Plan (the "Project Milestone-XXIII").

25.2 Prior to the occurrence of Project Milestone-XXVI the Mine Developer and Operator shall have

- i. Completed construction of statutory mine infrastructure like First aid station, canteen, restroom etc
- ii. Mobilization of required number of mining Equipment for commencement of mining as per Specifications and Standards of Approved Mining Plan (AMP)

26. Project Milestone-XXIV

26.1 Project Milestone-XXVII shall occur 45 days prior to commencement of OB production as per OB Production Schedules specified in Approved Mining Plan (the "Project Milestone-XXIV").

26.2 Prior to the occurrence of Project Milestone-XXIV the Mine Developer and Operator shall have

- i. Completed construction of Project Facilities specified in Annexure-I of Schedule-C, mine infrastructure including Fixed Infrastructure required for commencing the mining operation.

27. Project Milestone-XXV

- 27.1 Project Milestone-XXV shall occur 30 days prior to the OB Production Schedules specified in Approved Mining Plan (the "Project Milestone-XXV").
- 27.2 Prior to the occurrence of Project Milestone-XXV, the Mine Developer and Operator shall have
- i. Commenced OB removal from the Kalyanpur Badalpara Coal Block.
- 28. Project Milestone-XXVI**
- 28.1 Project Milestone-XXVI shall occur 45 days prior to commencement of coal production as per Coal Production Schedules specified in Approved Mining Plan (the "Project Milestone-XXVI").
- 28.2 Prior to the occurrence of Project Milestone-XXVI, the Mine Developer and Operator shall have
- i. Completed construction & commissioning of Coal Depot/Stockyard along with weighbridges for dispatch of coal
- 29. Project Milestone-XXVII**
- 29.1 Project Milestone-XXVII shall occur 30 days prior to the Coal Production Schedules specified in Approved Mining Plan (the "Project Milestone-XXVII").
- 29.2 Prior to the occurrence of Project Milestone-XXVII, the Mine Developer and Operator shall have
- i. Commenced Coal production from the Kalyanpur Badalpara Coal Block.
- 30. Project Milestone-XXVIII**
- Project Milestone-XXVIII: Commercial Operation Date shall occur as per the provisions laid down in Sub-clause (i) of Article 19.4 ("Scheduled COD") (the "Project Milestone-XXVIII").
- 31. Project Milestone-XXIX**
- Project Milestone-XXIX: **Scheduled Completion Date** shall occur as per the provisions laid down in Sub-clause (ii) of Article 19.4 ("Scheduled Completion Date") (the "Project Milestone-XXIX").
32. In the event that the Mine Developer and Operator fail to achieve any Project Milestone within a period as set forth above for such Project Milestones, unless such failure has occurred due to Force Majeure or for reasons solely attributable to HPGCL, the Mine Developer and Operator shall pay Damages to HPGCL in a sum calculated at the rate of 0.50% (zero point five per cent) of the amount of Performance Security for delay of each week or part thereof until such Project Milestone is achieved subject to a maximum of 30% (Thirty percentage) of the amount of Performance Security. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of HPGCL under this Agreement, including the right of Termination thereof.
33. HPGCL shall initiate steps for getting extension from MoC for the timelines specified in Efficiency parameters in Schedule-IV A of Allotment Agreement. If MoC grants extension of time, the MDO shall be responsible & liable for achieving the Efficiency parameters in Schedule-IVA of Allotment Agreement for development of Kalyanpur Badalpara coal block and also for the guaranteed coal production. After such grant

of extension by MoC, failure to adhere to the Efficiency parameters/ guaranteed production ad/or if any penalty is imposed and/ or Bank Guarantee submitted by HPGCL is en-cashed/ appropriated by Govt, it shall be to the MDO's account provided it is attributed to default on account of MDO. Further all responsibilities for adhering to the terms and conditions specified by the MoC, Govt or State Authorities for allotment of the Kalyanpur Badalpara Coal Block shall be that of the MDO only to the extent the same falls under the Scope of services of MDO as specified in this Agreement. For avoidance of doubt, it is clarified that the provisions of this clause will only be applicable when the MoC grants the extension of timelines of Efficiency Parameters.

In case of default on part of HPGCL under the provisions of Allotment Agreement due to reasons attributable to MDO/ its Contractors, which *inter alia* attracts any Penalty on HPGCL and/ or appropriation of Performance Security furnished by HPGCL to Govt. of India and/or Termination of the Allotment Agreement, the MDO shall be also liable for such Damages/ penal actions imposed on HPGCL on back to back basis. The provisions regarding Termination as defined in Allotment Agreement, if so invoked by Govt. of India, shall also be applicable to this Agreement.

34. Extension of period

Upon request in writing by the MDO, HPGCL may, in its discretion grant Extension of Time for achieving/fulfilment of any of the Project Milestones that may be reasonably required for achieving/fulfilling such Project Milestones.

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

35. MDO shall prepare Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) Network Charts and submit the same to HPGCL and Independent Engineer (IE) (as the case may be) within 180 days from the date of LOA. MDO shall incorporate the correction(s), if any, required by HPGCL or IE within 15 days of receipt of the same. Subsequently, the MDO shall submit the updated CPM/PERT Chart with physical progress, financial expenditure incurred, resources deployed or any other details as required by HPGCL or IE on 1st of each calendar month until Schedule Completion Date. This shall form the part of the Monthly Progress Report to be submitted to HPGCL and IE.

SCHEDULE-H

(See Clause 19.3)

DRAWINGS

In compliance of the obligations set forth in Clause 19.3 of the Agreement, the Mine Developer and Operator shall furnish to the Independent Engineer or HPGCL, free of cost, all Drawings listed in Annex-I of this Schedule-H and any other Drawings required by Independent Engineer or HPGCL.

1. Additional Drawings

If the Independent Engineer/ HPGCL determine that for discharging its duties and functions under this Agreement, it requires any Drawings other than those listed in Annex-I, it may by notice require the Mine Developer and Operator to prepare and furnish such Drawings forthwith. Upon receiving a requisition to this effect, the Mine Developer and Operator shall promptly prepare and furnish such Drawings to Independent Engineer and HPGCL, as if such Drawings formed part of Annex-I of this Schedule-H.

2. The MDO shall furnish all the Drawings in editable soft copies like Auto CAD to Independent Engineer & HPGCL. The MDO shall furnish Minex models whenever required by HPGCL or Independent Engineer.

Annex-
I(Schedule-
H)ListofDrawin
gs

A. ListofDrawingsfortheMineswhichisnotexhaustive:

1. Locationplan oftheMines
2. Topographical&Surfaceplanoftheprojectarea
3. Geographicalplan
4. Floor contourplansofallCoalSeams
5. CoalSeamfoliopans
6. Iso-gradeplansshowingiso-
linesforspecificgravity,UsefulHeatValue,GrossCalorific
Value,ashpercentageandgradeofCoal
7. Surfaceplan
8. Ultimatepitconfigurationplan
9. Leaseholdplan
10. Initialmining cut
11. Stageplanattheintervals offive yearsof miningoperations
12. Finalstagedumpplan
13. MinecrosssectionsatrepresentativealignmentssthroughouttheMines
14. Powersupplyarrangement&powerdistribution(electricalreticulation)Drawings
15. Generallayoutofproposed workshop,storesetc.
16. PlansinapprovedMiningPlan(s)
17. DrawingsrequiredforProjectFacilities asinschedule-Candinrastructure
18. FortnightlyMineMovementDrawings,Halfyearly&YearlymineschedulingDrawings
19. Drawingsfordiversion ofpublicroads,Nalasetc.
20. DrawingsforfulfilmentofScopeofworksmentionedinthisAgreement.
21. Any other Drawings required for verification of design and engineering includingfieldconstructioncriteriashallbefurnishedbytheMDO.
22. Any other Drawing required for submission to Statutory Authorities like CoalControllerOrganization,DGMS,ProgressiveMineClosureandFinalMineClosureobligationsforfulfillingtheobligationsunderschedule-T.

SCHEDULE-I

(See Clause 22.1.2)

TESTS

1. Schedule for Tests which is not exhaustive:

- 1.1 The Mine Developer and Operator shall, no later than 60 (sixty) days prior to the likely completion of the Construction Works and installation of Equipment at the Mines/ Project Facilities, notify the Independent Engineer and HPGCL of its intent to subject the Mines/ Project Facilities to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Independent Engineer and HPGCL particulars of all works and Equipment forming part of the Mines and Project.
- 1.2 The Mine Developer and Operator shall notify the Independent Engineer of its readiness to subject the Mines/ Project Facilities to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt thereof, the Independent Engineer shall, in consultation with the Mine Developer and Operator, determine the date and time for each Test and notify the same to HPGCL who may designate its Representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 22 and this Schedule-I.

2. Tests

In pursuance of the provisions of Clause 22.1.2 of this Agreement, the Independent Engineer shall require the Mine Developer and Operator to carry out, or cause to be carried out, Tests on the Mines and Project Facilities as specified in Schedule-I.

3. Mines

Tests for Equipment:

Independent Engineers shall conduct or cause to be conducted Tests, in accordance with Standard Industry Practice, for determining the compliance of Equipment with the Specification and Standards and Safety Requirements.

4. Common Tests

4.1 Visual and physical Test

The Independent Engineer shall conduct a visual and physical check of the Mines, Project Facilities etc., to determine that all works and Equipment forming part thereof conform to the provisions of this Agreement.

4.2 Safety review

Safety audit of the Mines shall have been undertaken as set forth in Article-25, and on the basis of such audit, the Independent Engineer shall determine conformity of the Mines with the provisions of this Agreement. Safety review of Project Facilities shall be undertaken by Independent Engineer as per Standard Industry Practice.

4.3 Environmental audit

The Independent Engineer shall carry out a check to determine conformity of the Mines, Project Facilities etc., with the environmental requirements set forth in this Agreement, Applicable Laws and Applicable Permits.

5. Agency for conducting Tests

All Tests set forth in this Schedule-I shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with HPGCL.

6. Tests for Safety Certification

Tests for determining the conformity of the Mines with the Safety Requirements shall be conducted in accordance with Standard Industry Practice and in conformity with Applicable Laws.

7. Completion Certificate

Upon successful completion of Tests, the Independent Engineers shall issue the Completion Certificate in accordance with the provisions of Article 22.

8. Cost of Tests

The costs of conducting Tests including Re-Tests if any shall be borne by the Mine Developer and Operator.

9. Tests during construction

Without prejudice to the provisions of this Schedule-I, Tests during construction shall also be conducted in accordance with the provisions of Clause 21.3.1.

SCHEDULE-J

(See Clause 22.4)

COMPLETION CERTIFICATE

1. I/We....., (Name of the Independent Engineer), acting as Independent Engineer under and in accordance with the Agreement dated..... (the "Agreement"), for development and Operation of the Mines/ Project with a Contracted Capacity of 3MTPA through (Name of Mine Developer and Operator), hereby certify that the Tests specified in Article 22 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Mines/ Project with the provisions of the Agreement.
2. It is also certified that, in terms of the aforesaid Agreement, all works forming part of the Mines/ Project have been completed and Completion has been achieved.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Independent Engineer

(Signature)

(Name)

(Designation)

(Address)

SCHEDULE-K

(See Article 24)

MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

1.1 The Mine Developer and Operator shall, at all times, operate and maintain the Mines, Project Facilities and Equipment in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Mine Developer and Operator shall, at all times during the Contract Period, conform to the Maintenance Requirements set forth in this Schedule-K and Articles of this Agreement (the "Maintenance Requirements").

1.2 The Mine Developer and Operator shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-K and any failure in his behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, HPGCL shall be entitled to recover Damages as set forth in Clause 24.8 of the Agreement, without prejudice to the rights of HPGCL under the Agreement, including Termination thereof.

2. Repair/rectification of defects and deficiencies

The obligation of the Mine Developer and Operator in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies, arising out of any breakdown in Equipment and machinery, or, intimated in writing during inspection, by (i) the Independent Engineer; (ii) any Representative of HPGCL / Mine In-charge; or (iii) any other inspecting official belonging to any statutory or regulatory body, in accordance with Standard Industry Practice.

3. Rectification

No Equipment or installation shall run or operate unless the defects and deficiencies specified in Paragraph 2 of this Schedule-K are rectified and such rectification is certified by the Independent Engineer.

4. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Mines, Project Facilities and Equipment poses a hazard to safety or risk of damage to property, the Mine Developer and Operator shall promptly take all reasonable measures for eliminating or minimizing such danger.

5. Periodic inspection by the Mine Developer and Operator

The Mine Developer and Operator shall, through its engineer, undertake a periodic visual inspection of the Mines, Project Facilities and Equipment in accordance with the Maintenance Manual and maintain a record thereof in a register to be kept in such form and manner as the Independent Engineer may specify. Such record shall be kept in safe custody of the Mine Developer and Operator and shall be open to inspection by HPGCL and Independent Engineer at any time during office hours.

6. Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Mine Developer and Operator so that the Mines and Equipment conform to

the Maintenance Requirements on the Transfer Date.

7. Display of Maintenance Manual

The Mine Developer and Operator shall display a copy of the Maintenance Manual, specified in Clause 24.3, and an updated list of defects and deficiencies to be rectified, as specified in Paragraph 2 of Schedule K, at the workshop and other buildings/structures in the Mines as per Applicable Laws.

SCHEDULE-L

(See Clause 25.1.1)

SAFETY REQUIREMENTS

The Safety Requirements shall be as per Article-25, Standard Industry Practice, Applicable Laws, Rules, Regulations, Government orders, notification etc.

SCHEDULE-M

(See Clause 31.2.1)

COALSAMPLINGANDTESTING

At the Delivery Point, at least one sample of Coal shall be sampled and tested in each shift as per the requirements listed below to determine the conformity thereof with the Specifications and Standards.

Sampling:

- a. IS:436(Part-I), Section I for manual sampling; and
- b. IS:436(Part-I), Section II for mechanical sampling Analysis:
 - a. IS:1350 (Part-II) for determination of Calorific value by bomb calorimeter
 - b. IS:1350(Part-I) for Proximate analysis of Coal and coke

SCHEDULE-N

(See Article-34)

APPOINTMENT OF INDEPENDENT ENGINEER

1. Appointment of Independent Engineer

- 1.1 The provisions of the model request for proposal for selection of technical consultants, issued by the Ministry of Finance vide O.M. No. 24(23)/PF-II/2008 dated May 21, 2009, or any substitute thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Independent Engineer.
- 1.2 In the event of termination of the Independent Engineer appointed in accordance with the provisions of paragraph 1.1, HPGCL shall appoint another firm of technical consultants forthwith or may engage a Government owned entity in accordance with the provisions of paragraph 4 of this Schedule-N.
- 1.3 The Mine Developer and Operator may, in its discretion, nominate a Representative to participate in the process of selection to be undertaken by HPGCL under this Schedule-N.

2. Fee and expenses

- 2.1 Payments to the Independent Engineer on account of fee and expenses shall be borne equally by HPGCL and the MDO in accordance with the provisions of this Agreement.
- 2.2 The nature and quantum of duties and services to be performed by the Independent Engineer during the Contract Period shall be determined by HPGCL in conformity with the provisions of this Agreement.

3. Substitution of Independent Engineer

The appointment of Independent Engineer shall be made no later than 90 (ninety) days from the confirmation of Phase-II Activities of the project and shall be for a period of 3 (three) years. Every three years thereafter, HPGCL shall engage a new firm as Independent Engineer, in accordance with the criteria set forth in this Schedule-N.

4. Appointment of Government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule-N, HPGCL may in its discretion appoint a Government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary functions the provision of consulting, advisory and supervisory services for engineering projects; provided further that a Government-owned entity which is owned or controlled by the Government of Haryana shall not be eligible for appointment as Independent Engineer.

SCHEDULE-O

(See Article-34)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1. Scope

- 1.1 These terms of reference for the Independent Engineer (the "TOR") are being specified pursuant to the Agreement dated (the "Agreement/CMA"), which has been entered into between HPGCL and (the "Mine Developer and Operator") for the procurement of Coal & minerals other than coal which, *inter alia*, includes development of the mines, Project Facilities etc. at Kalyanpur Badalpara coalblock (the "Mines"), and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to Phase-II Activities of the Coal Mining Agreement for development, operation and maintenance of the Mines and covers the Scope of services envisaged in the Coal Mining Agreement. However, any Phase-I Activities which are carried out after the appointment of the Independent Engineer shall form part of the TOR.

2. Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the CMA shall have, unless repugnant to the context, the meaning respectively assigned to them in the CMA.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the CMA, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the CMA shall apply, *mutatis mutandis*, to this TOR.

3. Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
- i) review of the Drawings and Documents as set forth in Paragraph 4;
 - ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - iii) review, inspection and testing of Mines as set forth in Paragraph 5;
 - iv) conducting Tests on completion of construction and issuing Completion Certificate as set forth in Paragraph 5;
 - v) review, inspection and monitoring of O&M asset set forth in Paragraph 6;
 - vi) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - vii) determining, as required under the CMA, the costs of any works or services and/or their reasonableness;
 - viii) determining, as required under the CMA, the period or any extension thereof, for performing any duty or obligation;
 - ix) assisting the Parties in resolution of Disputes as set forth in Paragraph 9; and
 - x) undertaking all other duties and functions in accordance with the CMA.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Standard Industry Practice.

4. Development Period

4.1 The Independent Engineer shall review the Drawings, Documents and Safety Reports sent to it by the safety officer in accordance with Article-25 and furnish its comments thereon to HPGCL and the Mine Developer and Operator within 15 (fifteen) days of receiving such Drawings, Documents and Safety Report, as the case may be.

4.2 The Independent Engineer shall review the quality assurance procedures and the procurement, engineering, excavation and construction time schedule sent to it by the Mine Developer and Operator and furnish its comments within 15 (fifteen) days of receipt thereof.

4.3 Upon reference by HPGCL, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, excavation, operation and maintenance of the Mines or any other Project Agreements and furnish its comments within 7 (seven) days from receipt of such reference from HPGCL.

5. Construction Period

5.1 In respect of the Drawings, Documents and safety report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply *mutatis mutandis*.

5.2 The Independent Engineers shall review the monthly progress report along with CPM/PERT network chart (as stated in Cl. 38 of Schedule-G of this Agreement) furnished by the Mine Developer and Operator and send its comments thereon to HPGCL and the Mine Developer and Operator within 7 (seven) days of receipt of such report.

5.3 The Independent Engineers shall inspect the Construction Works and Equipment once every quarter, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, the materials used and their sources, and conformity of Construction Works and Equipment with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineers shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Mines or in the Equipment. The Independent Engineers shall send a copy of its Inspection Report to HPGCL and the Mine Developer and Operator within 7 (seven) days of the inspection.

5.4 The Independent Engineer may inspect the Mines more than once in a quarter if any lapses, defects or deficiencies require such inspections.

5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer may require the MDO to carry out, or cause to be carried out, Tests on a sample basis, to be specified by the Independent Engineer in accordance with Standard Industry Practice for quality assurance.

5.6 The sample size of the Tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 5% (five per cent) of the quantity or number of Tests prescribed for each category or type of Tests in accordance with Standard Industry Practice; provided that the Independent Engineer may, for reasons to be

recorded in writing, increase the aforesaid sample size by up to 10% (ten percent) for certain categories or types of Tests.

- 5.7 The timing of Tests referred to in Paragraph 5.5, and the criteria for acceptance/rejection of their results shall be determined by the Independent Engineer in accordance with Standard Industry Practice. The Tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the Tests that may be carried out by the MDO for its own quality assurance in accordance with Standard Industry Practice.
- 5.8 In the event that the MDO carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the MDO to carry out, or cause to be carried out, Tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such Tests.
- 5.9 In the event that the Mine Developer and Operator fails to achieve any of the Project Milestones, the Independent Engineers shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineers shall determine that Completion of the Mines is not feasible within the time specified in the Agreement, it shall require the Mine Developer and Operator to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which Completion shall be achieved. Upon receipt of a report from the Mine Operator, the Independent Engineer shall review the same and send its comments to HPGCL and the MDO forthwith.
- 5.10 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate. For carrying out its functions under this Paragraph 5.10 and all matters incidental thereto, the Independent Engineers shall act under and in accordance with the provisions of Article 22 and Schedule-I.

