

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY

COMMISSION, NEW DELHI

PETITION NO.....

IN THE MATTER OF : Petition Under Section 62 and 79 (1) (a) of the Electricity Act, 2003 read with Chapter-V of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 and Chapter-3, Regulation-9 of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 for approval of input price of coal supplied from **Pakri Barwadih mine for the period from date of commercial operation i.e. 01.04.2019 to 31.03.2024.**

AND

IN THE MATTER OF

NTPC Ltd.

.....Petitioner

Vs.

Bihar State Power Holding Company Ltd (BSPHCL) & Ors.

.....Respondents

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PETITIONER

NTPC Bhawan,

Core-7, Scope Complex

7, Institutional Area, Lodhi Road

New Delhi-110 003.

Place: New Delhi

Date: 06.12.2021

मनोज कुमार शर्मा/MANOJ KUMAR SHARMA
उप महाप्रबन्धक (वाणिज्यिक)
Dy. General Manager (Commercial)
एनटीपीसी लिमिटेड/NTPC Limited
कोर-5, चतुर्थ तल/Core-5, 4th Floor
7, स्कोप कॉम्प्लेक्स/7, SCOPE Complex
लोधी रोड, नई दिल्ली-3/Lodhi Road, New Delhi-3

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO.....

IN THE MATTER : Petition Under Section 62 and 79 (1) (a) of the
OF Electricity Act, 2003 read with Chapter-V of the
Central Electricity Regulatory Commission
(Conduct of Business) Regulations, 1999 and
Chapter-3, Regulation-9 of Central Electricity
Regulatory Commission (Terms and Conditions of
Tariff) Regulations, 2019 for approval of input price
of coal supplied from Pakri Barwadih mine **for the
period from date of commercial operation i.e.
01.04.2019 to 31.03.2024.**

**AND
IN THE MATTER
OF**

Petitioner: : NTPC Ltd.
NTPC Bhawan
Core-7, Scope Complex
7, Institutional Area, Lodhi Road
New Delhi-110 003.

Respondents

1. Bihar State Power Holding Company Ltd (BSPHCL),
Vidyut Bhawan, Bailey Road
Patna - 800001.
2. North Bihar Power Distribution Company Ltd.,
Vidyut Bhawan, Bailey Road
Patna 800 001
3. South Bihar Power Distribution Company Ltd.,
Vidyut Bhawan, Bailey Road
Patna 800 001

- 4.** Jharkhand Bijlee Vitaran Nigam Ltd.,
Engineering Building, HEC Township,
Dhurwa, Ranchi – 834 004
- 5.** GRIDCO Ltd.,
Janpath,
Bhubaneshwar – 751 022
- 6** West Bengal State Electricity Distribution Company
Ltd.,
Vidyut Bhawan, Bidhannagar, Block DJ,
Sector-II, Salt Lake City,
Kolkata – 700 091
- 7** Power Department,
Govt. of Sikkim,
Kazi Road, Gangtok, Sikkim – 737 101
- 8** Assam Power Distribution Company Ltd
Bijulee Bhawan, Paltan Bazar,
Guwahati – 782 001
- 9** Meghalaya Energy Corporation Ltd
Short Round Road,
Shillong – 793 001
- 10** Department of Power
Government of Arunachal Pradesh
Itanagar
- 11** Power and Electricity Department
Govt. of Mizoram
Aizawal 796001
- 12** Manipur State Power Distribution Company Ltd.
Khwai Bazar, Keishampat
Imphal 795001
- 13** Department of Power
Govt of Nagaland,
Kohima
- 14** Tripura State Electricity Corporation Limited
Bidyut Bhawan, North Banamalipur
Agartala – 700 001

- 15** Uttar Pradesh Power Corporation Ltd.
Shakti Bhawan, 14, Ashok Marg,
Lucknow, UP, India.
- 16** Rajasthan Urja Vikas Nigam Limited (RUVNL)
Vidyut Bhawan, Janpath,
Jaipur – 302 005 (Rajasthan)
(On Behalf of Discoms of Rajasthan)
- 17** Tata Power Delhi Distribution Limited,
NDPL House, Hudson Lines
Kingsway Camp
Delhi-110 009
- 18** BSES Rajdhani Power Limited,
BSES Bhawan, 2nd Floor, B-Block,
Behind Nehru Place Bus Terminal,
Nehru Place, New Delhi – 110019
- 19** BSES Yamuna Power Limited,
2nd Floor, B Block, Shakti Kiran Building,
Near Karkardooma Court,
New Delhi – 110092
- 20** Haryana Power Purchase Centre,
Shakti Bhawan, Energy Exchange,
Room No. 446, Top Floor, Sector-6,
Panchkula- 134 109
- 21** Punjab State Power Corporation Limited,
The Mall, Patiala-147001
- 22** Himachal Pradesh State Electricity Board,
Vidyut Bhawan,
Kumar House Complex Building II,
Shimla – 171004
- 23** Power Development Department, Govt. of J&K,
SLDC Building, Ist Floor,
Gladani Power House,
Narwal, Jammu -190 009
- 24** Power Department (Union Territory of Chandigarh),
Sector 9-D, UT,
Chandigarh-160019

- 25 Uttarakhand Power Corporation Limited,
Urja Bhawan, Kanwali Road,
Near BalliWalaChowk, Dehradun -248001
- 26 Madhya Pradesh Power Management Company
Limited (MPPMCL)
Block No-11, Ground floor,
Shakti Bhawan, Vidhyut Nagar, Rampur,
Jabalpur-482008
Madhya Pradesh
- 27 Maharashtra State Electricity Distribution Company
Limited (MSEDCL)
Prakashgad, 4th Floor, Bandra (East),
Mumbai – 400051
- 28 Gujarat Urja Vikas Nigam limited (GUVNL)
Vidhyut Bhawan, Race Course,
Vadodara – 390 007
- 29 Chhattisgarh State Power Distribution Company
Limited (CSPDCL)
P.O Sunder Nagar, Dangania,
Raipur–492013,
Chhattisgarh
- 30 Goa Electricity Department (ED), Govt. of Goa
Aquem Alto, Margao, Goa – 403601
- 31 Electricity Department,
Administration of Daman and Diu
Plot No. 35, OIDC Complex,
Near Fire Station, Somnath,
Daman – 396210
- 32 Electricity Department Dadar and Nagar Haveli
66kV, Amla Ind. Estate,
Silvassa – 396230,
Dadar Nagar Haveli
- 33 AP Eastern Power Distribution Company Ltd.
P&T Colony, Seethmmadhara,
Vishakapatnam,
Andhra Pradesh – 530013

- 34 AP Southern Power Distribution Company Ltd.
Srinivassa Kalyana Mandapam Backside,
Tiruchanoor Road, Kesavayana Gunta,
Tirupati- 517501
- 35 Telangana State Northern Power Distribution
Company Ltd.
H. No 2-5-31/2, Vidyut Bhavan, Nakkalagutta,
Hanamkonda, Warangal-506004
- 36 Telangana State Southern Power Distribution
Company Ltd.
Mint Compound, Hyderabad-500063
- 37 Electricity Department,
Govt. of Pondicherry,
137, Nethaji Subhash Chandra Bose Salai,
Pondicherry – 605 001
- 38 Tamil Nadu Generation and Distribution Corporation
Ltd.
NPKRR
Maaligai, 144, Anna Salai, Chennai-600 002
- 39 Kerala State Electricity Board
Vaidyuthi Bhavanam,
Pattom, Trivandrum – 695 004, Kerala
- 40 Bangalore Electricity Supply Company
K.R. Circle, Bangalore-506001 Karnataka
- 41 Mangalore Electricity Supply Company
Paradigm Plaza, AB Shetty Circle, Mangalore-575001
- 42 Chamundeshwari Electricity Supply Corporation
927, L J Avenue, GF,
New Kantharaj Urs Road, Saraswatipuram, Mysore-
570009
- 43 Gulbarga Electricity Supply Corporation Station
Road, Gulbarga, Karnataka-585 102
- 44 Hubli Electricity Supply Company
Navanagar,
PB Road, Hubli, Karnataka- 580 025

The Petitioner humbly states that:

- 1) The Petitioner herein NTPC Ltd. (hereinafter referred to as '**Petitioner**' or '**NTPC**'), is a company incorporated under provisions of the Company Act, 1956 and a Government Company as defined under Section 2(45) of the Companies Act, 2013. Further, NTPC is a 'Generating Company' as defined under Section 2(28) of the Electricity Act, 2003.
- 2) In terms of Section 79(1)(a) of Electricity Act, 2003, the Hon'ble Commission has been vested with the functions to regulate the tariff of NTPC, being a Generating Company owned and controlled by the Central Government. The tariff of NTPC is regulated in terms of Section 79(1)(a) read with Section 61, 62 and 64 of the Electricity Act, 2003 and the Regulations notified by the Hon'ble Commission in exercise of powers under Section 178 read with Section 61 of the Electricity Act, 2003.
- 3) It is submitted that integrated coal mines have been allocated to NTPC for specified end use generating stations, whose tariff is determined by the Hon'ble Commission under Section 62 of the Act. Pakri Barwadih is one such coal mine, located in Hazaribagh district of Jharkhand State, which has been allocated to NTPC as a basket coal mine. Coal from Pakri Barwadih mine can be supplied to any plant of NTPC wherever need is felt.
- 4) The Hon'ble Commission has notified the Central Electricity Regulatory Commission (Terms & Conditions of Tariff) Regulations, 2019 (hereinafter 'Tariff Regulations 2019') which came into force from 01.04.2019, specifying the terms & conditions and methodology of tariff determination for the period 01.04.2019 to 31.03.2024. Further, on 19.02.2021, this Hon'ble Commission notified the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) (Second

Amendment) Regulations, 2021, which stipulates the terms and conditions for determination of input price of coal supplied from integrated mines to the linked generating stations.

- 5) Clause 1(a) of Regulation 2 of Tariff Regulations 2019, as amended, provides as under:

“(1a) These regulations shall apply in all cases where a generating company has the arrangement for supply of coal or lignite from the integrated mine(s) allocated to it, for one or more of its specified end use generating stations, whose tariff is required to be determined by the Commission under section 62 of the Act read with section 79 thereof.”

- 6) Regulation 9(4) of Tariff Regulations 2019, as amended, provides as follows:

“(4) Where the generating company has the arrangement for supply of coal or lignite from an integrated mine(s) to one or more of its generating stations, the generating company shall file a petition for determination of the input price for determining the energy charge along with the tariff petitions for one or more generating stations in accordance with the provision of Chapter 9 of these regulations.

Provided that a generating company with integrated mine(s) shall file a petition for determination of input price of coal or lignite from the integrated mine(s) not later than 60 days from the date of commercial operation of the integrated mine(s) or from the date of notification of these regulations, whichever is later and may also seek determination or revision

of tariff of the concerned generating station(s) in accordance with these regulations.”

- 7) In terms of above-referred regulation, the Petitioner is filing the present petition for determination of input price of coal supplied from Pakri Barwadih mine for the period from 01.04.2019 to 31.03.2024 as per the Tariff Regulations 2019, as amended.
- 8) It is submitted that Regulation 9(4) requires that the present petition should be filed not later than 60 days from the date of commercial operation of the integrated mine(s) or from the date of notification of these regulations, whichever is later. In this regard, it is pertinent to state that as per Regulation 1(2) of the second amendment to Tariff Regulation 2019, the Regulations shall come into force from the date of notification of these Regulations in official Gazette. The date of notification of these Regulations in official Gazette is 13.09.2021. A copy of the Gazette notification of the second amendment to Tariff Regulation 2019 dated 13.09.2021 is marked and annexed as **Annexure P-1**.
- 9) It is submitted that during the COVID 19 pandemic, many NTPC offices were closed in compliance to the directions of various state governments which has severely affected the processes directly related to filing of input price determination petitions. Further, NTPC lost many of its employees due to COVID 19 infection, including some executives involved in coal mining related activities. Therefore, there is some delay in filing of instant petition. Hon’ble Commission may be pleased to condone the delay in filing the petition.

Re: Factual Background about the Pakri Barwadih Mine

- 10) It is submitted that Pakri Barwadih coal block was allotted to NTPC by Ministry of Coal, GoI (MoC) vide order no 13016/29/2003-CA dated 11.10.2004 as basket source for NTPC power plants. Copy of allotment order dated 11.10.2004 is attached as **Annexure P-2**.
- 11) It is submitted that mine plan for the Pakri Barwadih coal block (West & East) was approved by MoC, GoI for peak rated capacity of 15 MTPA in Aug 2006. However, some part of coal mine, namely North Western part was not covered in this mining plan as the same was unexplored till that time.
- 12) The investment approval of the Pakri Barwadih Coal Mine project was accorded by NTPC Board at its 360th meeting held on 12.11.2010 at a project cost of Rs. 3193.86 Crs as of price level of 1st Qtr 2010 for 15 MTPA capacity. A copy of the NTPC Board approval is enclosed at **Annexure P-3**.
- 13) Subsequently, detailed exploration of North Western part was carried out by Mineral Exploration Corporation Limited (MECL) and Geological report was submitted on 30th October 2012. Based on the same, mining plan for North Western part with peak capacity of 3 MTPA was submitted to MoC on 07.07.2013.
- 14) Combined revised mining plan of Pakri Barwadih West & East and North Western part after incorporating observations of MoC was submitted vide letter dtd 03.04.2015.
- 15) On 30.09.2015, the Mine Developer and Operator (MDO) for development of mine was appointed with the permission of MoC pending approval of revised mine plan so as to expedite the production of coal.

- 16) The revised mine plan of Pakri Barwadih mine was approved in January 2016 with revised peak rated capacity of 18 MTPA.
- 17) It is submitted that the present petition is being filed in respect of Pakri Barwadih West & East (hereinafter referred as 'Pakri Barwadih') having peak capacity of 15 MTPA. Petition for Pakri Barwadih- North West having 3 MTPA capacity shall be filed separately.
- 18) For acquisition of land, compensation package for Pakri Barwadih mine was approved by Govt of Jharkhand in Feb 2013. Subsequently, in view of demand of the project affected persons for increased compensation, revised Compensation cum R&R package was approved by Jharkhand administration in March 2015. Revised compensation packages were approved by NTPC board as and when these were cleared by Govt of Jharkhand. Copies of board approvals in this regard attached as **Annexure P-4**. With the revised compensation package, overall approved project cost of Pakri Barwadih mining project is Rs.5044.60 Crs.
- 19) The mine touched coal on 07.12.2016 and CoD of mine was declared on 01.04.2019. Approval of commercial operation declaration of Pakri Barwadih mine by NTPC Board and communication to National Stock Exchange and Bombay Stock Exchange in regard to declaration of commercial operation of Pakri Barwadih mine are attached as **Annexure P-5**. It is relevant to point out that there was no regulation in force at the time which occupied the field for input price of coal from integrated mines as the Second Amendment to the Tariff Regulations 2019 were notified only on 13.09.2021. Therefore, the CoD of the Mine was declared in terms of internal procedures of NTPC in this regard.

20) Delay in Land acquisition for Pakri Barwadih Mine Project that led to delay in achieving the Commercial operation for the Mine:

It is submitted that despite best possible efforts by NTPC, there had been delay in achieving the Commercial Operation for the Pakri Barwadih Coal Mine Project (“Project) due to the reasons enumerated as under:

- i. It is submitted that land holding of 2520 hectares out of 4695 hectares in Project is privately-owned land and there has been robust resistance from villagers against acquisition of private land right since inception of the Project.
- ii. For acquisition of land, in consultation with the project affected families (PAF), a Rehabilitation Action Plan (RAP) is formulated for the projects in a consultive manner through Village Development Advisory Committee (VDAC), in terms of National Policy on Resettlement and Rehabilitation of Project Affected Families-2003 (NPRR 2003) issued by Ministry of Rural Development, Department of Land Resources, Government of India and NTPC’s Resettlement & Rehabilitation (R&R) policy. VDAC is constituted by the State Government under the chairmanship of District Collector (DC) or his representative and has members among others representative of PAFs, State Government and NTPC.
- iii. In case of Pakri Barwadih, VDACS were constituted by the Hazaribagh District Authorities vide order no 2697 dtd 31.07.2006. Copy of the order is attached as **Annexure P-6**.
- iv. Meetings of VDACS were held to arrive at a consensus on the R&R plan however no negotiated agreement could be reached for finalization of R&R package. While the consultation process was already on, in July 2008, Government of Jharkhand notified its R&R policy vide notification no 548 dtd 25.07.2008 which also addressed some of the

issues raised by villagers during consultation process like creation of annuity for ensuring a regular assured income on a sustained basis for the PAFs even after parting with their land. The notification of policy necessitated realignment of the process of finalization of R&R plan as per the procedures prescribed in the policy.

- v. The para 6 of the said Policy lays down the entire procedure to be followed for preparing of the draft resettlement and rehabilitation scheme or plan and its final publication. The procedure mentioned therein is required to be followed for declaration and publication of the R&R plan of the affected area, carrying out survey and census of affected persons, assessment of government land available and land to be arranged for resettlement and rehabilitation, declaration of the resettlement area or areas, preparation of the draft resettlement and rehabilitation scheme or plan and its final publication.
- vi. As per the policy, after completion of baseline survey and census of the affected families and assessment of the requirement of land for resettlement, the Administrator shall prepare a draft scheme or plan for the resettlement and rehabilitation of the affected families after consultation with the representatives of the affected families including women and the representative of the requiring body.
- vii. The policy also provides that the Administrator for resettlement and rehabilitation shall ensure that the entire estimated cost of resettlement and rehabilitation scheme or plan forms an integral part of the cost of the project for which the land is being acquired. The entire expenditure on resettlement and rehabilitation benefits and other expenditure for resettlement and rehabilitation of the affected families are to be borne by the requiring body for which the land is being acquired. The Administrator for resettlement and rehabilitation shall ensure that the entire estimated cost of resettlement and rehabilitation benefits and

other expenditure for resettlement and rehabilitation of the affected families is communicated to the requiring body for incorporation in the project cost.

- viii. The Administrator is then required to submit the draft scheme or plan for resettlement and rehabilitation to the State Government for its approval. A copy of the Jharkhand Rehabilitation And Resettlement Policy, 2008 is annexed herewith and marked as **Annexure P-7**.
- ix. In terms of above R&R policy of state government, DC Hazaribagh organized several meetings with the PAFs. A meeting was held on 22.07.2009 in presence of DC in one of the affected villages whereby the R&R package was discussed. The meeting was followed by another meeting on 23.08.2009, whereby based on the assessment, requirement and demands of the villagers, DC announced a compensation package and other R&R benefits. Minutes of meeting dated 23.08.2009 are attached as **Annexure P-8**.
- x. It is submitted that based on above draft R&R plan approved by DC vide meeting dtd 23.08.2009, the detailed RAP (Rehabilitation Action Plan) involving expenditure of Rs. 7924 Million along with expenditure of Rs 7269 million towards land cost, compensation for assets, cost of diversion of forest etc was approved by the Board of NTPC Ltd in the meeting held on 11th Sept 2009. Copy of the NTPC Board approval is attached as **Annexure P-9**.
- xi. It is submitted that this comprehensive R&R plan for the Project was approved by District Authorities in the meeting dated 08.02.2010. It was also directed by the DC (Hazaribagh) to forward the detailed R&R plan to Government of Jharkhand for approval in terms of R&R policy of Government of Jharkhand. Copy of minutes of meeting dated 08.02.2010 is attached as **Annexure P-10**. Pursuant to this, in March 2010, NTPC initiated the disbursement of compensation based on the

approved R&R plan. However, no considerable progress in land acquisition could be made as the villagers were demanding higher compensation.

- xii. It is submitted that for speedy disbursement of compensation package and acquisition of land, Director (Thermal), MoP, GoI vide letter dated 20.04.2010 also requested DC (Hazaribagh) to facilitate the acquisition of land for the Project. Relevant extracts of the communication are as follows:

“The disbursement of compensation has already been commenced from 30th Mar 2010 onwards for which they need the assistance of District Administration. It is requested that concerned district officials may be directed to render all possible assistance to facilitate the disbursement of compensation of land oustees and obtain physical possession of the acquired land so as to commence the mining activities at the earliest.”

Copy of the letter dated 20.04.2010 is attached as **Annexure P-11**.

- xiii. Thereafter, NTPC persistently followed up with the District Administration for approval of R&R plan by the Government of Jharkhand. Based on follow ups by NTPC Ltd, DC (Hazaribagh), vide letter dated 24.09.2011 requested Under Secretary, Govt of Jharkhand to approve the R&R plan which was forwarded by District Administration vide letter dated 15.07.2010. Copy of letter dated 24.09.2011 is attached as **Annexure P-12**.

- xiv. Continuous efforts were being made through meetings with the stakeholders to expedite the approval of R&R plan and to expedite distribution of R&R package. In one such meeting held on 18.02.2012, under the chairmanship of Revenue Minister, Government of

Jharkhand, the detailed terms & conditions and operational procedures of annuity scheme were discussed. Minutes of meeting are attached as **Annexure P-13.**

- xv. Further, in a meeting held on 07.06.2012, under the chairmanship of DC (Hazaribagh), NTPC highlighted the issue of slow progress of disbursal of R&R package. The modalities to expedite disbursal of R&R package were also discussed in the meeting. Minutes of meeting are attached as **Annexure P-14.**
- xvi. In Feb 2013, after much deliberation, the R&R plan for the Project with enhanced compensation package was approved by the Government of Jharkhand. Copy of approval of this R&R Plan in 2013 is attached as **Annexure P-15.**
- xvii. Despite the approval of compensation package by Government of Jharkhand, no significant progress could be made in land acquisition because of demand of still higher compensation by the villagers. The site faced constant agitation by villagers and poor law and order as most of the villagers refused to accept the compensation package approved in 2013.
- xviii. Facing the ardent situation, NTPC pursued the matter with Secretary (Power), GoI for facilitating the land acquisition for the Project. It is submitted that to facilitate the land acquisition, Secretary (Power), GoI, vide letter dated 06.06.2013 requested advisor to Governor of Jharkhand to take suitable steps to get the mining operation of NTPC started as NTPC has already incurred Rs1,000 crore for the development of the Project and has also paid Rs 95 Crore to Indian Railways. Relevant extracts of the letter are as follows:

“2. In 2006, NTPC officials moved to Barkagaon village in Jharkhand. Since then sporadic incidences have been happening (chronology of such incidences enclosed). With the imposition of President’s rule in Jharkhand, there has been a positive initiative in the projects and R&R plan for Pakri- Barwadih has been approved in February, 2013. Immediately thereafter, NTPC took initiative to start disbursement of compensation and annuity to Project Affected Persons (PAPs). CMD, NTPC also visited Barkagaon on 7th May 2013 and personally interacted with more than 500 villagers and answered to many of their queries. Now that all the equipments have been moved in and the work is about to start, some un-connected and unauthorized people have started creating problems for the project.”

Copy of letter of Secretary (Power), GoI, dated 06th June 2013 is attached as **Annexure P-16**.

- xix. Another hurdle in the path of Land Acquisition for the Project was the difficulty in identifying the beneficiaries for disbursing the compensation. This difficulty was conveyed by NTPC to the Government of Jharkhand on several occasions. Therefore, vide letter dated 18.07.2013, the Secretary (Power), GoI, apprised Chief Secretary, Govt of Jharkhand about the status of land acquisition for the Project and informed that even though the R&R plan has been approved, NTPC is facing difficulty in identifying the beneficiaries. He further requested to enhance manpower deployment by Govt of Jharkhand for identifying the beneficiaries for payment by NTPC. Copy of letter of Secretary (Power), GoI, dated 18.07.2013 is attached as **Annexure P-17**.

xx. In addition to law-and-order issues, there were encroachment issues on transferred GM land and Forest land. These encroachers were constantly obstructing work and demanding R&R compensation at par with private land. The genesis of this issue lied in the fact that Government of Jharkhand had the policy of compensation for the people residing on GM land for more than 30 years but there was no policy for deciding compensation for the people residing on GM land for less than 30 years. This was highlighted by NTPC at various forums at state government level and central government level. In this regard, CMD, NTPC vide letter dtd 27th Aug 2013 requested Chief Secretary, Government of Jharkhand to ensure security of men and material pertaining to NTPC. Copy of letter dtd 27th Aug 2013 is attached as **Annexure P-18**.

xxi. Principal Secretary to the Prime Minister, vide letter dated 24.07.2013, apprised Chief Secretary, Government of Jharkhand regarding the issue of encroachment on the forest land falling under Pakri Barwadiah coal block and requested them to resolve the said issue as quickly as possible so that NTPC could start mining operation immediately. Relevant extracts of the letter are as follows:

“(a) There are some encroachments on the forest land handed over to NTPC for which NTPC is willing to pay compensation to the encroachers. However, Government of Jharkhand is yet to take on decision on the compensation to be paid. Also, the state Government needs to provide a certified list of such encroachers so as to enable NTPC to pay compensation to them.

Government of Jharkhand has a policy of payment of compensation to those who are occupying government land for 30 years or more and such people are being compensated by NTPC as per the extant

policy. However, there seems to be no policy in place for people who are living on or tilling government land for less than 20 years. The state government needs to take decision on compensation to be paid to such people. The NTPC is willing to pay the compensation, as decided by the government of Jharkhand.

Copy of letter of Principal Secretary, Government of Jharkhand dated 24.07.2013 is attached as **Annexure P-19**.

- xxii. Secretary (Power), GoI, vide letter dtd 31.10.2013 apprised Chief Secretary, Govt of Jharkhand about the poor law and order situation at Pakri site and requested to issue suitable instructions to the district authorities to resolve the issue expeditiously. The letter highlighted that the support of Government is crucial to enable NTPC to commence the mining operation and inspite of the hurdles put up by the villagers, NTPC is committed to opening the mine at the earliest to start production. Copy of letter of Secretary (Power), GoI dated 31.10.2013 is attached as **Annexure P-20**.
- xxiii. It is submitted that NTPC was unable to start operations even on the acquired land patches due to security threat to the employees going for execution and supervision work at the Project Sites. Copy of communications to state governments/ central government/ local administration regarding readiness to start mining operations and request for resolving law and order and land acquisition issues is attached as **Annexure P-21**. The matter was taken up even at Power Minister level. Relevant extracts of one such letter dated 13.01.2014 from Minister of State (I/C) for Power, GoI to Chief Minister of Jharkhand are as follows:

“As you are aware, NTPC is developing the Pakri- Barwadih coal block in Jharkhand. The R&R plan was approved by the State Government and NTPC has started payment of land compensation and R&R benefits to the project- affected families. Based on villagers’ demand, NTPC, in consultation with the District Administration, enhanced land rates and subsequent R&R benefits and the same was approved by the State Government in February, 2013. All statutory clearances required for commencement of coal production are available and NTPC is ready to start mining operations at short notice.

2. I have been informed that a majority of local villagers are supporting NTPC bid to start coal mining. However, a small group of people, on instigation by narrow vested interest have stopped all activity at the site, caused damage to the mining machinery placed at site and also threatened officials of NTPC and its associates.

3. It is now reported that some villagers with support from NGOs, have even started illegal mining of coal in the Pakri-Barwadih block area. This is against the law of the land.

4. I would like to bring to your notice that lack of State policy/ guidelines for dealing with encroachers of Government Land (for less than 30 years) and in Forest Land (those not covered under FRA) is one of the major issues creating bottlenecks in acquiring land.”

xxiv. It is submitted that CMD, NTPC vide letter dtd 16th Jan 2014 appraised Chief Secretary, Govt of Jharkhand about readiness of NTPC men and machinery at site for start of mining operations and requested to help NTPC in starting the mining operations which were held up due to

various issues like law and order, lack of state policy regarding encroachers on government land, illegal mining etc. Copy of letter dtd 16th Jan 2014 is attached as **Annexure P-22**.

- xxv. On 21.02.2015, NTPC held a meeting with the district administration of Jharkhand for discussion on issues related to land rate enhancement and encroachment on GM, GMJJ and notified forest land. Subsequently on 21.03.2015, the enhancement of land rate and compensation to the encroachers on GM land for less than 30 years was decided by the District Administration. Copy the Minutes of Meeting dated 21.03.2015 is attached as **Annexure P-23**.
- xxvi. The revised compensation package was approved by NTPC board and mine development was started after engagement of MDO in 2015.
- xxvii. It is submitted that the above-mentioned issues in allocation and distribution of compensation to the concerned villagers and severe law and order situation at site has inadvertently led to delay in achievement of commercial operation for the Project. It is submitted that NTPC took all measures to curtail the delay to the extent possible. Despite that, the delay occurred due to facts and circumstances which were beyond the control of NTPC.

