

Through Email/SPEED POST/Website of Ministry of Coal

File No NA-203/11/2022-NA

Government of India

Ministry of Coal

Nominated Authority

Room No. 120, "F" Wing, Shastri Bhawan,
New Delhi, Dated: November 28, 2023

To,
The Pay & Accounts Officer,
PAO, Ministry of Coal,
Trikoote II, Bhikaji Cama Place,
R.K. Puram, New Delhi
110066.

Subject: E-Payment of compensation towards Cost of Geological Reports (GR) & Cost of Consents (CC) payable to the prior allottees, M/s Bhushan Power and Steel Limited (Formerly M/s Bhushan Limited) and M/s Shri Mahavir Ferro Alloys Pvt Limited (SMFAPL) with respect to Bijahan coal mine.

Ref: 1) Final Compensation Order dated 03.11.2023

2) Agreement dated January 30, 2007 b/w M/s BPSL and M/s SMFAPL

Sir/Madam,

I am directed to convey the sanction of the President for E-Payment of a sum of **INR 4,90,18,330.00/-** (INR Four Crore Ninety Lakh Eighteen Thousand Three Hundred and Thirty only) to the prior allottee, M/s Bhushan Power and Steel Limited (BPSL) under the provisions of the Coal Mines (Special Provisions) Act, 2015 by the Coal Controller in his capacity as 'Commissioner of Payments' towards Cost of Geological Report (GR) **INR 4,90,18,330.00/-** and for Cost of Consents (CC) **INR NIL**. It is stated that the above mentioned amount is a part of Fixed Amount deposited by the Successful Bidder of coal mine.

2. It is pertinent to mention that, M/s Bhushan Power and Steel Limited (BPSL) have submitted a bipartite agreement executed on January 30, 2007, between M/s BPSL (the leader company) and M/s MFAPL (the associate company). The agreement stipulates that the mining lease will be issued in the name of M/s BPSL and all mining operations & investments shall be carried out by the leader company. Additionally, M/s MFAPL, the associate company, will have no role in the development of the coal block or coal production, except for their participation in sharing the

coal produced. Therefore, all compensation for GR & CC shall be disbursed to M/s Bhushan Power & Steel Ltd.

3. The aforesaid amount may be transferred through E-Payment to the prior Allottee M/s Bhushan Power and Steel Limited (BPSL) under the provisions of Section 15 (1) of the Coal Mines (Special Provisions) Act, 2015.

4. The expenditure on this account is debited to the Head **8443.00.117.03.04.00**.

5. This issue with the approval of Integrated Finance Division, Ministry of Coal vide note no # 55 dated 24.11.2023 of file no NA-203/11/2022-NA , Computer No: 354486.

Yours faithfully,



(Ajitesh Kumar)

Director to the Government of India

Copy to:

1. **The Coal Controller in the capacity as Commissioner of Payments,**

Coal Controller Organization, Scope Minar, 5th Floor, Core-II, Laxmi Nagar Delhi-110092 – for further disbursement under the provisions of the Coal Mines (Special Provisions) Act, 2015 to the prior allocattee within ten days of the transfer of above amount from PAO. It may be ensured that Payment is made to the prior allottee company as per the said Act. Further, an affidavit in the prescribed format (**Annexure-I**) may also be obtained from the claimant prior to disbursal.

2. **CMD, CMPDI**, Kanke Road, Ranchi

3. **US (IFD)**, Ministry of Coal.

4. **US (P&S section)**, Ministry of Coal.

5. **DDO**, Nominated Authority.

6. (**Prior Allottees**):- i) The Managing Director, M/s Bhushan Power & Steel Ltd., F Block, 1st Floor, International Trade Tower, Nehru Place, New Delhi-110019.

ii) The Managing Director, Shri Mahavir Ferro Alloys Pvt Limited, Kalunga Industrial Estate, Kalunga, Rourkela, Sundargarh, Odisha 770031.

7. (**Successful Allottee**):- The Managing Director, M/s Mahanadi Mines and Minerals Private Limited, Adani Corporate House, Shantigram, Near Vaishno Devi Circle, Sg Highway, Khodiyar, Ahamedabad, Gujarat 382421, India.

8. **TD, NIC**: for uploading on the Website of Ministry of Coal.

(Annexure I)

(To be stamped in accordance with the relevant Stamp Act and duly sworn before Notary Public)

**UNDERTAKING FOR RECEIVING THE AMOUNT TOWARDS COST OF
GEOLOGICAL REPORTS (GR) AND COST OF CONSENTS (CC)**

I, _____ aged _____ years, resident of _____ working as _____ an authorized signatory on behalf of _____ (name of Prior Allottee) hereby states as under:

1. That I am the Authorised Signatory of the Prior Allottee. I am conversant with facts and circumstances surrounding the subject of this Undertaking and have been authorized to undertake the same.

2. That M/s. _____ is/are the Prior Allottee (s) of the _____ (the "Coal Mine") in terms of the Coal Mines (Special Provisions) Act, 2015 (the "Act")/successor-in-interest of the Prior Allottee of the Coal Mine. As such the Prior Allottee is entitled to receive compensation on account of Cost of Geological Reports (GR) & Cost of Consents (CC).

OR

2. That the Mining Lease for the Coal Mine has been executed in favour of M/s. _____ and therefore by virtue of the provisions of the Coal Mines (Special Provisions) Act, 2015 (the "Act"), M/s. _____ is/are deemed to be the Prior Allottee (s) of the _____ (the "Coal Mine")/ successor-in-interest of the Prior Allottee of the Coal Mine. As such the Prior Allottee is entitled to receive compensation on account of Cost of Geological Reports (GR) & Cost of Consents (CC) obtained. [Applicable in case where Mining Lease had been executed in favour of third party Delete the clause whichever is not applicable.]

3. That M/s. _____ has been authorised by the other Joint Prior Allottee (s)/Joint Venture Partners to obtain the claim on behalf of it. A "No Objection Certificate" from the Joint Prior Allottee (s)/Joint Venture Partners in this regard is enclosed herewith for record.

4. That the Prior Allottee (s) has incurred the Cost of Geological Reports (GR) & Cost of Consents (CC) for _____ coal mine and is entitled to get refund of the same. The details of account for this purpose is as under: Name of the Account holder company _____ Name of the Bank/Branch _____ MICR _____ IFSC _____ File No NA-203/11/2022-NA

5. That the Prior Allottee (s) indemnifies the Nominated Authority &/or the Central Government against any liability, cost, damages or losses in relation to the disbursement.

6. That the Prior Allottee (s) also undertakes that it is liable to return the amount disbursed to it, in case above cost (part or in full) is claimed and established by any other party.

7. That nothing has been concealed in the information submitted as mentioned above.

Solemnly affirmed and verified on this _____ day of _____ (month) 2023 at (place).

(Signature)
Deponent-Authorised Signatory
(Name, Designation & Seal)

VERIFICATION

I, _____ aged _____ years, resident of _____ working as _____ an authorized signatory on behalf of _____ (name of Prior Allottee) do hereby solemnly declare that what is stated in paragraphs 1 to 7 above is on the basis of the books and records of the Prior Allottee, and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at _____ day of _____ (month) 2023 at (place).

(Signature)
Deponent-Authorised Signatory
(Name, Designation & Seal)