6. Operation Period

- 6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.
- 6.2 The Independent Engineers shall review the annual Maintenance Programme furnished by the Mine Operator and send its comments thereon to the Authority and the Mine Operator within 15 (fifteen) days of receipt of the Maintenance Programme.
- 6.3 The Independent Engineer shall review the monthly status report furnished by the Mine Developer and Operator and send its comments thereon to HPGCL and the Mine Developer and Operator within 7 (seven) days of receipt of such report.
- 6.4 The Independent Engineers shall inspect the Mines, once every quarter, and make out an Inspection Report ("**O&M Inspection Report**") setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, Maintenance Requirements, Maintenance Manual, fulfillment of statutory obligations, Maintenance Manual and Safety Requirements and any other matters referred to it by HPGCL. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or

deficiencies observed by it in O&M of the Mines. The Independent Engineer shall send a copy of its O&M Inspection Report to HPGCL and the Mine Developer and Operator within 7 (seven) days of the inspection.

- 6.5 The Independent Engineer may inspect the Mines more than once in a quarter, if any lapses, defects or deficiencies require such inspections.
- 6.6 The Independent Engineers shall in its O&M Inspection Reports specify the Tests, if any, that the Mine Operator shall carry out, or cause to be carried out, for the purpose of determining that the Mines are in conformity with the Maintenance Requirements. It shall monitor and review the results of such Tests and the remedial measures, if any, taken by the Mine Operator in this behalf.
- 6.7 The Independent Engineers shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the MDO to HPGCL for such delay.
- 6.8 The Independent Engineer shall examine the request of the MDO for closure of any section of the Mines for undertaking maintenance/ repair thereof, keeping in view the need to minimize disruption in production and the time required for completing such maintenance/repair in accordance with Standard Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Mine Developer and Operator. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such section, and in case of delay, determine the Damages payable by the MDO under Clause 24.8.
- 6.9 The Independent Engineer shall inspect the geometry of the Mines once in a quarter, and make out a report setting forth an overview of the status and safety of geometry of the Mines and its conformity with the provisions of this Agreement, approved Mining Plan(s), DGMS requirements. In a separate section of the report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it. The Independent Engineer shall send a copy of its report to HPGCL and the Mine Developer and Operator within 7 (seven) days of the inspection.

7. Termination

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a Representative of the Mine Developer and Operator, inspect the Mines for determining compliance by the Mine Developer and Operator with the Divestment Requirements set forth in Clause 44.1 and, if required, cause Tests to be carried out at the MDO's cost for determining such compliance. If the Independent Engineer determines that the status of the Mines is such that its repair and rectification would require a larger amount than the sum set forth in Clause 45.2, it shall recommend withholding of the required amount by HPGCL and the period of withholding thereof.
- 7.2 The Independent Engineer shall inspect the Mines once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Mine Developer and Operator under Article 45, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to HPGCL and the

e Mine Developer and Operator.

8. Determination of costs and time

8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineers shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9. Assistance in Dispute resolution

9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Standard Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Standard Industry Practice and authentic literature.

10. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the CMA.

11. Miscellaneous

11.1 The Independent Engineer shall notify its Programme of inspection to HPGCL and to the Mine Developer and Operator, who may, in their discretion, deputize their respective Representatives to be present during the inspection.

11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Mine Developer and Operator pursuant to this TOR, and a copy of all the Test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to HPGCL forthwith.

11.3 The Independent Engineer shall obtain, and the Mine Developer and Operator shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Mine Developer and Operator to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to HPGCL along with its comments thereon.

11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of Tests and other relevant records, and hand them over to HPGCL or such other person as HPGCL may specify, and obtain written receipt thereof. Two copies of the said Document shall also be furnished in micro film form or in such other medium as may be acceptable to HPGCL.

11.6 Wherever no period has been specified for delivery of services by the Independent Engineer, it shall act with the efficiency and urgency necessary for discharging its functions in accordance with Standard Industry Practice.

SCHEDULE-P

(See Clause 39.2.1)

PANEL OF CHARTERED ACCOUNTANTS

1. Panel of Chartered Accountants

Pursuant to the provisions of Clause 39.2.1 of the CMA, HPGCL and the Mine Developer and Operator shall prepare a mutually agreed panel of 5 (five) reputable firms of chartered accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel of Chartered Accountants and the procedure to be adopted in this behalf shall be as set forth in this Schedule-P.

2. Invitation for panelment

2.1 HPGCL shall invite offers from all reputed firms of chartered accountants who fulfill the following eligibility criteria, namely:

- a) the firm should have conducted statutory audit of the annual accounts of at least twenty-five companies registered under the Companies Act, 1956, including any re-enactment or amendment thereof;
- b) the firm should have at least 5 (five) practicing chartered accountants on its rolls, each with a minimum experience of 10 (ten) years in the profession;
- c) the firm or any of its partners should not have been disqualified or black listed by the Comptroller and Auditor General of India or HPGCL; and
- d) The firm should have a registered office in India.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing chartered accountants on its rolls. In particular, each firm shall be required to furnish year wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000/- (Rupees Twenty Five crores only) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3. Evaluation and selection

3.1 The information furnished by each firm shall be scrutinized and evaluated by HPGCL and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. For the avoidance of doubt and by way of illustration, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points.

3.2 HPGCL shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4. Consultation with the Mine Developer and Operator

HPGCL shall convey the aforesaid panel of firms to the Mine Developer and Operator for scrutiny and comments, if any. The Mine Developer and Operator shall be entitled to scrutinize the relevant records of HPGCL to ascertain whether the selection of firms has been undertaken in accordance with the prescribed

procedure and it shall send its comments, if any, to HPGCL within 15 (fifteen) days of receiving the aforesaid panel.

5. Mutually agreed panel

- 5.1 HPGCL shall, after considering all relevant factors including the comments, if any, of the Mine Developer and Operator, finalize and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- 5.2 After completion of every five years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between HPGCL and the Mine Developer and Operator, a new panel shall be prepared in accordance with the provisions of this Schedule-P.

SCHEDULE-Q

(See Clause 44.4)

VESTING CERTIFICATE

1. [*** and having its offices at ***] (“HPGCL”) refers to the Agreement dated..... (the "Agreement") entered into between HPGCL and(the "Mine Developer and Operator") for the procurement of coal & minerals other than coal which, inter alia, includes development of the mines, Project Facilities etc., at Kalyanpur Badalpara coal block (the "Mines").
2. HPGCL hereby compliance and fulfillment by the Mine Developer and Operator of the Divestment Requirements set forth in Clause 44.1 of the Agreement on the basis that upon issue of this Vesting Certificate, HPGCL shall be deemed to have acquired, and all title and interest of the Mine Developer and Operator in or about the Mines shall be deemed to have vested unto HPGCL, free from any Encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained herein above, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Mine Developer and Operator to rectify and remedy any defect or deficiency in any of the Divestment Requirements and for relieving the Mine Developer and Operator in any manner of the same.

Signed this..... day of....., 20..... at .

AGREED, ACCEPTED AND SIGNED

For and
on behalf of Mine Developer and Operator by:

(Signature) (Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

In the presence of:
For and on behalf
of HPGCL by:

(Signature)
(Name) (Designation)
(Address)

**SCHEDULE-
RSUBSTITUTIONAGREEMEN
T**

Not used.

SCHEDULE-S
DETAILSOFEXISTINGEMPLOYEES

NotApplicable

SCHEDULE-T

(See Article 2)

DETAILED SCOPE OF WORK OF THE MINE DEVELOPER AND OPERATOR

Introduction: The Scope elaborated under this schedule is only an indicative Scope of activities expected to be performed by MDO for reliable and efficient Mine development and Operation. The Scope under this schedule is in addition to the Scope of MDO mentioned in Articles and schedules of this Agreement. Any other activity which is necessary for discharging obligations of MDO under this Agreement and to fulfil statutory requirements is deemed to be included in the Scope of MDO unless specifically excluded in this Agreement.

1. CIVIL SURVEY

1.1 The MDO shall undertake DGPS survey and Site survey for Kalyanpur Badalpara coal block boundary demarcation as per the approved CMPDIL plan, DGPS survey of boundaries of forest land patches / non forest land patches of coal block, DGPS survey for Identification and demarcation of compensatory afforestation (CA) land and Site survey & surface topographical contour survey of coal block and pillaring. In case, additional area is acquired for infrastructure facilities / any change in block boundary, the Scope of services mentioned in this schedule shall be applicable to additional area also.

1.2 The work shall be completed by own or by engaging qualified surveyor. The survey agency engaged for DGPS Survey shall be recognized / empaneled by Government of Jharkhand to carry out the DGPS Survey. The MDO shall obtain Approval from HPGCL before awarding the work for DGPS Survey, Site Survey & Contouring work and submit the make and model of DGPS with necessary calibration intact.

1.3 DGPS Survey

1.3.1 The Scope of DGPS Survey is furnished below: -

- Physical survey of block boundary as per CMPDIL approved coal block plan.
- Geo-referencing of cadastral map as per revenue records with schedule and get it approved from CMPDIL. The cadastral sheets involved in the project area / approach road and coal transportation road / corridor are to be geo-referenced through survey by taking minimum six points, being well identified and well distributed in the cadastral space (preferably tri-junction, bi-junction and well known features etc.) for each cadastral sheet.
- Carrying out the Differential Global Positioning System (DGPS) for fixing block boundary & GSI's borehole locations and erecting concrete pillars for boundary points at Kalyanpur Badalpara Coal Block, carrying out DGPS for the forest land / non forest land in the coal block, Identification and demarcation of Compensatory Afforestation (CA) land and erection of boundary pillars for the forest boundary and CA land. Preparation of shape file, hard and soft copy to be kept as an attachment with application for forest clearance and with application for mining lease / obtaining notifications under CBA (A&D) Act, 1957
 - a. Carrying out Differential Global Positioning System (DGPS) survey as per standard practice

- b. Fixing and measurement of co-ordinates of boundary points and earlier drilled borehole location as per Govt. norms.
- c. Establishment of concrete pillars of all boundary points fixed
- d. Submission of detailed DGPS survey report and get it approved from State Govt.
- **Block Boundary Pillars:**

The MDO shall at his own expense, erect, maintain and keep in repair all boundary pillars as per the Gazette Notification No. GSR 710 (E) of Ministry of Mines, GO dated 08.10.2014/any latest notification or unless specified throughout the Life of Mine according to the Act and rules made there under with respect to the manner of construction and upkeep of boundary pillars:

 - i. each corner of the lease area shall have a boundary pillar (corner pillar);
 - ii. there shall be erected intermediate boundary pillars between the corner pillars in such a way that each pillar is visible from the adjacent pillar located on either side of it ;
 - iii. the distance between two adjacent pillars shall not be more than fifty meters;
 - iv. the pillars shall be of square pyramid frustum shaped above the surface and cuboid shaped below the surface;
 - v. each pillar shall be of reinforced cement concrete;
 - vi. the corner pillars shall have a base of 0.45m X 0.45m and height of 1.50m of which 0.70m shall be above ground level and 0.80m below the ground;
 - vii. the intermediate pillars shall have a base of 0.25m X 0.25m and height of 1.50m of which 0.70m shall be above ground level and 0.80m below the ground;
 - viii. all the pillars shall be painted in yellow colour and the top ten centimeters in red colour by enamel paint and shall be grouted with cement concrete;
 - ix. on all corner pillars, distance and bearing to the forward and backward pillars and latitude and longitude shall be marked;
 - x. each pillar shall have serial number in a clockwise direction and the numbers shall be engraved on the pillars;
 - xi. the number of pillars shall be the number of the individual pillar upon the total number of pillars in the lease;
 - xii. the tip of all the corner boundary pillars shall be a square of 15 centimeter on which a permanent circle of 10 centimeter diameter shall be drawn by paint or engraved and the actual boundary point shall be intersection of two diameters drawn at 90 degrees;
 - xiii. the lease boundary/ block boundary survey shall be accurate within such limits of error as the Controller General, Indian Bureau of Mines may specify in this behalf;
 - xiv. in case of forest area within the lease, the size and construction and colour of the boundary pillars shall be as per the norms specified by the Forest Department in this behalf.
- All the boundaries of Reserved Forest/ Permanent Reserve Forest / Protected Forest / Demarcated Protected Forest / Jungle Jhari

patches proposed for diversion coming within project area or corridor are to be demarcated through DGPS survey.

- The boundary of compensatory afforestation patches are to be demarcated through DGPS survey and cadastral sheets involved in the project proposal also to be geo-referenced. MDO shall also establish concrete pillars of all boundaries of compensatory afforestation patches as per the norms specified by the Forest Department. The MDO is responsible for identification and assist HPGCL in acquisition and transfer of compensatory afforestation land.

1.4 Methodology and Terms & Conditions:

- 1.4.1 All surveys shall be in reference to World Geodetic System (WGS) datum and Universal Transfer Mercator (UTM) projects. Slope/Grid distance and Azimuth between the stations as well as coordinates in WGS-84 system data sheets need to be produced. Principal control point (PCP) or Base point shall be established by observation with reference to Survey of India GTS benchmark point in Static mode of observation. The DGPS observation on PCP shall be undertaken at 05 seconds epoch interval continuously for minimum 6 hours or as desired by HPGCL officials. Point of observation should be open to sky. The sky should be clear up to 15° Cut - off angle. There should not be any tower, power transmission line, etc. present nearby to affect the observation reading. Threshold values of PDOP (Positional Dilution of Precision) / HDOP (Horizontal Dilution of Precision) for each observation should not exceed 05. If more than one base point is required for the project, above mentioned methodology should be followed. All the observations should be carried out through Multi frequency standard DGPS Instrument. After establishment of Principal control point (PCP), temporary Bench Marks shall be established at suitable intervals on available permanent structures/concrete pillars within the survey boundary area and be taken into reference.

The MDO is responsible for collecting co-ordinates of GTS Bench mark from Survey of India.

- 1.4.2 DGPS survey shall ensure high accuracy in the positioning of control station within + or - 20 mm in northings and eastings and + or - 50 mm in elevation.
- 1.4.3 A professional qualified surveyor should be appointed to take responsibility of survey control and setting out works and establishing and maintenance of control stations following an approved work methodology.
- 1.4.4 Surveyor shall maintain a field book. All relevant observations shall be noted and field sketches prepared in the field book only. This field book shall form the part of report submission.
- 1.4.5 Photo images of survey locations with instruments, survey diagram of the block, UTM coordinates of all the points along with the coordinate conversion into DMS and coal grid coordinate shall also be form of report submission.

1.4.6 Time Schedule:

Time schedule for the entire work including submission of draft & final report shall be as per Schedule-G.

1.4.7 DELIVERABLES

- a. The agency engaged for DGPS Survey shall submit reports (Three sets of draft and five sets of final survey reports approved by State Govt.) along with editable soft copy format in CD to HPGCL.
- b. Shapefile and AutoCAD file of the CMPDIL certified geo-referenced cadastral map as per revenue records with schedule and hard copies for submission

of application for Forest Stage-I clearance, other Documents required for Environment clearance and application for Mining Lease (if required).

1.5 SITESURVEY&CONTOURINGWORK

1.5.1 The MDO shall undertake Site survey of the project area including proposed dump area and any additional land acquired by MDO.

1.5.2 The Scope of the Site survey work is furnished below.

1. Surface plan covering all the topographical features like houses and other construction, permanent structures, roads, railways, power lines, telephoned lines, Reservoirs, natural nullahs, drains, water courses, access road, NH, SH etc. are to be surveyed based at Grid intervals of 10m x 10m or other Grid intervals as desired by HPGCL & Plotting the levels at all grid points and plotting of contour mapping at 1.0m interval levels or other interval levels as desired by HPGCL in separate drawings, with boundary coordinates. Contour generation should be done with computer. The above shall be clearly marked in the survey plans.
2. Temporary Bench Marks shall be established at suitable intervals on available permanent structures within the survey boundary area and be taken into reference.
3. Ten (10) Triangulation pillars should be established in the lease hold at the locations specified by the HPGCL officials.
4. The pillars should be numbered and embedded with coordinates and level.
5. The MDO/its Contractor shall prepare longitudinal and cross-sectional details for all natural nullahs, drains, water courses at 10m intervals drawn to a suitable scale.
6. Marking and surveying of alternate stretch of road, route for diversion of Nullah and approach road to mine and coal transportation road including alignments of these roads & diversion road for the existing roads shall be carried out. These shall be carried out longitudinally at 10.00 m intervals along the centre of the road with cross-sectional points at 5.00 m on either side of the centre of the road and Plot the levels with grid points for the entire length of the road. The Scope shall include establishing bench mark pillars at 500 m intervals on centre of the road.
7. The MDO has to carry out the surveying and levelling in addition to the survey described above as and when required in order to facilitate Engineering Pre-Project activities.
8. All the existing topographical features falling within the survey area like canals, streams, roads, railways, culverts, buildings, structures, sheds, power lines, telephone lines, prominent trees, hillocks, rock outcrops, pipelines, dug wells, ditches/low lying areas etc., shall be clearly marked in the survey Drawings.
9. Key Plan of the area showing nearby Mines, Quarries, nearest railway station, bus stand, church/ temple, substation, bridges and main approach road from railway station/bus stand shall be furnished. Any important landmarks surrounding the area shall also be indicated.

1.5.3 Time Schedule:

Time schedule for the entire work including submission of draft & final report shall be as per Schedule-G.

1.5.4 Deliverables:

1. Three sets of Draft Report with Drawings after completion of survey shall be sent as soft copy for incorporating the comments of HPGCL before submission of final report.
2. Five sets of final Drawings along with Final report shall be submitted for the levels and surface contour mappings at 1.0m interval in A0/A1 size. The Drawings of scale 1:500 are preferred. The survey Drawings in one plate covering the entire surveyed area at suitable scales shall be furnished.
3. Soft copies of the survey Drawings in AutoCAD editable format & report along with the data shall be furnished.
4. All surveying co-ordinates shall be based on UTM (Universal Transverse Mercator - Zone 45N).
5. In order to facilitate Engineering Pre-Project activities viz., Site Grading, Leveling, Nalla diversion, diversion of NH/SH, road formation, approach road to mine/ coal transportation road/ coal transportation corridor from project boundary to Railway Siding(s) etc., Total Station Survey data taken for this Project shall be submitted to HPGCL in Excel format (one soft & one hard copy) furnishing Station No, UTM Co-ordinates, RLs(m), Northing(m) and Easting(m).

1.5.5 General Conditions:

- 1 The work shall be executed through qualified persons and through survey instrument of Total Station with Angular accuracy: 1" Linear accuracy: 2mm + 2ppm XD / type 1.5s or better.
- 2 All works shall conform to the standards of greatest accuracy.
- 3 The triangulation pillars shall be in concrete of size 0.45m x 0.45m x 1.5 m (below ground 1.0 m). The pillar shall also be marked with all relevant details such as latitude, longitude, MSL etc.
- 4 In the areas where cast in situ pillars could not be carried out due to site conditions, precast RCC pillars of same size as specified shall be provided.
- 5 The concrete pillars shall be in mix 1:2:4 (One Cement: Two Sand: Four BG Metal)
- 6 For Pre-cast RCC pillars reinforcement main bars Y-8 4-nos. at corners with ties Y-8 @ 150mm c/c shall be provided.
- 7 The MDO/Survey agency will make its own arrangement for availability of land, clear entry, exit and transit to and from place of work, connected with the Survey work.
- 8 Hindrance register for every activity should be maintained.
- 9 Daily progress report and live location of survey team should be shared with HPGCL officials.

1.5.6 Payment for Civil Survey, DGPS Survey, Site Survey & Contouring shall be made as per Clause 36.1 of this CMA.

2. DETAILED EXPLORATION & DRILLING

2.1 Ministry of Coal issued notification to HPGCL for coal bearing land in Kalyanpur Badalpara coal block under Section-3 & Section-4 of CBA (A&D) Act, 1957. Please refer Schedule-U for details.