Re: Calculation of input price by Petitioner for FY 2019-2024

- 21) It is submitted that based on actual capital expenditure, the capital cost of Pakri Barwadih as on CoD comes out to be Rs 1252.50 Cr on cash basis and liabilities of Rs 640.79 Cr and notional IDC of Rs 51.63 Cr. The input price has been calculated based on parameters provided in Tariff Regulations, 2019, as amended, as depicted below:

- i. **Debt: Equity ratio:** 70:30.
- ii. **Base rate of return on equity :** This has been considered 14%.
- iii. **Normative loan and notional IDC:** In terms of Regulation 19(2)(b) of Tariff Regulations, 2019, as amended, equity deployed in excess of 30% of the fund deployed has been considered as normative loan and notional IDC of Rs. 51.63 Cr up to 31.03.2019 has been considered as part of the capital cost of the project. Notional IDC, if any, up to the peak rated capacity shall be claimed based on audited financial statements upon achieving the peak rated capacity of the Mine.
- iv. **Rate of interest on loan:** It has been considered based on actual weighted average rate of interest of the project.
- v. **Depreciation:** Straight line depreciation has been calculated as per life of assets mentioned in Appendix IA to Second amendment to CERC Tariff Regulations, 2019.
- vi. **O&M expenses:** O&M expenses have been claimed based on actual O&M expenses for the year 2019-20 and the same has been escalated @ 3.5% per year for subsequent years. It is further submitted that the O&M expenses are subject to truing up in terms of Tariff Regulations, 2019, as amended.
- vii. **Statutory expenses:** These expenses have been indicated as applicable as on date. It is submitted that GST of 5% is applicable on coal, however, the same is being adjusted against input tax credit available in lieu of GST paid on MDO charges. Any increase or decrease or change in methodology of computation in statutory expenses shall be submitted at the time of truing up.
- viii. **Mining Fee:**

- a. Tariff Regulations, 2019, as amended, provides that MDO mining fee shall be allowed as part of input price of coal. MDO mining fee has been claimed as per the Letter of Award issued to MDO in this regard. In terms of the agreement signed with MDO, mining fee is subject to escalation on monthly basis based on prices of input materials of MDO like heavy machinery parts, fuel, explosives, power, tyres, salaries & wages etc as per the formula provided in the MDO agreement. Copy of relevant extracts of MDO agreement is attached as **Annexure P-24**.
- b. Actual rate of escalation paid to MDO in terms of the agreement is as follows:

	Weighted Avg for 2019-20	Weighted Avg for 2020-21	Apr 21	May 21	June 21	July 21	Aug 21	Sept 21	Weighted average for 21-22
Escalation Factor (%)	3.64	6.29	9.16	9.97	11.54	12.47	12.39	12.18	11.16

- c. It is submitted that the mining fee in the instant petition has been claimed based on base mining fee along with escalation paid to the MDO. Hon'ble Commission may be pleased to allow the same. It is further submitted that for future period, Hon'ble Commission may be pleased to allow to bill the input price of coal based on monthly escalated price of MDO to avoid accumulation of arrears. Detailed calculation in regard to escalation of MDO price shall be submitted before the Hon'ble Commission at the time of truing up.

- d. Furthermore, because of non-completion of transportation facilities within mine by the MDO, LD of Rs 23.62 per Ton is being recovered from the MDO and the contract in lieu of these facilities has been awarded to a third party for loading of coal into wagons and transporting the coal upto railway siding. Accordingly, claimed mining charges of MDO has been reduced by the amount of LD recovered and loading charges being paid to third party have been claimed as part of transportation charges.
- e. It is also submitted that Tariff Regulations, 2019, as amended, provides for adjustment of input price of coal based on actual stripping ratio and the contract with MDO also contains the provisions for adjustment of mining fee based on actual stripping ratio. However, Tariff Regulations, 2019, as amended, provides that any shortfall in overburden removal may be adjusted against excess overburden removal in subsequent three years. Therefore, adjustment of input price of coal due to shortfall in overburden removal shall be submitted before the Hon'ble Commission at the time of truing up. Hon'ble Commission may be pleased to allow the same.
- f. It is submitted that Regulation 7A of Tariff Regulations, 2019 as amended provides as under :

“7A. Supply of Coal or Lignite prior to the Date of Commercial Operation of Integrated Mine:

The input price for supply of coal or lignite from the integrated mine(s) prior to their date of commercial operation shall be: (a) in case of coal, the estimated price available in the investment approval, or the notified price of Coal India

Limited for the corresponding grade of coal supplied to the power sector, whichever is lower;

..

Provided that any revenue earned from supply of coal or lignite prior to the date of commercial operation of the integrated mine(s) shall be applied in adjusting the capital cost of the said integrated mine(s).”

Thus, in terms of Regulation 7A, the amount received from sale of coal prior to date of commercial operation has been adjusted in the capital cost of the project. It is further noteworthy that the input price of coal prior to CoD has been received as per the notified price of Coal India Limited for the corresponding grade of coal supplied to the power sector as the same was lower than the estimated price available in the investment approval.

Re: Regulation 36 - Coal Transportation Charges

- 22) It is submitted that as per approved mine plan of Pakri Barwadih mine, the coal from mine to loading point was to be transported through Coal Handling Plant (CHP) including Silo loading consisting of two streams of cross-country conveyer belts and Silo. The capital cost of installation of CHP is to the account of NTPC and operation and maintenance of CHP is to be carried out by the MDO. The O&M charges of CHP are indicated separately in the LOA. Copy of LOA is attached as **Annexure P-25**. Payment of O&M of CHP is to be made to MDO on Rs/ Ton basis with escalation in terms of the contracts awarded to the MDO.
- 23) It is submitted that as per Regulation 36A of CERC Tariff Regulations, 2019, as amended, transportation charges shall form part of input price of coal and components of annual transportation charges are to be calculated in terms of Regulation 36C of CERC Tariff Regulations, 2019.

- 24) It is submitted that due to the reasons beyond control of the petitioner like land acquisition issue, law and order problems etc., as elaborately explained in the preceding paragraphs, the CHP of Pakri Barwadih mine could not be capitalized before CoD and one stream of CHP is expected to be operational by Dec 2021. Till such time, CHP is put to use, no CHP O&M charges are being paid to the MDO and as an alternative for the time being, contracts have been awarded on competitive bidding basis for transportation of coal through trucks from mine mouth to loading point. Copy of LOAs of transportations through trucks is attached as **Annexure-P-26**. Therefore, transportation charges for the period upto capitalization of CHP have been claimed as per the actual amount paid to the parties carrying out transportation of coal from mine mouth to loading point through trucks in terms of Regulation 36I (3) of Tariff Regulations, 2019.
- 25) For the period after capitalization of CHP, calculation of transportation charges based on the progressive capitalization of CHP from Dec 21 onwards is attached as **Appendix-I**. The operation and maintenance charges of CHP payable to MDO after capitalization of CHP have been claimed as part of transportation charges. For the year 2021-22, coal is expected to be transported through trucks upto December 21 and it is expected to be transported through CHP after capitalization of CHP. Therefore, for the year 2021-22, transportation charges have been claimed based on simple average of transportation charges through trucks and through CHP. Actual transportation charges shall be submitted at the time of truing up. Hon'ble Commission may be pleased to allow the same.

Re: Recovery of the cost incurred by NTPC towards creation of the CHP i.e. the fixed infrastructure for transportation of coal as well as the charges paid to MDO for O&M of the CHP

26) It is submitted that Regulation 36C (2) of the Tariff Regulations, 2019 provides that where crushing, transportation, handling or washing are within the scope of the Mine Developer and Operator engaged by the generating company, no additional charges shall be admitted, as the same shall be recovered through Mining Charge of the Mine Developer and Operator. However, in case of Pakri Barwadih mine, fixed infrastructure for transportation of coal and loading has been funded by NTPC and O&M of the same is to be carried out by MDO and the cost of fixed infrastructure is not part of MDO cost. It is humbly submitted that if the above-mentioned regulation is applied in toto, it may lead to non-recovery of fixed cost of investment made by NTPC towards creation of the fixed infrastructure for transportation of coal (CHP). Therefore, in the given circumstances, it is most respectfully submitted that this Hon'ble Commission may be pleased allow recovery of the said cost of investment by NTPC as well as the charges paid to MDO for O&M of the CHP by exercising power to relax and removal of difficulty under Regulation 76 and 77 of the Tariff Regulations, 2019.

Re: Mine Closure Expenses

27) It is submitted that Regulations 36K of Tariff Regulations, 2019, as amended provides as follows:

(1) Where the mine closure is undertaken by the generating company, the amount deposited in the Escrow account as per the Mining Plan, after adjusting interest earned, if any, on the said deposits shall be admitted as Mine Closure Expenses:

Provided that,

a) the amount deposited in the Escrow account as per the Mining Plan prior to the Date of Commercial Operation of the integrated mine(s) shall

be indicated separately and shall be recovered over the useful life of the integrated mine(s) in the form of annuity linked to the borrowing rate;

b) the amount deposited in the Escrow account as per the Mining Plan or any expenditure incurred towards mine closure shall be excluded from the capital cost for computing input price;

c) where the expenditure incurred towards mine closure falls short of or is in excess of the reimbursement received from the Escrow account during the tariff period 2019-24, the shortfall or excess shall be carried forward to the subsequent years for adjustments.

(2) The amount towards mine closure shall be deposited in the Escrow account as per the Mining Plan and shall be recovered as part of input price irrespective of the expenditure incurred towards mine closure during any of the years of the tariff period.

(3) Where mine closure is within the scope of Mine Developer and Operator engaged by the generating company and mine closure expenses are part of the Mining Charge of Mine Developer and Operator, the mine closure expenses shall be met out of the Mining Charge and no mine closure expenses shall be admissible to the generating company separately:

Provided that,

a) the amount deposited in the Escrow account by the Mine Developer and Operator or by the generating company and any amount received from the Escrow Account against expenditure incurred towards mine closure shall not be considered for computing input price; and

b) the difference between the borrowing cost, arrived at by considering the weighted average rate of interest calculated on the basis of actual loan portfolio in accordance with the methodology specified in Regulation 32 of these regulations, and the amount deposited in Escrow account and the interest received from Escrow account in a year shall be adjusted in the input price of coal or lignite of the respective year, as part of mine closure expenses, on case to case basis;

(4) Where the mine closure is within the scope of Mine Developer and Operator engaged by the generating company only for a part of useful life of the integrated mine(s) and the generating company undertakes the mine closure for the balance useful life, the treatment of mine closure during the period undertaken by the generating company shall be in accordance with Clause(1) of this Regulation and mine closure during the period undertaken by the Mine Developer and Operator shall be in accordance with Clause (3) of this Regulation:

Provided that the treatment of mine closure at the end of useful life of the integrated mine(s) shall be decided by the Commission on case to case basis.”

- 28) It is submitted that mine closure involves planning effectively for the after-mining landscape – all activities required before, during, and after the operating life of a mine that are needed to produce an acceptable landscape economically. The Mine Closure activities can be broadly divided in following two categories:
- i) Progressive or Concurrent Mine Closure and
 - ii) Final Mine Closure.
- 29) Progressive Mine Closure includes various land use activities to be done continuously and sequentially during the entire period of the mining operations, whereas Final Mine Closure activities would start towards the end of mine life and shall continue even after the reserves are exhausted and mining is discontinued till the mining area is restored to an acceptable level.
- 30) It is submitted that in case of Pakri Barwadih mine of NTPC, which is MDO operated mine, progressive mine closure is in the scope of MDO and expenses towards progressive mine closure have been built up in MDO mining fee. Whereas final mine closure activities are to be carried out by

NTPC and expenses thereof are to be borne by the NTPC. Further, even though progressive closure is in the scope of MDO, the total estimated amount towards mine closure activities i.e. progressive as well as final closure is required to be deposited into Escrow Account by NTPC. Relevant extracts of MDO agreement attached as **Annexure P-27**.

- 31) Works of progressive mine closure shall be carried out by the MDO during operational life of the mine, the expenditure & details towards progressive mine closure will be submitted to Coal Controller/ any other authority. Such authority, after verification of completion of works as per mine plan, shall allow re-imburement of progressive mine closure expenses from escrow account, up to specified percentage of the amount deposited in escrow account, after every five years. As per the Office Memorandum dtd 29th May 2020, issued by Ministry of Coal, Government of India, only 50% of amount deposited can be withdrawn during operational life of mine after every five years. Copy of office memorandum of ministry of coal is attached as **Annexure P-28**.
- 32) In view of the above, it is evident that 50% of amount submitted in escrow account is towards progressive mine closure and balance is towards final mine closure expenses. As the progressive mine closure is in the scope of MDO, the cost of activities corresponding to progressive mine closure is included in MDO fee. Therefore, treatment of 50% of amount submitted in escrow account may be allowed as per Regulation 36(K)(3) i.e. difference between the borrowing cost of 50% of amount deposited in escrow account and the interest received from Escrow account in a year corresponding to 50% of amount submitted in escrow account may be allowed as mine closure expenses.
- 33) It is further submitted that activities corresponding to balance amount submitted in escrow account are corresponding to final mine closure and

are in the scope of NTPC Ltd. Therefore, treatment of balance amount deposited in escrow account should be as per Regulation 36(K)(1) i.e. 50% of amount deposited in escrow account may be allowed as part of input price of coal without adjusting interest earned as the generating company shall be receiving no interest from escrow account during operating life of mine.

- 34) The petitioner has accordingly calculated the input price for 2019-24 period based on the above and the same is enclosed as **Appendix-I** to this petition.

Re: Coal Production From Pakri-Barwadih Coal Mine during the year 2020-21

- 35) It is submitted that as per the approved Mining plan, the Annual Target Quantity (ATQ) of the Pakri Barwadih Coal Mine for the year 2020-21 is 95 Lakh MT. In this regard, Clause 4a of Regulation 3 of the Tariff Regulation 2019 (as amended) provides for the Annual Target Quantity in respect of integrated mines as under:

“(4a) ‘Annual Target Quantity’ or ‘ATQ’ in respect of an integrated mine(s) means the quantity of coal or lignite to be extracted during a year from such integrated mine(s) as specified in the Mining Plan: Provided that in case the integrated mine(s) of coal or lignite is ready for supply of coal or lignite as per the Mining Plan but is prevented due to reasons not attributable to the generating company, the Commission may relax the Annual Target Quantity up to a maximum of 15% of the quantity of coal or lignite to be extracted during a year as specified in the Mining Plan.”

[Emphasis Supplied]

36) Thus, as per Clause 4a of Regulation 3, this Hon'ble Commission is empowered to exercise its inherent discretionary power and relax the ATQ upto 15% of the quantity of coal to be extracted during a year if the supply of coal is prevented due to reasons not attributable to the Generating company.

37) It is submitted that the petitioner was able to achieve ATQ for the year 2019-20, however in the year 2020-21, the actual coal production and coal dispatch was 70.69 Lakh Tone & 66.37 Lakh Tone respectively against ATQ of 95 Lakh Ton due to the following reasons which were clearly beyond the control of NTPC:

i. Covid -19 Pandemic- Restrictions on mining operations:

It is submitted that the entire nation has been facing a very challenging and difficult situation due to the outbreak of COVID-19 global pandemic since March 2020. This unwarranted/ unprecedented situation has heavily impacted most of the businesses and created a financial crisis for many in an unprecedented manner due to the Lockdown and the other preventive measures taken by Government authorities, industrial units and common public to prevent spread of COVID-19. Though, Mining activities were exempted from the lockdown order, however, less attendance of manpower, disturbance in supplies of spare parts of machinery, other inputs, etc have adversely affected the coal production/ dispatch and overburden removal activities. Government of India in Economic Survey 2020-21 has acknowledged that the production of coal hampered during the year 2020-21 due to Covid19 pandemic. Relevant extracts of Economic Survey 2020-21 acknowledging the impact of this pandemic on coal mining are annexed as **Annexure P-29**.

ii. Stoppage of work by nearby villagers leading to loss of production for 94 days or more than 01 quarter:

- a. It is submitted that the mining operation and allied activities were suspended for the Pakri Barwadih mine from 07.07.2020 to 23.07.2020 (17 Days) and again from 02.09.2020 to 16.11.2020 (77 Days) as nearby villagers had staged Dharna and blocked the approach roads leading to mine, thereby preventing diesel, explosive, manpower, etc from reaching the mine.
- b. It is submitted that blockage by the villagers was being done for unreasonable demands like higher compensation in terms of RFTLARR Act 2013, permanent employment to every adult, land for land etc. However, NTPC has acquired land under CBA Act and the compensation was decided by the state government after wider consultation with all the stakeholders and the demands of the villagers were beyond the directives issued by Central/ State governments.
- c. To deal with this situation, NTPC sought help of the district administration. Several letters were addressed by NTPC to the Joint Secretary, Ministry of Power, Principal Secretary to Hon'ble Chief Minister of Jharkhand, Chief Secretary, Govt. of Jharkhand, Deputy Commissioner, concerned SDPO, requesting for their support and early action for removing the blockade so that the mining activities may resume.
- d. FIRs were lodged by NTPC and the MDO in Local Police Station to control the agitation. Copy of FIR and the above referred relevant communication with State Government officials are marked as **Annexure P-30 (Colly)**.

- e. It is submitted that Joint Secretary, Ministry of Coal, Government of India, vide letter dtd 15.10.2020 also requested Chief Secretary, Government of Jharkhand to instruct the concerned District Authorities to take appropriate action to ensure resumption of mining operations in Pakri Barwadih Mine. Copy of letter dtd 15.10.2020 is attached as **Annexure P-31**.
- f. Thereafter, pursuant to the intervention of District Authorities, invocation of section 144 and deployment of forces by administration, coal dispatch operation through trucks re-started and Mining operation commenced.
- 38)** It is submitted that the Eighth Report of the Lok Sabha Committee on Public undertakings (2020-21) has also acknowledged that coal production has been adversely affected due to disruption on account of stoppage of mining operations by villagers at its Pakri Barwadih captive coal mine on the issue of compensation and Resettlement and Rehabilitation benefits. Relevant extracts of the report are attached as **Annexure P-32**.
- 39)** It is submitted that because of the above-mentioned reasons, the mining operations came to complete halt during the period 07.07.2020 to 23.07.2020 (17 days) and 02.09.2020 to 16.11.2020 (77 days) and mine could not achieve the target production/ dispatch.
- 40)** It is submitted that the above-mentioned suspension of mining activities and the consequent lesser production at the Pakri Barwadih Mine is not attributable to NTPC in any manner as these unwarranted and unexpected incidences were absolutely beyond the control of NTPC. Further, all

reasonable efforts and endeavours were made by NTPC to curtail and mitigate the impact of the same.

- 41) In the given facts and circumstances, this Hon'ble Commission is beseeched to consider the same and exercise the inherent powers vested in it under Regulation 76 and 77 read with Clause 4a of Regulation 3 of the Tariff Regulations, 2019 so as to relax the ATQ for the year 2020-21 upto the actual dispatch i.e. 66.37 lakh Ton. It is submitted that non-exercise of this power would cause hardship to the Petitioner. The relevant regulations in this regard are reiterated hereunder for ease of reference:

“76. Power to Relax: The Commission, for reasons to be recorded in writing, may relax any of the provisions of these regulations on its own motion or on an application made before it by an interested person.

77. Power to Remove Difficulty: If any difficulty arises in giving effect to the provisions of these regulations, the Commission may, by order, make such provision not inconsistent with the provisions of the Act or provisions of other regulations specified by the Commission, as may appear to be necessary for removing the difficulty in giving effect to the objectives of these regulations.

- 42) It is submitted that the powers enumerated above are sufficient for this Hon'ble Commission to afford complete relief to the Petitioner herein. It is contended that it is, however, well accepted that there cannot be any regulation providing for various terms, conditions, and possibilities in an absolute manner without the need to consider exemption, relaxation,

deviation, removing difficulties etc. on an on-going basis. The regulations framed are for future. It is therefore submitted that an Appropriate Commission decides on the regulation as applicable during a future period and, therefore, proceeds on certain assumptions. It is not just possible to anticipate everything and frame regulations. It is further submitted that there will always be circumstances which may not be envisaged. The norms and parameters for determination by the Commission are also terms and conditions which cannot be specified in an absolute manner. There is, therefore, always a need to exempt or relax or deviate from the terms and conditions.

43) In this regard, the ambit and scope of ‘Power to Relax’ provisions of a delegated legislation have been interpreted by various Courts and the Hon’ble Appellate Tribunal in a catena of cases. It is settled position of law that ‘Power to relax’ can be invoked if the Regulations in any manner causing hardship to a party. The relevant judgments in this regard are as follows: -

(a) ***Hari Singh v. State of Rajasthan***, 1992 SCC OnLine Raj 210: The Hon’ble High Court of Rajasthan in said case has considered and interpreted term “Relax” as follows: -

“16. The Word ‘relaxation’ has been defined in the aforesaid dictionary as under:—

“Relaxation” the act or fact of relaxing or of being relaxed; an abatement or remission of a penalty or payment: a relaxing or recreative state, activity or pastime; release from or cancellation of legal restriction or penalty: release from a penalty, the lengthening that characterizes inactive muscle fibers or muscles, the adjustment of a system to a state of equilibrium following the abrupt removal of some influence...”

(b) ***Haryana Power Purchase Centre v. Haryana Electricity Regulatory Commission***, Judgement dated 21.03.2018 in Appeal

No. 107 & 117 of 2015: The Hon'ble Appellate Tribunal has held as under:

“59.3 It is an established fact and also, recognised by the State Commission in their order dated 18.04.2011 that adequate amount for O&M expenses is essential for proper upkeep and maintenance of power plants so far as to drive uninterrupted generation and also optimum efficiency. It is noted that the provision in HRC Regulation, 2008 is only 1% of the capital cost which works out to a meagre amount and not adequate for proper O&M of the power plant. Though, the relaxation is entirely a discretionary power of the Commission, but it is settled law that the discretionary power need to be applied while considering justice and equity without discrimination to any party.

59.4 We, therefore, find merit in the claim of Lanco for relaxing the O&M norms as has been done in other cases of generators so as to provide equal treatment. In this regard, we also recall the judgment of this Tribunal (154 of 2012) in regard to exercising of discretionary powers Para 29(b) states as :-

“29(b) If there is a power to relax the regulation, the power must be exercised reasonably and fairly. It cannot be exercised arbitrarily to favour some party and to disfavour some other party.

59.5 We, therefore, conclude that the State Commission should have taken a judicious view for allowing adequate O&M expenses to Lanco by relaxing the provisions contained in their Regulation No. 33. It is in the interest of justice & equity to maintain parity between the State Generating Companies and private generating companies (Lanco) as far as expenditures on Operation and Maintenance are concerned.”

[Emphasis supplied]

- (c) *Tata Power Company Limited v. Jharkhand State Electricity Regulatory Commission & Anr.*, Judgement dated 20.09.2012 in Appeal No. 189 of 2011: The Hon'ble Appellate Tribunal has held as under:

“29. The principles relating to the exercise of power of relaxation laid down in the above decisions referred to above are as follows:

(a) The Regulation gives judicial discretion to the Commissions to relax norms based on the circumstances of the case. Such a case has to be one of those exceptions to the general rule. There has to be sufficient reason to justify relaxation which has to be exercised only in the exceptional case where non-exercise of the discretion would cause hardship and injustice to a party.

(b) If there is a power to relax the regulation, the power must be exercised reasonably and fairly. It cannot be exercised arbitrarily to favour some party and to disfavour some other party...

[Emphasis supplied]

- (d) **BSES Yamuna Power Limited Vs. CERC & Ors,**— Appeal Nos. 55 of 2013, 77 of 2013, 194 of 2013, 259 of 2012, 63 of 2013, 143 of 2013, 158 of 2013 & 43 of 2014: The Hon'ble Appellate Tribunal has held as under:

“18.1. The main contention of the appellants on these issues is that the ‘power to remove difficulties’ or ‘power to relax’ has been conferred upon the learned Commission only to remove the trivial defects or peripheral defects and the said powers can only be exercised to the extent necessary to give effect a particular Regulation and such power cannot be exercised when the difficulty arises due to the application of Regulation in question.

18.2. A look at Regulation 12 of 2004 Tariff Regulations makes it clear that this ‘power to remove difficulties’ can be exercised by the learned Central Commission if any difficulty arises in giving effect to these Regulations and the Commission can make such provision which should not be inconsistent with the said Regulations. Further, the emphasis of the learned counsel for the appellants is on the point that the said power can only be exercised to the extent necessary only for giving effect to a particular Regulation.

*18.3. We have gone through the judgment of Hon’ble Supreme Court, in **Madeva Upendra Sinar Vs. Union of India** (supra), in which the Hon’ble Supreme Court held that ‘power to remove difficulty’ may be exercised when there is a difficulty arising in giving effect to the provisions of the Act and not of any extraneous difficulty. This Appellate Tribunal in the case of **NTPC Ltd. Vs. Madhya Pradesh State Electricity Board** reported in 2007 ELR*

(APTEL) 7, held that the power comprised in Regulation 13 of 2004 Tariff Regulations is essentially a ‘power to relax’. In case, any Regulation causes hardship to a party or works injustice to him or application thereof leads to unjust result, the Regulation can be relaxed. The exercise of power under Regulation 13 of 2004 Tariff Regulations is minimized by the requirement to record the reasons in writing by the Commission before any provision of the Regulations is relaxed. This Appellate Tribunal in the reported case clearly held that there is no doubt that the Commission has the power to relax any provision of the Regulations. Such power has to be exercised only in exceptional cases and where non-exercise of the discretion would cause hardship and injustice to a party or lead to unjust result. Further, it has to be established by the party seeking exercise of ‘power to remove difficulties’ or ‘power to relax’ that the circumstances are not created due to act of omission or commission attributable to the party claiming the relaxation.”

[Emphasis supplied]

(e) The Hon’ble Appellate Tribunal in judgment dated 25.3.2011 in Appeal No. 130/2009 (RGPPL v. CERC & anr) has observed the following:

“18.1 The Regulations of the Central Commission and the decision of the Tribunal and the Supreme Court confer the judicial discretion to the Central Commission to exercise power to relax in exceptional case. However, while exercising the power to relax there should be sufficient reason to justify the relaxation and non-exercise of discretion would cause hardship and injustice to a party or lead to unjust result. It has also to be established by the party that the circumstances are not created due to act of omission or commission attributable to the party claiming relaxation. Further, the reasons justifying relaxation have to be recorded in writing.”

(f) In Petition No. 225/MP/2014, vide order dated 29.09.2014, the Hon’ble Commission while appreciating the practical difficulties faced by the

Petitioner therein and the efforts taken by them to control the situation had exercised the power to relax and granted appropriate relief to the petitioner therein. Drawing parity from this order, the Petitioner in the present case also prays for relaxation as the incidences leading to lesser production were unforeseeable and beyond the control of the Petitioner.

- 44) From a perusal of the above-mentioned judgments and orders, it emerges that relaxation can be granted to a party if:
- (a) Sufficient reasons to justify relaxation has been cited
 - (b) Circumstances are not created due to act of omission or commission attributable to the party claiming relaxation and that it was beyond the control of the party
 - (c) Non-exercise of the discretion to relax would cause hardship and injustice to a party
- 45) It is submitted that all the said three criteria's are fulfilled by the Petitioner for seeking relaxation.
- 46) In view of the above, it is humbly prayed before this Hon'ble Commission to relax ATQ for the year 2020-21 and set it equal to the actual dispatch during the year.
- 47) It is further submitted that the extracts of FAR as referred to in the Tariff Forms is annexed herewith and marked as **Annexure P-33** and the Balance Sheet dated 01.04.2019 is annexed herewith and marked as **Annexure P-34**.

Re: Provisional billing of input price of coal as per this petition

48) It is submitted that the Petitioner is presently billing input price of coal from Pakri Barwadih coal mine at the price as per the notified price of Coal India Limited for the corresponding grade of coal supplied to the power sector in terms of the CERC Tariff Regulations, 2019, as amended. The claim of input price in the instant petition is in variance with that being billed. Since the input price determination may take time, it is prayed that Hon'ble Commission may allow the Petitioner to provisionally bill input price of coal as per this petition till the time input price is determined and this petition is disposed off.

Re: Filing Fee

49) It is submitted that Regulation 70 (1) of Tariff Regulations 2019 provides that the application fee and publication expenses may be allowed to be recovered directly from the beneficiaries at the discretion of the Hon'ble Commission. Accordingly, it is prayed that Hon'ble Commission may be pleased to allow recovery of filing fee directly from the beneficiaries.

50) It is submitted that the Petitioner has already paid the requisite filing fee as per the provisions of the CERC (Payment of Fees) Regulations, 2012 as amended.

51) It is submitted the Petitioner has served the copy of the Petition on to the Respondents mentioned herein above and has posted the Petition on the company website i.e. www.ntpc.co.in.

52) The Petitioner undertakes to submit any further information or clarification which may be required by this Hon'ble Commission for adjudication of the present petition.