2.1.1 The MDO shall execute Detailed Exploration through core drilling to cover 400m grid pattern and few boreholes for fault delineation for proving the geological reserve, structure etc. The Mine Operator shall undertake the detailed exploration in accordance with modified Indian Standard Procedure (ISP), 2017/ latest procedure issued by the Government regarding exploration, resource estimation etc. The work shall be completed by accredited exploration agency recognized by QCI/NABET/MoC as per the provisions of the prevailing Mineral Concession Rules, 1960 (as amended from time to time) for which the Exploration agency should have requisite capabilities and shall strictly maintain the ISP 2017 or latest norms. The MDO shall furnish the credentials of the exploration agency and obtain Approval from HPGCL before awarding the work.

2.2 The following Exploration activities shall be completed.

2.2.1 Core Drilling, Detailed exploration, Geological Mapping and Topographical Survey

- i. Preparation of 'Exploration Plan/Scheme' and obtain its Approval from HPGCL and vetting from CMPDI/any other agency approved/permitted by MoC. The payment for obtaining such vetting shall be borne by MDO.
- ii. Drilling of **15,000** (estimated) of vertical Diamond core drilling in Standard Core Sizes (HQ/NQ/BQ) or equivalent sizes to cover at 400m grid interval. Exploratory drilling shall be taken at 1600 m Grid pattern on regional scale followed by 800m and 400m grid pattern. Boreholes for fault delineation, delineation of non-coal development area shall be drilled at the locations as per the instructions of HPGCL.
- iii. Detailed drill core logging for obtaining Lithological characteristics, structural features, physico-mechanical properties, Rock Quality Designation (RQD).
- iv. Sampling, Packing and transportation of coal cores and representative physico-mechanical test samples to laboratories for analysis.
- v. Sealing/plugging of boreholes.
- vi. Detailed Geological mapping on 1:4000/5000 scale including out crops of different lithological units/Coal Seams, structural detail etc.
- vii. Special topographical survey for Kalyanpur Badalpara coal block had been carried out by Survey of India on R.F 1:10,000. These toposheets shall be used for preparation of geological plan on R.F 1:4000/5000 including survey of surface features, boreholes and determination of Reduced Level (RL) of current boreholes and GSI boreholes and contouring at 1.00 meter interval

2.2.2 Geophysical Logging

Geophysical logging of all the boreholes for the entire depth with the following probes.

- a. Self/Spontaneous Potential (SP)
- b. Single Point Resistance (SPR)
- c. Natural Gamma
- d. Gamma-Gamma (Density)
- e. Caliper
- f. Neutron-Neutron

2.2.3 Coal Analysis: Carrying out preparation of samples and following laboratory Tests in a reputed accredited/ISO certified laboratory.

- I. Band By Band Samples (As Received Basis): 5400
 - a. Seam Overall: 1700
 - b. Gross Calorific Value: 1700 samples
- II. Other Tests (10% of boreholes):
 - a. Specific Gravity (as received basis): 170 samples
 - b. Total & Distribution of Sulphur: 170 samples
 - c. Ultimate Analysis: 170 samples
 - d. Ash Analysis: 3 boreholes
 - e. Ash Fusion Temperature Range: 170 samples
 - f. Hard Groove Index (HGI): 170 samples
 - g. Petrographic analysis: 1 borehole

2.2.4 Physico-Mechanical Tests

Sampling and packaging of non-coal core samples from 3 representative boreholes (about 50 samples), transportation and carrying out the following Physico-mechanical Tests in a reputed accredited/ISO certified laboratory/Educational institution and incorporation of the test report in the GR.

- a. RQD
- b. Density
- c. Porosity
- d. Compressive Strength
- e. Tensile Strength
- f. Cohesion
- g. Angle of internal friction
- h. Young's modulus of elasticity
- i. Point load test
- j. Slake durability test.

2.2.5 Geological Modeling:

Geological Block modeling/ Grid modeling with Minex Software including all

available Geological and Geophysical data of the block and submission of soft copy of the Geological Modeling report of the block.

2.2.6 Preparation and submission of Geological Report

Preparation and submission of Interim Geological Note (IGN) - 2 copies along with one soft electronic copy in editable format, Draft Geological Report (DGR) - 2 copies along with one soft electronic copy in editable format and Final Geological Report (FGR) - 10 copies along with one soft electronic copy in editable format of text, annexure and plates.

2.2.7 Conditions for Detailed Drilling & GR preparation:

- a) The MDO/its Exploration agency shall provide its own machinery, Equipment, Geologists, Drilling Engineer and other personnel and take up the physical execution of the work and complete the same.
- b) The MDO/its Exploration agency shall make its own arrangement for accommodation/ Site office, Site preparation, providing water supply for drilling, power, lighting etc. at drill site.
- c) The MDO/its Exploration agency will make its own arrangement for availability of land, clear entry, exit and transit to and from place of work, connected with the exploration work.
- d) On behalf of HPGCL, if required, the exploration related activities like verification of exploration scheme, vetting of geological Report etc. shall be done by CMPDI or MoC approved Agency. The entire scheme of exploration, drilling operation and core sample collection, inspection during such operation, the choice of laboratory for analysis shall be strictly followed as per the directives of agency like CMPDI/ MoC approved Agency. Charges of CMPDI/MoC approved Agency for rendering such services shall be borne by the MDO.
- e) The MDO/its Exploration agency shall undertake Geological mapping on 1:4000/5000 scale, Carry out Survey and Preparation of topographical plan on 1:4000/5000 scale with contouring at 1 meter interval, Fixation of Reduced Level (RL) and coordinates of all current boreholes and incorporation of old boreholes as per coordinates available. Spot levels shall be taken at 50m interval and also at closer interval wherever abrupt change in ground level is observed. All surface features contours, including control station, boundary/Pillars, forest area, river boundary etc shall be shown in topographical maps using conventional symbols adopted in Survey of India maps. All survey shall be in reference to WGS datum and UTM projection. The UTM coordinates of all survey points along with coordinate conversion into DMS and coal grid coordinates shall also be given. The available coordinates of boundary/pillars of the block and the old GSI boreholes (to be provided by HPGCL) shall also be incorporated in the map.
- f) Block boundary demarcation shall be done before commencement of drilling as per the boundary already certified by CMPDI.
- g) MDO shall mark the borehole location through survey on ground in grid pattern with wooden peg. It will be cross checked and approved by HPGCL.
- h) The MDO/Exploration agency shall make all efforts to obtain core recovery of more than 90% in coal and more than 80% in other formations subject to formation condition. In case core recovery is less than 90% in coal horizon and less than

80% in Overburden horizon, the reason for the same shall be mutually decided and in case the same is agreed to be due to lapses on part of the MDO/Exploration agency, MDO shall undertake drilling at no additional expenses to HPGCL. In case the drilling rod is jammed, MDO shall take up non-core drilling at the nearby location shown by HPGCL upto the already drilled depth and then start core drilling to complete the borehole at no additional cost.

- i) The MDO/its Exploration agency shall log all the boreholes drilled and incorporate the geophysical interpretation and hydro-geological data in exploration report. Copies of geophysical logs shall be supplied to HPGCL in both hard copy and a digital copy in CD.
- j) Representatives of HPGCL will inspect the drilling sites as and when required and MDO/Exploration agency shall keep all the records of drilling, survey, geological and geophysical works including core samples generated and dispatched to laboratory from each borehole.
- k) The Coal core samples shall be properly packed in moisture proof polythene packs and transported to laboratory for analysis. The Mine Operator shall be responsible for providing strong core boxes and preserving samples therein duly wrapped in polythene. If required HPGCL will carry out check analysis from any authorized laboratory for selected samples for cross checking the analysis carried out by MDO/its Exploration Agency, for which necessary duplicate samples should be given to HPGCL, as and when required.
- l) HPGCL shall handover the earlier exploration data (hard copy or soft copy) to the MDO/its Exploration agency for processing and incorporation in the Geological Report.
- m) Before the commencement of work, the locations of all the boreholes as well as the entire area to be covered for the studies under Scope of work shall be deemed to have been approved by HPGCL and MDO/its Exploration agency shall carry out the work as per the priority indicated by HPGCL.
- n) After completion of drilling and Geophysical logging, boreholes should be properly sealed/plugged. MDO shall submit the photographs of these sealed boreholes along with the monthly report. Concrete block of 60cm x 60cm x 30cm to be used for sealing.

The Mine Operator shall be responsible for providing strong core boxes and preserving samples therein duly wrapped in polythene.

- o) The MDO/its Exploration agency shall submit two copies of Interim Geological Note (IGN) after completion of 50% of the awarded quantum of drilling. After completion of entire work, two copies of Draft Geological Report (DGR) shall be submitted to HPGCL for scrutiny. HPGCL shall scrutinize the DGR and furnish its comments/observations within 3 weeks of receipt of the DGR.

The MDO/its Exploration agency after incorporating the suggestions, addition/deletion indicated by HPGCL shall submit three copies of draft final report to HPGCL for further submission to MoC for Approval. MDO shall incorporate the modifications, additions deletions proposed by MoC and re-submit the report for Approval. Any additional drilling of boreholes required by MoC, testing of samples etc., required by MoC through external agencies like CMPDI for

finalApproval shall be carried out by MDO at his own cost and expense. The MDO/Exploration agency shall submit the approved Final Geological Report (FGR) in ten copies along with one soft electronic copy in editable format of text, annexure and plates.

- p) HPGCL shall arrange to check and certify the completed works periodically and the depth of each borehole will be decided mainly based on the geophysical logging depth.

2.2.8 Time Schedule:

Time schedule for the entire work including submission of draft & final report shall be as per Schedule-G.

2.3 DELIVERABLES:

- 2.3.1 The MDO shall submit Monthly Progress Report (MPR) in both hard & soft copy in respect of activity completed during each month which includes

- a. Drilling & Geophysical logging
- b. Sampling, Analysis and Survey etc.
- c. Concise litho-logs of completed boreholes with survey coordinates and RL.
- d. Photographs of these sealed/plugged boreholes.

- 2.3.2 Joint Measurement Certificate (JMC) for drilling and geophysical logging signed by Representative of HPGCL and MDO to be submitted for the completed boreholes for every month.

- 2.3.3 Submission of Interim Geological Note (IGN) - 2 copies along with one soft electronic copy in editable format, Draft Geological Report (DGR) - 2 copies along with one soft electronic copy in editable format, draft Final Geological Report - 3 copies and Approved Final Geological Report (FGR) - 10 copies along with one soft electronic copy in editable format of text, annexure & plates and soft copy of GEO Model in Minex Software.

- 2.3.4 The MDO shall maintain a hindrance register at Site and submit the copy of Hindrance register monthly basis to HPGCL.

- 2.4 Payment for Detailed Exploration & Drilling shall be made as per Clause 36.1 of this CMA.

2.5 Additional Scope for exploration:

In case, it is required to carry out drilling, exploration and various studies beyond 15,000m (estimated) as specified above, HPGCL shall pay to the MDO on pro-rata basis the expenses incurred for carrying out such additional works. It is clarified that, payment under this provision is explicitly for additional drilling. The charges for Scope of services from clause 2.1 to 2.3 above shall be included in 'Charges towards Phase-activities' and payments shall be made as per Clause 36.1 of this CMA.

3. HYDROGEOLOGICAL STUDY

- 3.1 The MDO shall carry out Hydro Geological Study including pumping test by establishing pump wells in the probable potential aquifer in the coal block as per the below detailed Scope. The work shall be completed by own or by engaging suitable agency for which the work executing firm should have experience in establishing

of pump wells and observation wells for minimum depth of 100mts and conducting pumping test to any of the Government Departments/ Organization any mining projects. The MDO shall obtain Approval from HPGCL before awarding the work.

3.2 The following Hydro-Geological activities shall be completed to incorporate in the EIA/EMP report and to derive suitable plan for dewatering in the mines.

3.2.1 Establishing Pump well and observation wells

Drilling of ONE pump well of casing (size: 10 inches dia.) maximum depth of casing 310m and drilling of observation wells of casing (size 4 inches dia) minimum of 3nos. in Kalyanpur Badalpara Coal Block. The above wells constructed with IS standard casing and screen pipes, graded pebbles for packing the well, cement/clay sealing, lowering the casing pipe and developing the wells through compressor etc., are responsibility of MDO.

Sr No	Type of well	Casing diameter (Inches)	No of well	Depth(m)
1	Pumping or Establishment well	10	1	310
2	Observation well	4	3	310

3.2.2 Conducting Pumping Test

Conducting pump test in 10 inches dia casing well with suitable submersible pumps constant/ varying discharge (100 to 300gpm) with head of around 100mts for 36 hours /each discharge and recovery test for 18/24 hours continuously. In case of any major breakdown in pumping test within 24 hours retest has to be carried out.

For the above works manpower for the test (for taking up water level in 3 shift basis on all the wells during pumping test and recovery test), hire charges for pump, diesel generator set, fuel for diesel generator, measuring water levels simultaneously continuously in pump well and all the observation wells using water level measurement tapes, site preparation, erection and extraction of pump etc has to be arranged by MDO. The MDO shall also erect 2 inch pipe with the pump to measure the self-drawdown of pump well.

3.2.3 Preparation of Hydro Geological Report

Collection, compiling regional meteorological & Hydrological data, delineation and description of various aquifer zones with the help of borehole lithological cross section and incorporating the data based on the pumping test aquifer parameter estimations like Transmissivity, Storativity, hydraulic conductivity, Leakage factor should be submitted in the form of Hydrological report. Besides, also prepare the quantity of water to be pumped for safe mining. During pumping test water samples should be collected on 12 hour basis and analysis should be done for anions, cations, TDS, conductivity, PH, Iron as Fe, Silica, CO2, Total alkalinity, Hardness. (Temporary, Permanent), F, NO3, Mn and should be incorporated in the report.

3.2.4 Terms & Conditions:

1. Recovery Rate Test (RRT) shall be carried out for 70% to 80% recovery of total drawdown.
2. Work shall be carried out by direct rotary/mud flush drilling rig.
3. Copies of draft Hydrogeological Report shall be submitted to HPGCL for scrutiny. After incorporating the comments of HPGCL, final

Hydrogeological report shall be submitted.

3.2.5 Time Schedule:

Time schedule for the entire work including submission of draft & final report shall be as per Schedule G.

3.2.6 Deliverables:

3.2.6.1 Monthly Progress Report (MPR) incorporating the details of the works done during each month, which includes

- a) Drilling
- b) Construction of Observation wells and Pump wells
- c) Pumping Test

3.2.6.2 Joint Measurement Certificate (JMC) for the above works signed by Representatives of MDO and HPGCL.

3.2.6.3 Submission of 3 (three) numbers of Draft and 10 (ten) numbers of Final Hydrogeological Report.

3.2.7 Payment for Hydrogeological Study works shall be made as per Clause 36.1 of this CMA.

4. GEOTECHNICAL INVESTIGATION:

The MDO shall carry out Geotechnical Investigation in the coal block. The work shall be completed by own or by engaging suitable agency for which the work executing firm should have experience in this field and should have carried out to any of the Government or any mining projects. The MDO shall obtain Approval from HPGCL before awarding the work.

4.1 Field Investigations: Drilling/Coring

Drilling of minimum 4 nos of boreholes (N_x size core) at different locations in Kalyanpur-Badalpara Coal Block. The depth of each borehole varies from 250 to 400 metres. The actual closing depth of each borehole will be decided by HPGCL during the execution of work. Coring shall be done for the entire depth of the boreholes. The tentative Quantum of Drilling/Coring work proposed for the block is given below.

S.No.	Name of the Coal Block	Min.No. of boreholes	Total Meterage (tentative)
1	Kalyanpur-Badalpara		

4.2 Sample Collection

Maximum of 15 undisturbed samples, covering all strata in each borehole shall be collected and packed properly in PVC pipes for sending to laboratory for undertaking the following geo-mechanical laboratory Tests as per IS standards.

Sl. No.	Description	No of Samples to be tested
1.	Natural Moisture content	60

2.	DegreeofSaturation	30
3.	Grainsizedistribution(Gravel,Sand,Silt&Clay)	30
4.	Atterberg Limits (Liquid Limit, Plastic Limit & ConsistencyIndex)	30
5.	VolumeWeight (Bulk&Dry Density)	40
6.	SwellingParameter	30
7.	Un-confinedcompressivestrength	40
8.	Cohesionandangleofinternalfrictionbasedon Triaxialtest (UnconsolidatedUndrainedTest-UUT)	25
9.	DirectSheartest	40
10.	Tensilestrength(Rockcoresonly)	15
11.	ModulusofElasticity	40
12.	CoefficientofPermeability(FallingorConstantHead LaboratoryPermeabilitytest)	20
13.	CuttingResistance	20
14.	RQD	30
15.	PointLoadTest	10
16.	SlakedurabilityTest	10
17.	StandardPenetrationTest(SPT)	Asrequired

Note: Actual number of Tests will vary depending upon the lithology of Overburdenmaterialencounteredintheboreholes

4.3 Reportpreparation:

Draft Report: 3 Nos of Draft Geotechnical study report incorporating all field andlaboratory investigation data and Physico-Mechanical Test data generated duringDetailedExplorationwithinterpretation,evaluation&discussionofsoil/rockparameters, analysis of slope stability and bearing strength of each litho unit withreference to Ground pressure of CME machineries shall be submitted. The ReportshallalsocontaindetailedSlopeStabilityparameterslikeBenchwidth,individualBench slope, overall all bench slopes, factor of safety etc., of Excavation benches,Internal dump and External Dump. The slope stability analysis shall be done by limitequilibrium numerical modeling with aid of latest slope stability software. The slopestability study shall be taken up with reputed institutions. The Draft report shall besubmitted to HPGCL in Three copies within Three weeks of completion of fieldwork for scrutiny by HPGCL. After scrutinizing the draft report, HPGCL willoffer its views/comments within two weeks time from the date of receipt of draftreportfromtheMDO.

FinalReport:FinalGeotechnicalstudyreportshallbesubmittedin10copiesincorporating theviews/suggestionsindicatedbyHPGCLinthedraftreportssubmitted by the MDO. The final report should be submitted within two weeks fromthe receipt of the corrected draft report from HPGCL.A soft copy of the finalreport in editable form including field & laboratory data, plans/maps, annexure etcshallbesubmitted inaCDalong withthefinalreport.

4.4 TimeSchedule:

Time schedule for the entire work including submission ofdraft & final report

shall be as per Schedule G.

4.5 Deliverables:

4.5.1 Monthly Progress Report (MPR) incorporating the details of the works done during each month, which includes

- a) Drilling/Coring
- b) Laboratory Tests

4.5.2 Joint Measurement Certificate (JMC) for the Drilling/Coring signed by Representatives of MDO and HPGCL.

4.5.3 Submission of 3 (three) copies of Draft and 10 (ten) copies of Final Geotechnical Investigation Report with soft copy.

4.6 Special Conditions:

- a) The location for drilling the boreholes at different places within the project area shall be shown by HPGCL.
- b) Drilling operations shall be continuous to avoid caving/silting etc.
- c) The MDO shall make his own arrangements for water, light and other infrastructure facilities during the execution of the work at Site.
- d) Suitable core barrel shall be used for coring in coal and other litho units.
- e) If the borehole is abandoned due to the negligence or maloperation etc. no payment will be considered.
- f) After completion of Drilling/Coring work, boreholes should be properly sealed/plugged to avoid falling of cattle & human beings.
- g) The MDO shall carry out the Drilling/Coring work as per priority indicated by HPGCL.
- h) The MDO shall take sufficient care to avoid caving, mud loss etc. Even after that, if the borehole had to be abandoned, the MDO has to re-drill at his own cost at the location indicated by HPGCL.
- i) The laboratory shall furnish the details of testing procedure/method viz. ASTM/IS/BIS standards for the Tests carried out.

4.7 Payment for Geotechnical Investigation works shall be made as per Clause 36.1 of this CMA.

5. Mining Plan including Mine Closure Plan

5.1 MDO shall prepare Mining Plan including Mine Closure Plan for the Kalyanpur Badalpara Coal Mine Block as per the Office Memorandum F.No. 34011/28/2019/CPAM dated 29th May, 2020 issued by MoC, GoI and amendments issued thereof in this regard. As per the above OM, the Mine Closure Plan and Final Mine Closure

Plan shall be integral part of Mining Plan. The Mining Plan shall be prepared by engaging Qualified Person (QP)/Accredited Mining Plan preparing Agency (MPPA) recognized by QCI/NABET/Ministry of Coal. The MDO shall furnish the credentials of the QP/MPPA and obtain Approval from HPGCL before awarding the work. The Scope of MDO includes obtaining Approval of Mining plan including Mine closure plan from MoC/ Mining Plan Approving Authority (MPAA)/Coal Controller Organization.

5.2 Scope of work for preparation of Mining Plan, Mine Closure Plan is furnished below.

5.2.1 Mining Plan:

The Mining plans shall be prepared for the allotted/ vested block boundary/ proposed mining lease boundary

- The Mining Plan shall be prepared as per the latest circular and guidelines from MoC/ the terms of MMDR Act and Mineral Concession Rules.
- The MDO shall submit draft Mining Plan to HPGCL for comments. A presentation on draft Mining Plan shall be made to HPGCL or any other Committee desired by HPGCL.
- After incorporating the comments observations/ suggestions of HPGCL in the draft Mining plan, the MDO shall submit draft Final Mining plan to HPGCL for submission to MoC/ Mining Plan Preparing Agency (MPAA).
- The observations on the Mining Plan raised by Administrative section of MoC, Internal Committee, CMPDI, Extended office of CCO shall be incorporated and resubmitted for Approval.
- The Qualified person (QP)/ MPPA engaged by MDO shall make presentation before the Internal Committee/ Committee constituted by MoC or CCO for Approval of Mining plan.
- MDO shall bear the application fee to be paid to MoC for Approval of Mining plan and also during the examination of Mining Plan by MoC/ Internal Committee, if it is felt that a review by expert or by specialized agency is required and the Mining plan is referred to such expert or specialized agency, the charges for the expert or specialized agency review shall be borne by MDO. If warranted, HPGCL may bear the application fee to be paid to MoC and MDO shall deposit that same amount with HPGCL well in advance to enable HPGCL to make payment of application fee for Approval of Mining plan.
- Obtaining the Approval of Mining Plan from MoC/ Approving Authority/ Coal Controller Organization.
- The MDO shall submit a report/ information consisting a) compliance status with respect to Approval conditions of Mining Plan, b) stage plan for next 5 years, c) revised balance life to HPGCL and any other information required for further submission to CCO and MoC. Such report shall be submitted at least 210 days before the expiry of 5 years from date of obtaining notification under sec 11(1) of CBA (A&D) Act or as and when required by HPGCL or MoC/ CCO. Such report/ information shall be certified by Qualified person/ Accredited Mining Plan Preparing Agency. No separate fees shall be paid by HPGCL for the activities mentioned in this clause.
- The above provisions shall apply mutatis mutandis for the preparation, obtaining Approval and implementation of Mining plan including Mine closure plan for mineral other than coal with requisite modifications wherever required.

5.2.2 Time Schedule:

Time schedule for the entire work including submission of draft & final report shall be as per Schedule-G.

5.3 DELIVERABLES

5.3.1 The MDO shall submit three (3) hard copies of draft Mining Plan including plans and Drawings and a soft copy (DVD) in editable format with all the plans and Drawings to HPGCL for comments. After incorporating the comments/ suggestions/ additions of HPGCL, the MDO shall submit soft copies of draft Final Mining Plan to HPGCL. On acceptance of draft final report by HPGCL, the MDO shall submit four (4) hard copies and soft copy to Approving Authority/ MoC.

Incorporating the observations of Internal Committee/ MoC/ CCO, the MDO shall submit four (4) hard copies including plans and Drawings and soft copy for the Approval of Mining Plan Approving Authority/ CCO/ MoC.

5.3.2 The MDO shall submit ten (10) hard copies and scanned copy of final Approved Mining Plan and soft forms (DVD) in editable format with all the plans and Drawings (to scale).

5.3.3 Any clearances, data for the preparation of Mining Plan shall be obtained by MDO from the concerned State/ Central Govt. Authorities and submitted to HPGCL.

5.3.4 All required Drawings shall be prepared as per the guidelines of MOC for preparation of Mining Plan.

5.3.5 The above provisions shall apply *mutatis mutandis* for the preparation and obtaining Approval of Mining plan including Mine closure plan with requisite modifications wherever required.

5.4 Payment for Mining Plan and Mine Closure Plan works shall be made as per Clause 36.1 of this CMA.

6. EIA-EMP, SIA & LAND USE STUDY AND OBTAINING CLEARANCES

6.1 EIA-EMP study and obtaining Environment clearance:

6.1.1 The MDO shall carry out EIA- EMP study of the project area. The MDO shall carry out the study by engaging a firm having valid accreditation from Quality Council of India (QCI) under National Accreditation Board for Education & Training (NABET).

6.1.2 The MDO shall make all arrangements and prepare reports required for application for Environment clearance in 'PARIVESH' portal or as required by statute.

6.1.3 The MDO shall obtain Terms of Reference (TOR) for the project from EAC and carry out various studies required for fulfillment of TOR. The MDO shall prepare draft EIA-EMP report based on TOR, latest guidelines and regulatory requirements/ EIA Notifications and as directed by HPGCL and submit the same to District Authorities, SPCB etc. The MDO shall carry out all the studies specified by MoEF & CC, SPCB, HPGCL etc., complete required for obtaining Environment clearance for the project.

6.1.4 The MDO shall ensure that the EIA-EMP report prepared by the appointed EIA Consultant/ agency is in full compliance with the ToR and the data included are factually correct.

6.1.5 The MDO shall conduct Public hearing/ Public consultation for the project in association with SPCB, District Authorities, MoEF & CC and HPGCL. HPGCL shall extend necessary support to the MDO in conducting public hearing.

6.1.6 Based on the outcomes of Public hearing, the MDO shall prepare final EIA-EMP report addressing the material environment concerns expressed during Public hearing / Public consultation, as required by other Statutory Authorities and as directed by HPGCL.

- 6.1.7 At all stages of obtaining Environment clearance, the MDO shall make presentationsto EACwheneverrequired.
- 6.1.8 Theconsultant/agencyshallappraisetheproposaltoEACforobtainingrecommendationf orgrantofEnvironmentclearance.TheMDOshallobtainrecommendations of EAC for grant of Environment clearance for the project andobtain Environmentclearance.
- 6.1.9 **Deliverables:**TheMDOshallprepareandsubmittoHPGCLthefollowing:
- 6.1.9.1 Three(3)copiesofthereportcontainingthecompletesetofbaselinedatagenerated / collected during the field measurement / survey including laboratoryanalysisreports.
- 6.1.9.2 Ten (10) set of hard copies and soft copies each of below to be submitted to variousstakeholders asperdirection ofStatePollutionControlBoard
- i. thedraftEIA-EMPreport
 - ii. DraftExecutiveSummaryofEIA/EMPreportinEnglishandinlocallanguage,
 - iii. DraftPowerpointpresentationmaterial
- 6.1.9.3 Ten (10) hard copies and one soft copy of the final Power point presentationmaterialincolourforPublic Consultation.
- 6.1.9.4 OnesoftcopyoffinalEIA-EMPreportandfilled-updraft
- i. Applicationform(Form-2)and
 - ii. ProformaforEnvironmentalAppraisalsofMiningProjects(Miningsectorproj ects),afterincorporatingHPGCL'scommentsandconcernsraisedduringPu blichearing/Public consultation.
- 6.1.9.5 The MDO shall submit Ten (10) hard copies of Final Executive Summary in Englishand Ten (10) hard copies in local language containing salient details of the finalEIA/EMPreportandten(10)hardcopiesof
- i. ApplicationForm(Form2) and
 - ii. ProformaforEnvironmentalAppraisalsofMiningProjects(Miningsectorproj ects).
- 6.1.9.6 The MDO shall be responsible for submission/uploading the final EIA-EMP reportafter incorporating the action plan for public hearing comments as approved bytheHPGCLalongwithApplication Formandproforma.
- 6.1.9.7 One soft copy of Power point presentation material containing salient features offinalEIA/EMPasperguidelinesissuedbyMoEF&CCincorporatingPublicConsultation /hearingremarksforpresentationtoStatutoryAuthorities'viz.,SPCB/ MoEF&CC.
- 6.1.9.8 Ten (10) hard copies of the final Power point presentation material in colour andonesoftcopyafterincorporatingHPGCL'scommentsforpresentationtoStatutoryA uthoritiesviz.,SPCB/MOEF&CCExpertAppraisalCommittee.
- 6.1.9.9 The MDO shall submit ten (10) hard copies of final EIA-EMP report along with oneditable softcopy(CD) as approvedby EAC.
- 6.1.9.10 The MDO shall submit all original Drawings, computer models etc., utilized forpreparationofEIA/EMPreport andasoftcopyofthesame.
- 6.1.9.11 Besides the above, the Report shall also include photographs covering existingenvironmentalstatus inthecoreandbufferzone.

Note: Any other activities/ studies/ investigations/ plans that are incidental for obtaining Environment clearance shall be under the Scope of MDO at its own cost & expenses.

6.2 Social Impact Assessment study, Social Impact Management report:

- 6.2.1 The MDO shall carry out SIA study of the project area/ coal block by engaging a suitable accredited agency approved by Government of Jharkhand. The MDO shall obtain Approval from HPGCL before engaging such agency.
- 6.2.2 The MDO/ agency shall consult Gram Sabha, Panchayat, Municipality or Municipal Corporation, as the case may be, at village level or ward level, in the affected area and carry out a Social Impact Assessment study in consultation with them, in such manner prescribed by State Government, HPGCL or any Govt. Authority.
- 6.2.3 The Social Impact Assessment study shall include but not limited to the following:
 - a. estimation of affected families and the number of families among them likely to be displaced;
 - b. extent of lands, public and private, houses, settlements and other common properties likely to be affected by the proposed acquisition;
 - c. study of social impacts of the project, and the nature and cost of addressing them and the impact of these costs on the overall costs of the project vis-a-vis the benefits of the project;
 - d. The impact that the project is likely to have on various components such as livelihood of affected families, public and community properties, assets and infrastructure particularly roads, public transport, drainage, sanitation, sources of drinking water, sources of water for cattle, community ponds, grazing land, plantations, public utilities such as post offices, fair price shops, food storage godowns, electricity supply, health care facilities, schools and educational or training facilities, anganwadis, children parks, places of worship, land for traditional tribal institutions and burial and cremation grounds.
- 6.2.4 The agency shall prepare a Social Impact Management Plan, listing the ameliorative measures required to be undertaken for addressing the impact of the project, and such measures as specified by State Govt. or Central Govt. Or MoEF & CC or HPGCL or any other Government Authorities.
- 6.2.5 The MDO shall (if required) conduct a public hearing for SIA study report under the guidance of the State Government and incorporate the views of project affected families.
- 6.2.6 The MDO shall carry out appraisal of the SIA study from the Expert group as per Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013/ Land Acquisition and R & R Act/ Policy of Government of Jharkhand and State.
- 6.2.7 The MDO shall obtain Approval of SIA study/ report from concerned Authorities, State Government and submit the same to HPGCL.
- 6.2.8 Any incidental works required for carrying out SIA study, preparation of SIA report, Social Impact Management plan shall be carried out by MDO as per the directives of HPGCL, Govt. Authorities, State Government, Central Government.
- 6.2.9 In the event that, the Government requires carrying out Social Impact

Assessment study and Social Impact Management plan through their empanelled agencies, the MDO shall bear the entire cost of such activity undertaken by State Government/empanelled agency.

6.2.10 Deliverables:

6.2.10.1 The MDO shall submit five (5) copies of draft SIA report each in hard and soft forms (CD).

6.2.10.2 The MDO shall submit ten (10) copies of final SIA report each in hard and soft forms (CD).

6.2.10.3 Besides the above, the Report shall also include photographs covered during the study.

6.3 LAND USE PATTERN STUDY

6.3.1 Image processing and interpretation of land use/land cover and hydrogeomorphology of mining lease and other infrastructure area covering on 1:10000 scale with field validation from the latest satellite imagery data.

6.3.2 **Deliverables:** Preparation and submission of six copies (soft & hard) of LAND USE PATTERN STUDY REPORTS along with map on 1:10,000 scale.

6.4 Time Schedule:

Time schedule for the entire work including submission of final report, Approvals, obtaining clearances etc., complete for the above Scope of services shall be as per Schedule-G.

6.5 Payment for EIA (including Land Use Pattern Study) and SIA works shall be made as per Clause 36.1 of this CMAs.

7. SCOPE OF WORK FOR CHP & RAILWAY SIDING

7.1 HPGCL will carry out all activities for construction of CHP, Silo and Railway Siding. The MDO shall prepare of land plans by transferring the proposed alignment of CHP & SILO on Cadastral Survey (CS) maps traced from village. CS plans to be obtained from civil Authorities by MDO.

7.2 The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of CHP, MRSS and Railway Siding as specified above shall be carried out by MDO as per the provisions of CMA. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways.

7.3 MDO shall facilitate in Acquisition of Land identified and obtaining physical possession of land for development of HPGCL's CHP, Rail Infrastructure (permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding) as per Detailed Project report: The MDO shall facilitate to acquire land as detailed in Article 18/ Schedule-T of this Agreement.

8. Pre-Developmental Clearances

8.1 Environment Clearance:

- Obtaining the Environment Clearance is under the Scope of MDO. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis.
- Any studies as required by MoEF&CC/ EAC shall be furnished/ carried out by the MDO and the agency appointed by MDO.

- The Scope of work includes the entire incidental activities required for obtaining the Environmental Clearance for the project and implementing the conditions of Environment clearance.

8.2 Forest clearance (Stage-I & Stage-II):

- Obtaining the Forest Clearance is under the Scope of MDO. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis. The MDO has to submit the form “A” application for Forestry Stage-I at PARIVESH portal with all relevant Documents and enclosures and follow up at different Levels of State/Central Government department on behalf of HPGCL for getting Forestry Stage land Final Stage-II Clearance, to be handed over to HPGCL.
- The following works are to be carried out/follow up for submission of Form “A” Application for obtaining Stage- I Forestry Clearance and in accordance with the provisions of this Agreement.
 - Obtaining Village cadastral map
 - Prepare and obtain Approval on Land schedule by statutory body. Land schedule to be prepared in consultation with the concerned Divisional Forest Office (DFO) and Circle Office (CO)
 - Conducting Gram Sabha Meetings
 - Obtaining Resolution of the Village Samithi
 - Submitting Approved Mining Plan
- Obtaining the following:
 - Legal status of Forest Land & Detailed status of Forest land
 - Enumeration of trees
 - Georeference Map in Shapefile. Both soft and hard copy form.
 - Breakup details of land with safety zone.
 - Details of lease grant description and EC details
 - NOC from Deputy Commissioner regarding FRA 2006.
 - Obtain Approval from the Ministry of Tribal Affairs (MoTA), if applicable
 - The Proposal & NOC for land from Deputy Commissioner
 - Undertaking for NPV and compensatory afforestation by the Project Proponent and Co-ordinate for identification of Compensatory Afforestation (CA) land with Forest Department and for preparation for the scheme for Compensatory Afforestation.
 - Obtain Stage I Forest Clearance.
 - Submit application along with Stage I compliance report and Coordinate at all levels to obtain final Stage II Forest clearance
- The Scope of work includes all the incidental activities required for obtaining the Forest Clearance (both Stage-I & II) for the project and implementing the conditions imposed while grant of these clearances.

8.3 Consent for air, water & operation:

- Obtaining Consent to Establish (CTE) and Consent to Operate (CTO) are under the Scope of MDO. The fees for CTE/CTO and for renewal of the CTO shall be borne by the MDO.
- The MDO has to submit application for obtaining CTE and CTO under Air Act, 1981, Water Act, 1974 to State Pollution Control Board (SPCB) and Water Authority.

8.4 Other clearances/permissions/Approvals/renewals to be obtained by MDO:

- NOC/Clearance from Airports Authority of India
- NOC from Central Ground Water Authority
- Mine opening from Coal Controller Organisation, DGMS, District collector etc.
- Statutory permits for deep hole blasting, deploying HEMM, to use HT electricity in mines and any other permits/Approvals required from DGMS
- Exemption for employment of contract labour in mines under Contract Labour (Abolition & Regulation) Act, 1970
- Permission for storage and use of explosives
- Permission for storage and use of HSD from Ministry of Petroleum/PESO
- Obtain Hazardous waste authorization (HWA) & other Approvals i.e., Bio-medical waste authorization (BMW) from SPCB
- NOC for ground water and surface water withdrawal including mine seepage water
- Submission of Mining Plan including Mine Closure Plan to Coal Controller Organization, Pollution Control Board of State Govt. and other Authorities.

8.5 The MDO shall obtain all the Clearances/ Permissions/ Licenses/ Applicable Permits without limiting to the above, which are required during the life of the mine. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis.

8.6 Any Approvals/ prior intimations/ renewals which are required for commencement/ during mining operation shall be obtained/ carried out by MDO.

8.7 Also, MDO shall be responsible for timely renewal of all the Applicable Permits/ consents. MDO shall be responsible for submission of requisite applications as necessary to obtain all permits/ consents for operations of mine.

8.8 The MDO shall be responsible to obtain all necessary Applicable Permits/ clearance for operation of mine. For the same, all applications along with additional studies (if any) shall be carried out by the MDO.

8.9 All fees, charges, levies and any other expenses related to pre-developmental clearances including its renewals shall be paid by the MDO at its own cost and the MDO shall not claim any reimbursement/ compensation from HPGCL for the same.

8.10 On obtaining all Pre-Development clearances required for the commencement of Mining of Kalyanpur Badalpara Coal Block, the payment for obtaining all Pre-Development Clearances shall be made as per Clause 36.1 of this CMAs.

9. Land Acquisition and Rehabilitation and Resettlement:

- 9.1 The MDO shall carry out, pursue, coordinate and acquire on behalf of HPGCL with other Statutory Authorities, the necessary activities for acquiring the land (within and outside the mine lease boundary) for the project:
- i. Area identification, taking necessary follow up actions and arrangements in connection with and for publication of all notifications required for selecting, prospecting, acquiring, taking possession of the coal bearing lands, as per the Coal Bearing Areas (Acquisition and Development) Act, 1957.
 - ii. Area identification, taking necessary follow up actions and arrangements in connection with and for publication of all notifications for acquiring lands, taking possession of land (that are not covered in para (i.) above) under RFCTLARR Act, 2013 or any State act/rules/regulations, wherever required.
 - iii. Identification of land, taking necessary actions & submission of application to appropriate Authorities like District administration, State Authorities, Central Authorities, coordinating with landowner to take physical possession of land to be acquired by way of Direct Purchase from Landowners or from Government for Government land.
 - iv. Preparation of R&R Plan and obtaining Approval of the R&R Plan from the State Government.
 - v. Land Acquisition (for all types of land including but not limited to Dhani-I, Dhani-II, Dhani-III, Bhari-I, Homestead Land etc., RFCTLARR Act, CBA(A&D) Act land, Non-CBA(A&D) Act land, Direct Purchase, Railway land leasing, all types of Tenancy Land, all types of Govt. land, forest land, NPV of such land etc).
 - vi. Obtaining physical possession of land.
 - vii. R&R activities of Project Affected People, Project Affected families, Stone quarries and crushers as per the approved R&R Plan. Cost of compensation as per the approved R&R Plan (except employment of PAFs) shall be paid by HPGCL to the PAFs/PAPs.
 - viii. The MDO shall carry out eviction/ resettlement, if any, of all the stone quarries and crushers located in the coal block area. Cost of compensation and facilities to be extended as per the approved R&R Plan shall be borne by HPGCL.
- 9.2 The MDO shall obtain physical possession of all the private, Government and forest land etc. including but not limited to CBA(A&D) Act land (Tenancy Land, Govt. non forest Land, Forest Land etc.), Non-CBA(A&D) Act land (Compensatory Afforestation Land, non CBA land for external Dump etc.) free from all Encumbrances and encroachment in phases for mining and other purposes including land required for external dumps, Coal evacuation corridor i.e., physical possession for the Railway Siding(s) area, CHP, Silo, land for R&R Colony, approach road and coal transportation roads and access roads from State Highway/ National Highway to mine, land for other infrastructure facilities, land required for diversion of NH/ Nala, HPGCL's Residential Complex & Colony, etc. The MDO shall be responsible for obtaining Encumbrance free physical possession of land, free from any Encumbrance and encroachment for mining activities and other purposes. At all times, the MDO shall ensure the physical possession of land required for at least the next 5 (five) years of mining and other purposes. For avoidance of any doubt, it is clarified that, the MDO shall be responsible for obtaining encumbrance free physical possession of entire land required for the project and all other purposes at

his own cost and expense.