Prayers

In the light of the above submissions, the Petitioner, therefore, prays that the Hon'ble Commission may be pleased to:

- i) Approve input price of coal of Pakri Barwadih mine for the tariff period 01.04.2019 to 31.03.2024.
- ii) Allow mine closure expenses as submitted in the petition.
- iii) Allow the petitioner to provisionally bill input price of coal as per this petition until the time the present petition is disposed off with permission for retrospective adjustment.
- iv) Allow relaxation in ATQ for the year 2020-21 as submitted in the petition.
- v) Allow the reimbursement of expenditure towards filing fees and any other expenditure incurred by the Petitioner in relation to filing the present petition before the Hon'ble Commission in terms of the Tariff regulation 2019 as amended from the beneficiaries.
- vi) Condone any error/omission in the petition and to grant an opportunity to the Petitioner to rectify the same;
- vii) Permit the Petitioner to make such further submission(s), addition(s) and alteration(s) to this Petition as may be necessary from time to time;
- viii) Pass any other order as it may deem fit in the circumstances mentioned above.

Place: New Delhi

Date: 06.12.2021



Petitioner

मनोज कुमार शर्मा/MANOJ KUMAR SHARMA
 उप महाप्रबन्धक (वाणिज्यिक)
 Dy. General Manager (Commercial)
 एनटीपीसी लिमिटेड /NTPC Limited
 कोर-5, चतुर्थ तल/Core-5, 4th Floor
 7, स्कोप कॉम्प्लेक्स /7, SCOPE Complex
 लोधी रोड, नई दिल्ली-3/Lodhi Road, New Delhi-3

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION,
AT NEW DELHI
PETITION NO. ____ MP/2021**

IN THE MATTER OF:

Petition Under Section 62 and 79 (1) (a) of the Electricity Act, 2003 read with Chapter-V of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 and Chapter-3, Regulation-9 of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 for approval of input price of coal supplied from **Pakri Barwadih mine for the period from date of commercial operation i.e. 01.04.2019 to 31.03.2024.**



AND

IN THE MATTER OF:

NTPC Limited

...Petitioner

Versus

Bihar State Power Holding Company Ltd & others

...Respondents

AFFIDAVIT

I, Manoj Kumar Sharma S/o. Sh Shivswaroop Sharma, aged about 41 years, working with Petitioner Company having its office NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi - 110001, do hereby solemnly affirm and state on oath as under:

1. That I am duly authorized and working as Deputy General Manager (Commercial) in the Petitioner Company and I am competent to affirm this Affidavit on its behalf. I say that the facts stated herein are based on record of the Petitioner/NTPC Limited, maintained in the ordinary course of business and believed to be true.
2. That I have read the accompanying Petition being submitted on behalf of Petitioner and have understood the contents thereof and that the contents therein are true and correct to the best of my knowledge and belief.



3. That the Annexures filed along with the accompanying petition are true copies of their respective originals.
4. That the facts Stated in the above affidavit are true and correct to my Knowledge. No part of the same is false and nothing material has been concealed therefrom.

**DEPONENT****VERIFICATION**

I, Manoj Kumar Sharma, the above-named deponent do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified by me on this ____ day of _____, 2021, at Noida.

**DEPONENT****ATTESTED**

RAMBIR SHARMA
ADVOCATE NOTARY
DADRI (G.B.N.)

06 DEC 2021

Checklist of Main Tariff Forms and other information for tariff filing for Integrated Mine

Form No.	Title of Tariff Filing Forms (Integrated Mine)	Tick
FORM- 1	Summary of Input Price	✓
FORM -1A	Summary of ROM Cost	✓
FORM -1B	Summary of Additional Charges	✓
FORM-2	Statement showing claimed Capital Cost	✓
FORM-2A	Statement showing claimed Return on Equity	✓
FORM-2B	Statement showing claimed O&M cost	✓
FORM- 3	Mine Characteristics/Important Details as per Mine Plan	✓
FORM- 3A	Normative Parameters considered for Input Price computation	✓
FORM- 4	Details of Foreign loans	N/A
FORM- 4A	Details of Foreign Equity	N/A
FORM-5	Abstract of Admitted Capital Cost for the existing Integrated Mine	N/A
FORM- 6	Financial Package up to date of commercial operation & up to Peak rated capacity	✓
FORM- 7	Details of Integrated Mine Specific Loans	N/A
FORM- 8	Details of Allocation of corporate loans to Integrated Mine	✓
FORM-9	Year wise Statement of Additional Capitalization after date of commercial operation up to/ beyond achieving Peak rated Capacity	✓
FORM- 10	Financing of Additional Capitalization	**
FORM- 11	Calculation of Depreciation	✓
FORM- 12	Statement of Depreciation	✓
FORM- 13	Calculation of Weighted Average Rate of Interest on Actual Loans	✓
FORM- 14	Draw Down Schedule for Calculation of IDC & Financing Charges	✓
FORM- 15	Non-Tariff Income	**
FORM- 16	Details of Applicable Statutory Charges	✓
FORM-17	Details of Mine Closure expenses	✓
FORM- 18	Details for GCV Adjustment	**

** Shall be provided at the time of truing up.

PART-IV

List of Supporting Forms / documents for tariff filing for Integrated Mine

Form No.	Title of Tariff Filing Forms (Integrated Mine)	Tick
FORM-A	Abstract of Capital Cost Estimates and cost on date of commercial operation of the Integrated Mine	✓
FORM-B	Break-up of Capital Cost for New Integrated Mine	✓
FORM-C	Break-up of Construction/Supply/Service Packages	✓
FORM -D	Details of Assets De-capitalized during the period	**
FORM -E	Reconciliation of Capitalization claimed vis-à-vis books of accounts	✓
FORM -F	Statement showing details of items/assets/works claimed under Exclusions	**
FORM-G	Statement of Capital cost	✓
FORM-H	Statement of Capital Woks in Progress	✓
FORM-I	Calculation of Interest on Normative Loan	✓
FORM-J	Calculation of Interest on Working Capital	✓
FORM-K	Incidental Expenditure up to date of commencement of Production and up to Actual/anticipated date of commercial operation	✓
FORM-L	Expenditure under different packages up to date of commencement of Production and up to Actual/anticipated date of commercial operation	✓
FORM-M	Actual cash expenditure	✓
FORM-N	Statement of Liability flow	✓

List of supporting documents for tariff filing for Integrated Mine

S. No.	Information / Document	Tick
1	Certificate of incorporation, Certificate for Commencement of Business, Memorandum of Association, & Articles of Association (For New Integrated Mine setup by a company making application for the first time to CERC)	N/A
2	A. Mine wise and Corporate audited Balance Sheet and Profit & Loss Accounts with all the Schedules & annexures on date of commercial operation of the Mine for the new mine & for the relevant years. B. Mine wise and Corporate audited Balance Sheet and Profit & Loss Accounts with all the Schedules & annexures for the existing mine for relevant years.	✓
3	Copies of relevant loan Agreements	✓
4	Copies of the approval of Competent Authority for the Capital Cost and Financial package.	✓
5	Copies of the Equity participation agreements and necessary approval for the foreign equity.	N/A
6	List of End use generating plant to whom supplies made/to be made and quantity supplied/to be supplied	✓
7	Integrated Mine shall submit copy of Cost Audit Report along with cost accounting records, cost details, statements, schedules etc. for the Integrated Mine and subsequently consolidated at Company level as submitted to the Govt. of India from the date of commencement of production in case of a new mine or first two years i.e. 2019-20 and 2020-21 at the time of mid-term true-up in 2021-22 and for balance period of tariff period 2019-24 at the time of final true-up in 2024-25. In case of initial tariff filing the latest available Cost Audit Report should be furnished.	**
8	Any other relevant information, (Please specify)	
9	Reconciliation with Balance sheet of any actual capitalization or additional capitalization year on year basis duly audited	**
10.	Integrated mine is maintaining the records to be submitted frequently to the Coal Controller Office. Copy of Same should be furnished to the Commission at the time of submission to CCO. Forms may be suitably modified to furnish relevant important information for input price determination	

** To be provided at the time of trueing up

Summary of Input Price										PART-IV FORM-1
Name of the Petitioner: NTPC Ltd										
Name of the Integrated Mine: Pakri Barwadih										
Place (Region/District/State): ER/ Hazaribagh/ Jharkhand										
S. No.	Particulars	Unit	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24		
1	2	3	4	5	6	7	8	9		
1.1	ROM Cost as per Form 1 A	Rs/Tonne		1220.61	1452.27	1314.50	1377.53	1404.13		
1.2	Additional Charge as per Form 1B	Rs/Tonne		313.53	344.73	220.48	203.36	235.28		
	Input Price	Rs/Tonne	Not Applicable	1534.14	1796.99	1534.98	1580.89	1639.41		
1.3	Statutory Charges	Rs/Tonne		790.02	869.08	871.26	871.26	871.26		
1.4	Total input price	Rs/Tonne		2324.16	2666.08	2406.25	2452.16	2510.67		
										(Petitioner)

Summary of ROM Cost										PART-IV FORM- 1A
Name of the Petitioner: NTPC Ltd										Amount in Rs Lakhs
Name of the Integrated Mine: Pakri Barwadih										
Place (Region/District/State): ER/ Hazaribagh/ Jharkhand										
S. No.	Particulars	Unit	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24		
1	2	3	4	5	6	7	8	9		
1.1	Depreciation	Rs Lakh		5,916.21	7,721.37	8,864.79	9,654.00	10,426.08		
1.2	Interest on Loan	Rs Lakh		9,189.30	10,520.19	11,295.09	11,751.48	12,026.80		
1.3	Return on Equity	Rs Lakh		8,511.52	11,108.56	12,753.57	13,888.99	14,999.76		
1.4	Interest on Working Capital	Rs Lakh		722.94	650.25	747.17	770.60	787.08		
1.5	O&M Expenses excluding mining charge	Rs Lakh		11,698.18	12,107.62	12,531.38	12,969.98	13,423.93		
1.6	Mine closure expense	Rs Lakh		489.11	517.18	545.70	575.79	607.24		
1.0	Total Annual Extraction Cost (Sum of above 1.1 to 1.6)	Rs Lakh		36,527.25	42,625.17	46,737.68	49,610.85	52,270.90		
2.0	Annual Target Quantity (ATQ) as per mine plan	Tonne		84,80,000	66,37,398	1,00,00,000	1,00,00,000	1,00,00,000		
3.0	Annual Extraction cost per tonne (1.0 in Rs/2.0)	Rs/Tonne		430.75	642.20	467.38	496.11	522.71		
4.1	Base Mining charge	Rs/Tonne		785.72	785.72	785.72	785.72	785.72		
4.2	LD on Mining Fee#	Rs/Tonne		23.62	23.62	23.62				
4.3	Revised Base Mining Fee	Rs/Tonne		762.10	762.10	762.10	785.72	785.72		
4.4	Escalation in Mining Fee*	%		3.64%	6.29%	11.16%	12.18%	12.18%		
4.5	Escalated ming fee	Rs/Tonne		789.86	810.07	847.13	881.42	881.42		
6.0	ROM cost (3.0+4.5)	Rs/Tonne		1,220.61	1,452.27	1,314.50	1,377.53	1,404.13		
 (Petitioner)										

MDO part of CHP is expected to be capitalized in 2021-22. Therefore, LD not adjusted in 2022-23 & 2023-24.

*Note: Escalation in 2022-23 & 2023-4 claimed based on escalation in Sept 2021.

Summary of Transportation Cost

**PART-IV
FORM-1B**

Name of the Petitioner: NTPC Ltd

Name of the Integrated Mine: Pakri Barwadih

Place (Region/District/State): ER/ Hazaribagh/ Jharkhand

S. No.	Particulars	Unit	Existing 2018-19	Amount in Rs Lakhs				
				2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7	8	9
1.1	Depreciation	Rs Lakh	-	-	2,389.34	5,887.01	7,312.01	
1.2	Interest on Loan	Rs Lakh	-	-	1,852.80	4,373.65	4,988.74	
1.3	Return on Equity	Rs Lakh	-	-	1,919.97	4,730.56	5,875.63	
1.4	Interest on Working Capital	Rs Lakh	-	-	12.43	30.25	36.68	
1.5	O&M Expenses	Rs Lakh	-	-	-	-	-	
1.0	Total Annual Transportation Cost (Sum of above 1.1 to 1.5)	Rs Lakh	Not Applicable	-	-	6,174.55	15,021.47	18,213.05
2.0	Quantity	Tonne		84,80,000	66,37,398	1,00,00,000	1,00,00,000	1,00,00,000
3.0	Annual Transportation cost per tonne (1.0 in Rs/2.0)	Rs/Tonne		-	-	61.75	150.21	182.13
4.0	CHP O&M Charges by MDO	Rs/Tonne		-	-	53.15	53.15	53.15
5.0	Transportation Charges by Truck	Rs/Tonne		313.53	344.73	379.21		
6.0	Transportation Cost	Rs/Tonne		313.53	344.73	220.48	203.36	235.28


(Petitioner)

		Statement showing claimed capital cost							PART-IV FORM-2	
									Amount in Rs Lakhs	
Name of the Petitioner: NTPC Ltd										
Name of the Integrated Mine: Pakri Barwadih										
S. No.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24				
1	2	3	4	5	6	7				
1	Opening Capital Cost	1,30,412.68	2,04,080.66	2,32,473.53	2,68,727.66	2,77,094.66				
2	Add: Addition during the year/period	47,794.72	22,846.17	36,254.13	8,367.00	35,285.00				
3	Less: De-capitalization during the year/period									
4	Add: Discharges of Liability during the year	25,873.26	5,546.70							
5	Closing Capital Cost (1+2-3+4)	2,04,080.66	2,32,473.53	2,68,727.66	2,77,094.66	3,12,379.66				
6	Average Capital Cost	1,67,246.67	2,18,277.10	2,50,600.60	2,72,911.16	2,94,737.16				
									 (Petitioner)	

		Statement showing claimed Return on Equity					PART-IV FORM-2A	
Name of the Petitioner: NTPC Ltd								
Name of the Integrated Mine: Pakri Barwadih								
Sr	Particulars	Amount in Rs Lakhs						
		2019-20	2020-21	2021-22	2022-23	2023-24		
1	2	3	4	5	6	7		
A)	Return on Equity							
1	Opening Equity	39,123.80	61,224.20	69,742.06	80,618.30	83,128.40		
2	Add: Increase in equity due to addition during the year / period	14,338.42	6,853.85	10,876.24	2,510.10	10,585.50		
3	Less: Decrease due to De-capitalization during the year / period							
4	Add: Increase due to discharges during the year / period	7,761.98	1,664.01					
5	Closing Equity (1+2-3+4)	61,224.20	69,742.06	80,618.30	83,128.40	93,713.90		
6	Average Equity	50,174.00	65,483.13	75,180.18	81,873.35	88,421.15		
7	Rate of ROE (Pre Tax)	16.964	16.964	16.964	16.964	16.964		
8	Total ROE	8,511.52	11,108.56	12,753.57	13,888.99	14,999.76		
								
		(Petitioner)						

Statement showing claimed Return on Equity (Transportation)

**PART- IV
FORM-2A**

Name of the Petitioner: NTPC Ltd

Name of the Integrated Mine: Pakri Barwadih

Sr	Particulars	Amount in Rs Lakhs				
		2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7
A)						
1	Return on Equity					
	Opening Equity	-	-	-	22,635.86	33,135.86
2	Add: Increase in equity due to addition during the year / period	-	-	22,635.86	10,500.00	3,000.00
3	Less: Decrease due to De-capitalization during the year / period					
4	Add: Increase due to discharges during the year / period					
5	Closing Equity (1+2-3+4)	-	-	22,635.86	33,135.86	36,135.86
6	Average Equity	-	-	11,317.93	27,885.86	34,635.86
7	Rate of ROE (Pre Tax)	16.964	16.964	16.964	16.964	16.964
8	Total ROE	-	-	1,919.97	4,730.56	5,875.63


(Petitioner)

Statement showing claimed O&M cost

**PART-IV
FORM-2B**

Name of the Petitioner: NTPC Ltd

Name of the Integrated Mine: Pakri Barwadih

S. No.	Particulars	Amount in Rs Lakhs				
		2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5		7
1	Opening Capital Cost					
2	Add: Addition during the year/period					
3	Less: De-capitalization during the year/period					
4	Add: Discharges of Liability during the year/period					
5	Closing Capital Cost (1+2-3+4)					
6	Average Capital Cost					
7	Projected annual O&M in terms of Regulation 36I	11,698.18	12,107.62	12,531.38	12,969.98	13,423.93
8	Annual Charge of Agency(ies) Other Than MDO		0	0	0	0


(Petitioner)

Mine Characteristics/Important Details as per Approved Mine Plan dated (07/03/2016)		PART-IV FORM-3	
Name of the Petitioner: NTPC Ltd			
Name of the Integrated Mine: Pakri Barwadih			
Sr No	Parameters	Values	
1	Mining plan/Mine closure plan Revision number and date of revision, if any	No.13016/29/2003-CA-I(Part), Dated.07th March 2016.	
2	Peak rated Capacity	15 MTPA	
3	Year in which proposed to be achieved	12th Year	
4	Mineable reserves (Opencast)	503.39 Million Metric Tonnes	
5	Mining area land - Acquired/ Leased	4210 Ha	
6	If Leased - Period and terms of lease	N.A	
7	Mining Block Area	3943 Ha	
8	Type of Mining	Opencast + UG (Presently Working in Opencast only)	
9	Method of Mining	Opencast (Shovel - Dumper Combination)	
10	Mine life in Years	39 Years (as per approved mining plan)	
11	Scheduled date of commercial operation as per Investment approval	N/A	
12	Distance of Loading Point from mine end	30 Km (Approx) upto Banadag siding	
13	Gross Calorific value (GCV in Kcal/Kg) of coal as per Geological Report, Range ,Mean	2491 to 6280, 4385.5	
14	Specific gravity of coal (Avg)	1.54 (ROM Coal)	
15	Main Equipments	Shovel, Dumper, Drill, Dozer, Grader	
16	Other Important Parameters as deemed necessary	High inclination, (1 in 4), Highly faulted(19 faults), Densely inhabited (27 villages), High stripping ratio, Poor Law & Order, Maoist infested area	
CALENDER PRODUCTION PROGRAMME DURING THIS TARIFF PERIOD			
Production Year/s	Coal Production (Mt)	OB Removal (Mm ³)	Stripping Ratio (m ³ /t)
2019-20	8.48	21.12	2.49
2020-21	9.50	26.11	2.75
2021-22	10.00	25.03	2.50
2022-23	10.00	35.51	3.55
2023-24	10.00	41.44	4.14
ACTUAL PRODUCTION ACHIEVED DURING THIS TARIFF PERIOD			
Production Year/s	Coal Production (Mt)	OB Removal (Mm ³)	Stripping Ratio (m ³ /t)
2019-20	Shall be provided at the time of truing up		
2020-21			
2021-22			
2022-23			
2023-24			
			 (Petitioner)

Normative parameters considered for Input Price computations										PART- IV FORM-3A	
Name of the Petitioner: NTPC Ltd											
Name of the Integrated Mine: Pakri Barwadih											
Particulars	Unit	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24				
1	2	3	4	5	6	7	8				
Base Rate of Return on Equity	%		14	14	14	14	14				
Effective Tax Rate	%		17.472	17.472	17.472	17.472	17.472				
Input Cost of Coal for WC	in days	Not Applicable	7	7	7	7	7				
Consumption of stores and spares % of O&M	%		15	15	15	15	15				
One Month O&M Expenses	Rs lakh		974.85	1008.97	1044.28	1080.83	1118.66				
Rate of Interest on Working Capital	%		12.05	11.25	10.50	10.50	10.50				
										 (Petitioner)	

PART-I		
FORM-6		
Financial Package upto COD		
Name of the Company	NTPC LTD	
Name of the Coal Mine :	Pakri Barwadih	
Date of Commercial Operation of the Coal Mine	01.04.2019	
		(Rs. in Lakhs)
	Financial Package as on 01.04.2019	
	Currency and Amount	
1	2	3
		Coal Mine COD
VIJAYA BANK - IV	INR	2500.00
BANK OF MAHARASHTRA IV	INR	5000.00
BANK OF MAHARASHTRA V	INR	2000.00
Corporation Bank-III	INR	10000.00
CANARA BANK	INR	8000.00
HDFC Bank Ltd-II	INR	15000.00
HDFC Bank Ltd-III	INR	1000.00
HDFC Bank Ltd-V	INR	2600.00
ICICI Bank Ltd-IV	INR	14200.00
ICICI Bank Ltd-V	INR	5250.00
ICICI Bank Ltd-VI	INR	16271.00
IDFC Bank-IV	INR	12000.00
Indian Overseas Bank	INR	6000.00
J&K Bank-IV	INR	1900.00
Karnataka Bank Limited	INR	5375.00
Power Finance Corporation Ltd-V	INR	14800.00
Punjab national Bank III	INR	3500.00
Punjab national Bank IV	INR	4200.00
STATE BANK OF INDIA-VI	INR	4000.00
STATE BANK OF INDIA-VIII	INR	7928.57
STATE BANK OF INDIA-IX	INR	20000.00
STATE BANK OF INDIA-X	INR	17300.00
Vijaya Bank-VI	INR	14500.00
Bonds Sr 54	INR	26600.00
Bonds Sr 57	INR	800.00
Bonds Sr 58	INR	1000.00
Bonds Sr 60	INR	3300.00
Bonds Sr 61	INR	2000.00
Bonds Sr 64	INR	4300.00
Bonds Sr 66	INR	6000.00
Bonds Sr 67	INR	21521.00
Sub Total		258845.57
Less: Repayments upto 31.03.2019		91984.00
TOTAL		166861.57

Details of Allocation of Corporate Bonds to various projects

FORM-8

Name of the Company **NTPC LIMITED**
 Name of the Power Station **PAKRI BARWADHI**
 Commercial Operation Date **01-04-2019**

(Amount in Rs. Lakhs)

Particulars	54	57	58	60	61	64	66	67
Source of Loan - Bonds	54	57	58	60	61	64	66	67
Currency	INR	INR	INR	INR	INR	INR	INR	INR
Amount of Loan sanctioned (In Lakh)	10,30,683.05	50,000.00	30,000.00	1,00,000.00	1,07,250.00	70,000.00	3,92,500.00	4,00,000.00
Amount of Gross Loan drawn upto COD (In Lakh)	10,30,683.05	50,000.00	30,000.00	1,00,000.00	1,07,250.00	70,000.00	3,92,500.00	4,00,000.00
Interest Type	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
Fixed Interest Rate, if	8.49%	8.19%	8.18%	8.05%	8.10%	7.49%	7.37%	8.30%
Base Rate, if Floating	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Margin, if Floating Interest	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Are there any Caps/Floor	No	No	No	No	No	No	No	No
If above is yes, specify	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Moratorium Period (In	8	10	5	10	5	15	15	10
Moratorium effective from*	25-03-2015	15-12-2015	31-12-2015	05-05-2016	27-05-2016	07-11-2016	14-12-2016	15.01.2019
Repayment Period	Installments Due on 25/03/2023, 25/03/2024 & 25/03/2025	Bullet Repayment	Bullet Repayment	Bullet Repayment	Installments Due on 27/05/2021, 27/05/2026 & 27/05/2031	Bullet Repayment	Bullet Repayment	Bullet Repayment
Repayment effective from	25-03-2023	15-12-2025	31-12-2020	05-05-2026	27-05-2021	07-11-2031	14-12-2031	15.01.2029
Repayment Frequency	Installments Due on 25/03/2023, 25/03/2024 & 25/03/2025	Bullet Repayment	Bullet Repayment	Bullet Repayment	Installments Due on 27/05/2021, 27/05/2026 & 27/05/2031	Bullet Repayment	Bullet Repayment	Bullet Repayment
Repayment Instalment (In Lakh)	Installments 1st - 206,136.61 2nd -	50,000.00	30,000.00	1,00,000.00	Installments 1st - 35,750.00 2nd -	70,000.00	3,92,500.00	4,00,000.00
Base Exchange Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Door to Door Maturity (In Years)	10	10	5	10	15	15	15	10

Name of the Projects	54	57	58	60	61	64	66	67
Anantpur Solar	5,600.00			15,100.00	4,500.00			-
Auraiya R & M		1,400.00						-
Badarpur R&M	2,300.00							-
Barh I	74,883.05	8,900.00	4,000.00	14,800.00	8,850.00	9,300.00	46,300.00	65,957.14
Barh II	63,500.00		2,400.00	1,700.00	500.00		2,000.00	1,000.00
Bhadla Solar				11,200.00	5,000.00			-
Bongaigaon	54,000.00	500.00	600.00	5,200.00	3,000.00	6,800.00	12,700.00	38,819.64
Chatti Bariatu CMB	8,100.00			1,500.00			300.00	-
Dadri Gas R & M	600.00							-
Dariipalli	49,200.00		13,500.00		5,000.00	7,500.00	36,400.00	-
Dulanga CMB							25,400.00	-
Farakka III	10,900.00							-
Farakka R & M	2,000.00							-
Gadarwara	81,000.00	2,000.00		6,500.00	7,500.00	2,500.00	28,100.00	25,900.00
Gandhar R & M	4,300.00	800.00	2,000.00					-
Kahalgaon II Phase I							600.00	-
Kahalgaon II Phase II	1,800.00							-
Kawas R & M	1,400.00							-
Khargone	45,000.00	3,000.00		500.00	2,000.00	3,200.00	24,700.00	36,500.00
Khstpp R & M	2,000.00	500.00						-
Koldam	25,100.00	3,700.00					900.00	8,598.21
Korba III	9,200.00	500.00					900.00	2,135.00
Korba R & M	4,400.00							-
Kudgi	1,23,300.00			3,800.00	10,000.00	5,000.00	30,300.00	10,000.00
Lara I	53,300.00	13,700.00		3,100.00	11,000.00	8,600.00	39,500.00	47,812.50
Lata Tapovan	1,600.00							-
Mauda	21,900.00		2,700.00				3,200.00	715.00
Mauda II	45,800.00				4,000.00	3,300.00	11,000.00	-
Mandsaur Solar				3,400.00	5,000.00			1,000.00
NCTPP II	11,000.00	500.00						1,601.00
NCTPP R & M	3,700.00		1,000.00					-
North Karanpura	12,400.00			7,500.00	5,000.00	1,800.00	32,300.00	55,900.00
Pakri Barwadhi CMB	26,600.00	800.00	1,000.00	3,300.00	2,000.00	4,300.00	6,000.00	21,521.00
Ramaqundam I & II R & M	2,400.00		1,000.00		500.00			-
Rammam	3,100.00						2,000.00	2,500.00
Rihand III	28,300.00	800.00					3,200.00	4,270.00
Rihand R & M	2,500.00							-
Simhadari II	26,800.00	1,000.00		2,000.00			2,000.00	4,804.00
Simhadari R & M	900.00							-
Vidhyachal Hydro	1,900.00							500.00
Singrauli R & M	1,600.00							-
Vindhyachal Solar	4,800.00							-
Sipat I	20,500.00	1,400.00					1,700.00	-
Sipat II								-
Solapur	70,300.00		1,000.00	2,400.00	7,000.00	5,100.00	25,300.00	25,200.00
Talcher II	12,000.00	700.00			1,200.00		500.00	-

Tanda II	9,000.00	400.00		8,000.00	4,500.00	2,900.00	21,600.00	12,500.00
Tanda R & M					400.00			-
Tapovan Vishnugad	26,400.00		800.00	4,600.00	2,800.00	5,500.00	8,400.00	15,062.50
Telangana					11,700.00		5,800.00	-
TSTPP R & M	1,600.00	1,000.00						-
TTPS R & M	1,000.00							-
Unchahar IV	17,400.00	4,800.00		1,800.00	5,000.00	3,500.00	14,700.00	2,500.00
Unchahar R & M	3,400.00							-
Vindhyachal IV	17,200.00	500.00					3,100.00	4,804.00
Vindhyachal R & M	1,200.00	900.00		1,000.00				-
Vindhyachal V	33,500.00	2,200.00		2,600.00	800.00	700.00	3,600.00	5,500.00
TALAI PALI COAL MINE								4,900.00
Total	10,30,683.05	50,000.00	30,000.00	1,00,000.00	1,07,250.00	70,000.00	3,92,500.00	4,00,000.00

*Moratorium period has been taken as the period from Deemed Date of Allotment till the date of first Redemption.

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 5050000331			TRANCHE NO T00001			D00003		
Unsecured Loan From Corporation Bank-III								
Source of Loan : Corporation Bank-III								
Currency : INR								
Amount of Loan : 5,00,00,00,000								
Total Drawn amount : 50,00,00,000								
Date of Drawal : 25.03.2013								
Interest Type : Floating								
Fixed Interest Rate : D00003-10.25%								
Base Rate, If Floating Interest : -								
Margin, If Floating Interest : -								
Are there any Caps/ Floor : Y/N								
Frequency of Intt. Payment : MONTHLY								
If Above is yes, specify Caps/ Floor :								
Moratorium Period : 5 Years								
Moratorium effective from : 28.09.2012								
Repayment Period (Inc Moratorium) : 15 Years								
Repayment Frequency : 20 Half Yearly Instalment								
Repayment Type : AVG								
First Repayment Date : 28-Mar-18								
Base Exchange Rate : RUPEE								
Date of Base Exchange Rate : N.A.								
Project Code			Project Name			Amount		
			PAKRI BARWADIH			50,00,00,000		
Total Allocated Amount						50,00,00,000		



Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 5050000331		TRANCHE NO T00001	D00005
Unsecured Loan From Corporation Bank-III			
Source of Loan :	Corporation Bank-III		
Currency :	INR		
Amount of Loan :	5,00,00,00,000		
Total Drawn amount :	50,00,00,000		
Date of Drawal :	01.11.2013		
Interest Type :	Floating		
Fixed Interest Rate :	D00005-10.25%		
Base Rate, If Floating Interest	-		
Margin, If Floating Interest :	-		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	5 Years		
Moratorium effective from :	28.09.2012		
Repayment Period (Inc Moratorium) :	15 Years		
Repayment Frequency :	20 Half Yearly Instalment		
Repayment Type :	AVG		
First Repayment Date :	28-Mar-18		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	PAKRI BARWADIH	50,00,00,000	
Total Allocated Amount		50,00,00,000	

Statement Giving Details of Project Financed through a Combination of loan

TRANCHE NO

BP NO 5050000351

T00001

D00002

Unsecured Loan From Canara Bank - III		
Source of Loan :	Canara Bank - III	
Currency :	INR	
Amount of Loan :	10,00,00,00,000	
Total Drawn amount :	2,50,00,00,000	
Date of Drawal :	22.07.2013	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00002- 9.95%	
Margin, If Floating Interest :	NIL	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	5 Years	
Moratorium effective from :	28.03.2013	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	20 Half Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	28.09.2018	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-II	1,53,00,00,000
	PAKRI BARWADIH COAL MINE	80,00,00,000
	CHATTI BAIRATU COAL MINE	17,00,00,000
Total Allocated Amount		2,50,00,00,000

Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From HDFC Bank Ltd.-II		
Source of Loan :	HDFC Bank Ltd.-II	
Currency :	INR	
Amount of Loan :	10,00,00,00,000	
Total Drawn amount :	1,50,00,00,000	
Date of drawl	18.11.2.10	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00002=8.00%	
Margin, If Floating Interest :	D00002= 0.75%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	26.10.2010	
Repayment Period (Inc Moratorium) :	10 Years	
Repayment Frequency :	14 Half Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	26.04.2014	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	PAKRI BARWADIH-I	1,50,00,00,000
Total Allocated Amount		1,50,00,00,000



Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From HDFC Bank Ltd.-III		
Source of Loan :	HDFC Bank Ltd.-III	
Currency :	INR	
Amount of Loan :	20,00,00,00,000	
Total Drawn amount :	2,00,00,00,000	
Date of Drawal:	11.07.2016	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00005-9.10%	
Margin, If Floating Interest :	NIL	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	04.12.2014	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	04.12.2021	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	TAPOVAN VISHNUGAD	9,00,00,000
	SOLAPUR	9,00,00,000
	GADARWARA	36,00,00,000
	UNCHAHAAR STPP IV	15,00,00,000
	NORTH KARANPURA	4,00,00,000
	DARLIPALLI	48,00,00,000
	TANDA-II	9,00,00,000
	ANANTPUR SOLAR	9,00,00,000
	MOUDA-II	20,00,00,000
	KUDGI	31,00,00,000
	PAKRI BARWADIH	10,00,00,000
Total Allocated Amount		2,00,00,00,000



Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 5050000561

TRANCHE NO
T00001

D00003

Unsecured Loan From HDFC Bank Ltd.-V		
Source of Loan :	HDFC Bank Ltd.-V	
Currency :	INR	
Amount of Loan :	20,00,00,00,000	
Total Drawn amount :	1,00,00,00,000	
Date of Drawl:	13.11.2017	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest		
Margin, If Floating Interest :	D0003-7.9%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	25-Sep-18	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	25-Sep-24	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	SOLAPUR	77,00,00,000
	PAKRI BARWADIH COAL MINE	26,00,00,000
	BONGAIGAON	27,00,00,000.00
	TELANGANA	12,00,00,000.00
	BARH - II	10,00,00,000.00
	ROJMAL WIND	15,00,00,000.00
	LARA	10,00,00,000.00
	CHATTI BARIATU CMB	15,00,00,000.00
	DULANGA COAL MINE	8,00,00,000.00
Total Allocated Amount		2,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000451		TRANCHE NO T00001	D00003
Unsecured Loan From ICICI-IV			
Source of Loan :	ICICI-IV		
Currency :	INR		
Amount of Loan :	20,00,00,00,000		
Total Drawn amount :	2,50,00,00,000		
Date of Drawal			
Interest Type :	Floating		
Fixed Interest Rate :			
Base Rate, If Floating Interest	D00003 -9.10%		
Margin, If Floating Interest :	NIL		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	6 Years		
Moratorium effective from :	16.02.2016		
Repayment Period (Inc Moratorium) :	15 years		
Repayment Frequency :	9 Yearly Instalment		
Repayment Type :	AVG		
First Repayment Date :	16.02.2023		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	LARA	30,00,00,000.00	
	GADARWARA	55,00,00,000.00	
	UNCHAHAR STPP IV	15,00,00,000.00	
	NORTH KARANPURA	30,00,00,000.00	
	DARLIPALLI	50,00,00,000.00	
	TANDA-II	15,00,00,000.00	
	KHARGONE	15,00,00,000.00	
	PAKRI BARWADIH	30,00,00,000.00	
	CHATTI BARIATU	10,00,00,000.00	
Total Allocated Amount		2,50,00,00,000.00	

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000451		TRANCHE NO T00001	D00004
Unsecured Loan From ICICI-IV			
Source of Loan :	ICICI-IV		
Currency :	INR		
Amount of Loan :	20,00,00,00,000		
Total Drawn amount :	2,25,00,00,000		
Date of Drawal			
Interest Type :	Floating		
Fixed Interest Rate :			
Base Rate, If Floating Interest	D00004 -9.10%		
Margin, If Floating Interest :	NIL		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	6 Years		
Moratorium effective from :	16.02.2016		
Repayment Period (Inc Moratorium) :	15 years		
Repayment Frequency :	9 Yearly Instalment		
Repayment Type :	AVG		
First Repayment Date :	16.02.2023		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	LARA	30,00,00,000.00	
	GADARWARA	30,00,00,000.00	
	UNCHAHAH STPP IV	5,00,00,000.00	
	NORTH KARANPURA	30,00,00,000.00	
	DARLIPALLI	30,00,00,000.00	
	TANDA-II	30,00,00,000.00	
	KHARGONE	15,00,00,000.00	
	KUDGI	30,00,00,000.00	
	ANANTPUR SOLAR	17,00,00,000.00	
	PAKRI BARWADIH	8,00,00,000.00	
Total Allocated Amount		2,25,00,00,000.00	

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000451			TRANCHE NO T00001			D00008			
Unsecured Loan From ICICI-IV									
Source of Loan :	ICICI-IV								
Currency :	INR								
Amount of Loan :	20,00,00,00,000								
Total Drawn amount :	1,00,00,00,000								
Date of Drawal									
Interest Type :	Floating								
Fixed Interest Rate :									
Base Rate, If Floating Interest	D00004 -7.9%								
Margin, If Floating Interest :	NIL								
Are there any Caps/ Floor :	Y/N								
Frequency of Intt. Payment	MONTHLY								
If Above is yes, specify Caps/ Floor :									
Moratorium Period :	6 Years								
Moratorium effective from :	16.02.2016								
Repayment Period (Inc Moratorium) :	15 years								
Repayment Frequency :	9 Yearly Instalment								
Repayment Type :	AVG								
First Repayment Date :	16.02.2023								
Base Exchange Rate :	RUPEE								
Date of Base Exchange Rate :	N.A.								
Project Code	Project Name							Amount	
	DADRI GAS R&M							56,00,00,000.00	
	PAKRI BARWADIH CMB							44,00,00,000.00	
Total Allocated Amount							1,00,00,00,000.00		

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000451			TRANCHE NO T00001			D00009			
Unsecured Loan From ICICI-IV									
Source of Loan :	ICICI-IV								
Currency :	INR								
Amount of Loan :	20,00,00,00,000								
Total Drawn amount :	1,00,00,00,000								
Date of Drawal									
Interest Type :	Floating								
Fixed Interest Rate :									
Base Rate, If Floating Interest	D00004 -7.9%								
Margin, If Floating Interest :	NIL								
Are there any Caps/ Floor :	Y/N								
Frequency of Intt. Payment	MONTHLY								
If Above is yes, specify Caps/ Floor :									
Moratorium Period :	6 Years								
Moratorium effective from :	16.02.2016								
Repayment Period (Inc Moratorium) :	15 years								
Repayment Frequency :	9 Yearly Instalment								
Repayment Type :	AVG								
First Repayment Date :	16.02.2023								
Base Exchange Rate :	RUPEE								
Date of Base Exchange Rate :	N.A.								
Project Code	Project Name							Amount	
	BARH-I							40,00,00,000.00	
	PAKRI BARWADIH CMB							60,00,00,000.00	
Total Allocated Amount							1,00,00,00,000.00		



Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000461		TRANCHE NO T00001	D00001
Unsecured Loan From ICICI-V			
Source of Loan :	ICICI-V		
Currency :	INR		
Amount of Loan :	30,00,00,00,000		
Total Drawn amount :	28,00,00,00,000		
Date of Drawal	20.12.2016		
Interest Type :	Floating		
Fixed Interest Rate :			
Base Rate, If Floating Interest	D00001 -8.80%		
Margin, If Floating Interest :	NIL		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	3 Years		
Moratorium effective from :	20.12.2016		
Repayment Period (Inc Moratorium) :	12 years		
Repayment Frequency :	9 Yearly Instalment		
Repayment Type :	AVG		
First Repayment Date :	20.12.2020		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	SINGRAULI 8MW HYDRO	8,75,00,000.00	
	BARH-I	28,57,14,290.00	
	BARH-II	6,75,75,89,280.00	
	BONGAIGAON	2,94,19,64,287.00	
	FARAKKA III	11,42,85,716.00	
	FARIDABAD SOLAR PV	8,75,00,000.00	
	KOLDAM	3,52,50,00,000.00	
	KUDGI	2,00,00,00,000.00	
	LARA	2,28,12,50,000.00	
	MOUDA-I	1,05,44,64,284.00	
	MOUDA-II	50,00,00,000.00	
	NCTPP-II	14,28,57,139.00	
	NORTH KARANPURA	50,00,00,000.00	
	PAKRI BARWADIH CMB	52,50,00,000.00	
	RAJGARH SOLAR	13,12,50,000.00	
	RIHAND-III	1,22,85,71,426.00	
	SIMHADRI-II	23,21,42,855.00	
	SINGRAULI SOLAR	8,75,00,000.00	
	SIPAT-I	23,43,75,000.00	
	SIPAT-II	1,01,07,14,287.00	
	TAPOVAN VISHNUGAD	65,62,50,000.00	
	VINDHYACHAL-IV	2,45,00,00,000.00	
	VINDHYACHAL-V	1,00,00,00,000.00	
	GANDHAR R&M	16,60,71,436.00	
Total Allocated Amount		28,00,00,00,000.00	

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000541		TRANCHE NO T0001	D0002
Unsecured Loan From ICICI-VI			
Source of Loan :	ICICI-VI		
Currency :	INR		
Amount of Loan :	30,00,00,00,000		
Total Drawn amount :	3,00,00,00,000		
Date of Drawal	25.09.2017		
Interest Type :	Floating		
Fixed Interest Rate :			
Base Rate, If Floating Interest	D0002-7.90%		
Margin, If Floating Interest :	NIL		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	6 Years		
Moratorium effective from :	11.09.2017		
Repayment Period (Inc Moratorium) :	15 years		
Repayment Frequency :	9 Yearly Instalment		
Repayment Type :	AVG		
First Repayment Date :	11.09.2024		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	MOUDA-I	7,15,00,000.00	
	PAKRI BARWADIH CMB	82,71,00,000.00	
	TALAIPALI COAL MINE	34,00,00,000.00	
	KORBA-III	21,35,00,000.00	
	NCTPP-II	16,01,00,000.00	
	RIHAND-III	42,70,00,000.00	
	SIMHADRI-II	48,04,00,000.00	
	VSTPP-IV	48,04,00,000.00	
	Total Allocated Amount	3,00,00,00,000.00	

Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 50500000541		TRANCHE NO T00001	D0006
Unsecured Loan From ICICI-VI			
Source of Loan :	ICICI-VI		
Currency :	INR		
Amount of Loan :	30,00,00,00,000		
Total Drawn amount :	1,00,00,00,000		
Date of Drawal	11.12.2017		
Interest Type :	Floating		
Fixed Interest Rate :			
Base Rate, If Floating Interest	D0006-7.85 %		
Margin, If Floating Interest :	NIL		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	6 Years		
Moratorium effective from :	11.09.2017		
Repayment Period (Inc Moratorium) :	15 years		
Repayment Frequency :	9 Yearly Instalment		
Repayment Type :	AVG		
First Repayment Date :	11.09.2024		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	KOLDAM	5,00,00,000.00	
	PAKRI BARWADIH CMB	80,00,00,000.00	
	TALAIPALI COAL MINE	15,00,00,000.00	
Total Allocated Amount		1,00,00,00,000.00	

Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO

BP NO 5050000591

T00001

D0001

Unsecured Loan From IDFC Bank-IV		
Source of Loan :	IDFC Bank-IV	
Currency :	INR	
Amount of Loan :	20,00,00,00,000	
Total Drawn amount :	3,00,00,00,000	
Date of Drawal:	28.02.2018	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	7.80%	
Margin, If Floating Interest :		
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	12-Feb-18	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	12-Feb-25	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	50,00,00,000.00
	GADARWARA	50,00,00,000.00
	NORTH KARANPURA	40,00,00,000.00
	TELANGANA	40,00,00,000.00
	PAKRI BARWADIH CMB	1,20,00,00,000
Total Allocated Amount		3,00,00,00,000



Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO

BP NO 5050000501

T00001

Unsecured Loan From Bank of Karnataka Bank		
Source of Loan :	Karnataka Bank-II	
Currency :	INR	
Amount of Loan :	5,00,00,00,000	
Total Drawn amount :	5,00,00,00,000	
Date of Drawal	28.03.2017	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	7.70%	
Margin, If Floating Interest :		
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	Nil	
Moratorium effective from :	28.03.2017	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9f Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	28.03.2021	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	93,75,00,000.00
	BARH-II	1,31,25,00,000.00
	BONGAIGAON	17,85,71,427.00
	KORBA-III	36,78,57,143.00
	LARA-I	9,37,50,000.00
	PAKRI BARWADIH	53,75,00,000.00
	RIHAND-III	45,98,21,428.00
	SOLAPUR	46,87,50,000.00
	VINDHYACHAL-IV	35,71,42,855.00
	SIMHADRI-II	28,66,07,147.00
Total Allocated Amount		5,00,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM PFC-V		
Source of Loan :	PFC-V	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	4,00,00,00,00,000	
Date of Drawl	22.11.2010	
Interest Type :	Fixed with Reset after every 3 Years	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00022-8.44%	
Margin, If Floating Interest :	D00022 - 0.45%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	4 Years	
Moratorium effective from :	26.12.2008	
Repayment Period (Inc Moratorium) :	16 Years	
Repayment Frequency :	48 Quarterly Instalments	
Repayment Type :	FIFO	
First Repayment Date :	15.07.2013	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	KAHALGAON II	20,00,00,000.00
	KOLDAM	10,00,00,000.00
	FARAKKA III	25,00,00,000.00
	NCTPP-DADRI-II	10,00,00,000.00
	SIMHADRI-II	10,00,00,000.00
	BONGAIGAON	20,00,00,000.00
	BARH-II	55,00,00,000.00
	MAUDA	40,00,00,000.00
	VINDHYACHAL IV	20,00,00,000.00
	RIHAND-III	35,00,00,000.00
	TALCHER-II	30,00,00,000.00
	RIHAND-II	15,00,00,000.00
	VINDHYACHAL III	50,00,00,000.00
	UNCHAHAHAR-III	20,00,00,000.00
	PAKRI BARWADIH	40,00,00,000.00
Total Allocated Amount		4,00,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM PFC-V		
Source of Loan :	PFC-V	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	5,00,00,00,00,000	
Date of Drawl	15.12.2011	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00032 - 9.58%	
Margin, If Floating Interest :	D00032 - 0.45%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	4 Years	
Moratorium effective from :	26.12.2008	
Repayment Period (Inc Moratorium) :	16 Years	
Repayment Frequency :	48 Quarterly Instalments	
Repayment Type :	FIFO	
First Repayment Date :	15.07.2013	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	SIMHADRI-II	82,00,00,000.00
	VINDHYACHAL-IV	50,00,00,000.00
	PAKRI BARWADIH	73,00,00,000.00
	FARAKKA-III	42,00,00,000.00
	NCTPP-II	37,00,00,000.00
	TALCHER STPP-II	34,00,00,000.00
	TAPOVAN VISHNUGAD	48,00,00,000.00
	KOLDAM	97,00,00,000.00
	BADARPUR R&M	30,00,00,000.00
	RIHAND R&M	7,00,00,000.00
Total Allocated Amount		5,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM PFC-V		
Source of Loan :	PFC-V	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	4,50,00,00,000	
Date of Drawl	29.03.2012	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00038 - 9.62%	
Margin, If Floating Interest :	D00038 - 0.45%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	4 Years	
Moratorium effective from :	26.12.2008	
Repayment Period (Inc Moratorium) :	16 Years	
Repayment Frequency :	48 Quarterly Instalments	
Repayment Type :	FIFO	
First Repayment Date :	15.07.2013	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	RIHAND-III	1,40,00,00,000.00
	PAKRI BARWADIH	35,00,00,000.00
	SIPAT-I	30,00,00,000.00
	SIMHADRI-II	1,15,00,00,000.00
	FARAKKA-III	45,00,00,000.00
	BARH-II	20,00,00,000.00
	BONGAIGAON	65,00,00,000.00
Total Allocated Amount		4,50,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From Punjab National Bank-III		
Source of Loan :	Punjab National Bank-III	
Currency :	INR	
Amount of Loan :	20,00,00,00,000	
Total Drawn amount :	5,00,00,00,000	
Date of Drawl	26.09.2018	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	8.05%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	26.09.2018	
Repayment Period (Inc Moratorium) :	12 Years	
Repayment Frequency :	9 Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	01.02.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	1,10,00,00,000.00
	BONGAIGAON	1,00,00,00,000.00
	KUDGI-I	35,00,00,000.00
	LARA-I	15,00,00,000.00
	PAKRI BARWADIH	35,00,00,000.00
	SOLAPUR	40,00,00,000.00
	TAPOVAN VISHNUGARH	40,00,00,000.00
	TANDA II	1,25,00,00,000.00
Total Allocated Amount		5,00,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From Punjab National Bank-IV		
Source of Loan :	Punjab National Bank-III III IV	
Currency :	INR	
Amount of Loan :	20,00,00,00,000	
Total Drawn amount :	20,00,00,00,000	
Date of Drawl	01.01.2019	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	8.60%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	01.01.2019	
Repayment Period (Inc Moratorium) :	12 Years	
Repayment Frequency :	9 Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	01.02.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	UNCHAHAR STPP IV	65,00,00,000.00
	TANDA-II	85,00,00,000.00
	NCTPP-II	36,43,00,000.00
	DADRI GAS R&M	56,00,00,000.00
	KORBA-III	15,00,00,000.00
	SIPAT-II	17,14,00,000.00
	FARAKKA-III	8,57,00,000.00
	KAHALGAON-II	17,14,00,000.00
	BARH-I	1,08,57,00,000.00
	BARH-II	8,00,00,000.00
	NORTH KARANPURA	1,09,00,00,000.00
	KOLDAM	6,43,00,000.00
	TAPOVAN VISHNUGAD	28,57,00,000.00
	PAKRI BARWADIH	42,00,00,000.00
	CHATTI BARIATU	1,00,00,00,000.00
	CHATTI BARIATU	10,00,00,000.00
	BONGAIGAON	36,43,00,000.00
	KUDGI	60,00,00,000.00

	LARA	1,23,00,00,000.00
	GADARWARA	2,27,72,00,000.00
	DARLIPALLI	2,73,00,00,000.00
	KHARGONE	50,00,00,000.00
	ANANTPUR SOLAR	17,00,00,000.00
	TALAI PALI COAL MINE	5,00,00,00,000.00
	Total Allocated Amount	20,00,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

BP NO 5050000141		TRANCHE NO T00001	D00005
Unsecured Loan From State Bank of India - VI			
Source of Loan :	State Bank of India - VI		
Currency :	INR		
Amount of Loan :	15,75,00,00,000		
Total Drawn amount :	2,25,00,00,000		
Date of Drawl	11.12.2010		
Interest Type :	Floating		
Fixed Interest Rate :			
Base Rate, If Floating Interest	D00005- 7.6%		
Margin, If Floating Interest :	D00005- 1.90%		
Are there any Caps/ Floor :	Y/N		
Frequency of Intt. Payment	MONTHLY		
If Above is yes, specify Caps/ Floor :			
Moratorium Period :	3 Years		
Moratorium effective from :	14.05.2009		
Repayment Period (Inc Moratorium) :	10 Years		
Repayment Frequency :	14 Half Yearly		
Repayment Type :	AVG		
First Repayment Date :	30.09.2012		
Base Exchange Rate :	RUPEE		
Date of Base Exchange Rate :	N.A.		
Project Code	Project Name	Amount	
	BONGAIGAON	25,00,00,000.00	
	BARH-II	35,00,00,000.00	
	MAUDA	25,00,00,000.00	
	PAKRI BARWADIH	40,00,00,000.00	
	KORBA-III	20,00,00,000.00	
	SIPAT-II	10,00,00,000.00	
	KOLDAM	10,00,00,000.00	
	SIMHADRI-II	20,00,00,000.00	
	VINDHYACHAL IV	15,00,00,000.00	
	RIHAND-III	25,00,00,000.00	
Total Allocated Amount		2,25,00,00,000.00	



Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM SBI-VIII		
Source of Loan :	SBI-VIII	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	5,00,00,00,00,000	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D0008-9.30%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	21.01.2015	
Repayment Period (Inc Moratorium) :	9 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.01.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	54,00,00,000
	TAPOVAN VISHNUGAD	13,00,00,000
	BONGAIGAON	23,00,00,000
	BARH-II	22,00,00,000
	KUDGI-I	81,00,00,000
	MOUDA-II	25,00,00,000
	SOLAPUR	35,00,00,000
	VINDHYACHAL-V	13,00,00,000
	LARA-I	85,00,00,000
	GADARWARA	49,00,00,000
	UNCHAHAR-IV	10,00,00,000
	NORTH KARANPURA	8,00,00,000
	DARLIPALLI	34,00,00,000
	TANDA-II	26,00,00,000
	PAKRI BARWADIH	12,00,00,000
	RIHAND-III	10,00,00,000
	Total Allocated Amount	5,00,00,00,000

Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM SBI-VIII		
Source of Loan :	SBI-VIII	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	3,00,00,00,00,000	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00011-9.30%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	21.01.2015	
Repayment Period (Inc Moratorium) :	9 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.01.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	31,00,00,000
	BONGAIGOAN	30,00,00,000
	DARLIPALLI	16,00,00,000
	GADARWARA	72,00,00,000
	KHARGONE	5,00,00,000
	LARA-I	33,00,00,000
	MOUDA-II	26,00,00,000
	NORTH KARANPURA	8,00,00,000
	TANDA-II	15,00,00,000
	TAPOVAN VISHNUGARH	21,00,00,000
	UNCHA HAR-IV	7,00,00,000
	PAKRI BARWADIH	4,00,00,000
	CHATTI BARIATU	9,00,00,000
	SIMHADRI-II	12,00,00,000
	RAMAGUNDAM R&M	11,00,00,000
Total Allocated Amount		3,00,00,00,000



Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From SBI-VIII		
Source of Loan :	SBI-VIII	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	4,00,00,00,00,000	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00012-9.30%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	21.01.2015	
Repayment Period (Inc Moratorium) :	9 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.01.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	25,00,00,000
	BONGAIGAON	32,00,00,000
	DARLIPALLI	22,00,00,000
	GADARWARA	56,00,00,000
	KUDGI	30,00,00,000
	LARA	23,00,00,000
	MOUDA-II	44,00,00,000
	NORTH KARANPURA	17,00,00,000
	PAKRI BARWADIH	11,00,00,000
	SOLAPUR	62,00,00,000
	TANDA-II	15,00,00,000
	TAPOVAN VISHNUGAD	18,00,00,000
	UNCHAHAR-IV	12,00,00,000
	VINDHYACHAL-V	13,00,00,000
	MOUDA-I	20,00,00,000
Total Allocated Amount		4,00,00,00,000

Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO		
BP NO 5050000442	T00001	D00014
Unsecured Loan From SBI-VIII		
Source of Loan :	SBI-VIII	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	3,00,00,00,00,000	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00014-9.30%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	21.01.2015	
Repayment Period (Inc Moratorium) :	9 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.01.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	9,00,00,000
	BONGAIGOAN	22,00,00,000
	DARLIPALLI	35,00,00,000
	KUDGI-I	67,00,00,000
	LARA-I	77,00,00,000
	PAKRI BARWADIH	16,00,00,000
	TANDA-II	25,00,00,000
	TAPOVAN VISHNUGARH	12,00,00,000
	UNCHAHAH STPP IV	10,00,00,000
	KHARGONE	17,00,00,000
	VINDHYACHAL-V	10,00,00,000
Total Allocated Amount		3,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From SBI-VIII		
Source of Loan :	SBI-VIII	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	50,00,00,000	
Date of Drawl	19.04.2016	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00017-9.30%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	21.01.2015	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.01.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	PAKRI BARWADIH CMP	32,00,00,000
	CHATTI BARIATU	18,00,00,000
Total Allocated Amount		50,00,00,000

Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO		
BP NO 5050000442	T00001	D00024
Unsecured Loan From SBI-VIII		
Source of Loan :	SBI-VIII	
Currency :	INR	
Amount of Loan :	1,00,00,00,00,000	
Total Drawn amount :	11,50,00,00,00,000	
Date of Drawl	14.02.2017	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D00024-8.0%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	21.01.2015	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.01.2022	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	3,00,00,00,000
	BONGAIGAON	34,28,57,142
	FARAKKA III	14,28,57,141
	GADARWARA	2,50,00,00,000
	KOLDAM	92,85,71,427
	KORBA-III	2,85,71,428
	KUDGI	1,00,00,00,000
	MOUDA-I	40,71,42,856
	NCTPP-II	15,71,42,855
	NORTH KARANPURA	1,00,00,00,000
	RIHAND-III	32,14,28,570
	SIMHADRI-II	53,28,57,141
	SIPAT-I	21,42,85,711
	SIPAT-II	5,71,42,856
	TAPOVAN VISHNUGAD	50,00,00,000
	VINDHYACHAL IV	32,42,85,714
	PAKRI BARWADIH	4,28,57,159
Total Allocated Amount		11,50,00,00,000

Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From SBI-VIII		
Source of Loan :	SBI-IX	
Currency :	INR	
Amount of Loan :	30,00,00,00,000	
Total Drawn amount :	2,00,00,00,000	
Date of Drawal:	04.05.2017	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	7.90%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	31.03.2017	
Repayment Period (Inc Moratorium) :	12 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	31.03.2021	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	54,00,00,000
	TAPOVAN VISHNUGARH	16,00,00,000
	BONGAIGAON	20,00,00,000
	LARA	22,00,00,000
	GADARWARA	12,00,00,000
	TELANGANA	16,00,00,000
	KOLDAM	10,00,00,000
	PAKRI BARWADIH CMB	50,00,00,000
Total Allocated Amount		2,00,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From SBI-X		
Source of Loan :	SBI-X	
Currency :	INR	
Amount of Loan :	40,00,00,00,000	
Total Drawn amount :	2,00,00,00,000	
Date of Drawal:	25.09.2017	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D0002-7.9%	
Margin, If Floating Interest :	NIL	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	25.09.2017	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	01.10.2024	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	SOLAPUR	20,00,00,000
	LARA	20,00,00,000
	DARLIPALLI	25,00,00,000
	TANDA-II	35,00,00,000
	KHARGONE	30,00,00,000
	TELANGANA	15,00,00,000
	BARH - II	15,00,00,000
	KOLDAM	20,00,00,000
	PAKRI BARWADIH CMB	20,00,00,000
Total Allocated Amount		2,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO

BP NO 5050000551

T00001

D00008

Unsecured Loan From SBI-X		
Source of Loan :	SBI-X	
Currency :	INR	
Amount of Loan :	40,00,00,00,000	
Total Drawn amount :	6,00,00,00,000	
Date of Drawal:	31.03.2018	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D0008-7.85%	
Margin, If Floating Interest :	NIL	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	25.09.2017	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	01.10.2024	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-I	1,63,00,00,000
	TAPOVAN VISHNUGARH	47,00,00,000
	BONGAIGAON	39,00,00,000
	KUDGI	2,05,00,00,000
	LARA	5,00,00,000
	SOLAPUR	1,23,00,00,000
	PAKRI BARWADIH CMB	18,00,00,000
	Total Allocated Amount	6,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From SBI-X		
Source of Loan :	SBI-X	
Currency :	INR	
Amount of Loan :	40,00,00,00,000	
Total Drawn amount :	3,00,00,00,000	
Date of Drawal:	01.05.2018	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D0002-7.85%	
Margin, If Floating Interest :	NIL	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	25.09.2017	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	01.10.2024	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	PAKRI BARWADIH CMB	70,00,00,000
	CHATTI BARIATU CMB	15,00,00,000
	DULANGA COAL MINE	25,00,00,000
	TALAI PALI COAL MINE	1,90,00,00,000
Total Allocated Amount		3,00,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO		
BP NO 5050000551	T00001	D00010
Unsecured Loan From SBI-X		
Source of Loan :	SBI-X	
Currency :	INR	
Amount of Loan :	40,00,00,00,000	
Total Drawn amount :	3,00,00,00,000	
Date of Drawal:	29.05.2018	
Interest Type :	Floating	
Fixed Interest Rate :	-----	
Base Rate, If Floating Interest	D0010-7.85%	
Margin, If Floating Interest :	NIL	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	Monthly	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	6 Years	
Moratorium effective from :	25.09.2017	
Repayment Period (Inc Moratorium) :	15 Years	
Repayment Frequency :	9 Yearly Installments	
Repayment Type :	AVG	
First Repayment Date :	01.10.2024	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	LARA	1,05,00,00,000
	DARLIPALLI	50,00,00,000
	PAKRI BARWADIH CMB	65,00,00,000
	KHARGONE	80,00,00,000
Total Allocated Amount		3,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM VIJAYA BANK-IV		
Source of Loan :	Vijaya Bank - IV	
Currency :	INR	
Amount of Loan :	3,79,00,00,000	
Total Drawn amount :	1,19,00,00,000	
Date of drawl	23.05.2011	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00004-10.00%	
Margin, If Floating Interest :	D00004 - 0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	15.09.2010	
Repayment Period (Inc Moratorium) :	10 Years	
Repayment Frequency :	14 Half Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	15.03.2014	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-II	29,00,00,000.00
	PAKRI BARWADIH	25,00,00,000.00
	MAUDA	15,00,00,000.00
	SIPAT-I	50,00,00,000.00
Total Allocated Amount		1,19,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From Vijaya Bank-V		
Source of Loan :	Vijaya Bank - V	
Currency :	INR	
Amount of Loan :	3,50,00,00,000	
Total Drawn amount :	1,00,00,00,000	
Date of drawl	28.09.2012	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00004- 10.45%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	29.03.2012	
Repayment Period (Inc Moratorium) :	10 Years	
Repayment Frequency :	14 Half Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	29.09.2015	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	VINDHYACHAL-IV	55,00,00,000
	PAKRI BARWADIH	45,00,00,000
Total Allocated Amount		1,00,00,00,000.00

Statement Giving Details of Project Financed through a Combination of loan

Form 8

Unsecured Loan From Vijaya Bank-V		
Source of Loan :	Vijaya Bank - V	
Currency :	INR	
Amount of Loan :	3,50,00,00,000	
Total Drawn amount :	50,00,00,000	
Date of drawl	28.03.2013	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00007-10.20%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	29.03.2012	
Repayment Period (Inc Moratorium) :	10 Years	
Repayment Frequency :	14 Half Yearly Instalment	
Repayment Type :	AVG	
First Repayment Date :	29.09.2015	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	PAKRI BARWADIH	50,00,00,000
Total Allocated Amount		50,00,00,000.00



Statement Giving Details of Project Financed through a Combination of loan

Form 8

UNSECURED LOAN FROM BANK OF MAHARASHTRA-IV		
Source of Loan :	Bank of Maharashtra-IV	
Currency :	INR	
Amount of Loan :	1,00,00,00,000	
Total Drawn amount :	50,00,00,000	
Date of Drawl	23.03.2011	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00001=10.50%	
Margin, If Floating Interest :	D00001= 0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	3 Years	
Moratorium effective from :	23.03.2011	
Repayment Period (Inc Moratorium) :	13 Years	
Repayment Frequency :	20 Half Yearly instalments	
Repayment Type :	AVG	
First Repayment Date :	23.09.2014	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	PAKRI BARWADIH	50,00,00,000
Total Allocated Amount		50,00,00,000



Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO

BP NO 5050000301

T00001

D00003

Unsecured Loan From Bank of Maharashtra-V		
Source of Loan :	Bank of Maharashtra-V	
Currency :	INR	
Amount of Loan :	4,00,00,00,000	
Total Drawn amount :	50,00,00,000	
Date of Drawl	21.06.2012	
Interest Type :	Floating	
Fixed Interest Rate :		
Base Rate, If Floating Interest	D00003=10.50%	
Margin, If Floating Interest :	D00003= 0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	4 Years	
Moratorium effective from :	29.03.2012	
Repayment Period (Inc Moratorium) :	12 Years	
Repayment Frequency :	16 Half Yearly instalments	
Repayment Type :	AVG	
First Repayment Date :	29.09.2016	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	RIHAND-III	30,00,00,000
	PAKRIBARWADIH	20,00,00,000
Total Allocated Amount		50,00,00,000



Statement Giving Details of Project Financed through a Combination of loan

Form 8

TRANCHE NO

BP NO 5050000271

T00001

D00010

Unsecured Loan From Indian Overseas Bank -III		
Source of Loan :	IOB-III	
Currency :	INR	
Amount of Loan :	20,00,00,00,000	
Total Drawn amount :	1,00,00,00,000	
Date of Drawal	01.02.2014	
Interest Type :	FLOATING	
Fixed Interest Rate :	D000010 - 10.25%	
Base Rate, If Floating Interest	0.00%	
Margin, If Floating Interest :	0.00%	
Are there any Caps/ Floor :	Y/N	
Frequency of Intt. Payment	MONTHLY	
If Above is yes, specify Caps/ Floor :		
Moratorium Period :	4 Years	
Moratorium effective from :	19.09.2011	
Repayment Period (Inc Moratorium) :	12 Years	
Repayment Frequency :	16 Half Year Instalment	
Repayment Type :	AVG	
First Repayment Date :	19.09.2015	
Base Exchange Rate :	RUPEE	
Date of Base Exchange Rate :	N.A.	
Project Code	Project Name	Amount
	BARH-II	40,00,00,000.00
	PAKRI BARWADIH CMP	60,00,00,000.00
Total Allocated Amount		1,00,00,00,000.00

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity (Mining)										
Part-IV Form-9										
Name of the Petitioner: NTPC Ltd										
Name of the Integrated Mine: Pakri Barwadih										
CoD: 01.04.2019										
Financial Year 2019-20										
S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission, if any	Amount in Rs Lakhs		
		Accrual basis	Un-discharged Liability included in column 3	Cash basis (5 = 3 - 4)				IDC included in col. 3	6	7
1	Land	88,126.60	60,788.14	27,338.46	36 E (1e)	Expenditure required for progressive land acquisition as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
2	Buildings & Structures	3,477.25	102.94	3,374.32	36 E (1a)	Expenditure required for construction of buildings along with associated facilities as per the progress of mine. Hon'ble Commission may be pleased to allow the capitalization.				
3	Mine Development expenditure: Substation construction	8,342.38	345.50	7,996.88	36 E (1a)	Expenditure required towards construction of substation for efficient and sustained operation of mine as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
4	Mine Development expenditure: Construction of Roads & Drains	4,530.05	0.69	4,529.36	36 E (1a)	Expenditure required towards construction of roads and drains for sustained operation of mine as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
5	Mine Development expenditure: Construction of fixed infrastructure	3,538.97	-	3,538.97	36 E (1a)	Development of fixed infrastructure as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity (Mining)

**Part-IV
Form-9**

Name of the Petitioner: NTPC Ltd
Name of the Integrated Mine: Pakri Barwadih
CoD: 01.04.2019

Financial Year 2019-20

S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Amount in Rs Lakhs
		Accrual basis	Un-discharged Liability included in column 3	Cash basis included in col. 3			
1	2	3	4	(5 = 3 - 4)	7	8	9
6	Procurement of Fire Tender	52.22	0.65	51.58	36 E (1a)	Expenditure towards procurement of fire tenders as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.	
7	Adjustment of Mine Development Expenses	965.16	-	965.16	36 E (1a)	Adjustment of mine development expenses pertaining to period prior to COD of mine and capitalized in 2019-20.	
Total		1,09,032.63	61,237.91	47,794.72			
	Liability Discharge	25,873.26	-	25,873.26			
Grand Total		1,34,905.89		73,667.98			


(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity

Part-IV
Form-9

Name of the Petitioner: NTPC Ltd
Name of the Integrated Mine: Pakri Barwadih
CoD: 01.04.2019

Financial Year 2020-21

S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission, if any
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3			
1	2	3	4	5 = 3 - 4	7	8	9
1	Land	20,694.41	-	20,694.41	36 E (1e)	As per sl no 1 of form 9 for year 2019-20	
2	Buildings & Structures	474.65	1.05	473.60	36 E (1a)	As per sl no 2 of form 9 for year 2019-20	
3	Mine Development expenditure: Substation construction	1,129.47	11.30	1,118.17	36 E (1a)	As per sl no 3 of form 9 for year 2019-20	
4	Mine Development expenditure: Construction of fixed infrastructure	560.00	-	560.00	36 E (1a)	As per sl no 5 of form 9 for year 2019-20	
Total		22,858.52	12.36	22,846.17			
	Liability Discharge	5,546.70	-	5,546.70			
Grand Total		28,405.23		28,392.87			


(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity (Mining)										Part-IV Form-9
Name of the Petitioner: NTPC Ltd										Amount in Rs Lakhs
Name of the Integrated Mine: Pakri Barwadih										
CoD: 01.04.2019										
Financial Year 2021-22										
S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission, if any			
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3				9		
1	2	3	4	6	7	8	9			
1	Land	5,760.00	-	5,760.00	36 E (1c)	As per sl no 1 of form 9 for year 2019-20				
2	Buildings & Structures	275.26	42.95	232.32	36 E (1a)	As per sl no 2 of form 9 for year 2019-20				
3	Mine Development expenditure: Substation construction	5,216.86	186.00	5,030.86	36 E (1a)	As per sl no 3 of form 9 for year 2019-20				
4	Fire detection and protection system	2,115.27	463.53	1,651.74	36 E (1a)	Expenditure towards installation of Fire Detection and Protection System in line with the approve mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
5	Mine Development expenditure: Road, Drain, Culvert and Checkdam	1,054.54	117.55	937.18	36 E (1a)	Development activities as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
6	Mine Development expenditure: Construction of fixed infrastructure	23,193.10	3,757.67	19,435.43	36 E (1a)	Development activities as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
7	Mine Development expenditure: Mining- Dip Side Area and Negative Proving Boreholes	3,629.47	422.87	3,206.60	36 E (1a)	Development activities as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.				
Total		41,244.51	4,990.38	36,254.13						



(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity (Transportation)

**Part-IV
Form-9**

Name of the Petitioner: NTPC Ltd
 Name of the Integrated Mine: Pakri Barwadih
 CoD: 01.04.2019

Financial Year 2021-22

S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission, if any
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3			
1	2	3	4	5 = 3 - 4	7	8	9
1	Coal Handling Plant	84,668.58	9,384.63	75,283.95	36 E (1a)	Expenditure towards installation of Coal Handling Plant in line with the approved mine plan. Hon'ble Commission may be pleased to allow the capitalization.	
2	Mine Development expenditure: Railway Siding	193.16	24.26	168.90	36 E (1a)	Development activities as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.	
Total		84,861.75	9,408.90	75,452.85			


(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity										
Part-IV Form-9										
Name of the Petitioner: NTPC Ltd										
Name of the Integrated Mine: Pakri Barwadih										
CoD: 01.04.2019										
Financial Year 2022-23										
S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission, if any	Amount in Rs Lakhs		
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3						
1	2	3	4	5 = 3 + 4	7	8	9			
1	Land	5,760.00	-	5,760.00	36 E (1e)	As per sl no 1, year 2019-20				
2	Buildings & Structures	407.00	-	407.00	36 E (1a)	As per sl no 2, year 2019-20				
3	Mine Development expenditure: Construction of Roads & Drains	200.00	-	200.00	36 E (1a)	As per sl no 4, year 2019-20				
4	Mine Development expenditure: Mining- Dip Side Area and Negative Proving Boreholes	2,000.00		2,000.00	36 E (1a)	As per sl no 7, year 2021-22				
Total		8,367.00		8,367.00						



(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity (Transportation)

**Part-IV
Form-9**

Name of the Petitioner: NTPC Ltd

Name of the Integrated Mine: Pakri Barwadin

CoD: 01.04.2019

Financial Year 2022-23

S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission, if any
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3			
1	2	3	4	6	7	8	9
1	Mine Development expenditure: Railway Siding	5,000.00	-	5,000.00	36 E (1a)	As per sl no 2, year 2021-22	
2	Coal Handling Plant	30,000.00		30,000.00	36 E (1a)	As per sl no 1, year 2021-22	
Total		35,000.00		35,000.00			


(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity

**Part-IV
Form-9**

Name of the Petitioner: NTPC Ltd
 Name of the Integrated Mine: Pakri Barwadih
 CoD: 01.04.2019

Financial Year 2023-24

S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			Regulations under which claimed	Justification	Admitted Cost by the Commission,
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3			
1	2	3	4	5 = 3 - 4	7	8	9
1	Land	5,760.00		5,760.00	36 E (1e)	As per sl no 1, year 2019-20	
2	Buildings & Structures	9,525.00		9,525.00	36 E (1a)	As per sl no 2, year 2019-20	
3	Mine Development expenditure: Rapid Loading Silo	20,000.00		20,000.00	36 E (1a)	Development activities as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.	
Total		35,285.00		35,285.00			


(Petitioner)

Year wise Statement of Additional Capitalization after date of Commercial operation up to/beyond achieving Peak rated Capacity (Transportation)									
Name of the Petitioner: NTPC Ltd									
Name of the Integrated Mine: Pakri Barwadih									
CoD: 01.04.2019									
Financial Year 2023-24									
S. No.	Head of Work/ Equipment	ACE Claimed (Actual / Projected)				Regulations under which claimed	Justification	Amount in Rs Lakhs	
		Accrual basis	Un-discharged Liability included in column 3	Cash basis IDC included in col. 3	Admitted Cost by the Commission, if any				
1	2	3	4	5 = 3 - 4	6	7	8	9	
1	Mine Development expenditure: Railway Siding	10,000.00		10,000.00		36 E (1a)	As per sl no 2, year 2021- 22		
Total		10,000.00		10,000.00					



(Petitioner)

<u>Calculation of Depreciation</u>					PART- IV FORM- 11
Name of the Petitioner: NTPC Ltd					
Name of the Integrated Mine: Pakri Barwadih					(Amount in Rs Lakh)
S. No.	Name of the Assets	Useful Life (Years)	Depreciation Rate	Gross Block as on 01.04.2019	Depreciation Amount for 2020-21
1	2	3A	3	4	5 = 4 / 3A
1	Free hold Land			27753.54	0.00
2	Leasehold Land	30		85226.92	2840.90
3	Coal Bearing Land	30		0.00	0.00
4	Other Buildings	30		1477.26	49.24
5	Temporary erection	1			0.00
6	Plant and machinery	15		1342.02	89.47
7	Furniture and fixtures	15		262.81	17.52
8	Other Office Equipments	15		254.61	16.97
9	EDP, WP machines & SATCOM equipment	15		303.88	20.26
10	Vehicles including speedboats	10		0.02	0.00
11	Electrical installations	15		462.72	30.85
12	Communication equipment	15		96.95	6.46
13	Hospital equipment	15		5.33	0.36
14	Laboratory and workshop equipment	15		30.05	2.00
15	Software	3		62.40	20.80
16	Mine development expenses	20		72050.28	3602.51
TOTAL				189328.79	6697.35
Weighted Average Rate of Depreciation %					3.54%
 (Petitioner)					

		<u>Statement of Depreciation</u>							PART-IV FORM- 12
		(Amount in Rs Lakh)							
Name of the Petitioner: NTPC Ltd									
Name of the Integrated Mine: Pakri Barwadih									
S. No.	Particulars	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24		
1	2	3	4	5	6	7	8		
1.	Opening Capital Cost		1,30,412.68	2,04,080.66	2,32,473.53	2,68,727.66	2,77,094.66	2,77,094.66	
2.	Closing Capital Cost		2,04,080.66	2,32,473.53	2,68,727.66	2,77,094.66	3,12,379.66	3,12,379.66	
3.	Average Capital Cost		1,67,246.67	2,18,277.10	2,50,600.60	2,72,911.16	2,94,737.16	2,94,737.16	
4.	Freehold land								
4A	Assets having zero salvage value								
5.	Rate of depreciation		3.54%	3.54%	3.54%	3.54%	3.54%	3.54%	
6.	Depreciable value		1,58,884.34	2,07,363.24	2,38,070.57	2,59,265.60	2,80,000.30	2,80,000.30	
7.	Balance useful life at the beginning of the period		49	48	47	46	45	45	
8.	Remaining depreciable value		1,58,884.34	2,01,447.03	2,24,432.99	2,36,763.24	2,47,843.93	2,47,843.93	
9.	Depreciation (for the period)		5,916.21	7,721.37	8,864.79	9,654.00	10,426.08	10,426.08	
10.	Depreciation (annualized)		5,916.21	7,721.37	8,864.79	9,654.00	10,426.08	10,426.08	
11.	Cumulative depreciation at the end of the period		5,916.21	13,637.58	22,502.37	32,156.37	42,582.45	42,582.45	
12.	Less: Cumulative depreciation adjustment on account of de-capitalization								
13.	Net Cumulative depreciation at the end of the period		5,916.21	13,637.58	22,502.37	32,156.37	42,582.45	42,582.45	
									 (Petitioner)

PART-IV
FORM- 12Statement of Depreciation (Transportation)

Name of the Petitioner: NTPC Ltd

Name of the Integrated Mine: Pakri Barwadih

(Amount in Rs Lakh)

S. No.	Particulars	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7	8
1.	Opening Capital Cost		-	-	-	75,452.85	1,10,452.85
2.	Closing Capital Cost		-	-	75,452.85	1,10,452.85	1,20,452.85
3.	Average Capital Cost		-	-	37,726.43	92,952.85	1,15,452.85
4.	Freehold land						
4A	Assets having zero salvage value						
5.	Rate of depreciation				6.33%	6.33%	6.33%
6.	Depreciable value				35,840.10	88,305.21	1,09,680.21
7.	Balance useful life at the beginning of the period				15	14	13
8.	Remaining depreciable value				35,840.10	87,110.54	1,02,598.52
9.	Depreciation (for the period)				1,194.67	5,887.01	7,312.01
10.	Depreciation (annualized)				2,389.34	5,887.01	7,312.01
11.	Cumulative depreciation at the end of the period				2,389.34	7,081.68	14,393.70
12.	Less: Cumulative depreciation adjustment on account of de-capitalization						
13.	Net Cumulative depreciation at the end of the period				1,194.67	7,081.68	14,393.70



(Petitioner)

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
						(Rs. in Lacs)
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
	2					
1	Bond - 54					
	Gross Drawl opening	26600.00	26600.00	26600.00	26600.00	26600.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	5320.00
	Net Loan opening	26600.00	26600.00	26600.00	26600.00	21280.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	26600.00	26600.00	26600.00	26600.00	21280.00
	Repayment of loan during the year				5320.00	10640.00
	Net loan closing	26600.00	26600.00	26600.00	21280.00	10640.00
	Average net loan	26600.00	26600.00	26600.00	23940.00	15960.00
	Rate of interest on loan	8.520%	8.520%	8.520%	8.520%	8.520%
	Interest on loan	2266.32	2266.32	2266.32	2039.69	1359.79
2	Bond - 57					
	Gross Drawl opening	800.00	800.00	800.00	800.00	800.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	0.00
	Net Loan opening	800.00	800.00	800.00	800.00	800.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	800.00	800.00	800.00	800.00	800.00
	Repayment of loan during the year	0.00	0.00	0.00	0.00	0.00
	Net loan closing	800.00	800.00	800.00	800.00	800.00
	Average net loan	800.00	800.00	800.00	800.00	800.00
	Rate of interest on loan	8.220%	8.220%	8.220%	8.220%	8.220%
	Interest on loan	65.76	65.76	65.76	65.76	65.76
3	Bond - 58					
	Gross Drawl opening	1000.00	1000.00	1000.00	1000.00	1000.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	1000.00	1000.00	1000.00
	Net Loan opening	1000.00	1000.00	0.00	0.00	0.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	1000.00	1000.00	0.00	0.00	0.00
	Repayment of loan during the year		1000.00			
	Net loan closing	1000.00	0.00	0.00	0.00	0.00
	Average net loan	1000.00	500.00	0.00	0.00	0.00
	Rate of interest on loan	8.210%	8.210%	8.210%	8.210%	8.210%
	Interest on loan	82.10	41.05	0.00	0.00	0.00
4	Bond - 60					
	Gross Drawl opening	3300.00	3300.00	3300.00	3300.00	3300.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	0.00
	Net Loan opening	3300.00	3300.00	3300.00	3300.00	3300.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	3300.00	3300.00	3300.00	3300.00	3300.00
	Repayment of loan during the year	0.00	0.00	0.00	0.00	0.00
	Net loan closing	3300.00	3300.00	3300.00	3300.00	3300.00
	Average net loan	3300.00	3300.00	3300.00	3300.00	3300.00
	Rate of interest on loan	8.080%	8.080%	8.080%	8.080%	8.080%
	Interest on loan	266.64	266.64	266.64	266.64	266.64
5	Bond - 61					
	Gross Drawl opening	2000.00	2000.00	2000.00	2000.00	2000.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	666.67	666.67
	Net Loan opening	2000.00	2000.00	2000.00	1333.33	1333.33
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	2000.00	2000.00	2000.00	1333.33	1333.33
	Repayment of loan during the year	0.00	0.00	666.67	0.00	0.00
	Net loan closing	2000.00	2000.00	1333.33	1333.33	1333.33
	Average net loan	2000.00	2000.00	1666.67	1333.33	1333.33

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadh				
						(Rs. in Lacs)
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
	2					
	Rate of interest on loan	8.130%	8.130%	8.130%	8.130%	8.130%
	Interest on loan	162.60	162.60	135.50	108.40	108.40
6	Bond - 64					
	Gross Drawl opening	4300.00	4300.00	4300.00	4300.00	4300.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	0.00
	Net Loan opening	4300.00	4300.00	4300.00	4300.00	4300.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	4300.00	4300.00	4300.00	4300.00	4300.00
	Repayment of loan during the year	0.00	0.00	0.00	0.00	0.00
	Net loan closing	4300.00	4300.00	4300.00	4300.00	4300.00
	Average net loan	4300.00	4300.00	4300.00	4300.00	4300.00
	Rate of interest on loan	7.520%	7.520%	7.520%	7.520%	7.520%
	Interest on loan	323.36	323.36	323.36	323.36	323.36
7	Bond - 66					
	Gross Drawl opening	6000.00	6000.00	6000.00	6000.00	6000.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	0.00
	Net Loan opening	6000.00	6000.00	6000.00	6000.00	6000.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	6000.00	6000.00	6000.00	6000.00	6000.00
	Repayment of loan during the year	0.00	0.00	0.00	0.00	0.00
	Net loan closing	6000.00	6000.00	6000.00	6000.00	6000.00
	Average net loan	6000.00	6000.00	6000.00	6000.00	6000.00
	Rate of interest on loan	7.400%	7.400%	7.400%	7.400%	7.400%
	Interest on loan	444.00	444.00	444.00	444.00	444.00
8	Bond - 67					
	Gross Drawl opening	21521.00	21521.00	21521.00	21521.00	21521.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	0.00
	Net Loan opening	21521.00	21521.00	21521.00	21521.00	21521.00
	Increase decrease due to FERV	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to ACE	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year	0.00	0.00	0.00	0.00	0.00
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	10760.50	10760.50	10760.50	10760.50	10760.50
	Rate of interest on loan	8.330%	8.330%	8.330%	8.330%	8.330%
	Interest on loan	896.35	896.35	896.35	896.35	896.35
9	Bond - 72 (Refinancing of PFC Loan)					
	Gross Drawl opening	0.00	0.00	10800.00	10800.00	10800.00
	Cummulative repayment of drawl till prev yr	0.00	0.00	0.00	0.00	0.00
	Net Loan opening	0.00	0.00	10800.00	10800.00	10800.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	10,800.00	10,800.00	10,800.00
	Repayment of loan during the year	0.00	0.00	0.00	0.00	0.00
	Net loan closing	0.00	10800.00	10800.00	10800.00	10800.00
	Average net loan	0.00	5400.00	10800.00	10800.00	10800.00
	Rate of interest on loan	0.000%	6.580%	6.580%	6.580%	6.580%
	Interest on loan	0.00	355.32	710.64	710.64	710.64
10	CORPORATION BANK-III					
	Gross Drawl opening	10000	10000	10000	10000	10000
	Cummulative repayment of drawl till prev yr	1500	2000	3000	4000	5000
	Net Loan opening	8,500.00	8,000.00	7,000.00	6,000.00	5,000.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					

Calculation of Rate of Interest on Actual Loans						PART-IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
						(Rs. in Lacs)
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
	2					
	Total	8,500.00	8,000.00	7,000.00	6,000.00	5,000.00
	Repayment of loan during the year	500	1000	1000	1000	1000
	Net loan closing	8,000.00	7,000.00	6,000.00	5,000.00	4,000.00
	Average net loan	8,250	7,500	6,500	5,500	4,500
	Rate of interest on loan	8.0292%	6.7075%	6.0000%	6.0000%	6.0000%
	Interest on loan	662	503	390	330	270
11	CANARA BANK					
	Gross Drawl opening	8000	8000	8000	8000	8000
	Cummulative repayment of drawl till prev yr	800	1200	8000	8000	8000
	Net Loan opening	7,200.00	6,800.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	7,200.00	6,800.00	0.00	0.00	0.00
	Repayment of loan during the year (Refinanced through HDFC IX)	400	6800			
	Net loan closing	6,800.00	0.00	0.00	0.00	0.00
	Average net loan	7,000	3,400	0	0	0
	Rate of interest on loan	8.1928%	7.4154%			
	Interest on loan	573	252	0	0	0
12	HDFC BANK LIMITED-IX					
	Gross Drawl opening	0	0	10,721.55	10,721.55	10,721.55
	Cummulative repayment of drawl till prev yr	-	-	-	-	-
	Net Loan opening	0.00	0.00	10,721.55	10,721.55	10,721.55
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	10,721.55	10,721.55	10,721.55
	Repayment of loan during the year	0	0			
	Net loan closing (Refinanced)	0.00	10,721.55	10,721.55	10,721.55	10,721.55
	Average net loan	0	5,361	10,722	10,722	10,722
	Rate of interest on loan	0.0000%	6.4000%	6.4000%	6.4000%	6.4000%
	Interest on loan	0	343	686	686	686
13	HDFC BANK LIMITED-II					
	Gross Drawl opening	15000	15000	15000	15000	15000
	Cummulative repayment of drawl till prev yr	10,714	12,857	15,000	15,000	15,000
	Net Loan opening	4,285.71	2,142.86	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	4,285.71	2,142.86	0.00	0.00	0.00
	Repayment of loan during the year	2,142.86	2,142.86			
	Net loan closing	2,142.86	0.00	0.00	0.00	0.00
	Average net loan	3,214	1,071	0	0	0
	Rate of interest on loan	8.0622%	6.5003%			
	Interest on loan	259	70	0	0	0
14	HDFC BANK LIMITED-III					
	Gross Drawl opening	1000	1000	1000	1000	1000
	Cummulative repayment of drawl till prev yr				111.11	222.22
	Net Loan opening	1,000.00	1,000.00	1,000.00	888.89	777.78
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	1,000.00	1,000.00	1,000.00	888.89	777.78
	Repayment of loan during the year			111.11	111	111
	Net loan closing	1,000.00	1,000.00	888.89	777.78	666.67
	Average net loan	1,000	1,000	944	833	722
	Rate of interest on loan	8.0622%	6.4023%	5.9500%	5.9500%	5.9500%
	Interest on loan	81	64	56	50	43
15	HDFC BANK LIMITED V					
	Gross Drawl opening	2600	2600	2600	2600	2600