- 9.3 HPGCL authorises the Mine Developer and Operator to undertake all activities pertaining to Land Acquisition activities in accordance with the provisions of this Agreement.
- 9.4 HPGCL will extend necessary support and liaison with Government Authorities, District Administration, Govt. of India for acquiring & obtaining physical possession of land. The MDO shall interact with PAPs for various Approval/clearance/consent, valuation of assets on land, for disbursement of compensation payments to PAPs, including squatters/forest dwellers and multiple displaced PAPs. However, the MDO shall be responsible for all Facilitation, liaison, coordination and follow up with Concerned Authorities to obtain all clearances and Approvals including those which shall be required in the future.
- 9.5 The MDO shall carry out all the due diligence for the payment of land compensation, structure and tree valuation and other legitimate checks before disbursement of compensation to PAP/PAF/Landowners.
- 9.6 The MDO shall be responsible for complying with any other existing or amendment in land acquisition Act/ Rule by the Central Govt. or State Govt. in future.
- 9.7 The broad Scope of MDO in Land Acquisition: The MDO shall be responsible for all activities involved in Land Acquisition including but not limited to the following:
- 9.7.1 Land Acquisition as per applicable Land Acquisition Act/ State Act/ The Right to Fair Compensation & Transparency in Land Acquisition, Rehabilitation & Resettlement Act 2013 and subsequent amendments to the Act, if any:**
- 9.8.1.1 Identification of required lands, submitting necessary applications to the State Govt./ District Administration, taking necessary follow up actions and arrangement in connection with and for publication of statutory notification related to the acquisition of the identified lands and obtain Letter of Intent or any other order/proceedings from the State Govt. in advance, for allocation/Acquisition of Lands required for purposes like dumping, Railway Siding(s), infrastructure, township, R&R Colony, HPGCL's Residential Complex & Colony etc.
- 9.8.1.2 Taking necessary arrangements and procurement of required Revenue village maps/plans, (cadastral maps), related village revenue records etc., for all the lands to be acquired.
- 9.8.1.3 Digitization of revenue village maps (cadastral maps) and other land records and preparation of combined maps for covering entire acquisition area.
- 9.8.1.4 Land schedule preparation, taking other necessary arrangements required for obtaining certification from Circle / Tahsil Office, consent of PAPs / Gram Sabha/tribal committee and other bodies for Land Acquisition wherever required.
- 9.8.1.5 Making necessary arrangements and conducting SIA study and Public hearing as per the provisions of relevant Land Acquisition Act and Govt. Rules. Making necessary arrangements, submitting necessary applications to District Land Acquisition officer (DLAO), liaising with the District Administration, Commissioner, Revenue Secretary and other Secretaries, subordinate officers, and their offices in respect of follow up of Land Acquisition proposals, to get necessary Approvals and Government Orders and all other

required activities for completing the Land Acquisition activities and getting physical possession of the all acquired lands without Encumbrance.

9.8.1.6 Co-ordinating and liaising with DLA regarding Asset valuation, notice distribution to tenants and Award preparation and Approval. The MDO shall carry out asset valuation, structure valuation, tree valuation etc., through accredited valuator or through PWD division of Govt. of Jharkhand or as desired by HPGCL.

9.8.1.7 Follow up with DLA office for disbursement of compensation.

9.8.1.8 Physical possession, demarcation, pillaring & Mutation of land (if required).

9.8.1.9 Any other activities incidental to complete the Land Acquisition and obtaining physical possession of land.

9.7.2 Land Acquisition under CBA (A&D) Act

9.8.2.1 Taking necessary follow up actions and arrangements in connection with and for publication of all statutory notifications required for prospecting, acquiring, taking possession of the coal bearing lands as per the Coal Bearing Areas (Acquisition & Development) Act, 1957.

9.8.2.2 Preparation of Statement VI, Family tree etc., in support of land ownership and legal heir status & obtain necessary Certification for the above statements/records from circle/ Tahsil office and other required Documents, certificates from Competent Authorities.

9.8.2.3 Digitization of revenue village maps (cadastral maps) and other land records and preparation of combined maps for covering entire acquisition area.

9.8.2.4 Preparation of notice regarding compensation and distribution of notices to the land/property owners/legal heirs.

9.8.2.5 Collection of Documents related to land (sale deed, Rinpustika, Khasra, B1 & P2 or equivalent rent receipt, applicable affidavits if any, indemnity bond, registered power of attorney if any, plot verification, agreement, mutation certificate), related to Bank account (details, PAN Card, KYC for annuity, EFT for vendor code etc.), preparation of payment claim file and distribution of compensation.

9.8.2.6 Taking necessary follow up actions and arrangement in connection with and for obtaining the classification/kisam wise land rate per acre from the District Collector or other Competent Authorities as per provisions of RFCTLARR Act or applicable Act and preparation of compensation statements and disbursement of land compensation to the landowners.

9.8.2.7 Carrying out asset valuation (with reference to the standard rates approved by the State Govt.) through accredited valuer/PWD division for crushers, stone quarries, house, well, structures etc., and valuation of trees with the help of forest or other Competent Authorities wherever necessary and preparation of compensation statements and disbursement of compensation/deposit of compensation into the forest department etc.

9.8.2.8 Obtain necessary Permission from District/Divisional Forest Officer (DFO) and other Statutory Authorities for tree cutting, transportation, disposal as per norm.

- 9.8.2.9 Tree cutting and associated activities like transportation, disposal of cut trees/logs are under the Scope of MDO. If tree cutting and associated activities are carried out through Forest department/agency notified by the Forest department, MDO shall bear the cost as demanded by the Forest department/Agency notified by the Forest department. Besides, any other tree cutting activities/bush clearing/clearing of vegetation shall be carried out by MDO. As far as actual tree felling and associated activities are concerned, if the Forest Department/Agencies approved by the Forest Department, raises a demand note, then HPGCL shall remit the same on behalf of MDO. The amount to be remitted by HPGCL shall be deposited by MDO well in advance with HPGCL for timely remittance by HPGCL. All coordination, liaison and follow ups with the concerned department for timely completion of tree felling activity shall be the responsibility of MDO. In case where the State Forest Department requests the Project Proponent (Owner) to undertake the tree felling under their supervision, the entire cost shall be on account of MDO i.e., the MDO shall carry out tree felling/cutting, transportation and disposal as per the guidelines of Forest department. The MDO shall get himself acquainted with the procedure/practice followed by the Concerned State Forest Department. All payments related to tree felling/cutting and associated activities including translocation of trees by deploying advanced mechanical means like Tree Transplanter etc. shall be borne by MDO.
- 9.8.2.10 Any other coordination/ activities required for taking over/ notification of Land including getting consent of Project affected Families/ Persons/ Gram Sabhas/Tribal committee and other Authorities/ bodies, required for Land Acquisition and taking physical possession.
- 9.8.2.11 Obtaining physical possession of land free from any Encumbrance and encroachment.
- 9.8.2.12 Assistance & Facilitation in settlement of all claims filed under different sections of CBA (A&D) Act, 1957.
- 9.8.2.13 HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis.

9.7.3 Forest Land

- 9.8.3.1 Obtaining the Forest Clearance is under the scope of MDO. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis.
- 9.8.3.2 Obtaining permission under Form-C for drilling in Forest land, make associated payments, compensatory tree plantation and fulfil the conditions imposed while grant of permission under Form-C.
- 9.8.3.3 Obtaining Legal status of Forest Land & Detailed status of Forest land.
- 9.8.3.4 Forest land demarcation on ground with DGPS and verification as per statute, pillar and preparation of land schedule & forest maps for clearance.
- 9.8.3.5 Preparation and submission of Geo reference Map in Shape file. Both soft and hard copy form.
- 9.8.3.6 Preparation of plot-wise land schedule of all categories & certification of land schedule from Circle/Tahsil office.

- 9.8.3.7 Collection of Toposheet, Village cadastral map and demarcating the project boundary.
- 9.8.3.8 Freezing the break up details of land for mining, infrastructure, green belt, safety zone etc., as required by MoEFF&CC/ FAC.
- 9.8.3.9 Identification of forest dwellers/ forest dwelling schedule tribes/ other traditional forest dwellers as per the "Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006" and obtain No Objection Certificate from the concerned Authorities.
- 9.8.3.10 To liaison with Circle Officer/ Tehsildar/ Concerned Authority to convene Gram Sabha as per FRA, 2006, so as to identify beneficiaries.
- 9.8.3.11 Preparation and submission of Application to Collector for issuance of Certificate under Forest Rights Act to be used for Forest Diversion Proposal (FDP).
- 9.8.3.12 Conducting Gram Sabha Meetings, Consent from village forest conservation committee, consent from Gram Sabha as per FRA 2006, obtaining resolution of the Village/ Gram Samithi and certificate/ NOC from Govt. Authorities so that process will be completed as per FRA 2006.
- 9.8.3.13 Joint enumeration of trees and preparation of abstract, species-wise, girthwise.
- 9.8.3.14 Submission of application to nodal officer in Concerned Form along with cost benefit analysis, reclamation plan, wild life management plan, afforestation Plan, Approved Mining Plan etc. for forest clearance under FCA 1980 (amended thereof) and as per the Forest (Conservation) Amendment Rules 2014 or rules amended thereafter.
- 9.8.3.15 Compliance to Wild life Conservation Plan and Implementation of Site Specific Wild life Conservation Plan.
- 9.8.3.16 Preparation of compensatory afforestation Scheme in consultation with DFO & identification of land for compensatory afforestation with proper demarcation on toposheet. The MDO shall carry out DGPS survey of Compensatory afforestation land as required by DFO/ forest Authorities. Assisting in calculation of NPV. HPGCL will deposit NPV and Compensatory afforestation cost (CAMP Fund).
- 9.8.3.17 Liaising with Range Forest Officer (RFO), DFO, Conservator of Forests (CF), Addl. Principal Chief Conservator of Forests (PCCF) / Nodal Officer or equivalent rank, PCCF, State Government, MoEF regional office and New Delhi for getting Forest Clearance (Stage- I & Stage-II), Land handover etc. & presentation before FAC, as per the Forest (Conservation) Amendment Rules 2014 or rules amended thereafter.
- 9.8.3.18 Preparation of final land handover register and maps, Joint enumeration register and certification of Ranger, cutting and transit permission from DFO, cutting & transportation and maintaining of felling register.
- 9.8.3.19 Permission from State Govt. for tree cutting, Cutting/ felling of trees, transportation, disposal as per norms for all types of land (CBA, LA Act & Others).
- 9.8.3.20 Tree-cutting and associated activities like transportation, disposal of cut trees/ logs for forest land if so required as per State Forest department along with incurring associated payments/ expenditure, shall be the responsibility of MDO. If the Forest department engages another agency for tree felling/ cutting and associated activities like transportation, disposal of cut trees/ logs, the cost/ demand raised by such agency/ DFO shall be paid by MDO. Besides, any other

tree cutting activities/ bush clearing/ clearing of vegetation shall be carried out by MDO. As far as actual tree felling and associated activities are concerned, if the Forest Department/Agencies approved by the Forest Department, raises a demand note then HPGCL shall remit the same on behalf of MDO. The amount to be remitted by HPGCL shall be deposited by MDO well in advance with HPGCL for timely remittance by HPGCL. All coordination, liason and follow ups with the concerned department for timely completion of tree felling activity shall be the responsibility of MDO. In case where the State Forest Department requests the Project Proponent (Owner) to undertake the tree felling under their supervision, the entire cost shall be on account of MDO i.e., the MDO shall carry out tree felling/ cutting, transportation and disposal as per the guidelines of Forest department. MDO shall get himself acquainted with the procedure/ practice followed by the Concerned State Forest Department. All payments related to tree felling/ cutting and associated activities including translocation of trees by deploying advanced mechanical means like Tree Transplanter etc. shall be borne by MDO.

- 9.8.3.21 Settlement of any claims on forest/ Chote Bare jhar jungle land with certification of district, Possession of forest Land.
- 9.8.3.22 The MDO shall carry out any other activity/ study required for taking over forest Land and obtaining Forest Clearance.
- 9.7.4 Government Land including Chhote Bare Jhar jungle/ Jungle Jhari, Non-Forest Government Land and Preparation of details of Govt. Land (GM land Nistari and Non-nistari land) and application to DC for transfer/lease as per norms**
- 9.8.4.1 Liaising & supporting Circle/Tahsil office (Surveyor, Patwari, RI, Tahsildar, ADM, Superintendent of District Land Record Office) for preparation of map, records and forwarding to Land Reforms Deputy Collector (LRDC).
- 9.8.4.2 Gram Sabha consent for transfer of Govt. Land (GM land Nistari and Non-nistari land).
- 9.8.4.3 Liaising with LRDC, Sub-Divisional Officer (SDO), Assistant Commissioner (AC), District Commissioner (DC), Revenue Secretary & Minister office, Finance department, Mines department, PWD, Water resources Department, Cabinet for transfer/lease of Government land including Chhote Bare Jhar jungle (Jungle Jhari), water bodies (Jalbandhar), Damin-i-koh land (if required).
- 9.8.4.4 Asset enumeration, valuation jointly with State Government official (Circle, forest Department, PWD etc).
- 9.8.4.5 Shifting of places of Worship, religious places/ Cemetery/ Burning Ghat/ Road/School/Panchayat Bhawan, ponds and any other asset on Govt. Land (GM land Nistari and non-nistari land)/Chhote Bare Jhar jungle Jungle Jhari, water bodies (Jalbandhar), Damin-i-koh or any other type of Land.
- 9.8.4.6 Preparations of final agreement papers, maps, schedules and arrange transfer/lease of Chhote Bare Jhar jungle, Jungle Jhari land and all type of Govt. land.
- 9.8.4.7 Preparation & Certification of claimants on Chhote Bare Jhar jungle, Jungle Jhari land from circle, division, district and prepare case file, payment notice, family tree certification, collection of other details for payment to the concerned.

- 9.8.4.8 Obtain Permission from DFO/ Govt. Authority for tree cutting.
- 9.8.4.9 Carry out Felling/ Cutting of trees, transportation, transit permit, disposal as per norms.
- 9.8.4.10 If the Forest department/ Govt. Authority engages another agency for tree felling/ cutting and associated activities like transportation, disposal of cut trees/logs, the cost/demand raised by such agency/ DFO/ Govt. Authority shall be paid by MDO. Besides, any other tree cutting activities/ bush clearing/ clearing of vegetation shall be carried out by MDO. As far as actual tree felling and associated activities are concerned, if the Forest Department/ Govt. Authority raises a demand note then HPGCL shall remit the same on behalf of MDO. The amount to be remitted by HPGCL shall be deposited by MDO well in advance with HPGCL for timely remittance by HPGCL.
- 9.8.4.11 Possession of Land after handover by Circle/ Tahsil office.
- 9.8.4.12 Mutation of land if required.
- 9.8.4.13 Any other activity required for taking over Government Land.
- 9.8.4.14 Consent/ NOC from Irrigation department, Water resource department, PWD, Block education officer, Block Medical Officer, Gram Sabha, Tribal committee and if any further required.

9.7.5 Assisting in Direct Purchase of land & Leasing of Railway land:

The MDO shall be responsible for assisting and Facilitating in Land Acquisition, obtaining physical possession of land including direct purchase from Land

owners for facilities like approach road, construction of Railway Siding, coal transportation roads & road connecting approach road and coal transportation roads and infrastructure & facilities falling outside the purview of RCTLAAR Act and CBA(A&D) Act, 1957.

In case any requirement arises for leasing of Railway land for construction, commissioning & operation of Railway Siding (including take off arrangements), MDO shall Facilitate for the same at MDO's cost and expense.

9.8 The MDO shall carry out following activities with respect to R&R of PAFs/PAPs:

- 9.9.1 It is estimated by HPGCL about [.....] Project Affected Families (PAFs). The exact number of PAFs would be known only after conducting SIA study. MDO shall make their own studies to assess the current number of PAFs before quoting the Bid.
- 9.9.2 To engage PAPs in discussion and to win them over as partners of the R&R Plan.
- 9.9.3 MDO shall prepare R&R Plan in consultation with HPGCL. MDO shall obtain Approval of R&R Plan from concerned Govt. Authority on behalf of HPGCL. HPGCL authorises the Mine Developer and Operator to undertake Rehabilitation and Resettlement operations in accordance with the provisions of approved R&R Plan. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis. The MDO is responsible for implementation of approved R&R Plan.
- 9.9.4 The MDO shall identify land required for R&R Colony and obtain physical possession of the same. HPGCL will construct R&R Colony as per

- approved R&R Plan. MDO shall make arrangement of Revenue Plan of land for the identified R&R site, prepare Land schedule for R&R site and obtain necessary certification from the Government Authorities.
- 9.9.5 The MDO shall coordinate, liaison, follow up with District Authorities, State Government and obtain physical possession of land identified for R&R Colony.
- 9.9.6 The MDO shall prepare the Development plan for the identified Site in Consultation with the District Collector and PAFs and obtain Approval of the Development Plan from Concerned Authority. The MDO shall assist HPGCL in implementing the Development Plan.
- 9.9.7 The MDO shall discuss with the PAPs/PAFs through one-to-one meeting, group meetings, etc. in each village based on SIA report, collect necessary data including interest of families willing to shift to the identified R&R site.
- 9.9.8 Cost for the implementation of R&R Plan, construction of R&R Colony, payment for structures, Trees, etc., as stipulated in the approved R&R Plan (except for employment of PAFs) shall be borne by HPGCL. MDO shall disburse the compensation to the PAFs/PAPs as per the provisions of CMA
- 9.9.9 The MDO shall obtain Consent from PAFs who are interested to be shifted to the identified R&R site and shift the PAFs.
- 9.9.10 The MDO shall make arrangement for shifting of PAPs to the R&R Colony.
- 9.9.11 The MDO shall provide assistance to PAPs in relocation.
- 9.9.12 The MDO shall have interaction with PAPs and disburse compensation on account of R&R including Self Resettlement Grant, Cattle shed Grant, Shifting Grant.
- 9.9.13 The Number of employments to be provided by the MDO shall be calculated as per the approved R&R Plan for the project. The MDO is Obligated for providing employment of PAPs.
- 9.9.14 Collection of KYC, certification from Circle Officer (CO), DLAO and supporting Document for calculating annuity as per approved R&R Plan.
- 9.9.15 HPGCL shall make all payments for Acquisition of Land and R&R activities as per Government norms to be made to the concerned Authorities for compliance to various clearances/ Approvals as per the provisions of this Agreement.
- 9.9.16 The MDO shall carry out eviction/ resettlement of all the eligible stone quarries and crushers located in the coal block area. Cost of compensation and facilities to be extended as per the approved R&R Plan shall be borne by HPGCL.
- 9.9.17 SOP for Land Acquisition and R&R
 HPGCL shall frame Standard Operating Procedure (SOP) for Land Acquisition & obtaining physical possession of land and carrying out the R&R for PAFs. The MDO shall follow the SOP scrupulously for Land Acquisition and obtaining physical possession of land and R&R of PAFs. SOP shall be modified as and when required to suit the prevailing Site condition in consultation with the Independent Engineer.
- 9.9 The quoted Base Mining Charge shall include all the Facilitation role as required to be discharged by MDO as per requirement of the CMA.

10. Corporate Social Responsibility

- 10.1 The MDO shall carry out peripheral community development activities and CSR activities to meet the needs of local population as well as meeting the statutory provisions and as provided in Cl.5.30 of the CMA.
- 10.2 The MDO shall carry out need assessment in each Project Affected Village (PAV's) and nearby areas through Standards survey Format, Focus Group Discussions (FG D), Participatory Rural Appraisal (PRA) etc.
- 10.3 The MDO shall prepare a comprehensive CSR scheme for the project and obtain Approval of HPGCL/District administration/ Govt. Authorities (if required).
- 10.4 The MDO shall implement the approved CSR scheme at its own cost and expense.
- 10.5 In case, the MDO is a JV company/ new company, the community development activities and CSR activities shall be carried out by JV partners/ Promoters of the MDO.

11. HPGCL's Responsibility regarding Land Acquisition, R&R and CSR:

HPGCL shall undertake following activities regarding Land Acquisition, R&R and CSR and the obligations of HPGCL shall be limited to the following:

- i. Extend necessary support to the MDO in acquiring land required for the project including additional land for external OB dump, R&R Colony, approach road and coal transportation roads, Railway Siding(s), CHP, conveyors, MRSS, silo etc.
- ii. **Cost of Land Acquisition**
Cost of land (Tenancy land, Government land, Forest land to be acquired under the CBA (A&D) Act 1957, RFCTLARR Act 2013, for the Mining, R&R, Railway Sidings, Approach road, Coal transportation roads, conveyor corridor, land required for diversion of NH 114A, Diversion of nallas, HPGCL Residential Complex & Colony) including Acquisition of Land identified for compensatory afforestation purpose, NPV for the forest land and any other land for the project) to be acquired and related statutory expenses for Land Acquisition shall be paid by HPGCL.
- iii. Extend necessary support for obtaining Approval of R&R Plan from concerned Authorities.
- iv. Cost for the implementation of R&R Plan, construction of R&R Colony, payment for structures, Trees, etc., as stipulated in the approved R&R Plan (except employment of PAFs) shall be paid by HPGCL to the PAFs/PAPs.
- v. HPGCL shall carry out peripheral community development activities and CSR activities pertaining to the coal block as required/mandated under Companies Act, 2013 and HPGCL's CSR Policy. In addition, the MDO shall carry out peripheral community development activities and CSR activities to meet the needs of local population as per the statutory provisions and as provided in Cl.5.30 of the CMA.

12. Issuance of Power of Attorney

HPGCL shall provide necessary Power of Attorney (wherever necessary) in favour of MDO acting on its behalf to make, submit letters/applications/ reports, obtain clearances/Approvals and deal with various Authorities to carry out the assignments as provided above as well as to obtain Explosives and

Magazine License.

13. Project Planning & Implementation

13.1 The MDO shall perform all Mine planning required for the efficient development & operation of the Kalyanpur Badalpara coal mine. This includes, inter alia, the following:

13.2 Development & Operational Plans

a) Draft Development Plan

Within 60 days of the date of issue of LOA, the MDO shall provide HPGCL and Independent Engineer (as the case may be) with a detailed Draft Development Plan for the activities it intends to undertake during the Development Period and such plan shall include its strategy for carrying out development activities like Civil survey and DGPS survey, Detailed Exploration, EIA-EMP study, SIA study, preparation of Mining plan and Mine closure plan, methodology for obtaining clearances such as EC, FC, CTE, CTO, etc., Land Acquisition, Tree felling permission, pre-projects sanction activities and permissions from all Statutory Authorities. The draft Development Plan shall include a PERT chart/ similar chart (MS Project / other software) illustrating detailed/ micro level activities and timelines for completion of the activities envisaged under Phase-I. Such Draft Development Plans shall also include key milestones to be achieved by the MDO during the Development Stage. This Draft Development Plan shall include the mode of execution to be adopted by MDO for fulfillment of the Scope of Phase-I Activities envisaged in this Agreement.

b) Draft Operational Plan

Within 60 days of the date of Approval of Mining plan by HPGCL for submission to MoC, the MDO shall provide HPGCL and Independent Engineer, a detailed Draft Operational Plan for the activities it intends to undertake during the Phase-I/Construction Period/Phase-II/the Operation Period/mining operations and such plans shall include its strategy for Site development including construction of access road, approach road, coal transportation road, diversion of public roads, shifting of HT lines, Water bodies, diversion of nalas etc., installation & commissioning of Civil works including Project Facilities/ mine infrastructure, procurement of major mining Equipment, staffing and recruitment of personnel including workforce, training of staff and workforce, Procurement of explosives, Drilling for blasting in OB, Excavation of box cut, Excavation of OB and transportation to OB dumping locations as per the Mining Plan, extraction of ROM coal and transporting coal from coal face to Delivery Point, stockpiling, transportation to designated storage places, mine security, safety, reclamation until Final Mine Closure required for construction & operation of mine with details of Equipment and facilities procurement plan ("Draft Operational Plan"). The draft Operational plan shall include a PERT chart/ similar chart (MS Project/ other software) illustrating detailed/ micro level activities and timelines for completion of the activities envisaged under Phase-II. Such Draft Operational Plan shall also include key milestones to be achieved by the MDO during the Construction Period and Operation Period. This Draft Operational plan shall include the mode of execution of MDO for fulfillment of the Scope of Phase-II envisaged in this Agreement.

- 13.3 HPGCL and Independent Engineer (as the case may be) shall no later than 30 days of receipt of such a) Draft Development Plan & b) Draft Operational Plan from the MDO, notify MDO with its comments/observations on such Draft Plan and suggest changes to revise the Draft Plan.
- 13.4 The MDO shall no later than 15 days following the receipt of the HPGCL's and Independent Engineer's notice, intimate HPGCL and Independent Engineer its acceptance or submit comments/reasons for not accepting the changes suggested by the HPGCL and Independent Engineer. HPGCL and MDO shall consult each other to finalize these plans. It is clarified that, the decision of HPGCL and Independent Engineer shall be final and binding on MDO in finalizing these plans. The MDO shall incorporate the changes suggested by HPGCL and Independent Engineer and shall submit the revised
- a. Development Plan and
 - b. Operational plan
- 13.5 In the event that, HPGCL and Independent Engineer does not notify the MDO of its comments/suggestions within the period of 30 days mentioned in Clause 9.3 above, the a) Draft Development Plan & b) Draft Operational Plan shall be deemed to be the a) Development Plan & b) Operational Plan and the MDO shall not be required to issue a revised version of the same under Clause 9.4 above.
- 13.6 **Manpower planning:** The MDO shall submit Manpower phasing/ Staffing Plan for both the Phase-I & Phase-II Activities and shall update it annually. The Staffing plans shall include the following:
- a. Overall organization chart indicating the required management/ supervisory positions and the number of persons to be hired for each position.
 - b. Identification of positions mandated by DGMS and other statutory bodies including MDO's Mine Agent, Mine Manager, Safety officer, Engineer, Overman, sirdar etc.
 - c. The strength/ experience of the proposed key members of the "Management team" including: MDO's Representative, Mine Agent, Mine Manager, Safety officer and other statutory personnel.
 - d. Reporting relationship of safety department to the MDO's Representative and Project Head of MDO.
 - e. Provision of an environmental compliance department and its reporting relationship to the MDO's Representative and Project Head of MDO.
 - f. Provision of a dedicated training department and its reporting relationship to the MDO's Representative and Project Head of MDO.
 - g. Provision of Quality Management department and its relationship with MDO's Site in-charges.
 - h. Estimated number of workforce positions & year wise deployment of Staff and workforce.
 - i. Any other details required by HPGCL.
- 13.7 **Equipment Planning:** The MDO shall submit an Equipment Plan giving details of the Equipment that shall be used by the MDO to provide Mining Services and meet the production requirements. This shall include the following:
- a. MDO shall furnish the original Invoice/Registration Certificate/Purchase order along with the three copies of the same duly attested by the authorized Representative of the MDO to verify the Ownership and age of the Mining Equipment, HEMM and other Equipment before deploying them in

the Mines.

- b. Equipment sizes/capacities (excavators, surface miners, coal and Overburden trucks, excavation & transportation of minerals other than coal, dozers, graders, water sprinklers, fog cannons, tree transplanters etc.)
- c. Matching of Equipment to the required tasks including: trucks/dumpers & shovels; "selective mining"; maintenance of roads, ramps and benches; bench width and height, segregated excavation of minerals other than coal
- d. Equipment quantities and listing of spare units (if any)
- e. Age of Equipment, replacement schedule for the aged Equipment
- f. Philosophy of the on-site stocking of spare parts, components and major consumables including diesel and tires
- g. Key performance indicators of Equipment operation
- h. Expected level of availability/utilization of major Equipment
- i. Proposed yearly operating schedule indicating allowances for festivals, statutory holidays, monsoon, etc.

13.8 **Training Planning:** Training of staff and workforce personnel is a critical requirement for efficient and effective operation. The MDO shall develop a systematic procedure to identify the training needs of manpower employed by MDO. The MDO shall submit its annual training plan and overall philosophy of manpower training to HPGCL and Independent Engineer, which shall inter-alia comprise of the following:

- i. Training Department
 - Organization and staffing levels
 - Reporting relationship to senior management
 - Approach to training work workforce personnel, both mine operations and mine maintenance.
 - Proposed training programs for the upcoming year with details of type of training (Technical, Management, Human resource etc), number of people to be imparted with specific type of training etc.
- ii. Vocational Training Centre
 - Overall layout and configuration.
 - Provision of separate training rooms.
 - Planning for initial training, Refresher training etc., as per Mines Vocational Training Rules, 1966.

13.9 During the Development Stage, until completion of Phase-I Activities the MDO shall prepare & submit Monthly Development Action Plans and schedules ("Monthly Activity Plan") to HPGCL and Independent Engineer (as the case may be) which describe the performance of the Development Services including:

- a) Identifying agencies for carrying out services envisaged in Phase-I Activities including Civil survey, DGPS survey, Detailed Exploration & GR preparation, Geo-Technical investigation, Hydro-geological investigation, EIA-EMP study, SIA study, Preparation of Mining plan including Mine Closure plan, Land Acquisition, obtaining clearances and any other work incidental works.

Schedule of deployment of Equipment (for drilling, survey, geo-technical investigation etc.), phasing of manpower for Phase-I Activities.

- b) Key milestones for completing the Phase-I Activities along with status & projected achievements in upcoming month.

- c) Details of clearances like EC, FC, CTE, CTO, NoC from CGWA, Airport Authority of India Clearance, Tree felling permission, Permissions from PESO for HSD storage, Permission from PESO/ any other Govt. Authority/ organization for Storage and use of explosives and any other clearances/ Approvals/ permissions which may be required from time to time etc., along with key milestones in obtaining these clearances and status of obtaining these key milestones.
- 13.10 After completion of Phase-I Activities, till the Transfer Date, the MDO shall prepare an annual plan and schedule ("**Annual Production Plan**") and monthly plan and schedule ("**Monthly Production Plan**") in consultation with and subject to final Approval of HPGCL and Independent Engineer which describes the methodology and sequencing of MDO's performance of the "**Mining Services**", including:
- a) mining sequence plans and methods, and landform designs;
 - b) philosophy of selective mining;
 - c) segregated excavation of minerals other than coal if any and strategy for storage and dispatch;
 - d) a schedule of Overburden quantities and dump locations;
 - e) details associated with the mining plan for coal removal and the calculation to derive the production rates;
 - f) details of batter angles and benches;
 - g) road access to required areas;
 - h) Equipment deployment schedule; and
 - i) Estimates of the remaining reserves of coal
 - j) Assuring land availability for all activities including Mining Operation
 - k) Details of Mined drainage, dewatering
 - l) Concurrent/ progressive mine closure activities
- 13.11 The Monthly activity plan, Annual Production Plan and Monthly Production Plans shall be mutually discussed between the MDO, Independent Engineer and HPGCL and finalized within 14 days of submission.
- 13.12 The MDO shall submit Annual Production Plan for rolling period of five (5) years for better understanding of mine advancement and to ensure sustained capability to achieve the targeted production. Such plans are to be prepared on updated Geological Model developed (on the basis of recent in-fill borehole data if any), and these shall be delivered two (2) months prior to the beginning of every year. Such Annual Production Plans shall be consistent with the approved Mining Plan for the relevant period. Any major deviation from the approved Mining Plan shall be done only with the Approval of Independent Engineer and HPGCL.
- 13.13 Before the end of February of every Year, the MDO shall in consultation with and subject to final Approval of Independent Engineer and HPGCL, finalize an Approved Annual Production Plan (AAPP) for the following Year based on the Annual Production Plan prescribed in approved Mining Plan/ Annual Contracted Quantity described in the CMA. The AAPP shall include the Annual Contracted Quantity, Monthly Scheduled Quantity of OB, coal, minerals other than coal, coal removal sequencing, average Stripping Ratio, Overburden and interburden removal quantification, average achievable coal quality, besides the details specified at Clause 14.10 above. Further AAPP shall also include the coordinates of the area to be mined during the following Year as per the updated Geological Model. It shall also

- include the shape of the mine at the beginning and end of that Year.
- 13.14 The MDO shall submit Monthly Production Plan for the next three (3) months on rolling basis. These plans are to be delivered two (2) weeks prior to the beginning of every month. Such monthly production plans shall be consistent with the approved Annual Production plan and the Monthly scheduled Quantity. Monthly Production Plan illustrating the locations from where coal shall be mined and Overburden removed; the expected volumes of coal, minerals other than coal and Overburden/interburden; and expected coal quality. Any other information deemed to be relevant as directed by HPGCL and Independent Engineers shall be provided.
- 13.15 The MDO shall prepare Life-of-Mine Plan periodically for the remaining life of Kalyanpur Badalpara coal mine. This plan is to be prepared no less frequently than every five years or at other intervals as directed by HPGCL and Independent Engineer showing detailed mine layout plan, Equipment deployment schedules, production plans and progressive mine closure plan.
- 13.16 The MDO shall develop 'weekly excavation plan' for the efficient implementation of the Monthly Production Plan. These plans shall provide the necessary technical detail for the MDO's operations staff including, inter alia:
- a) Volumes and production rates of coal, minerals other than coal and Overburden/ inter-burden
 - b) Volume of top soil
 - c) Deployment of major mining Equipment
 - d) Location of Overburden and top soil dump to be used
 - e) Major excavation works such as ramp construction etc.
- 13.17 The Monthly production plan/weekly excavation plan shall be based on the "selective mining" technique which requires to achieve the stipulated quality parameters.
- 13.18 **Monsoon Preparation:** The MDO shall prepare plans and maps like Mine water danger plan, Flood protection plan, Storm water management plan to ensure that the mine can operate during the monsoon and meet the required production schedules.
- 13.19 Other Routine Tasks of MDO**
- a) **Water Management:** Preparation of plans and maps for managing the normal and monsoon rainfall inter alia including determining the sizes and locations of sumps and diversion ditches and the specifications of pumps.
 - b) **Overburden Dump Planning:** Preparation of plans and maps for managing the Overburden dumps. The MDO shall strive to commence in-pit dumping as soon as practicable.
 - c) **OB Re-handling planning:** The MDO shall meticulously plan to avoid multiple re-handling of OB. If multiple re-handling is inevitable, the MDO shall ensure required due-diligence to reduce the quantity of OB requiring multiple re-handling. If the approved Mining Plan envisages re-handling of externally dumped OB or OB dumped on advancing side of mine pit, MDO shall prepare plans and maps for executing the same. If during actual execution of Mining,

if it warrants to dump OB in the advancing side or other than the area envisaged/ Designated dump area of the approved Mining Plan, due to any reasons whatsoever, the MDO shall carry out re-handling of such OB without any additional cost to HPGCL. If such dumping OB in other areas occurs outside the Schedule of dumping of the Approved Mining Plan, the MDO shall carry out such dumping and re-handling of such OB without any additional cost to HPGCL.

- 13.20 **Project Monitoring:** The MDO shall submit PERT chart/ similar chart through MS Project/ other software (latest version) illustrating the duration of all major activities during both Phase-I & Phase-II Activities for Fortnightly Project monitoring. The MDO shall procure & maintain at least 2 licenses of such Project monitoring software (latest version) in the name of HPGCL for use by HPGCL and the consultant/ Independent Engineer appointed by HPGCL till the Transfer Date.
- 13.21 **Mine Planning & Modelling software:** The MDO shall carry out 3D mine modeling, pit design, mine planning, mine scheduling etc., in Minex software (latest version). The MDO shall procure & maintain at least 2 licenses of such Mine Planning & Modeling software (latest version) in the name of HPGCL for use by HPGCL and the consultant/ Independent Engineer appointed by HPGCL till the Transfer Date.
- 13.22 Any other software used by MDO for preparation of plans & maps like AutoCAD etc., shall also be procured & maintained (at least 2 licenses) by MDO in the name of HPGCL for use by HPGCL and the consultant/ Independent Engineer appointed by HPGCL till the Transfer Date.
- 13.23 It is clarified that, any software shall be procured by MDO in the name of HPGCL shall become the property of HPGCL and relevant bill shall be handed over to HPGCL. The MDO shall procure such software & maintain separate license for MDO's own use.
- 13.24 The MDO shall scrupulously implement the above activities described under clause 13 without any deviation at its own cost and expense.
14. **Alternate Arrangement for Delivery of Coal:** In addition to the conditions prescribed elsewhere in this Agreement, the following provisions shall apply for dispatch and Delivery of coal.
- 14.1 Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding, or in the event of breakdown/non-commissioning of the same, MDO shall transport coal from the Coal Depot(s)/ Stockyard(s) to permanent Railway Siding near the block/ Temporary Railway Siding/ Harisingh Railway Siding and load into the wagons. The MDO shall construct an all-weather road to connect them in with the nearest Railway Siding. MDO shall undertake at its own cost all developmental works including coal stacking facilities and other peripherals for loading of coal in wagons as per the requirement of Railways. The MDO shall be responsible for transportation of the coal from the mine coal stockyard/ Coal Depot to the, permanent Railway Siding near the block/ Temporary Railway Siding/ Harisingh Railway Siding and nearest Railway Siding, unloading of the coal at the siding, maintenance and security of the coal stock at the Railway Siding stacking and shifting of coal at the siding as required and loading of the coal on the railway rakes using pay loaders. The MDO shall also be responsible for all associated tasks for loading of coal at the permanent Railway Siding near the block/ Temporary Railway Siding/ Harisingh Railway Siding and nearest siding,

including but not limited to, lime spraying of coal loaded in the wagons, ensuring closing of wagon doors, cleaning of the railway tracks in the siding, adequate lighting and illumination in the Railway Siding area with diesel generator set for power back-up. Weigh bridge to be provided at permanent Railway Siding near the block/Temporary Railway Siding/Harisingh Railway Siding by MDO for HPGCL and same shall be in ownership of HPGCL.