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
(Rs. in Lacs)						
	2					
	Cummulative repayment of drawl till prev yr	0	0	0	0	0
	Net Loan opening	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
	Repayment of loan during the year	0	0	0	0	0
	Net loan closing	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
	Average net loan	2,600	2,600	2,600	2,600	2,600
	Rate of interest on loan	8.0622%	6.4023%	5.9500%	5.9500%	5.9500%
	Interest on loan	210	166	155	155	155
16	ICICI Bank Ltd-IV					
	Gross Drawl opening	14200	14200	14200	14200	14200
	Cummulative repayment of drawl till prev yr	14,200.00	14,200.00	14,200.00	14,200.00	14,200.00
	Net Loan opening	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year					
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	0	0	0	0	0
	Rate of interest on loan					
	Interest on loan	0	0	0	0	0
17	ICICI Bank Ltd-V					
	Gross Drawl opening	5250	5250	5250	5250	5250
	Cummulative repayment of drawl till prev yr	5,250.00	5,250.00	5,250.00	5,250.00	5,250.00
	Net Loan opening	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year					
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	0	0	0	0	0
	Rate of interest on loan					
	Interest on loan	0	0	0	0	0
18	ICICI Bank Ltd-VI					
	Gross Drawl opening	16271	16271	16271	16271	16271
	Cummulative repayment of drawl till prev yr	16,271.00	16,271.00	16,271.00	16,271.00	16,271.00
	Net Loan opening	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year					
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	0	0	0	0	0
	Rate of interest on loan					
	Interest on loan	0	0	0	0	0
19	IDFC Bank-IV					
	Gross Drawl opening	12000	12000	12000	12000	12000
	Cummulative repayment of drawl till prev yr	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	Net Loan opening	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year					
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	0	0	0	0	0
	Rate of interest on loan					
	Interest on loan	0	0	0	0	0

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
						(Rs. in Lacs)
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
	2					
20	J &K IV					
	Gross Drawl opening	1900	1900	1900	1900	1900
	Cummulative repayment of drawl till prev yr			211.11	422.22	633.33
	Net Loan opening	1,900.00	1,900.00	1,688.89	1,477.78	1,266.67
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	1,900.00	1,900.00	1,688.89	1,477.78	1,266.67
	Repayment of loan during the year		211.11	211.11	211.11	211.11
	Net loan closing	1,900.00	1,688.89	1,477.78	1,266.67	1,055.56
	Average net loan	1,900	1,794	1,583	1,372	1,161
	Rate of interest on loan	7.9898%	6.6894%	5.8800%	5.8800%	5.8800%
	Interest on loan	152	120	93	81	68
21	Karnataka Bank Limited					
	Gross Drawl opening	5375	5375	5375	5375	5375
	Cummulative repayment of drawl till prev yr	0	0	5375	5375	5375
	Net Loan opening	5,375.00	5,375.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	5,375.00	5,375.00	0.00	0.00	0.00
	Repayment of loan during the year		5375			
	Net loan closing	5,375.00	0.00	0.00	0.00	0.00
	Average net loan	5,375	2,688	0	0	0
	Rate of interest on loan	7.4507%	5.4725%			
	Interest on loan	400	147	0	0	0
22	Power Finance Corporation Ltd-V Drawal-1					
	Gross Drawl opening	4000	4000	4000	4000	4000
	Cummulative repayment of drawl till prev yr	4000	4000	4000	4000	4000
	Net Loan opening	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year					
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	0	0	0	0	0
	Rate of interest on loan					
	Interest on loan	0	0	0	0	0
23	Power Finance Corporation Ltd-V Drawal-2					
	Gross Drawl opening	7300	7300	7300	7300	7300
	Cummulative repayment of drawl till prev yr	0	0	7300	7300	7300
	Net Loan opening	7,300.00	7,300.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	7,300.00	7,300.00	0.00	0.00	0.00
	Repayment of loan during the year (refinanced through Bonds 72)		7300			
	Net loan closing	7,300.00	0.00	0.00	0.00	0.00
	Average net loan	7,300	3,650	0	0	0
	Rate of interest on loan	7.6800%	7.6800%	7.6800%	7.6800%	7.6800%
	Interest on loan	561	280	0	0	0
24	Power Finance Corporation Ltd-V Drawal-3					
	Gross Drawl opening	3500	3500	3500	3500	3500
	Cummulative repayment of drawl till prev yr	0	0	3500	3500	3500
	Net Loan opening	3,500.00	3,500.00	0.00	0.00	0.00
	Increase decrease due to FERV					

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
						(Rs. in Lacs)
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
	2					
	Increase decrease due to ACE					
	Total	3,500.00	3,500.00	0.00	0.00	0.00
	Repayment of loan during the year (refinanced through Bonds 72)		3500			
	Net loan closing	3,500.00	0.00	0.00	0.00	0.00
	Average net loan	3,500	1,750	0	0	0
	Rate of interest on loan	8.2300%	8.2300%	8.2300%	8.2300%	8.2300%
	Interest on loan	288	144	0	0	0
25	PNB-III					
	Gross Drawl opening	3500	3500	3500	3500	3500
	Cummulative repayment of drawl till prev yr				388.89	777.78
	Net Loan opening	3,500.00	3,500.00	3,500.00	3,111.11	2,722.22
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	3,500.00	3,500.00	3,500.00	3,111.11	2,722.22
	Repayment of loan during the year			388.89	388.89	388.89
	Net loan closing	3,500.00	3,500.00	3,111.11	2,722.22	2,333.33
	Average net loan	3,500	3,500	3,306	2,917	2,528
	Rate of interest on loan	8.0120%	6.8599%	6.5000%	6.5000%	6.5000%
	Interest on loan	280	240	215	190	164
26	PNB-IV					
	Gross Drawl opening	4200	4200	4200	4200	4200
	Cummulative repayment of drawl till prev yr				466.67	933.33
	Net Loan opening	4,200.00	4,200.00	4,200.00	3,733.33	3,266.67
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	4,200.00	4,200.00	4,200.00	3,733.33	3,266.67
	Repayment of loan during the year			466.67	466.67	466.67
	Net loan closing	4,200.00	4,200.00	3,733.33	3,266.67	2,800.00
	Average net loan	4,200	4,200	3,967	3,500	3,033
	Rate of interest on loan	8.0120%	6.8599%	6.5000%	6.5000%	6.5000%
	Interest on loan	337	288	258	228	197
27	SBI-VI					
	Gross Drawl opening	4000	4000	4000	4000	4000
	Cummulative repayment of drawl till prev yr	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
	Net Loan opening	0.00	0.00	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	0.00	0.00	0.00	0.00	0.00
	Repayment of loan during the year					
	Net loan closing	0.00	0.00	0.00	0.00	0.00
	Average net loan	0	0	0	0	0
	Rate of interest on loan					
	Interest on loan	0	0	0	0	0
28	SBI-VIII					
	Gross Drawl opening	7928.57	7928.57	7928.57	7928.57	7928.57
	Cummulative repayment of drawl till prev yr				880.95	1761.90
	Net Loan opening	7,928.57	7,928.57	7,928.57	7,047.62	6,166.67
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	7,928.57	7,928.57	7,928.57	7,047.62	6,166.67
	Repayment of loan during the year			880.95	880.95	880.95
	Net loan closing	7,928.57	7,928.57	7,047.62	6,166.67	5,285.71
	Average net loan	7,929	7,929	7,488	6,607	5,726
	Rate of interest on loan	7.9358%	6.8588%	6.6500%	6.6500%	6.6500%
	Interest on loan	629	544	498	439	381

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
(Rs. in Lacs)						
29	SBI-IX					
	Gross Drawl opening	20000	20000	21300	21300	21300
	Cummulative repayment of drawl till prev yr			2367	4733	7100
	Net Loan opening	20,000.00	20,000.00	18,933.33	16,566.67	14,200.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	20,000.00	20,000.00	18,933.33	16,566.67	14,200.00
	Repayment of loan during the year		2367	2367	2367	2367
	Net loan closing	20,000.00	17,633.33	16,566.67	14,200.00	11,833.33
	Average net loan	20,000	18,817	17,750	15,383	13,017
	Rate of interest on loan	7.9358%	6.8588%	6.6500%	6.6500%	6.6500%
	Interest on loan	1,587	1,291	1,180	1,023	866
30	SBI-X					
	Gross Drawl opening	17300.00	17300.00	17300.00	17300.00	17300.00
	Cummulative repayment of drawl till prev yr					
	Net Loan opening	17,300.00	17,300.00	17,300.00	17,300.00	17,300.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	17,300.00	17,300.00	17,300.00	17,300.00	17,300.00
	Repayment of loan during the year					
	Net loan closing	17,300.00	17,300.00	17,300.00	17,300.00	17,300.00
	Average net loan	17,300	17,300	17,300	17,300	17,300
	Rate of interest on loan	7.9764%	6.8755%	6.6500%	6.6500%	6.6500%
	Interest on loan	1,380	1,189	1,150	1,150	1,150
31	VIJAYA BANK-IV					
	Gross Drawl opening	2500	2500	2500	2500	2500
	Cummulative repayment of drawl till prev yr	1,964.18	2,321.31	2,500.00	2,500.00	2,500.00
	Net Loan opening	535.82	178.69	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	535.82	178.69	0.00	0.00	0.00
	Repayment of loan during the year (Refinanced through HDFC IX)	357.13	178.69			
	Net loan closing	178.69	0.00	0.00	0.00	0.00
	Average net loan	357	89	0	0	0
	Rate of interest on loan	8.0141%	7.2897%			
	Interest on loan	29	7	0	0	0
32	VIJAYA BANK-V					
	Gross Drawl opening	14500	14500	14500	14500	14500
	Cummulative repayment of drawl till prev yr	8,286	9,321	14,500	14,500	14,500
	Net Loan opening	6,214.29	5,178.57	0.00	0.00	0.00
	Increase decrease due to FERV					
	Increase decrease due to ACE					
	Total	6,214.29	5,178.57	0.00	0.00	0.00
	Repayment of loan during the year (Refinanced through HDFC IX)	1035.71	5178.57			
	Net loan closing	5,178.57	0.00	0.00	0.00	0.00
	Average net loan	5,696	2,589	0	0	0
	Rate of interest on loan	8.0141%	7.2897%			
	Interest on loan	457	189	0	0	0
	Total					
	Gross Drawl opening	2,45,846	2,45,846	2,68,667	2,68,667	2,68,667
	Cummulative repayment of drawl till prev yr	78,985	83,421	1,18,474	1,24,566	1,35,311
	Net Loan opening	1,66,860	1,62,425	1,50,193	1,44,101	1,33,356
	Increase decrease due to FERV	-	-	-	-	-
	Increase decrease due to ACE	-	-	-	-	-

Calculation of Rate of Interest on Actual Loans						PART- IV FORM- 13
Name of the Company		NTPC Ltd				
Name of the Coal Mine		Pakri Barwadih				
						(Rs. in Lacs)
Sl. no.	Particulars	1.4.2019 to 31.03.2020	1.4.2020 to 31.03.2021	1.4.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024
	2					
	Total	1,45,339	1,40,904	1,28,672	1,22,580	1,11,835
	Repayment of loan during the year	2,643	12,096	6,092	10,745	16,065
	Net loan closing	1,40,904	1,16,651	1,11,859	1,01,113	85,048
	Average net loan	1,53,882	1,44,899	1,36,387	1,27,968	1,14,563
	Rate of interest on loan	8.0527%	7.3559%	7.1783%	7.1783%	7.1187%
	Interest on loan	12,392	10,659	9,790	9,186	8,155

Form 14

(Amt. in ₹)

INTPC Ltd
Pakri Barwadih Coal Mine

Name of the Bank	Description	Q4 2012-13	Total 2012-13	Q1 2013-14	Q2 2013-14	Q3 2013-14	Q4 2013-14	Total 2013-14	Q1 2014-15	Q2 2014-15	Q3 2014-15	Q4 2014-15	Total 2014-15	Q1 2015-16
Name of the Bank	Description	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1
BANK OF MAHARASHTRA IV	Drawal Amount	1,30,63,698	5,23,66,438	1,27,77,397	1,27,73,973	1,29,17,308	1,26,36,986	5,11,06,164	1,27,80,822	1,30,49,863	1,24,25,342	1,20,77,397	5,03,33,425	1,14,07,192
	Interest Debit													
	Interest Credit													
	Adj. Amount													
BANK OF MAHARASHTRA V	Net Charges	1,30,63,698	5,23,66,438	1,27,77,397	1,27,73,973	1,29,17,308	1,26,36,986	5,11,06,164	1,27,80,822	1,30,49,863	1,24,25,342	1,20,77,397	5,03,33,425	1,14,07,192
	Financial charges													
	Drawal Amount		20,00,00,000											
	Interest Debit	51,06,219	1,62,69,863	51,10,959	51,09,589	51,67,123	50,54,795	2,04,42,466	51,69,315	52,42,740	52,28,767	50,54,795	2,06,95,616	50,69,863
Interest Credit														
Adj. Amount														
Net Charges	51,06,219	1,62,69,863	51,10,959	51,09,589	51,67,123	50,54,795	2,04,42,466	51,69,315	52,42,740	52,28,767	50,54,795	2,06,95,616	50,69,863	
Financial charges														
Bank of India-III	Drawal Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
Bank of India-IV	Net Charges													
	Financial charges													
	Drawal Amount													
	Interest Debit													
Interest Credit														
Adj. Amount														
Net Charges														
Financial charges														
Corporation Bank-III	Drawal Amount	50,00,00,000	50,00,00,000			50,00,00,000		50,00,00,000						
	Interest Debit	8,42,466	8,42,466	1,27,77,397	1,29,17,808	2,14,82,877	2,52,73,973	7,24,32,055	2,55,54,795	2,58,35,616	2,58,35,616	2,52,73,973	10,25,00,000	2,53,49,315
	Interest Credit													
	Adj. Amount													
Net Charges	8,42,466	8,42,466	1,27,77,397	1,29,17,808	2,14,82,877	2,52,73,973	7,24,32,055	2,55,54,795	2,58,35,616	2,58,35,616	2,52,73,973	10,25,00,000	2,53,49,315	
Financial charges														
CANARA BANK	Drawal Amount													
	Interest Debit				80,00,00,000			80,00,00,000						
	Interest Credit				1,54,83,836	2,00,63,562	2,01,20,548	5,56,67,945	2,03,44,110	2,05,67,671	2,05,67,671	2,01,20,548	8,16,00,000	2,01,20,548
	Adj. Amount													
Net Charges				1,54,83,836	2,00,63,562	2,01,20,548	5,56,67,945	2,03,44,110	2,05,67,671	2,05,67,671	2,01,20,548	8,16,00,000	2,01,20,548	
Financial charges														
HDFC Bank Ltd-II	Drawal Amount	3,74,95,890	15,71,42,466	3,75,46,549	3,84,44,384	3,92,06,767	3,86,13,699	15,38,13,699	3,70,20,117	3,66,92,968	3,46,29,746	3,30,97,456	14,13,99,687	3,10,06,389
	Interest Debit													
	Interest Credit													
	Adj. Amount													

Form 14
(Annexure B)

NTPC Ltd Pakri Barwadih Coal Mine		Q2 2015-16		Q3 2015-16		Q4 2015-16		Total 2015-16		Q1 2016-17		Q2 2016-17		Q3 2016-17		Q4 2016-17		Total 2016-17		Q1 2017-18		Q2 2017-18		Q3 2017-18			
Name of the Bank	Description	Q2	Q3	Q4	Total	Q1	Q2	Q3	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	
BANK OF MAHARASHTRA IV	Drawal Amount	1,12,87,671	1,00,66,644	1,05,57,055	4,33,18,562	96,73,425	1,74,44,384	83,45,548	3,61,48,630	96,73,425	1,74,44,384	83,45,548	6,85,274	3,61,48,630	96,73,425	1,74,44,384	83,45,548	6,85,274	3,61,48,630	96,73,425	1,74,44,384	83,45,548	6,85,274	3,61,48,630			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										
BANK OF MAHARASHTRA V	Drawal Amount	1,12,87,671	1,00,66,644	1,05,57,055	4,33,18,562	96,73,425	1,74,44,384	83,45,548	3,61,48,630	96,73,425	1,74,44,384	83,45,548	6,85,274	3,61,48,630	96,73,425	1,74,44,384	83,45,548	6,85,274	3,61,48,630	96,73,425	1,74,44,384	83,45,548	6,85,274	3,61,48,630			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										
Bank of India-III	Drawal Amount	50,41,096	48,96,438	48,36,712	1,98,44,110	48,36,712	48,36,712	45,13,356	1,81,09,144	48,36,712	48,36,712	45,13,356	38,75,856	1,81,09,144	48,36,712	48,36,712	45,13,356	38,75,856	1,81,09,144	48,36,712	48,36,712	45,13,356	38,75,856	1,81,09,144			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										
Bank of India-IV	Drawal Amount	50,41,096	48,96,438	48,36,712	1,98,44,110	48,36,712	48,36,712	45,13,356	1,81,09,144	48,36,712	48,36,712	45,13,356	38,75,856	1,81,09,144	48,36,712	48,36,712	45,13,356	38,75,856	1,81,09,144	48,36,712	48,36,712	45,13,356	38,75,856	1,81,09,144			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										
Corporation Bank-III	Drawal Amount	2,51,03,014	1,94,91,307	1,92,47,123	7,89,62,192	1,92,47,123	1,92,47,123	1,88,53,699	7,36,69,041	1,92,47,123	1,92,47,123	1,88,53,699	1,65,10,685	7,36,69,041	1,92,47,123	1,92,47,123	1,88,53,699	1,65,10,685	7,36,69,041	1,92,47,123	1,92,47,123	1,88,53,699	1,65,10,685	7,36,69,041			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										
CANARA BANK	Drawal Amount	2,51,03,014	1,94,91,307	1,92,47,123	7,89,62,192	1,92,47,123	1,92,47,123	1,88,53,699	7,36,69,041	1,92,47,123	1,92,47,123	1,88,53,699	1,65,10,685	7,36,69,041	1,92,47,123	1,92,47,123	1,88,53,699	1,65,10,685	7,36,69,041	1,92,47,123	1,92,47,123	1,88,53,699	1,65,10,685	7,36,69,041			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										
HDFC Bank Ltd-II	Drawal Amount	2,91,58,180	2,59,30,773	2,48,42,466	11,09,57,908	2,30,40,705	2,21,25,309	2,02,43,419	8,24,91,233	2,30,40,705	2,21,25,309	2,02,43,419	1,70,81,800	8,24,91,233	2,30,40,705	2,21,25,309	2,02,43,419	1,70,81,800	8,24,91,233	2,30,40,705	2,21,25,309	2,02,43,419	1,70,81,800	8,24,91,233			
	Interest Debit																										
	Interest Credit																										
	Adj. Amount																										

Form 14
(Annexure B)

NTPC Ltd Pakri Barwadih Coal Mine											
Name of the Bank	Description	Q4 2017-18	Total 2017-18	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	Total 2018-19	GRAND TOTAL		
Name of the Bank	Description	Q4	Total	Q1	Q2	Q3	Q4	Total	GRAND TOTAL		
BANK OF MAHARASHTRA IV	Drawal Amount								50,00,00,000		
	Interest Debit								28,65,17,740		
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	-	-	-	-	-	-	-	28,65,17,740		
BANK OF MAHARASHTRA V	Drawal Amount								20,00,00,000		
	Interest Debit								9,53,61,199		
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	-	-	-	-	-	-	-	9,53,61,199		
Bank of India-III	Drawal Amount										
	Interest Debit										
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	-	-	-	-	-	-	-			
Bank of India-IV	Drawal Amount										
	Interest Debit										
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	-	-	-	-	-	-	-			
Corporation Bank-III	Drawal Amount								1,00,00,00,000		
	Interest Debit	1,96,54,795	8,11,09,589	1,89,63,560	1,93,77,534	1,86,01,644	1,82,25,074	7,51,67,812	52,55,77,401		
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	1,96,54,795	8,11,09,589	1,89,63,560	1,93,77,534	1,86,01,644	1,82,25,074	7,51,67,812	52,55,77,401		
CANARA BANK	Drawal Amount								80,00,00,000		
	Interest Debit	1,59,78,082	6,53,26,027	1,63,41,918	1,66,96,004	1,60,78,687	1,57,91,781	6,49,08,390	42,01,33,595		
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	1,59,78,082	6,53,26,027	1,63,41,918	1,66,96,004	1,60,78,687	1,57,91,781	6,49,08,390	42,01,33,595		
HDFC Bank Ltd-II	Drawal Amount								1,50,00,00,000		
	Interest Debit	1,26,47,886	5,65,90,695	1,12,72,016	1,09,37,378	95,75,049	89,29,95,450	4,07,13,993	95,19,82,046		
	Interest Credit										
	Adj. Amount										
	Net Charges Financial charges	1,26,47,886	5,65,90,695	1,12,72,016	1,09,37,378	95,75,049	89,29,95,450	4,07,13,993	95,19,82,046		

Form 14
(Annexure B)

NTPC Ltd Pakri Barwadh Coal Mine		31-12-2010		31-03-2011		30-06-2011		30-09-2011		31-12-2011		31-03-2012		Total 2011-12		Q1 2012-13		Q2 2012-13		Q3 2012-13		
Name of the Bank	Description	Q1 2010-11	Q2 2010-11	Q3 2010-11	Q4 2010-11	Total 2010-11	Q1 2011-12	Q2 2011-12	Q3 2011-12	Q4 2011-12	Total	Q1 2012-13	Q2 2012-13	Q3 2012-13								
Name of the Bank	Description																					
	Adj. Amount																					
	Net Charges																					
	Financial charges			1,58,21,918	3,43,23,288	5,01,45,205	3,80,89,726	3,98,11,644	4,06,43,836	4,02,02,055	15,87,47,260	4,01,93,836	3,98,87,671	3,95,65,068								
HDFC Bank Ltd-III	Drawl Amount																					
	Interest Debit																					
	Interest Credit																					
	Adj. Amount																					
	Net Charges																					
	Financial charges																					
HDFC Bank Ltd-V	Drawl Amount																					
	Interest Debit																					
	Interest Credit																					
	Adj. Amount																					
	Net Charges																					
	Financial charges																					
HDFC Bank- VII	Drawl Amount																					
	Interest Debit																					
	Interest Credit																					
	Adj. Amount																					
	Net Charges																					
	Financial charges																					
HDFC Bank- IX	Drawl Amount																					
	Interest Debit																					
	Interest Credit																					
	Adj. Amount																					
	Net Charges																					
	Financial charges																					
ICICI Bank Ltd-IV	Drawl Amount																					
	Interest Debit																					
	Interest Credit																					
	Adj. Amount																					
	Net Charges																					
	Financial charges																					
ICICI Bank Ltd-V	Drawl Amount																					
	Interest Debit																					
	Interest Credit																					
	Adj. Amount																					
	Net Charges																					
	Financial charges																					

Form 14 (Annexure 8)

NTPC Ltd Pakri Barwadih Coal Mine		(Amt. in ₹)											
Name of the Bank	Description	Q2 2015-16	Q3 2015-16	Q4 2015-16	Total 2015-16	Q1 2016-17	Q2 2016-17	Q3 2016-17	Q4 2016-17	Total 2016-17	Q1 2017-18	Q2 2017-18	Q3 2017-18
Name of the Bank	Description	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3
	Adj. Amount	2,91,58,180	2,59,50,773	2,38,42,466	11,09,37,808	2,30,40,705	2,21,25,309	2,02,43,419	1,70,81,800	8,24,91,233	1,54,48,826	1,50,28,767	1,34,65,215
	Net Charges												
	Financial charges												
HDFC Bank Ltd-III	Drawl Amount						10,00,00,000			10,00,00,000			
	Interest Debit						22,68,767	22,50,411	18,01,918	63,21,096	19,82,055	20,03,836	20,03,836
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges						22,68,767	22,50,411	18,01,918	63,21,096	19,82,055	20,03,836	20,03,836
HDFC Bank Ltd-V	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
HDFC Bank- VII	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
HDFC Bank- IX	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
ICICI Bank Ltd-IV	Drawl Amount						38,00,00,000			38,00,00,000	44,00,00,000	60,00,00,000	
	Interest Debit						7,87,836	86,22,356	79,64,384	1,73,74,575	1,46,26,904	2,80,15,781	2,82,17,151
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges						7,87,836	86,22,356	79,64,384	1,73,74,575	1,46,26,904	2,80,15,781	2,82,17,151
ICICI Bank Ltd-V	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												

Form 14

(Amt. in ₹)

NTPC Ltd Pakri Barwadih Coal Mine											
Name of the Bank	Description	Q4 2017-18	Total 2017-18	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	Total 2018-19	GRAND TOTAL		
Name of the Bank	Description	Q4	Total	Q1	Q2	Q3	Q4	Total	GRAND TOTAL		
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	1,26,47,886	5,65,00,695	1,12,72,016	1,09,37,278	95,75,049	89,29,550	4,07,13,993	-	95,19,82,046	
	Financial charges	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
HDFC Bank Ltd-III	Drawl Amount	-	-	-	-	-	-	-	-	10,00,00,000	
	Interest Debit	19,67,534	79,57,260	19,94,321	20,31,644	20,92,055	20,93,562	82,11,782	-	2,34,90,138	
	Interest Credit	-	-	-	-	-	-	-	-	-	
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	19,67,534	79,57,260	19,94,321	20,31,644	20,92,055	20,93,562	82,11,782	-	2,24,90,138	
	Financial charges	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
HDFC Bank Ltd-V	Drawl Amount	-	26,00,00,000	-	-	-	-	-	-	26,00,00,000	
	Interest Debit	50,39,726	77,94,658	51,90,028	53,16,822	54,46,821	54,17,261	2,13,70,932	-	2,91,65,590	
	Interest Credit	-	-	-	-	-	-	-	-	-	
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	50,39,726	77,94,658	51,90,028	53,16,822	54,46,821	54,17,261	2,13,70,932	-	2,91,65,590	
	Financial charges	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
HDFC Bank- VII	Drawl Amount	-	-	-	-	-	-	-	-	-	
	Interest Debit	-	-	-	-	-	-	-	-	-	
	Interest Credit	-	-	-	-	-	-	-	-	-	
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	-	-	-	-	-	-	-	-	-	
	Financial charges	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
HDFC Bank- IX	Drawl Amount	-	-	-	-	-	-	-	-	-	
	Interest Debit	-	-	-	-	-	-	-	-	-	
	Interest Credit	-	-	-	-	-	-	-	-	-	
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	-	-	-	-	-	-	-	-	-	
	Financial charges	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
ICICI Bank Ltd-IV	Drawl Amount	-	1,04,00,00,000	-	-	-	-	-	-	1,42,00,00,000	
	Interest Debit	2,76,60,822	9,85,20,658	2,84,35,014	2,92,73,398	3,01,77,917	-	8,78,86,329	-	20,37,81,562	
	Interest Credit	-	-	-	-	-	-	-	-	-	
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	2,76,60,822	9,85,20,658	2,84,35,014	2,92,73,398	3,01,77,917	-	8,78,86,329	-	20,37,81,562	
	Financial charges	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
ICICI Bank Ltd-V	Drawl Amount	-	-	-	-	-	-	-	-	52,50,00,000	
	Interest Debit	1,01,87,877	4,15,27,554	1,04,87,054	1,07,58,185	1,10,92,603	17,31,780	3,40,69,622	-	8,82,52,499	
	Interest Credit	-	-	-	-	-	-	-	-	-	
	Adj. Amount	-	-	-	-	-	-	-	-	-	
	Net Charges	1,01,87,877	4,15,27,554	1,04,87,054	1,07,58,185	1,10,92,603	17,31,780	3,40,69,622	-	8,82,52,499	
	Financial charges	-	-	-	-	-	-	-	-	-	