- 14.2 The transportation of coal from the mine to the permanent Railway Siding near the block/Temporary Railway Siding/Harisingh Railway Siding and nearest Railway Siding if warranted by HPGCL shall be through tipper trucks; the trucks shall be covered by tarpaulin during the transportation of coal. The MDO shall be responsible for providing adequate security to prevent any theft and pilferage of coal, at the mine, during transportation and during its storage at the Railway Siding. The MDO shall deploy adequate security at the Railway Siding to prevent the theft and pilferage of coal. In addition to security personnel deployed by the MDO, HPGCL may at its own cost deploy its own security agencies and other personnel for ensuring security of the coal. The MDO's security personnel shall cooperate with the security agencies and personnel deployed by HPGCL at all times. Deployment of security personnel or failure to deploy as aforesaid by HPGCL shall not be deemed to be a waiver of the rights of HPGCL nor shall release or discharge the MDO from its obligations or liabilities under this Agreement.
- 14.3 The quantity of coal Delivered shall be based on the RR weight recorded at the Railway Siding. The quantity of coal dispatched from the mine via tipper trucks shall be weighed and recorded at the weigh bridge and shall be regularly reconciled with the quantity of coal loaded on the railway rakes with RR.
- 14.4 All costs related to transportation of coal and loading of coal in wagon at the siding, including costs related to providing security for transportation and stocking of coal, salaries and wages of security personnel shall be borne by the MDO. The MDO shall carry out allied works like (i) Door closing of wagons and Gutka fitting. (ii) Cleaning of rail tracks, Road & Rail Weigh Bridge. (iii) Operation of DG Set & Maintenance of lighting. (iv) The MDO shall guard the coal for its security at the siding. (v) Stacking & Shifting of Coal, if required. (vi) Maintenance of Road in & around the siding and related job. (vii) Water spraying, if required. (viii) MDO shall be liable for paying demurrage, if any, due to MDO's responsibility either in transport, loading or maintenance at the siding. (ix) MDO shall also be responsible for any shortage of Coal at the siding. (x) Any other work as directed by the controlling officer/Mine In-Charge. The Transportation Charges payable as per Cl. 35.7 shall include the transportation of coal to the Railway Siding from Coal Depot(s)/stockyard(s), loading into railway wagons and the above allied works.
- 14.5 Any toll on the road transportation shall be reimbursed by HPGCL while transporting coal to siding.
- 14.6 Railway Freight Costs to be paid to Railways shall be borne directly by HPGCL except for any demurrage and any other penalties charged by the Indian Railways, which shall be the liability of the MDO. The demurrage and penalty amounts

shall be deducted from the fortnightly bills payable to the MDO. The indenting of rakes shall also be made by the MDO. The registration fees paid by the MDO shall be reimbursed by HPGCL.

15. Drilling & Blasting

- 15.1 The MDO shall carry out detailed study to assess the requirement of drilling and blasting, optimal blast design, controlled blasting techniques and selection of type of explosives in OB and coal with the objective of achieving good fragmentation so that the excavators can operate at high levels of efficiency by engaging CIMFR/CMPDI/IITs / ISM or any other expert agency and furnish the report to HPGCL. The MDO shall carry out blasting, strictly adhering to the recommendations/ outcome of the study. The MDO shall carry out scientific studies required for control of ground vibration, blasting near danger zone, within 500m from any private property, trial blasting etc., which may be required during mining operations or as per the directives of DGMS and implement the recommendations.
- 15.2 The MDO shall carry out drilling and blasting activities along with the entire associated responsibility of meeting the different statutory obligations with respect to procurement, storage, transportation and handling of explosives from Chief Controller of Explosives/ any other Government Authority.
- 15.3 The MDO shall carry out drilling & blasting for OB excavation. Coal shall be produced to the extent possible through non-blasting means. However, if the approved mining plan or above studies as stated in 15.1 require drilling & blasting in coal, the MDO shall adhere to the same.
- 15.4 The Scope of work includes obtaining license/permissions, procurement of explosives & blasting accessories, storing and using of Explosives, construction of Magazine and associated facilities, preparation of site and Blast hole drilling wherever required, transportation from magazine, charging, stemming and blasting including arranging sentries, re-transportation of balance explosives back to magazine after blasting. The MDO shall arrange own explosive van for transportation of explosive and blasting accessories. The MDO shall take adequate security measures to prevent the pilferage of explosives.
- 15.5 The MDO should file all papers in its own name for obtaining explosives license. However, HPGCL shall provide all Documents/ Agreements to the MDO for enabling MDO to put its case with the Controller of Explosives. In case the concerned department refuses to grant Explosives license to the MDO, the MDO shall act on behalf of HPGCL in obtaining the License in the name of HPGCL. Necessary authorization required for obtaining the explosive and magazine license will be provided by HPGCL. Process of obtaining license and construction of facilities shall be initiated well in advance to avoid any delay in commencement of mining operation.
- 15.6 Till the completion of construction of permanent magazine/ the MDO is unable to construct the magazine due to its prevailing conditions, the MDO has to meet the blasting requirements including supply of explosive and blasting, by installing portable magazine at his own cost and expense. Permissions/licenses required for installing portable magazine and storage of explosives shall be under the Scope

of MDO. The portable magazine will be treated as an intermediate arrangement for a maximum period of three years or any lesser period as approved by the Statutory Authorities from the date of commencement of mining operations. Otherwise, subject to fulfillment of the statutory requirements, the MDO can appoint an agency (valid Form-22 Licenseholder) to meet the blasting requirements with Approval of HPGCL.

- 15.7 Blast hole drilling shall be carried out by the MDO as per the requirements. The MDO shall prepare the bench by deploying adequate dozers, graders and carry out the drilling operations. The MDO shall always deploy adequate supervision personnel for carrying out the drilling & blasting operations.
- 15.8 The MDO shall ensure that the DGMS stipulation in respect of safe drilling and blasting practices, safe handling of explosives etc., are followed. Special care including controlled blasting techniques shall be adopted by the MDO while carrying out blasting near Railway Line/road/the fault zone/waterbody/residential area/any private property and near the boundary of the mines.
- 15.9 If due to any situation, any private property could not be dismantled and is inhabited, controlled blasting shall be carried out by MDO after obtaining Approval from DGMS and other Authorities.
- 15.10 The MDO must ensure that the blasting norms of the DGMS, existing statutes and requirements of Petroleum and Explosive Safety Organization (PESO), Ministry of Commerce & Industry are strictly followed and must give an undertaking in writing that MDO will be held responsible for any such failure to do so.
- 15.11 No separate payment will be made for carrying out these activities under this clause 15 and the quoted Base Mining Charge shall include the same. The Price Variation provided in clause 36.6 of CMA includes the Variation in the cost of Explosives and the Blasting Accessories.

16. Manpower

- 16.1 The MDO shall establish a management team to interface with HPGCL, shall assure that members of the team are qualified and authorized to make decisions related to the Site and are available for communication with HPGCL during all regular business hours for the duration of this Agreement.
- 16.2 The project shall be headed by a Mining engineer with holder of First Class Mines Manager's competency certificate having at least 20 years of experience and shall have the experience in handling Open cast mine of similar capacity.
- 16.3 In Phase-I, the Project Head shall be assisted by a team having previous experience in pre developmental activities like Exploration, obtaining EC & FC, obtaining Mining Plan, Land Acquisition, asset valuation, Rehabilitation and Resettlement, infrastructure development, obtaining statutory clearances/permissions required from State Govt. & Central Govt. and any other statutory bodies till completion of such activities.
- 16.4 In Phase-II, the Project Head shall be assisted by adequate number of competent full-time staff having requisite qualification and experience, comprising of Mining engineers; Mine Planners; Geologists; Environmental specialists; Mechanical engineers; Electrical engineers; Computer & Instrumentation engineers; Surveyors and

her engineers and technicians. Civil engineers shall also be employed for water management, monsoon preparation, construction and maintenance of haul road/ approach road, construction and maintenance of buildings and other infrastructure etc. Besides the Project Head shall be assisted by a team having previous experience in pre developmental activities like Land Acquisition, asset valuation, Rehabilitation and Resettlement. Manpower employed by MDO must be competent and sufficient to undertake this Project and discharge all responsibilities and obligations under this Agreement.

16.5 Besides, MDO shall, maintain a sufficient, competent, permanent, full-time staff at the Site to coordinate and provide general direction of the work and progress of the sub-contractors, if any, at the Site. This shall include the services of supervisors and overmen/foremen/ sirdar, to direct the activities of skilled and unskilled labour, and all other personnel necessary to complete the services envisaged in this Agreement. The MDO shall cause the services to be supervised at all times by competent personnel (Overman/ job superintendent/ supervisor). Instructions given to the MDO's competent personnel or other such personnel by HPGCL shall be just as binding as given directly to the MDO. The number of competent personnel shall be based on the number of excavators deployed, working for sand and coal handling/ Transport and shall be as per DGMS guidelines.

16.6 The MDO shall engage manpower according to the statutory provisions specified in several employment Acts and comply with applicable statutory provisions hereof including legislative amendments as applicable during the Contract Period including but not restricted to the following:

- (a) Mines Act, 1952 (once notified, The Occupational Safety, Health and Working Conditions Code, 2020 and rules framed thereunder)
- (b) Mines Vocational Training Rules, 1966
- (c) Employee's Compensation Act, 2010
- (d) Payment of Bonus Act 1965 and rules framed there under
- (e) Apprentices Act 1961 and rules framed there under
- (f) Contract Labour (Regulation and Abolition) Act, (1970)
- (g) Payment of Wages Act, 1936 and Rules, 1950
- (h) Maternity Benefit Act, 1961
- (i) Employer's liability Act, 1923
- (j) Employment of Children's Act, 1938
- (k) Minimum Wages Act, 1948.
- (l) Mines Rules, 1955
- (m) The Coal Mines Regulation, 2017
- (n) Mines (Rescue) Rule, 1985
- (o) Coal Mines Provident Fund Act, 1948
- (p) Child labour (Prohibition and Regulation) Act, 1986

- (q) The Maternity Benefits (Mines) Rules, 1963
 - (r) Workmen's Compensation Act
 - (s) Workmen's Health Insurance
 - (t) Any other applicable statutory acts
- 16.7 Manual labour shall be minimized by using mechanical equipment wherever possible to complete the work with reasonable degree of task coverage. Other than to cleaning up of spills, no coal shall be mined or loaded manually. The MDO may engage sub-contractors subject to prior approval from HPGCL.
- 16.8 The MDO shall investigate and take appropriate action with respect to any personnel problems brought to its attention by HPGCL. Any employee, including jobs superintendents, proving unsatisfactory to HPGCL, shall be promptly replaced upon request of HPGCL.
- 16.9 The MDO and its Contractors shall provide employment to the Project Affected People (PAP), as per the extant Rehabilitation and Resettlement Policy of the Government of Jharkhand. PAPs and local people shall be given preference in employment by the MDO including MDO's own activities/through their sub-contractors.
- 16.10 The MDO shall impart adequate skill development training to PAPs to be employed by MDO/its sub-contractors. The skill development programme shall be designed to meet the job requirements of MDO and its sub-contractors. This program shall be in addition to other programs as per approved R&R Plan which are likely to be implemented by HPGCL.
- 16.11 As and when vacancies arise i.e., as the mine advances, the MDO shall recruit manpower from the pool of PAPs trained by MDO.
- 16.12 HPGCL will also impart necessary skill development training to PAPs. This will not absolve MDO from its responsibility to impart skill development training for the peripheral community.
- 16.13 The MDO shall provide employment of PAPs by imparting self-employment training. The MDO shall make adequate arrangements for development of entrepreneurship, technical and professional skills for self-employment, under the guidance of the HPGCL. To equip PAPs to start his/her own small enterprise and refine his/her skills to take advantage of new job opportunities, Training on Computer knowledge, Masonary, Plumbing, Electrician, Computer knowledge, Driving etc., shall be planned to be imparted. Suitable training shall be organized at the cost of MDO to upgrade their existing skills for those engaged in traditional occupations/ handicrafts/ handlooms etc. which are likely to be implemented by HPGCL.
- 16.14 The MDO shall engage manpower at its own terms and conditions, provided that this manpower will have no legal right to the employment in either HPGCL at the expiry or Termination of or during the subsistence of the Coal Mining Agreement. The financial, social & legal obligations of the manpower deployed by the MDO or/and its sub-contractors shall at all times be the responsibility of the MDO. HPGCL shall have no liability, whatsoever with regard to the manpower deployed or employed by the MDO within or after the Contract Period.
- 16.15 The MDO and its Contractors shall deploy adequately qualified, skilled and trained manp

over, whom must be imparted periodic training as per existing statutes. Following shall be ensured by the MDO in respect of its personnel employed at the Site:

- (a) The workers engaged by the MDO or its Contractor shall be on its permanent roll and the MDO or its Contractor shall pay all their wages, other dues and benefits, as per prevalent labour laws and directives of Statutory Authorities.
- (b) The MDO's employees shall not enter areas of the Kalyanpur Badalpara Coal Block other than the MDO's work area.
- (c) The MDO's employees shall each wear identification clearly showing the individual's and employer's names. Each employee shall carry identity card issued by MDO.
- (d) The provision of this Agreement relating to the MDO's workers, shall apply to the workers of the Contractor's *mutatis mutandis*.

16.16 Labour Laws

- a) The MDO/its Contractor shall keep all the required records to be maintained under applicable labour laws. HPGCL shall have the right to inspect all such records. The MDO shall rectify any omissions or commissions relating to these records.
- b) The MDO shall be obliged to obtain a license in accordance with terms of the Contract Labour (Regulation and Abolition) Act 1970 from the labour enforcement officer within whose jurisdiction the Site is located. Similarly, HPGCL will obtain similar exemption/license required under Contract Labour (Regulation & Abolition) Act, 1970. The wages recommended by High Powered Committee of CIL shall be implemented by MDO, if directed by the Authorities either to MDO or Principal Employer i.e., HPGCL. The current HPC wages is placed as Annexure-I to the Schedule T. The MDO shall implement the HPC wages as and when the same is revised. For updated details, MDO shall visit <https://www.coalindia.in/info-bank/circulars/wage-board-employees/>
- c) The MDO or its Contractors shall not engage any person of less than 18 years of age.
- d) The MDO or its Contractors shall not pay less than the wages fixed (notified and prevalent during execution of the work for mining activities as per policy decision of the Coal India Limited- High Powered Committee valid from time to time) in respect of employees of different categories of workmen including PAFs/PAP employed by MDO or its Contractors.
- e) The payment of wages to the workers should be made through Bank.
- f) The MDO shall certify all goods now in its possession or in the future furnished to HPGCL pursuant to this Agreement, were and shall be produced in compliance with all applicable Indian labour laws.
- g) The MDO should ensure that before engagement of manpower, they should be VTC trained and submit the Documents I ME, Aadhar Card, Police Verification, Bank account number, any other detail setc.
- h) The MDO or its Contractors shall make necessary payment of the Provident Fund for the workmen employed by them for the work as per the laws preva

iling under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 and CMPS 1998 & Coal Mines Pension (Amendment) Scheme, 2018 as the case may be. The MDO or its Contractors shall regularly

deposit the contribution in accordance with such scheme. HPGCL shall have no liability whatsoever in this regard.

- i) In addition to the above, the MDO or its Contractors shall provide a copy of the updated passbook having entry made in the CMPF or Allied Scheme(s) of Provident fund as the case may be by the Competent Authority annually/as and when asked. The MDO or its Contractors shall also submit copies of statutory returns.
- j) The responsibility of the MDO or its Contractors in respect of all payments to their employees will be complete and absolute. HPGCL shall have no liability whatsoever in this regard and shall be fully indemnified by the MDO or its Contractors against any claim arising out of any non-payment/short payment / Dispute/award.
- k) The MDO or its Contractors shall regularly pay the amount of contribution (i.e. employer's contribution as well as employee's contribution) for all the workers engaged by them for the work under the provisions of Coal Mine Provident Fund and Miscellaneous Provisions Act, 1948 and CMPS 1998 & Coal Mines Pension (Amendment) Scheme, 2018 as the case may be and any other charges on the basis of such contribution for meeting the cost of administering the fund paid. The MDO or its Contractors may recover from their workers, employee's contribution in accordance with the provisions of CMPF, CMPS but shall not recover the employer's contribution or other charges referred to above, from the workers in any manner.
- l) The MDO or its Contractors will arrange their own CMPF Registration No. from the Office of CMPF and make arrangements for depositing the employee's contribution and employer's contribution of CMPF in the CMPF Office regularly.
- m) The MDO or its Contractors will pay Bonus to their workers in accordance with the Payment of Bonus Act, 1965 and as amended from time to time.
- n) The MDO or its Contractors shall arrange treatment facilities to workers and dependents as directed by various statutes.

16.17 Insurance:

16.17.1 The provisions under this clause are in addition to the provisions specified under Article-38 of CMA. The MDO or its Contractors shall take insurance under various acts and accidental Insurance Coverage for all their employees.

The MDO or its Contractors shall at all times during the pendency of the contract indemnify HPGCL against all claims, Damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

16.17.2 The MDO or its Contractors shall pay directly the ex-gratia amount of Rs.15 lakhs or such other amount as decided by HPGCL/ Government

Instrumentalities from time to time to the same dependent of the deceased workmen/employee as per the terms of contract through insurance Company by availing Group Personal Accident Insurance Policy for all their workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursements shall be made on this account by HPGCL.

16.17.3 In order to comply with the above provisions, MDO or its Contractor shall immediately on receipt of LOA/ work order shall obtain group personal accident insurance in respect of the workmen engaged in Project to assure such payment of Rs.15 lakhs in case of death in accident within 30 days. A proof to such effect shall be produced to the satisfaction of the HPGCL before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the MDO or its Contractors.

16.17.4 If the MDO or its Contractors fails to disburse the special Relief/ Ex-gratia within the due date, HPGCL may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the MDO. The MDO or its Contractors shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the Approval of HPGCL and a provision is made to this effect in all the policies.

17. Maintenance of Roads and Working areas:

17.1 The roads, ramps and working areas shall be designed, formed and maintained in such a way that mine can operate throughout the year round including inclement weather conditions and monsoon.

17.2 The MDO shall construct and maintain all haul roads required for the purpose of mining and transportation of coal, OB, minerals other than coal and top soil, and for access to dumps yards and stockyards as may be required and as stipulated in DGMS permission/Mining plan. The roads, ramps and working areas shall be maintained in a schedule similar to the operation of mining Equipment.

17.3 Construction & maintenance of all approach roads to the workshop and other mine facilities shall also be the responsibility of the MDO. The MDO shall also construct & maintain connecting roads and general pit and dump roads as may be required. The haul roads constructed and maintained by the MDO shall have the requisite width, gradient, drainage, signage and other safety measures, as per regulations and in accordance with the guidelines circulated by DGMS and relevant DGMS circulars issued from time to time and other relevant provisions of Coal Mines Regulation 2017.

17.4 Spillage and mud on mine and dump haul roads shall be removed each shift to ensure the lowest reasonable rolling resistance and for long tire life. The frequency of haul road maintenance shall be increased during the wet season to ensure safe operations.

17.5 The MDO shall design and construct any additional access roads as may be required for the development and maintenance of the mine. The MDO shall also be responsible for maintenance of ramps and dozing/grading in the mining area.

17.6 The MDO shall construct safety berms along all bench crests and drop offs in which vehicles could possibly access. The safety berms are to be constructed

inline with acceptable haul road construction standards.

18. Dust Suppression and Water Sprinkling

Water sprinkling shall be done by the MDO in the mine for dust suppression on the haul roads, other roads, face, dumps, coal stockyard(s) to the satisfaction of Mining laws, Environmental Conditions and guidelines of HPGCL. The MDO shall provide newly introduced fog canon and continuously operate sufficient number of water sprinklers of adequate capacity as per the Mining Plan(s) for suppression of dust. The MDO shall also undertake dust suppression at the coal stockyards at the mines.