NTPC Ltd Pakri Barwadh Coal Mine		Q4 2012-13		Total 2012-13		Q1 2013-14		Q2 2013-14		Q3 2013-14		Q4 2013-14		Total 2013-14		Q1 2014-15		Q2 2014-15		Q3 2014-15		Q4 2014-15		Total 2014-15		Q1 2015-16			
Name of the Bank		Description		Total		Q1		Q2		Q3		Q4		Total		Q1		Q2		Q3		Q4		Total		Q1			
Name of the Bank		Description		Total		Q1		Q2		Q3		Q4		Total		Q1		Q2		Q3		Q4		Total		Q1			
ICICI Bank Ltd-VI		Drawal Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Debit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
IDFC Bank-IV		Drawal Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Debit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
Indian Overseas Bank		Drawal Amount		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000		60,00,00,000	
		Interest Debit		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096		99,41,096	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
J&K Bank-IV		Drawal Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Debit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
Karnataka Bank Limited		Drawal Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Debit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
Power Finance Corporation Ltd-V		Drawal Amount		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767	
		Interest Debit		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000		14,40,24,000	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767		3,55,12,767	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
STATE BANK OF INDIA-VI		Drawal Amount		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090	
		Interest Debit		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230		4,26,17,230	
		Interest Credit		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Adj. Amount		-		-		-		-		-		-		-		-		-		-		-		-		-	
		Net Charges		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090		1,08,94,090	
		Financial charges		-		-		-		-		-		-		-		-		-		-		-		-		-	

Form 14 (A.M.L in ₹)

NTPC Ltd Pakri Barwadh Coal Mine													
Name of the Bank	Description	Q2 2015-16	Q3 2015-16	Q4 2015-16	Total 2015-16	Q1 2016-17	Q2 2016-17	Q3 2016-17	Q4 2016-17	Total 2016-17	Q1 2017-18	Q2 2017-18	Q3 2017-18
Name of the Bank	Description	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3
ICICI Bank Ltd-VI	Drawal Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges												
IDFC Bank-IV	Drawal Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges												
Indian Overseas Bank	Drawal Amount												
	Interest Debit	1,50,18,504	1,49,72,055	1,46,66,918	5,98,46,096	1,33,09,105	1,33,74,559	1,11,61,644		3,78,45,208			
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges	1,50,18,504	1,49,72,055	1,46,66,918	5,98,46,096	1,33,09,105	1,33,74,559	1,11,61,644		3,78,45,208			
J&K Bank-IV	Drawal Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges												
Karnataka Bank Limited	Drawal Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges												
Power Finance Corporation Ltd-V	Drawal Amount												
	Interest Debit	3,42,29,545	3,42,29,545	3,38,57,485	13,63,49,923	3,38,57,485	3,42,29,545	3,37,91,737	3,11,67,616	13,30,46,384	3,15,13,923	3,18,60,230	3,14,31,830
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges	3,42,29,545	3,42,29,545	3,38,57,485	13,63,49,923	3,38,57,485	3,42,29,545	3,37,91,737	3,11,67,616	13,30,46,384	3,15,13,923	3,18,60,230	3,14,31,830
STATE BANK OF INDIA-VI	Drawal Amount												
	Interest Debit	57,93,738	46,96,936	46,29,980	2,12,90,568	39,74,795	39,54,051	32,76,712	30,54,951	1,42,60,509	23,64,932	23,18,434	17,01,135
	Interest Credit												
	Adj. Amount												
	Net Charges Financial charges	57,93,738	46,96,936	46,29,980	2,12,90,568	39,74,795	39,54,051	32,76,712	30,54,951	1,42,60,509	23,64,932	23,18,434	17,01,135

Form 14

(Amt. in ₹)

NTPC Ltd Pakri Barwadih Coal Mine		31-12-2010	31-03-2011	Total 2010-11	30-06-2011	30-09-2011	31-12-2011	31-03-2012	Total 2011-12	Q1 2012-13	Q2 2012-13	Q3 2012-13	
Name of the Bank	Description	Q1 2010-11	Q2 2010-11	Q3 2010-11	Q4 2010-11	Total	Q1 2011-12	Q2 2011-12	Q3 2011-12	Q4 2011-12	Q1	Q2	Q3
STATE BANK OF INDIA-VIII	Description												
	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
STATE BANK OF INDIA-IX	Net Charges												
	Financial charges												
	Drawl Amount												
	Interest Debit												
	Interest Credit												
STATE BANK OF INDIA-X	Adj. Amount												
	Net Charges												
	Financial charges												
	Drawl Amount												
	Interest Debit												
STATE BANK OF INDIA-XII	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
	Drawl Amount												
Vijaya Bank-IV	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
Vijaya Bank-V	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
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	Interest Credit												
	Adj. Amount												
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	Drawl Amount												
	Interest Debit												
	Interest Credit												
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	Interest Debit												
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	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
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	Financial charges												
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	Net Charges												
	Financial charges												
	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
	Drawl Amount												
	Interest Debit												
	Interest Credit		</										

Form 14
(Annexure)

NTPC Ltd Pakri Barwadih Coal Mine														
Name of the Bank	Description	Q4 2012-13	Total 2012-13	Q1 2013-14	Q2 2013-14	Q3 2013-14	Q4 2013-14	Total 2013-14	Q1 2014-15	Q2 2014-15	Q3 2014-15	Q4 2014-15	Total 2014-15	Q1 2015-16
Name of the Bank	Description	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1
STATE BANK OF INDIA-VIII	Drawl Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
	Net Charges													
Financial charges														
STATE BANK OF INDIA-IX	Drawl Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
	Net Charges													
Financial charges														
STATE BANK OF INDIA-X	Drawl Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
	Net Charges													
Financial charges														
STATE BANK OF INDIA-XII	Drawl Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
	Net Charges													
Financial charges														
Vijaya Bank-IV	Drawl Amount													
	Interest Debit	63,47,603	2,60,71,918	63,57,534	64,27,397	64,27,397	61,97,552	2,54,10,181	59,30,479	59,17,548	55,36,252	53,35,668	2,27,19,747	49,79,401
	Interest Credit													
	Adj. Amount													
	Net Charges	63,47,603	2,60,71,918	63,57,534	64,27,397	64,27,397	61,97,552	2,54,10,181	59,30,479	59,17,548	55,36,252	53,35,668	2,27,19,747	49,79,401
Financial charges														
Vijaya Bank-V	Drawl Amount	1,00,00,00,000	1,45,00,00,000											
	Interest Debit	1,28,22,945	2,50,62,329	3,68,73,699	3,72,78,904	3,72,78,904	3,64,68,493	14,79,00,000	3,70,42,534	3,74,61,644	3,74,61,644	3,66,47,260	14,86,13,082	3,67,56,507
	Interest Credit													
	Adj. Amount													
	Net Charges	1,28,22,945	2,50,62,329	3,68,73,699	3,72,78,904	3,72,78,904	3,64,68,493	14,79,00,000	3,70,42,534	3,74,61,644	3,74,61,644	3,66,47,260	14,86,13,082	3,67,56,507
Financial charges														

Form 14
(Annexure B)

NTPC Ltd Pakri Barwadh Coal Mine		(Amount in ₹)											
Name of the Bank	Description	Q2 2015-16	Q3 2015-16	Q4 2015-16	Total 2015-16	Q1 2016-17	Q2 2016-17	Q3 2016-17	Q4 2016-17	Total 2016-17	Q1 2017-18	Q2 2017-18	Q3 2017-18
Name of the Bank	Description	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3
STATE BANK OF INDIA-VIII	Drawl Amount		27,00,00,000	16,00,00,000	43,00,00,000	32,00,00,000							
	Interest Debit		42,44,877	99,70,110	1,42,14,986	1,59,22,110	1,73,30,137	1,72,02,740	1,65,04,788	6,09,59,734	1,65,74,688	1,61,54,469	1,57,35,541
	Interest Credit												
	Adj. Amount												
	Net Charges		42,44,877	99,70,110	1,42,14,986	1,59,22,110	1,73,30,137	1,72,02,740	1,65,04,788	6,09,59,734	1,65,74,688	1,61,54,469	1,57,35,541
	Financial charges		30,337	17,978	48,315	35,935			27,435	63,390			
STATE BANK OF INDIA-IX	Drawl Amount												
	Interest Debit										50,00,00,000		
	Interest Credit										62,76,712	99,56,164	99,23,288
	Adj. Amount												
	Net Charges										62,76,712	99,56,164	99,23,288
	Financial charges												
STATE BANK OF INDIA-X	Drawl Amount												
	Interest Debit												20,00,00,000
	Interest Credit												38,50,685
	Adj. Amount												
	Net Charges												38,50,685
	Financial charges												
STATE BANK OF INDIA-XII	Drawl Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
Vijaya Bank-IV	Drawl Amount												
	Interest Debit	48,52,252	43,50,385	42,16,068	1,33,98,107	38,66,723	37,81,526	34,02,874	30,65,881	1,41,17,004	26,17,946	25,32,968	21,40,659
	Interest Credit												
	Adj. Amount												
	Net Charges	48,52,252	43,50,385	42,16,068	1,33,98,107	38,66,723	37,81,526	34,02,874	30,65,881	1,41,17,004	26,17,946	25,32,968	21,40,659
	Financial charges												
Vijaya Bank-V	Drawl Amount												
	Interest Debit	3,63,31,155	3,28,01,213	3,23,11,448	13,82,00,323	2,99,01,781	2,97,61,321	2,71,36,849	2,49,35,034	11,17,34,985	2,16,90,411	2,14,65,675	1,86,22,427
	Interest Credit												
	Adj. Amount												
	Net Charges	3,63,31,155	3,28,01,213	3,23,11,448	13,82,00,323	2,99,01,781	2,97,61,321	2,71,36,849	2,49,35,034	11,17,34,985	2,16,90,411	2,14,65,675	1,86,22,427
	Financial charges												

Form 14 (Amt. in ₹)

NTPC Ltd Pakri Barwadih Coal Mine		31-03-2011		30-09-2011		31-12-2011		31-03-2012		Total 2011-12		Q1 2012-13		Q2 2012-13		Q3 2012-13	
Name of the Bank	Description	Q1 2010-11	Q2 2010-11	Q3 2010-11	Q4 2010-11	Total 2010-11	Q1 2011-12	Q2 2011-12	Q3 2011-12	Q4 2011-12	Total	Q1 2012-13	Q2 2012-13	Q3 2012-13			
PNB-III	Name of the Bank	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3			
	Description																
	Drawal Amount																
	Interest Debit																
	Interest Credit																
Punjab national Bank IV	Name of the Bank	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3			
	Description																
	Drawal Amount																
	Interest Debit																
	Interest Credit																
TOTAL	Name of the Bank	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3			
	Description																
	Drawal Amount	-	-	2,30,00,00,000	50,00,00,000	2,80,00,00,000	25,00,00,000	-	73,00,00,000	35,00,00,000	1,33,00,00,000	20,00,00,000	45,00,00,000	-			
	Interest Debit	-	-	2,18,07,781	5,42,41,808	7,60,49,589	7,25,30,987	8,00,08,548	8,52,08,063	9,96,47,805	33,73,95,404	10,67,30,162	11,26,30,912	12,29,48,457			
	Interest Credit	-	-	-	-	-	-	-	-	-	-	-	-	-			
Adj. Amount	-	-	-	-	-	-	-	-	-	-	-	-	-				
Net Charges	-	-	2,18,07,781	5,42,41,808	7,60,49,589	7,25,30,987	8,00,08,548	8,52,08,063	9,96,47,805	33,73,95,404	10,67,30,162	11,26,30,912	12,29,48,457				
Financial charges	-	-	10,00,000	-	10,00,000	-	-	43,96,825	-	-	43,96,825	-	-	-			

Form 14 (Ann. in ₹)

NTPC Ltd Pakri Barwadih Coal Mine														
Name of the Bank	Description	Q4 2012-13	Total 2012-13	Q1 2013-14	Q2 2013-14	Q3 2013-14	Q4 2013-14	Total 2013-14	Q1 2014-15	Q2 2014-15	Q3 2014-15	Q4 2014-15	Total 2014-15	Q1 2015-16
Name of the Bank	Description	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1
PNB-III	Drawl Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
	Net Charges Financial charges													
Punjab national Bank IV	Drawl Amount													
	Interest Debit													
	Interest Credit													
	Adj. Amount													
	Net Charges Financial charges													
TOTAL														
	Drawl Amount	1,50,00,00,000	2,15,00,00,000	-	80,00,00,000	50,00,00,000	60,00,00,000	1,90,00,00,000	-	-	-	-	-	-
	Interest Debit	12,20,87,678	46,43,97,209	15,64,97,490	17,39,87,458	15,76,99,760	19,94,01,265	71,75,85,973	20,39,95,059	20,55,32,548	20,13,36,175	19,43,53,402	80,52,17,184	19,00,80,646
	Interest Credit	-	-	-	-	-	-	-	-	-	-	-	-	-
	Adj. Amount	-	-	-	-	-	-	-	-	-	-	-	-	-
	Net Charges Financial charges	12,20,87,678	46,43,97,209	15,64,97,490	17,39,87,458	15,76,99,760	19,94,01,265	71,75,85,973	20,39,95,059	20,55,32,548	20,13,36,175	19,43,53,402	80,52,17,184	19,00,80,646

Form 14 (Annex B)

NTPC Ltd Pakri Barwadih Coal Mine													
Name of the Bank	Description	Q2 2015-16	Q3 2015-16	Q4 2015-16	Total 2015-16	Q1 2016-17	Q2 2016-17	Q3 2016-17	Q4 2016-17	Total 2016-17	Q1 2017-18	Q2 2017-18	Q3 2017-18
Name of the Bank	Description	Q2	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total	Q1	Q2	Q3
PNB-III	Drawal Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
Punjab national Bank IV	Drawal Amount												
	Interest Debit												
	Interest Credit												
	Adj. Amount												
	Net Charges												
	Financial charges												
TOTAL													
	Drawal Amount	18,69,16,924	27,00,00,000	16,00,00,000	43,00,00,000	32,00,00,000	48,00,00,000	52,50,00,000	77,03,57,159	2,09,53,57,159	94,00,00,000	1,42,71,00,000	1,26,00,00,000
	Interest Debit	-	18,00,51,657	18,31,94,270	74,02,43,496	18,16,88,867	19,31,84,489	18,42,86,003	16,07,92,709	71,99,52,068	17,45,07,744	19,21,94,449	20,93,31,954
	Interest Credit	-	-	-	-	-	-	-	-	-	-	-	-
	Adj. Amount	-	-	-	-	-	-	-	-	-	-	-	-
	Net Charges	18,69,16,924	18,00,51,657	18,31,94,270	74,02,43,496	18,16,88,867	19,31,84,489	18,42,86,003	16,07,92,709	71,99,52,068	17,45,07,744	19,21,94,449	20,93,31,954
	Financial charges	-	-	17,978	17,978	35,955	-	-	27,435	63,390	-	-	-

Form 14 NTPC Ltd Pakri Barwadh Coal Mine		(Amt. in ₹)									
Name of the Bank	Description	Q4 2017-18	Total 2017-18	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	Total 2018-19	GRAND TOTAL		
Name of the Bank	Description	Q4	Total	Q1	Q2	Q3	Q4	Total	GRAND TOTAL		
PNB-III	Drawal Amount				35,00,00,000			35,00,00,000	35,00,00,000		
	Interest Debit				3,85,959	72,47,877	71,63,012	1,47,96,848	1,47,96,848		
	Interest Credit										
	Adj. Amount										
	Net Charges				3,85,959	72,47,877	71,63,012	1,47,96,848	1,47,96,848		
	Financial charges										
Punjab national Bank IV	Drawal Amount										
	Interest Debit						42,00,00,000	42,00,00,000	42,00,00,000		
	Interest Credit						87,12,986	87,12,986	87,12,986		
	Adj. Amount										
	Net Charges						87,12,986	87,12,986	87,12,986		
	Financial charges										
TOTAL	Drawal Amount	1,38,00,00,000	5,00,71,00,000	2,85,00,00,000	35,00,00,000		42,00,00,000	3,62,00,00,000	19,33,24,57,159		
	Interest Debit	23,05,95,267	80,66,29,413	26,15,42,501	30,68,27,944	31,44,70,221	23,27,68,388	1,11,54,08,954	5,78,28,79,291		
	Interest Credit										
	Adj. Amount										
	Net Charges	23,05,95,267	80,66,29,413	26,15,42,501	30,68,27,944	31,44,70,221	23,27,68,388	1,11,54,08,954	5,78,28,79,291		
	Financial charges								54,78,193		

Quarterly Debt Equity Ratio for Pakri								
NTPC Ltd Pakri Barwadh Coal Mine								
(Rs. crore)								
Qtr Ended on	Expr. During Qtr	Cumulative Expr. Upto the end of Qtr	Debt Applied (Dom Borr and Bonds)	Repayments of DB & Bonds	Cumulative debt applied (DB & Bonds)	Cumulative debt applied (ECB)	Cumulative debt applied (Total)	Debt Equity Ratio
31-12-2010	327.33	327.33	230.00		230.00	-	230.00	70:30
31-03-2011	103.84	431.17	50.00		280.00	-	280.00	65:35
30-06-2011	38.83	470.00	25.00		305.00	-	305.00	65:35
30-09-2011	49.28	519.28	-		305.00	-	305.00	59:41
31-12-2011	20.62	539.90	73.00		378.00	-	378.00	70:30
31-03-2012	54.19	594.09	35.00		413.00	-	413.00	70:30
30-06-2012	27.05	621.14	20.00		433.00	-	433.00	70:30
30-09-2012	59.17	680.31	45.00	2.86	475.14	-	475.14	70:30
31-12-2012	110.66	790.97	-		475.14	-	475.14	60:40
31-03-2013	164.71	955.68	150.00	2.86	622.28	-	622.28	65:35
30-06-2013	60.42	1,016.10	-		622.28	-	622.28	61:39
30-09-2013	44.11	1,060.21	80.00	2.86	699.42	-	699.42	66:34
31-12-2013	78.62	1,138.83	50.00		749.42	-	749.42	66:34
31-03-2014	98.73	1,237.56	60.00	4.65	804.77	-	804.77	65:35
30-06-2014	34.99	1,272.55	-	10.71	794.06	-	794.06	62:38
30-09-2014	41.83	1,314.38	-	7.14	786.92	-	786.92	60:40
31-12-2014	61.89	1,376.27	-	10.71	776.21	-	776.21	56:44
31-03-2015	73.18	1,449.45	266.00	7.14	1,035.07	-	1,035.07	71:29
30-06-2015	63.87	1,513.32	-	10.71	1,024.36	-	1,024.36	68:32
30-09-2015	34.66	1,547.98	-	17.50	1,006.86	-	1,006.86	65:35
31-12-2015	60.09	1,608.07	45.00	10.71	1,041.15	-	1,041.15	65:35
31-03-2016	73.38	1,681.45	16.00	21.26	1,035.89	-	1,035.89	62:38
30-06-2016	62.44	1,743.89	85.00	10.71	1,110.18	-	1,110.18	64:36
30-09-2016	63.33	1,807.22	48.00	22.50	1,135.68	-	1,135.68	63:37
31-12-2016	58.65	1,865.87	155.50	63.22	1,227.96	-	1,227.96	66:34
31-03-2017	118.34	1,984.21	77.04	71.25	1,233.75	-	1,233.75	62:38
30-06-2017	155.46	2,139.67	94.00	10.71	1,317.04	-	1,317.04	62:38
30-09-2017	103.26	2,242.93	142.71	15.00	1,444.75	-	1,444.75	64:36
31-12-2017	150.04	2,392.97	126.00	10.71	1,560.04	-	1,560.04	65:35
31-03-2018	146.92	2,539.89	138.00	20.00	1,678.04	-	1,678.04	66:34
30-06-2018	(17.76)	2,522.13	285.00	10.71	1,952.33	-	1,952.33	77:23
30-09-2018	(15.48)	2,506.65	35.00	24.00	1,963.33	-	1,963.33	78:22
31-12-2018	(16.42)	2,490.23		10.71	1,952.62	-	1,952.62	78:22
31-03-2019	(45.70)	2,444.53	257.21	541.21	1,668.62	-	1,668.62	68:32

Calculation of Notional IDC

NTPC Ltd
Pakri Barwadih Mine

(Rs. crore)

Qtr Ended on	Expr. During Qtr	Cumulative Expr. Upto the end of Qtr	Debt Applied (Dom Borr and Bonds)	Repayments of DB & Bonds	Cumulative debt applied (DB & Bonds)	Cumulative debt applied (ECB)	Cumulative debt applied (Total)	Debt Equity Ratio	Normative Debt	Int Rate	Notional IDC
31-12-2010	327.33	327.33	230.00	-	230.00	-	230.00	70:30	229.131	0.01	0.00
31-03-2011	103.84	431.17	50.00	-	280.00	-	280.00	65:35	301.82	0.02	0.42
30-06-2011	38.83	470.00	25.00	-	305.00	-	305.00	65:35	329.00	0.02	0.57
30-09-2011	49.28	519.28	-	-	305.00	-	305.00	59:41	363.50	0.03	1.53
31-12-2011	20.62	539.90	73.00	-	378.00	-	378.00	70:30	377.93	0.02	0.00
31-03-2012	54.19	594.09	35.00	-	413.00	-	413.00	70:30	415.86	0.02	0.07
30-06-2012	27.05	621.14	20.00	-	433.00	-	433.00	70:30	434.80	0.02	0.04
30-09-2012	59.17	680.31	45.00	2.86	475.14	-	475.14	70:30	476.22	0.02	0.03
31-12-2012	110.66	790.97	-	-	475.14	-	475.14	60:40	553.68	0.03	2.03
31-03-2013	164.71	955.68	150.00	2.86	622.28	-	622.28	65:35	668.98	0.02	0.92
30-06-2013	60.42	1,016.10	-	-	622.28	-	622.28	61:39	711.27	0.03	2.24
30-09-2013	44.11	1,060.21	80.00	2.86	699.42	-	699.42	66:34	742.15	0.02	1.06
31-12-2013	78.62	1,138.83	50.00	-	749.42	-	749.42	66:34	797.18	2.50%	1.20
31-03-2014	98.73	1,237.56	60.00	4.65	804.77	-	804.77	65:35	866.29	2.48%	1.52
30-06-2014	34.99	1,272.55	-	10.71	794.06	-	794.06	62:38	890.79	2.57%	2.48
30-09-2014	41.83	1,314.38	-	7.14	786.92	-	786.92	60:40	920.07	2.61%	3.48
31-12-2014	61.89	1,376.27	-	10.71	776.21	-	776.21	56:44	963.39	2.59%	4.86
31-03-2015	73.18	1,449.45	266.00	7.14	1,035.07	-	1,035.07	71:29	1014.62	1.91%	0.00
30-06-2015	63.87	1,513.32	-	10.71	1,024.36	-	1,024.36	68:32	1059.32	2.25%	0.79
30-09-2015	34.66	1,547.98	-	17.50	1,006.86	-	1,006.86	65:35	1083.59	2.36%	1.81
31-12-2015	60.09	1,608.07	45.00	10.71	1,041.15	-	1,041.15	65:35	1125.65	2.30%	1.94
31-03-2016	73.38	1,681.45	16.00	21.26	1,035.89	-	1,035.89	62:38	1177.02	2.32%	3.28
30-06-2016	62.44	1,743.89	85.00	10.71	1,110.18	-	1,110.18	64:36	1220.72	2.22%	2.45
30-09-2016	63.33	1,807.22	48.00	22.50	1,135.68	-	1,135.68	63:37	1265.05	2.33%	3.01
31-12-2016	58.65	1,865.87	155.50	63.22	1,227.96	-	1,227.96	66:34	1306.11	2.13%	1.66
31-03-2017	118.34	1,984.21	77.04	71.25	1,233.75	-	1,233.75	62:38	1388.95	2.01%	3.12
30-06-2017	155.46	2,139.67	94.00	10.71	1,317.04	-	1,317.04	62:38	1497.77	2.01%	3.63
30-09-2017	103.26	2,242.93	142.71	15.00	1,444.75	-	1,444.75	64:36	1570.05	1.96%	2.45
31-12-2017	150.04	2,392.97	126.00	10.71	1,560.04	-	1,560.04	65:35	1675.08	1.92%	2.21
31-03-2018	146.92	2,539.89	138.00	20.00	1,678.04	-	1,678.04	66:34	1777.92	1.90%	1.90
30-06-2018	(17.76)	2,522.13	285.00	10.71	1,952.33	-	1,952.33	77:23	1765.49	1.80%	0.00
30-09-2018	(15.48)	2,506.65	35.00	24.00	1,963.33	-	1,963.33	78:22	1754.66	2.02%	0.00
31-12-2018	(16.42)	2,490.23	-	10.71	1,952.62	-	1,952.62	78:22	1743.16	2.07%	0.00
31-03-2019	(45.70)	2,444.53	257.21	541.21	1,668.62	-	1,668.62	68:32	1711.17	2.15%	0.91
01-04-2019	-	2,444.53	-	-	1,668.62	-	1,668.62	68:32	-	-	51.63
Total											

Name of the Petitioner: NTPC Ltd		Details of Applicable Statutory Charges							PART-IV FORM-16	
Name of the Integrated Mine: Pakri Barwadih		Applicable Rate	Quantity	Amount (2019-20)	Amount (2020-21)	Amount (2021-22)	Amount (2022-23)	Amount (2023-24)		
Royalty		% of CIL Price	14%	159.60	159.60	161.00	161.00	161.00	161.00	161.00
GST under Reverse Charge Mechanism		% of Royalty	18%	28.73	28.73	28.98	28.98	28.98	28.98	28.98
District Mineral Foundation (DMF)		% of Royalty	30%	47.88	47.88	48.30	48.30	48.30	48.30	48.30
GST under Reverse Charge Mechanism		% of DMF	18%	8.62	8.62	8.69	8.69	8.69	8.69	8.69
National Mineral Exploration Trust (NMET)		% of Royalty	2%	3.19	3.19	3.22	3.22	3.22	3.22	3.22
GST under Reverse Charge Mechanism		% NMET	18%	0.57	0.57	0.58	0.58	0.58	0.58	0.58
COVID 19 FUND wef 06.07.20		Rs per tonne	10.00		10.00	10.00	10.00	10.00	10.00	10.00
GST under Reverse Charge Mechanism		% of COVID 19 Fund	18%		1.80	1.80	1.80	1.80	1.80	1.80
Forest Tax wef 01.10.20		Rs per tonne	57.00		57.00	57.00	57.00	57.00	57.00	57.00
GST under Reverse Charge Mechanism		% of COVID 19 Fund	18%		10.26	10.26	10.26	10.26	10.26	10.26
GST Compensation Tax		Rs per tonne	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
GST on MDO price		% of Mining Charges	18%	141.43	141.43	141.43	141.43	141.43	141.43	141.43
GST after adjusting Input Tax Credit*		% of Total Taxable Value of Goods	5%							
Total				790.02	869.08	871.26	871.26	871.26	871.26	871.26

* GST of 5% is applicable on final product. However, the same is being set off against input tax credit.



(Petitioner)

PART- IV FORM- 17						
Details of Mine Closure Expenses						
Name of the Petitioner: NTPC Ltd						
Name of the Integrated Mine: Pakri Barwadih						
1. Amount Deposited in Escrow Account prior to date of Commercial Operation (Rs)	Amount in Rs Lakhs					
	PV 1788					
2. Life of Mine over which amount is to be recovered (Yrs)	n 49					
3. Borrowing Rate per year (%)	r 8.05%					
4. Amount recoverable per Year (Rs)	$P = PV \times r / [1 - (1+r)^{-n}]$ 147.29					
5. Deposit after the date of Commercial operation - when mine closure is in scope of Generating Company itself						
Production Year No. (1)	Amount of Deposit in Escrow account (2)	Date of Deposit in Escrow account (3)	Interest Earned/Accrued in Escrow account (4)	Amount received from Escrow account towards Mine closure (5)	Admissible Mine closure expense (6)	
4	328.50	31.03.2020			328.50	
5	345.00				345.00	
6	362.00				362.00	
7	380.00				380.00	
8	399.00				399.00	
6. Deposit after the date of Commercial operation - when mine closure is in scope of Mine Developer & Operator (MDO)						
Production Year No. (1)	Amount of Deposit in Escrow account (2)	Date of Deposit in Escrow account (3)	Borrowing cost at weighted average rate of interest of actual loan (4)	Interest Earned/Accrued in Escrow account (5)	Amount received from Escrow account towards Mine closure (6)	Adjustment to be made in Input price as a part of Mine closure expense (7)
4	328.50	31.03.2020	26.45	13.14		13.31
5	345.00		51.83	26.94		24.89
6	362.25		77.83	41.43		36.40
7	380.36		105.14	56.64		48.49
8	399.38		133.57	72.62		60.95
Note: Rate of interest in escrow account has been provisionally taken as 4% and the actual interest shall be submitted at the time of truing up.						