19. Progressive & Final Mine Closure

- 19.1 The MDO shall be responsible for physical and biological reclamation activities of the mined out areas. The MDO is responsible for backfilling/dumping including re-handling of externally dumped OB, OB dumped in mine advancing side & spreading of top soil and plantation on excavated areas and external/internal dumps for reclamation purposes and to bring back to the state of normal ground/ altered ground in accordance to the Environmental Management Plan/Stipulation of MOEF & CC in granting Environment clearance, Coal Controller Organization and the Mining Plan(s) and to fulfil the Progressive Mine Closure and Final Mine Closure of the approved Mining Plan(s) including Mine closure plan. Re-contouring including re-handling of externally dumped OB, OB dumped in mine advancing side and reclamation/ rehabilitation shall continue concurrent with the mining operations as stipulated in Coal Mining Agreement and/or approved Mining plans(s).
- 19.2 The MDO shall carry out the Progressive or Concurrent Mine closure and Final Mine Closure as per the approved Mining Plan(s) including Mine Closure plan. The Progressive Mine Closure Plan should include various land use activities to be done continuously and sequentially during the entire period of the mining operation, whereas the Final Mine Closure activities shall start towards the end of mine life and may require to be continued even after the reserves are exhausted and/or mining is discontinued till the mining area is restored to an acceptable level by the Coal Controller Organization as per the certification by such Institutes notified by GoI to create a self-sustainable eco-system. The restoration works shall also comply with the stipulations/conditions mentioned in EIA-EMP and Final Environmental clearance.
- 19.3 The MDO shall also plan for accommodating the fly ash generating in the nearby Thermal Power Plants along with the Overburden material while dumping in the Mine void during Progressive/ Final Mine Closure according to the latest fly ash notification, if required by MoEF & CC or any Government Instrumentality or as directed by HPGCL. The implications of such ash dumping in mine void shall be studied by engaging suitable agencies by HPGCL and recommendations of such studies shall be implemented by MDO.
- 19.4 HPGCL will open a fixed deposit Escrow account along with Coal Controller Organization as per the guidelines of Mine Closure Plan issued by MoC. The MDO shall deposit the yearly amount in the Escrow Account. If warranted, HPGCL may deposit the yearly amount in Escrow account and MDO shall deposit such yearly amount with HPGCL prior/well in advance to enable HPGCL to deposit the

same within time in Escrow account. If the MDO fails to deposit at least 15 days before the scheduled date of deposit in Escrow Account, HPGCL may recover the amount from any other amount due and payable to the MDO with applicable interest rates.

- 19.5 The Mine Developer and Operator shall maintain proper records of all costs and expenses incurred by it in relation to the progressive restoration of the Site and upon request from HPGCL, the Mine Developer and Operator shall furnish to HPGCL all details and supporting Documents, as may be necessary or required by HPGCL to seek reimbursement of such costs and expenses from the concerned Government Instrumentalities. Such reimbursement amount released from Escrow account will be paid to the MDO as and when realized by HPGCL.
- 19.6 Implementation of the approved Mine Closure Plan is the sole responsibility of the MDO. Mining is to be carried out in a phased manner initiating afforestation/reclamation work in the mined out area of the first phase while commencing the mining in the second phase i.e., continuation of mining activities from one phase to other indicating the sequence of operations depending on the geo-mining conditions of the mine. As per the Mine Closure guidelines, 50% of the total deposited amount including interest accrued in the Escrow account may be released after every five years in line with the periodic examination of the closure plan as per the guidelines with reference to Mining plans and Mine

Closure plan issued by MoC on 29.05.2020 or such guidelines issued by MoC from time to time. The amount released shall be equal to expenditure incurred on the Progressive Mine Closure in past five years or 50% of the amount deposited including accrued interest whichever is less (The latest guidelines issued by MoC with reference to Mine Closure Plan may please be referred).

- 19.7 The Government may at any time before the closure of the mine may require certain activities to be included in the Mine Closure Plan, which it may consider necessary for the safety and conservation of environment or in compliance with any modification/amendment in the relevant legislation. MDO shall comply with such directives issued by the Government.
- 19.8 HPGCL shall engage the MoC approved third-party agency for auditing/verification of annual Mine closure activities/verification of progressive mine closure plan every five year or at such interval as required by statute. The cost of engaging such agency and all other incidental expenses shall be borne by MDO.
- 19.9 The MDO shall furnish all necessary Documents, records, plans details etc., for compliance of Mine Closure Plan guidelines/approved Mining Plan including Mine Closure Plan. The prime responsibility of mine closure shall be with the MDO and in case the funds deposited in escrow account are found to be insufficient to cover the cost of Final Mine Closure including the areas covered above, the MDO shall undertake the remaining works on its own cost.
- 19.10 After the closure of the mine, the reclaimed leasehold area and any structure thereon, which is not to be utilised by HPGCL shall be surrendered to the State Government by HPGCL as per the laid down procedure in vogue at that point of time.
- 19.11 The MDO shall comply with the directives issued by HPGCL for compliance of guidelines issued by MoC from time to time related with Mine Closure plan/activities.
- 19.12 If the MDO fails to undertake the remaining works related to Mine Closure plan/activities, HPGCL shall undertake the remaining works or any left out works on its own or through any other agency and the cost thereof shall be recovered from the security depositor or any other money due to MDO that HPGCL may deem fit in this regard.
- 19.13 It is responsibility of MDO to obtain "Final Closure certificate" from CCO.
- 19.14 In case, if this Agreement is terminated by HPGCL or in the event of Force Majeure, HPGCL shall compensate the MDO for the amount deposited in the Escrow account as below:
- For the progressive Mine Closure work carried out by MDO, a portion of amount released by CCO will be paid to the MDO after the end five year periods. The

portion of the amount shall be equal to the quantum of work carried out by MDO. The portion of amount shall be based on the assessment of Third party agency (IIT-Kharagpur, ISM, IEST, CMPDI & NEERI as notified by MoC).

In case, if the Termination is on account of Default of the MDO, HPGCL shall not compensate the MDO for the amount deposited in the Escrow account.

- 19.15 The MDO shall submit to HPGCL the annual financial statement of cost incurred towards progressive mine closure activities duly certified by National Environmental Engineering Research Institute (NEERI) or Central Mine Planning & Design Institute Limited (CMPDI) or any other institute as may be notified by the Government for these purposes to an acceptable level by the Coal Controller Organization.
- 19.16 The MDO shall submit to HPGCL quarterly and Yearly reports before the timelines and in the format stipulated by Coal Controller Organization (CCO) for timely submission to CCO.
- 19.17 The MDO shall comply with the requirements of the concerned Authorities to enable HPGCL to claim maximum eligible refund, from Coal Controller Organization.

20. Environment Management

- 20.1 The MDO shall prepare and maintain all relevant statutory records and reports and produce to HPGCL as and when necessary. This includes but not limited to preparation of all reports required as per statutory clearances such as Environmental Clearance, Forest Clearance, Clearance from Central Ground Water Authority, No Objection Certificate (Consent to establish) and Consent to Operate issued from Jharkhand State Pollution Control Board etc., accorded for the Project or to be accorded for the Project.
- 20.2 The MDO shall follow all requirements of the Kalyanpur Badalpara coal Block Environmental Management Plan (EMP) and all statutory requirements of other applicable Governmental regulatory agencies. The MDO shall comply with the all conditions and guidelines imposed or suggested by MoEF & CC at the time of approving the final EMP and subsequently. The MDO shall deploy full time environmental staff for the project. The full-time environmental staff shall make daily field inspections and interact closely with operations personnel. The necessary planning of environmental field activities such as topsoil removal, storage and replacements shall be performed by the environmental staff. The MDO shall perform its work in accordance with all applicable environmental laws, rules, and regulations, and permits in effect at date of this Agreement or obtained subsequently as well as environmental stipulations or requirements of HPGCL. The MDO shall ensure that all plant, Equipment and methods of operation do not have any harmful effect on the environment.
- 20.3 Before the commencement of mining operations, the MDO shall develop an environmental management system which shall have inter alia the following components:
- (a) Comply with applicable environmental laws and regulations
 - (b) Prevention of non-compliant discharges of water and/or air emissions
 - (c) Provide project environmental controls and auditing

- (d) Rehabilitation management plan
- (e) Slope and drainage design; management of top soil
- (f) Implementation of mine closure plan
- (g) Compliance with all authorizations
- (h) Mine water management
- (i) Providing and maintaining water drainage system
- (j) Constructing and maintaining additional contour drains
- (k) Maintaining pumping information systems and meters
- (l) Constructing and maintaining any sediment control dams.

20.4 Monitoring

The MDO is obligated to notify HPGCL immediately and in writing of any environmental, regulatory, permitting, compliance or performance issues of which it is or becomes aware during the normal course of performance of Work under this Agreement. The MDO shall generate such data and furnish such data along with reports in formats prescribed by law, to HPGCL. The MDO shall provide for regular, consistent, and documented monitoring of Site environmental conditions and control necessary for the protection of the environment and meet all regulatory permit and license conditions and requirements. The MDO shall restore such issues to normalcy in the least possible time as determined by Independent Engineer or HPGCL.

20.5 Environmental Regulations

The MDO shall conduct mining operations strictly in accordance with all of the requirements of the approved EMP, Conditions stipulated in EC and FC of Kalyanpur Badalpara coal Block, all applicable notifications/ guidelines issued by MoEF & CC, SPCB/ CPCB etc.

20.6 Top Soil

- 20.6.1 Top soil and subsoil shall be stockpiled separately from the OB dump at a minimum distance of 500m (or any other distance approved by HPGCL) to ensure that such soil is not contaminated by the OB dumps. An access to & from the Top soil and subsoil dump shall be available at all times. The top soil and subsoil management by the MDO shall aim to recover as much soil as possible and minimize wastage of soil. A separate monthly/ daily report should be maintained regarding removal, stacking & use of top soil and subsoil.
- 20.6.2 Top soil shall be excavated, hauled and placed on mined-out regraded areas or stockpiled at a location mutually determined by HPGCL and the MDO as per approved Mining plan(s).
- 20.6.3 Stockpiles shall be established in accordance with the approved Mining plan(s), EIA/EMP and applicable statutes/ regulations. Top soil shall be stripped to the depth specified in the approved mining plan(s) or as per the results of scientific investigations like soil testing, fertility test etc., to be conducted by the MDO and as mutually agreed with HPGCL.
- 20.6.4 HPGCL may request the MDO to clear land and remove top soil ahead of

the advancement of mining operations to such areas. Topsoil shall be treated as required by HPGCL to promote vegetation growth.

20.6.5 The MDO shall promptly seed, plug or plant vegetation on newly top soiled areas as directed by HPGCL.

20.6.6 The MDO shall initially seed and plant areas to minimize erosion and establish vegetative cover as directed in the mine and environmental plans. The MDO shall take all steps to conserve the topsoil keeping in mind its shelf life and its gainful reuse.

20.7 Water Management

The MDO shall manage surface water and ground water in accordance with the approved EMP and as per the conditions imposed by environmental Authorities. This shall require:

(i) Construction of sedimentation ponds at strategic locations (Overburden dumps, mine infrastructure, coal stockyards, mine pit etc.) to suitably treat the water prior to discharge off the Site.

(ii) Where appropriate, construction of ditches to intercept and divert runoff water before it enters the Site.

(iii) Construction of ETP and STP wherever required and as directed by HPGCL.

20.8 Hazardous Materials

20.8.1 The MDO shall have no obligation to contain, abate, or dispose of any hazardous or toxic wastes found on the Site which were present on the Site at the date the MDO takes possession thereof irrespective of the date of discovery. The MDO shall promptly notify HPGCL of any such materials found on the Site.

20.8.2 In addition to requirements concerning hazardous materials found elsewhere in this Agreement, the MDO shall keep HPGCL informed, in writing, regarding:

(a) the types, quantities and uses of all hazardous materials the MDO shall have on Site,

(b) the types and quantities of all hazardous wastes the MDO shall generate on Site, and

(c) the MDO's safety Programme for storing, handling and disposing of such materials in a safe, secure, and legal manner in compliance with all current laws, rules and regulations. Safety data sheets on each hazardous material brought on the Site shall be given to HPGCL within one month of bringing such materials.

20.9 Wildlife and Vegetation Preservation

The MDO shall provide instructions and briefings to all personnel to prevent hunting and unnecessary losses of wildlife and vegetation. No camping or open fire shall be permitted on Site without special written permission from HPGCL/ Concerned Govt. Authorities. Access road speed limits must be obeyed to minimize road kill. No vehicles shall be driven off established roads other than for occasional use directly for Project purposes. In such cases, off-track travel shall not use previously used tracks thus minimizing vegetation damage. The MDO shall provide suitable fencing around the mining area so as to prevent entry or inadvertent falling of animals into the mine.

20.10 Sustainable Development: Post-Mine Land Use

HPGCL intends to minimize the environmental impact of Kalyanpur Badalpara coal Block. The MDO shall comply with the stipulations of Environment clearance and try to return the completed and re-topsoiled Overburden dumps for beneficial use as per approved EIA/EMP.

21. Nala diversion study and Diversion of Nala:

Within Kalyanpur Badalpara Coal block, Nalas namely Dwarka with distributaries are flowing. It needs to be diverted/ recoured during the course of mining by the MDO.

The MDO shall carry out a detailed Nala diversion study as required by Irrigation department, Water resource department, State/Central Authorities for diversion of Nalas flowing in the coal block area. The study shall be carried out by engaging a reputed agency recognized by State/ Central Government/ approving Authority of such diversion study & report.

The MDO shall undertake diversion of Nala and construct road over embankment as per approved Nala diversion study and as per requirements of HPGCL.

The MDO shall be responsible for coordinating, liaison with neighboring coal blocks, State Government etc., for identification of diversion route, finalising diversion scheme and related activities which are required for diversion of Nalas.

The MDO shall prepare and submit all the Drawings & necessary Documents for the purpose of Nala diversion.

The brief Scope of work is given below:

- i. If directed by EAC/Jharkhand Govt. Authorities, obtaining clearance of nala diversion from Chief Engineer, Water Resources department, Jharkhand
- ii. Conducting Nala diversion study by Central Water and Power Research Station (CWPRS), Pune or such other authorised agencies as directed by EAC/Jharkhand Govt. Authorities and preparation of diversion scheme/plan
- iii. Taking clearance/Approval of diversion scheme/plan from Water Resources department, Jharkhand or such other Govt Authorities
- iv. Carrying out Nala diversion as per the clearances/Approvals obtained along with any incidental work related with such diversion as per the condition imposed in such clearances/Approvals

The detailed Scope of work may include:

21.1 The detailed Scope of work for preparation of diversion scheme/plan:

- i. Review and analysis of available information in the form of reports, meteorological and hydrological data/ discharged data, literature, toposheets, contour plans, satellite images etc. to study topography and hydrology of the area surrounding the proposed coal block.
- ii. Analysis of Hydrometeorological data of catchment area of the nala
- iii. Estimation of the flood hydrographs/Peak discharge considering rainfall design.
- iv. Preparation of diversion scheme
- v. Assessment of the diversion scheme for the nala and its distributaries
- vi. Routing of derived maximum flood for a given return period through

the existing stream networks

- vii. Routing of derived maximum flood through proposed diversion of nala considering suitable cross sections to maintain the hydrologic and hydraulic prerequisites of upstream and downstream of diversion.
 - viii. Estimation of water surface profile and discharge of nala upto 2 km upstream/downstream of the block boundary for pre and post diversion scenario
 - ix. Carrying out any other study as specified by Water Resources department, Jharkhand or such other Govt. Authorities
 - x. Preparation of nala diversion scheme/plan as specified by Water Resources department, Jharkhand or such other Govt. Authorities
- 21.2 Submission of report/schemes/plans to Water Resources department, Jharkhand or such other Govt. Authorities along with any other report/schemes/plans as specified by Govt. Authority.
- 21.3 Obtaining clearance/Approval of nala diversion scheme/plan from Water Resources department, Jharkhand or such other Govt. Authorities.
- 21.4 Diversion of nala as per the diversion scheme/plan approved by Water Resources department, Jharkhand or such other Govt. Authorities.
- 21.5 All the cost related with preparation of studies/scheme/plan, submission of report/scheme/plan, Approval of such report/scheme/plan and diversion of nala along with its distributaries as per diversion scheme/plan will be borne by the MDO and shall be included in the Base Mining Charge.
- 21.6 The MDO shall comply with all the conditions imposed by Water Resources department, Jharkhand or such other Govt. Authorities at its own cost and expenses for diversion of nala along with distributaries.

Annexure-lof ScheduleT

कोल इंडिया लिमिटेड
(महारत्न कंपनी)
(भारत सरकार का उपक्रम)
"कोल भवन"
प्रेमइज नं. 04,
एमएआर प्लॉट नं. ए एफ-III
एक्शन एरिया-1ए, न्यू टाउन, राजारहट
कोलकाता-700 156 (पश्चिम बंगाल)
दूरभाष सं: 033 2324 6536
फैक्स सं: 033 2324 6527
वेबसाइट: www.coalindia.in



Coal India Limited

(A MAHARATNA COMPANY)

A Govt. of India Enterprise

"Coal Bhawan"

Premises No. 04, MAR Plot No. AF-III

Action Area-1A, New Town, Rajarhat

Kolkata-700156 (West Bengal)

Phone: 033 2324 6536

Fax: 033 2324 6527

Website: www.coalindia.in

(An ISO 9001:2015, ISO 14001:2015 and ISO 50001:2011 Certified Company)

क्रमांक: CIL/C-5B/JBCCI/JC/VDA/39

दिनांक: 28.04.2023

कार्यालय आदेश

सेवा मे,

The Chairman-cum-Managing Director,	ECL,	Sactoria
The Chairman-cum-Managing Director,	BCCL,	Dhanbad
The Chairman-cum-Managing Director,	CCL,	Ranchi
The Chairman-cum-Managing Director,	WCL,	Nagpur
The Chairman-cum-Managing Director,	SECL,	Bilaspur
The Chairman-cum-Managing Director,	NCL,	Singrauli
The Chairman-cum-Managing Director,	MCL,	Sambalpur
The Chairman-cum-Managing Director,	CMPDIL,	Ranchi

विषय: Revised Rate of VDA for the Contractors' Workers as per the Recommendations of the Joint Committee w.e.f. 01.04.2023

The Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India vide Order F. No.: 1/5(2)/2022-LS-II dated 03.04.2023 intimated the rate of Variable Dearness Allowance on the basis of average Consumer Price Index number for the preceding period of six months ending on 31.12.2022 reaching 378.58 from 365.76 for Industrial Workers.

Accordingly, in terms of clause (3) of Recommendations of the Joint Committee, the rates of Variable Dearness Allowance payable per day w.e.f. 01.04.2023 (i.e. from 01.04.2023 to 30.09.2023) would be as under: -

Categories of employees	Rounded Off VDA (Rs.)
Unskilled	255.00
Semi-Skilled/ Unskilled Supervisory	265.00
Skilled	275.00
Highly Skilled	284.00

Therefore, the Rate of Wages showing the Basic Rates and Variable Dearness Allowance payable w.e.f. 01.04.2023 (i.e. from 01.04.2023 to 30.09.2023) will be as under: -

Categories of employees	Basic Rate of Wages (Rs.) Per Day	VDA (Rs.) Per Day	Rate of Wage including VDA (Rs.) Per Day w.e.f. 01.04.2023
Unskilled	787.00	255.00	1042.00
Semi-Skilled/ Unskilled Supervisory	817.00	265.00	1082.00
Skilled	847.00	275.00	1122.00
Highly Skilled	877.00	284.00	1161.00

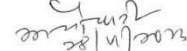
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Other terms and conditions mentioned in the Office Order Ref. No.: CIL/C-5B/JBCCI/JC Wages/995 dated 09/10/2018 and Recommendations dated 04.09.2018 of the Joint Committee shall remain the same.

It is requested to take necessary action to implement the same.

This is being issued with the approval of the Competent Authority.


28/10/2018
(ए के चौधरी)

कार्यकारी निदेशक (कार्मिक)/
विभागाध्यक्ष (श्र.श. एवं औ.सं.)

वितरण (ईमेल द्वारा):-

1. Director (Personnel & IR)/Director (Technical)/ Director (Finance)/Director (Marketing), CIL, Kolkata
2. Director (Personnel) - ECL/BCCL/CCL/WCL/SECL/NCL/MCL
3. Director (Finance)- ECL/BCCL/CCL/WCL/SECL/NCL/MCL
4. Director (T/CRD), CMPDIL, Ranchi.
5. Chief Vigilance Officer, CIL, Kolkata.
6. ED (Coordination)/TS to Chairman, CIL, Kolkata
7. Executive Director (Finance), CIL, Kolkata
8. General Manager, NEC, Assam
9. General Manager (Admin.)/General Manager (Civil), CIL, Kolkata
10. General Manager (CMC), CIL, Kolkata
11. General Manager (System), CIL with a request to upload the O/O on Website of CIL

Schedule-U

DetailsofExistingData/ReportsavailablewithM/sHPGCL

Final Report on Regional Exploration for Coal by drilling in the kalyanpur-Murgadangal-Daldali Block in Brahmani Southern extension area of Rajmahal Coalfields, Dumka District, by GSI, 1992.