 Petitioner

Abstract of Capital Cost Estimates and Cost on the date of Commercial Operation of the Integrated Mine			PART- IV FORM- A
Name of the Petitioner: NTPC Ltd			
Name of the Integrated Mine: Pakri Barwadih			
Board of Director/ Agency approving the Capital cost estimates:	Board of Director		
Date of approval of the Capital cost estimates:	12.11.2010	26.12.2020	
	As per original Investment Approval	As per Investment Approval including Revised compensation plan	Actual
Price level of approved estimates	As on End of Ist Qtr. of the year 2010		01.04.2019
Foreign Exchange rate considered for the Capital cost estimates			
Capital Cost excluding IDC, IEDC & FC (Rs. Lakh)			
Foreign Component, if any (In Million US \$ or the relevant Currency)			
Domestic Component (Rs. Lakh)	3,02,461	4,87,534	1,65,479
Capital cost excluding IDC, IEDC, FC, FERV & Hedging Cost (Rs. Lakh)	3,02,461	4,87,534	1,65,479
IDC,FC, FERV, WCM & Hedging Cost			
Foreign Component, if any (In Million US \$ or the relevant Currency)			
Domestic Component (Rs. Lakh)	16,926	16,926	23,849
Total IDC, WC, FC, FERV & Hedging Cost (Rs. Lakh)	16,926	16,926	23,849
Rate of taxes & duties considered			
Capital cost Including IDC, IEDC, FC, FERV & Hedging Cost			
Foreign Component, if any (In Million US \$ or the relevant Currency)			
Domestic Component (Rs. Lakh)	319387	504460	189329
Capital cost Including IDC, IEDC& FC (Rs. Lakh)	319387	504460	189329
Schedule			
Scheduled date of commercial operation as per Investment Approval/Mine Plan	Not Defined		
Scheduled date of Peak rated capacity as per Investment Approval/Mine Plan			
Actual COD of last Unit/Block	01.04.2019		
 (Petitioner)			

S. No.		Break Down	As per Original Investment Approval	As per Investment Approval including Revised compensation plan	Actual Capital Expenditure as on date of commercial operation		Liabilities/Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	Estimated Capital expenditure up to Peak Rated Capacity
					3A	Actual Amount (Cash Basis)				
1	2	Cost of Land & Site Development								
1.1		Land								
		Freehold Land	50,553.00	2,35,626.00	21,248.64	6,504.90	1,22,645.54			235626.00
		Lease Hold Land			60,551.01	24,675.91				
		CBA Land								
1.2		Rehabilitation & Resettlement (R&R)								
1.3		Preliminary Investigation & Site Development (Prospecting and Boring)								
2		Total Land & Site Development	50,553.00	2,35,626.00	81,799.65	31,180.81	1,22,645.54			2,35,626.00
2.1		Plant & Equipment								
2.1		Coal Handling Plant	1,09,012.00	1,09,012.00	1,736.16	68.58	1,07,207.26			
2.2		Material Handling system								
2.3		Fixed Infrastructure Mechanical								
2.4		Other Plant and Machinery								
3		Total BOP Mechanical	1,09,012.00	1,09,012.00	1,736.16	68.58	1,07,207.26			1,09,012.00
3.1		Plant & Machinery								
3.1		Switchyard Package								
3.2		Emergency D G Set								
3.3		Fixed Infrastructure Electrical								
		Total BOP Electrical	-	-	-	-	-			-
4		Spares								
4.1		Initial Spares								
		Total Plant and Machinery	1,09,012.00	1,09,012.00	1,736.16	68.58	1,07,207.26			1,09,012.00
5		Civil Works								

Break-up of Capital Cost for New Integrated Mine

Part - IV
Form-B

Name of the Petitioner: NTPC Ltd

Name of the Integrated Mine: Pakri Barwadli

(Amount in Rs. Lakh)

Name of the Petitioner: NTPC Ltd		Break-up of Capital Cost for New Integrated Mine						Part - IV Form-B
Name of the Integrated Mine: Pakri Barwadli								(Amount in Rs. Lakh)
S. No.	Break Down	As per Original Investment Approval	As per Investment Approval including Revised compensation plan	Actual Capital Expenditure as on date of commercial operation	Liabilities/Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	Estimated Capital expenditure up to Peak Rated Capacity
		3	3A	4	5	6	7	8
1	2							
5.1	Township & Colony/Aux Building	1,300.00	1,300.00	2,426.64	66.68	-1,193.32	It is submitted that estimate of township was based on 2010 price level. However, due to delay in land acquisition and law and order issues, most of the works of township/buildings could be awarded/ started after approval of revised mine plan by MoC in March 2016. It is further submitted that during Investment Approval, it was envisaged that around 70 employees shall be required for operation of mine. However, because of statutory requirement of deployment of manpower, approximate requirement of manpower deployment is around 150 no. and therefore, corresponding increase in expenditure related to township and office building. It is therefore submitted that the variation in price corresponds to normal escalation of price of construction material and labour cost and increase in number of employees. Hon'ble Commission may be pleased to allow the capitalization.	1,300.00
5.2	Temporary Construction & Enabling Works							
5.3	Road and Drainage							
5.4	Fixed Infrastructure Civil							
	Total Civil Works	1,300.00	1,300.00	2,426.64	66.68	-1,193.32		1,300.00
6	Overheads							

<u>Break-up of Capital Cost for New Integrated Mine</u>								Part - IV Form-B
Name of the Petitioner: NTPC Ltd								
Name of the Integrated Mine: Pakri Barwadih								
								(Amount in Rs. Lakh)
S. No.	Break Down	As per Original Investment Approval	As per Investment Approval including Revised compensation plan	Actual Capital Expenditure as on date of commercial operation	Liabilities/ Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	Estimated Capital expenditure up to Peak Rated Capacity
				Actual Amount (Cash Basis)				
1	2	3	3A	4	5	6	7	8
6.1	Establishment (Other Expenditure directly attributable to Construction)	8,555.00	8,555.00	6,071.27	234.99	2,248.74		8,555.00
6.2	MBOA							
6.3	Mine Development expenditure excluding IDC	1,33,041.00	1,33,041.00	9,367.15	32,527.57	91,146.28		1,33,041.00
	Total Overheads	1,41,596.00	1,41,596.00	15,438.42	32,762.56	93,395.02		1,41,596.00
7	Total Capital cost excluding IDC & FC	3,02,461.00	4,87,534.00	1,01,400.86	64,078.63	3,22,054.51		4,87,534.00
8	IDC, FC, FERV & Hedging cost					-		
8.1	Interest During Construction (IDC)	16,926.00	16,926.00	23,849.30		-6,923.30	It is submitted that during the preparation of Financial Appraisal Report, construction period of 2 years upto first touching of coal was envisaged and IDC upto first touching of coal was included in Investment Approval. Relevant extracts of FAR are attached as Annexure- P-33 . However, first coal touched in Dec 2016 and COD was declared on 01.04.2019. Interest on loans upto Commercial Operation Date of the project was capitalized in line with the accounting practices. Further, there is some delay in start of coal production of the project due to delay in land aquisition and law & order issues as detailed in the petition. Regulation 36D also provides that IDC upto date of commercial operation shall be considered for arriving at the capital cost of the project. Hon'ble Commission may be pleased to allow the IDC as claimed.	23,849.30
8.2	Financing charges (FC)							

S. No.		Break Down	As per Original Investment Approval	As per Investment Approval including Revised compensation plan	Actual Capital Expenditure as on date of commercial operation		Liabilities/Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	Estimated Capital expenditure up to Peak Rated Capacity
					Actual Amount (Cash Basis)	4				
1	2		3	3A	4	5	6	7	8	
8.3		Foreign Exchange Rate Variation (FERV)								
8.4		Hedging cost								
8.5		WCM								
		Total of IDC, FC, FERV & Hedging cost	16,926.00	16,926.00	23,849.30		-6,923.30		23,849.30	
9		Capital cost including IDC, FC, FERV & Hedging cost	3,19,387.00	5,04,460.00	1,25,250.16	64,078.63	3,15,131.21		5,11,383.30	
10		Notional IDC			5,162.52					
11		Total	3,19,387.00	5,04,460.00	1,30,412.68	64,078.63	3,15,131.21		5,11,383.30	



(Petitioner)

Break-up of Capital Cost for New Integrated Mine

Part - IV
Form-BName of the Petitioner: NTPC Ltd
Name of the Integrated Mine: Pakri Barwadih

(Amount in Rs. Lakh)

Break-up of Construction/Supply/Service packages										PART- IV FORM- C
Name of the Petitioner: NTPC Ltd										(Amount in Rs. Lakh)
Name of the Integrated Mine: Pakri Barwadli										
S. No.	Name/No. of Construction / Supply / Service Package	Land Acquisition		Mine development expenses	MBOA	Coal Handling Plant	Township & Aux Buildings	Total Cost of all packages		
		Lease Hold Land	Free Hold Land							
1	Scope of works (in line with head of cost break-ups as applicable)									
2	Whether awarded through ICB/DCB/ Departmentally/ Deposit Work			DCB	DCB	DCB	DCB			
3	No. of bids received									
4	Date of Award									
5	Date of Start of work									
6	Date of Completion of Work/Expected date of completion of work				More than 200 contracts	Around 100 No of contracts	Around 250 No of contracts			
7	Value of Award in (Rs. Lakh)				517.31	1645.08	2232.57			
8	Firm or With Escalation in prices				Firm	Firm	Firm			
9	Actual capital expenditure till the completion or up to date of commercial operation whichever is earlier(Rs.Lakh)	85226.92	27753.54	41894.72	524.28	1804.74	2493.32	159697.51		
10	Taxes & Duties and IEDC (Rs. Lakh)			5781.98	0.00	0.00	0.00	5781.98		
11	IDC, FC, FERV & Hedging cost (Rs. Lakh)			23849.30	0.00	0.00	0.00	23849.30		
12	Sub -total (9+10+11) (Rs. Lakh)	85226.92	27753.54	71526.00	524.28	1804.74	2493.32	189328.79		

Note: Capitalized value includes taxes and duties while award value is excluding taxes.



(Petitioner)

Reconciliation of capitalization claimed vis-à-vis books of accounts							PART- IV FORM- E
Name of the Petitioner: NTPC Ltd							(Amount in Rs. Lakh)
Name of the Integrated Mine: Pakri Barwadih							
S. No.	Particulars	As on CoD i.e. 01.04.2019	2019-20	2020-21	2021-22	2022-23	
1	2	3	4	5	6	7	
1	Closing Gross Block as per IND AS	2,70,685.28					
2	Ind-AS Adjustment	16,071.26					
3	Closing Gross Block as per IGAAP	2,54,614.02					
4	Opening Gross Block as per IND AS						
5	Add/Less: Adjustments						
6	Opening Gross Block as per IGAAP						
7	Total Additions as per books (G = 3 - 5)	2,54,614.02					
8	Less: Additions pertaining to other Mines (give Mine wise breakup)	-					
	Chatti Bariatu	38,243.80					
	Kerandari	27,015.31					
	Coal mining HQ	26.11					
9	Net Additions pertaining to instant Mine	1,89,328.80					
10	Less: Exclusions (items not allowable / not claimed)	-					
11	Net Additional Capital Expenditure Claimed (on accrual basis) (I GAAP)	1,89,328.80					
12	Less: Un-discharged Liabilities	64,078.63					
13	Add: Discharges of un-discharged liabilities,	-					
14	Net Additional Capital Expenditure Claimed (on cash basis)	1,25,250.17					



(Petitioner)

Statement of Capital cost		PART-IV FORM- G		
(To be given for relevant dates and year wise)				
Name of the Petitioner: NTPC Ltd				
Name of the Integrated Mine: Pakri Barwadih				
(Amount in Rs. Lakh)				
S. No.	Particulars	As on 01.04.2019		
		Accrual Basis	Un-discharged Liabilities	Cash Basis
A	a) Opening Gross Block Amount as per books (Indian GAAP)	1,89,328.79	64,078.63	125250.16
	b) Amount of IDC in A(a) above	23,849.30		23849.30
	c) Amount of FC in A(a) above			
	d) Amount of FERV in A(a) above			
	e) Amount of Hedging Cost in A(a) above			
	f) Amount of IEDC in A(a) above	5,781.98		5781.98
B	a) Addition in Gross Block Amount during the period (Direct purchases) (Indian GAAP)			
	b) Amount of IDC in B(a) above			
	c) Amount of FC in B(a) above			
	d) Amount of FERV in B(a) above			
	e) Amount of Hedging Cost in B(a) above			
	f) Amount of IEDC in B(a) above			
C	a) Addition in Gross Block Amount during the period (Transferred from CWIP) (Indian GAAP)			
	b) Amount of IDC in C(a) above			
	c) Amount of FC in C(a) above			
	d) Amount of FERV in C(a) above			
	e) Amount of Hedging Cost in C(a) above			
	f) Amount of IEDC in C(a) above			
D	a) Deletion in Gross Block Amount during the period (Indian GAAP)			
	b) Amount of IDC in D(a) above			
	c) Amount of FC in D(a) above			
	d) Amount of FERV in D(a) above			
	e) Amount of Hedging Cost in D(a) above			
	f) Amount of IEDC in D(a) above			
E	a) Closing Gross Block Amount as per books (Indian GAAP)			
	b) Amount of IDC in E(a) above			
	c) Amount of FC in E(a) above			
	d) Amount of FERV in E(a) above			
	e) Amount of Hedging Cost in E(a) above			
	f) Amount of IEDC in E(a) above			

Shall be provided at the time of truing up


 (Petitioner)

Statement of Capital Works in Progress (To be given for relevant dates and year wise)		PART-IV FORM- H		
Name of the Petitioner: NTPC Ltd				
Name of the Integrated Mine: Pakri Barwadih				
(Amount in Rs. Lakh)				
S. No.	Particulars	As on 01.04.2019		
		Accrual Basis	Un-discharged Liabilities	Cash Basis
A	a) Opening CWIP as per books (Indian GAAP)	122535.16	18040.93	104494.22
	b) Amount of IDC in A(a) above	44715.73		44715.73
	c) Amount of FC in A(a) above			
	d) Amount of FERV in A(a) above			
	e) Amount of Hedging Cost in A(a) above			
	f) Amount of IEDC in A(a) above			
B	a) Addition in CWIP during the period(Indian GAAP)			
	b) Amount of IDC in B(a) above			
	c) Amount of FC in B(a) above			
	d) Amount of FERV in B(a) above			
	e) Amount of Hedging Cost in B(a) above			
	f) Amount of IEDC in B(a) above			
C	a) Transferred to Gross Block Amount during the period (Indian GAAP)			
	b) Amount of IDC in C(a) above			
	c) Amount of FC in C(a) above			
	d) Amount of FERV in C(a) above			
	e) Amount of Hedging Cost in C(a) above			
	f) Amount of IEDC in C(a) above			
D	a) Closing CWIP as per books (Indian GAAP)			
	b) Amount of IDC in E(a) above			
	c) Amount of FC in E(a) above			
	d) Amount of FERV in E(a) above			
	e) Amount of Hedging Cost in E(a) above			
	f) Amount of IEDC in E(a) above			
Shall be provided at the time of truing up				
 (Petitioner)				

		Calculation of Interest on Normative Loan									
		(Amount in Rs Lakh)									
		PART- IV FORM- I									
		Name of the Petitioner: NTPC Ltd									
		Name of the Integrated Mine: Pakri Barwadih									
S. No.	Particulars	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24				
1	2	3	4	5	6	7	8				
1	Gross Normative loan – Opening		91,288.88	1,42,856.46	1,62,731.47	1,88,109.36	1,93,966.26				
2	Cumulative repayment of Normative loan up to previous year		-	5,916.21	13,637.58	22,502.37	32,156.37				
3	Net Normative loan – Opening		91,288.88	1,36,940.25	1,49,093.89	1,65,607.00	1,61,809.89				
4	Add: Increase due to addition during the year		33,456.30	15,992.32	25,377.89	5,856.90	24,699.50				
5	Less: Decrease due to de-capitalisation during the year		-	-	-	-	-				
6	Add: Increase due to discharges during the year / period		18,111.28	3,882.69	-	-	-				
6A	Less: repayment during the period		5,916.21	7,721.37	8,864.79	9,654.00	10,426.08				
7	Net Normative loan - Closing		1,36,940.25	1,49,093.89	1,65,607.00	1,61,809.89	1,76,083.31				
8	Average Normative loan		1,14,114.57	1,43,017.07	1,57,350.44	1,63,708.45	1,68,946.60				
9	Weighted average rate of interest		8.05%	7.36%	7.18%	7.18%	7.12%				
10	Interest on Loan		9,189.30	10,520.19	11,295.09	11,751.48	12,026.80				
		 (Petitioner)									

Calculation of Interest on Normative Loan (Transportation)							PART- IV FORM- I
Name of the Petitioner: NTPC Ltd							(Amount in Rs Lakh)
Name of the Integrated Mine: Pakri Barwadih							
S. No.	Particulars	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7	8
1	Gross Normative loan – Opening		-	-	-	52,817.00	77,317.00
2	Cumulative repayment of Normative loan up to previous year		-	-	-	1,194.67	7,081.68
3	Net Normative loan – Opening	-	-	-	-	51,622.32	70,235.31
4	Add: Increase due to addition during the year		-	-	52,817.00	24,500.00	7,000.00
5	Less: Decrease due to de-capitalisation during the year				-	-	-
6	Add: Increase due to discharges during the year / period				-	-	-
6A	Less: repayment during the period		-	-	1,194.67	5,887.01	7,312.01
7	Net Normative loan - Closing		-	-	51,622.32	70,235.31	69,923.30
8	Average Normative loan		-	-	25,811.16	60,928.82	70,079.30
9	Weighted average rate of interest		8.05%	7.36%	7.18%	7.18%	7.12%
10	Interest on Loan		-	-	1,852.80	4,373.65	4,988.74
							(Petitioner)

		<u>Calculation of Interest on Working Capital</u>						PART-IV FORM-J
		(Amount in Rs Lakh)						
S. No.	Particulars	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
1	2	3	4	5	6	7	8	
1	Input Cost of Coal Stock for 7 days of Production corresponding to ATQ for the relevant year		3269.89	2954.91	4191.88	4312.75	4363.77	
2	Consumption of stores and spare including explosives, lubricants and fuels (@ 15%) of O&M expenses excluding mining charge of MDO or annual charge of any agency other than MDO	Not Applicable	1754.73	1816.14	1879.71	1945.50	2013.59	
3	One Month O & M Expenses excluding mining charge of MDO or annual charge of any agency other than MDO		974.85	1008.97	1044.28	1080.83	1118.66	
4	Total Working Capital		5999.47	5780.02	7115.87	7339.08	7496.02	
5	Rate of Interest		12.05	11.25	10.50	10.50	10.50	
6	Interest on Working Capital		722.94	650.25	747.17	770.60	787.08	
 (Petitioner)								

PART- IV FORM- J							
Calculation of Interest on Working Capital (Transportation)							
Name of the Petitioner: NTPC Ltd							
Name of the Integrated Mine: Pakri Barwadih							
(Amount in Rs Lakh)							
S. No.	Particulars	Existing 2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7	8
1	Input Cost of Coal Stock for 7 days of Production corresponding to ATQ for the relevant year		0.00	0.00	118.42	288.08	349.29
2	Consumption of stores and spare including explosives, lubricants and fuels (@ 15%) of O&M expenses excluding mining charge of MDO or annual charge of any agency other than MDO	Not Applicable	0.00	0.00	0.00	0.00	0.00
3	One Month O & M Expenses excluding mining charge of MDO or annual charge of any agency other than MDO		0.00	0.00	0.00	0.00	0.00
4	Total Working Capital		0.00	0.00	118.42	288.08	349.29
5	Rate of Interest		12.05	11.25	10.50	10.50	10.50
6	Interest on Working Capital		0.00	0.00	12.43	30.25	36.68
							 (Petitioner)

Incidental Expenditure up to date of commencement of Production and up to Actual date of commercial operation			PART- IV FORM- K
Name of the Petitioner: NTPC Ltd			
Name of the Integrated Mine: Pakri Barwadih			
(Amount in Rs. Lakh)			
S. No.	Parameters	As on date of commencement of Production	As on actual/ anticipated date of commercial
Head of Expenses:			
1	Employees' Benefits Expenses	19599.09	29330.70
2	Communication Expenses	229.89	347.96
3	Power Charges	117.45	172.91
4	Depreciation	1419.42	7709.67
5	EDP hire and other charges	82.06	124.25
6	Expenses for guest house	106.51	200.23
7	Hiring of vehicles	696.35	1335.21
8	Travel	672.00	1009.31
9	Insurance	3.04	5.91
10	Legal expenses	390.32	914.05
11	Miscellaneous expenses	3840.35	119155.99
12	Printing and stationery	42.91	72.72
13	Professional charges and consultancy	1874.86	2633.14
14	Rates and taxes	11.06	53.70
15	Rent	226.61	350.02
16	Security expenses	2429.91	5381.30
17	Tender expenses	127.80	147.69
18	Repair & Mtce	4062.49	4361.57
19	Hiring of Construction Equipment	171.75	1274.21
Total Expenses		36103.87	174580.54
1	Less: Income from sale of tenders	-2.87	-3.83
2	Less: Income from guest house	-3.58	-6.69
3	Less: Income recovered from Contractors	-2,410.58	-2,982.57
4	Less: Other Misc Income	-46.86	-246.11
5	Less: Pre Commsioning Income on Sale	-	-1,65,559.36
Net Expenses		33,639.98	5,781.98
 (Petitioner)			

Actual cash expenditure							PART- IV
							FORM- M
Name of the Petitioner: NTPC Ltd							
Name of the Integrated Mine: Pakri Barwadih							
							(Amount in Rs. Lakh)
Particulars	Expenditure towards Gross Block	Add: Expenditure towards CWIP	Add: Capital Advances, if any	Less: Un-discharged liabilities (included)	Add/Less: Others	Payment to contractors / suppliers towards capital assets	Cumulative payments
Q12006-07	0.83	0	-	0.00		0.83	0.83
Q22006-07	4.58	0	-	0.00		4.58	5.41
Q32006-07	13.03	-	-	0.00		13.03	18.44
Q42006-07	5.69	-	-	0.00		5.69	24.13
Q12007-08	2.20	-	-	0.00		2.20	26.33
Q22007-08	0.10	-	-	0.00		0.10	26.43
Q32007-08	0.67	-	-	0.00		0.67	27.10
Q42007-08	0.00	-	-	0.00		0.00	27.10
Q12008-09	0.42	3,556.22	-	0.00		3,556.63	3,583.73
Q22008-09	0.30	3.02	-	0.00		3.32	3,587.05
Q32008-09	681.83	763.28	1,692.13	0.00		3,137.24	6,724.29
Q42008-09	4.16	380.11	784.22	0.00		1,168.49	7,892.78
Q12009-10	1.11	260.67	10.76	0.00		272.54	8,165.32
Q22009-10	775.36	308.40	1,422.25	-328.12		2,177.89	10,343.20
Q32009-10	0.37	385.78	949.38	177.34		1,512.86	11,856.07
Q42009-10	479.79	541.63	6,219.89	0.00		7,241.32	19,097.38
Q12010-11	361.88	382.50	12,066.36	-37.42		12,773.32	31,870.70
Q22010-11	9.78	452.62	5,123.82	-1087.31		4,498.91	36,369.61
Q32010-11	3.08	670.01	-1,857.03	1087.31		-96.62	36,272.99
Q42010-11	6,686.02	1,912.87	-12,060.96	-77.91		-3,539.99	32,733.00
Q12011-12	15,880.76	1,273.45	-5,760.81	-1009.40		10,384.00	43,117.00
Q22011-12	6.60	3,017.79	858.60	0.00		3,882.99	47,000.00
Q32011-12	4.41	1,179.75	3,772.05	-28.21		4,928.00	51,928.00
Q42011-12	10,937.64	2,023.75	-10,206.53	-692.86		2,062.00	53,990.00
Q12012-13	4,063.60	1,597.96	-52.95	-189.61		5,419.00	59,409.00
Q22012-13	9.15	1,608.06	1,636.11	-548.31		2,705.00	62,114.00
Q32012-13	31.02	2,014.36	4,243.25	-371.63		5,917.00	68,031.00
Q42012-13	9,513.10	9,183.90	5,409.88	-13040.87		11,066.00	79,097.00
Q12013-14	4,412.70	10,724.95	877.40	455.95		16,471.00	95,568.00
Q22013-14	8.49	4,466.83	-214.52	1781.20		6,042.00	1,01,610.00
Q32013-14	13,760.15	3,698.25	-10,863.88	-2183.52		4,411.00	1,06,021.00
Q42013-14	6,513.07	11,790.56	2,214.77	-12656.39		7,862.00	1,13,883.00
Q12014-15	95.31	5,286.50	17,743.66	-13252.47		9,873.00	1,23,756.00
Q22014-15	7.05	6,611.65	-2,208.24	-911.46		3,499.00	1,27,255.00
Q32014-15	72.56	4,500.99	123.91	-514.46		4,183.00	1,31,438.00
Q42014-15	5,371.40	5,500.20	-9,790.41	5107.80		6,189.00	1,37,627.00
Q12015-16	4,614.75	4,925.31	5,420.63	-7642.69		7,318.00	1,44,945.00
Q22015-16	2,372.40	4,105.03	-	-90.42		6,387.00	1,51,332.00
Q32015-16	203.39	5,412.47	3,331.58	-5481.44	-	3,466.00	1,54,798.00
Q42015-16	88.05	7,803.98	-2,006.70	123.66	-	6,008.99	1,60,807.00
Q12016-17	7,265.51	4,964.02	-2,379.86	-2511.67	-	7,338.01	1,68,145.00
Q22016-17	12.09	6,747.08	784.98	-1300.16	-	6,244.00	1,74,389.00
Q32016-17	28.73	5,138.85	1,934.98	-769.55	-	6,333.00	1,80,722.00
Q42016-17	326.70	10,413.67	-3,660.31	-1215.06	-	5,865.00	1,86,587.00
Q12017-18	8,213.60	-529.71	5,491.95	-1341.83	-	11,834.01	1,98,421.00
Q22017-18	4,433.11	26,793.79	4,472.51	-20153.41	-	15,546.00	2,13,967.00
Q32017-18	199.96	11,706.80	273.00	-1853.76	-	10,326.00	2,24,293.00
Q42017-18	945.38	31,197.94	-493.71	-16645.61	-	15,004.00	2,39,297.00
Q1 2018-19	8,510.95	2,082.01	519.40	3579.65	-	14,692.00	2,53,989.00
Q2 2018-19	108.08	-560.43	-149.34	-1174.31	-	-1,776.00	2,52,213.00
Q3 2018-19	196.61	-725.85	1,051.35	-2070.10	-	-1,548.00	2,50,665.00
Q4 2018-19	187.30	-16,544.02	-12,015.28	26730.01	-	-1,641.99	2,49,023.00
COD 01.04.2019	87,981.00	-64,491.83		-28059.52		-4,570.35	2,44,452.65

Actual cash expenditure							PART- IV
							FORM- M
Name of the Petitioner: NTPC Ltd							
Name of the Integrated Mine: Pakri Barwadih							
(Amount in Rs. Lakh)							
Particulars	Expenditure towards Gross Block	Add: Expenditure towards CWIP	Add: Capital Advances, if any	Less: Un-discharged liabilities (included)	Add/Less: Others	Payment to contractors / suppliers towards capital assets	Cumulative payments
Total	2,05,405.79	1,22,535.16	14,708.27	-98,196.56	-	2,44,452.65	
							 (Petitioner)

Statement of Liability Flow						PART-IV FORM-N
Name of the Petitioner: NTPC Ltd						
Name of the Integrated Mine: Pakri Barwadih						
Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Amount in Rs Lakhs
						Net Liability at end of each year*
CHEPAKALAN BHUBISTHAPIT PARIWAHAN	Construction of Mine approach Road in village Jugra (0 mtr to 130	01.04.2019	0.69			
ADARSH PRIWAHAN SAWALAMBI	2 ROW HUME PIPE CULVERTS AT JUGRA,Package-13.	01.04.2019	0.30			
KALYAN SHRAMIK SWAWALAMBI SAHKARI	2 ROW HUME PIPE CULVERTS AT JUGRA,Package-14.	01.04.2019	0.09			
JANVIKASH VISTHAPIT SRAMIK	Construction of Road in Jugra to Arahara village: Chnage 800 to 1200 m	01.04.2019	1.09			
BAROJGAR BHU BISTHAPIT PRIWAHAN	Construction of road from Jugra to Arahara village: Chnage 0 to 400 m	01.04.2019	1.06			
BHU VISTHAPIT SHARMIK SWAWALAMBI	Construction road from Jugra to Arahara village: Chnage 400 to 800 m	01.04.2019	1.06			
JORDAG SHRAMIK SWAWALAMBI SAHAKARI	Construction of approach road from forest area of Jordag village	01.04.2019	1.47			
JAN VIKASH SRAMIK SWAWALAMBI	Construction of PCC road at Sikri Township	01.04.2019	1.50			
PANKARI BARWADIH ADHYOGIC	Construction of approach road at Sikri Township (Pkg-6)	01.04.2019	1.45			
CHEPAKHURD SHRAMIK SWAWALAMBI	Construction of road from Langatu Sub station to Chepakurd more	01.04.2019	1.16			
PANKARI BARWADIH ADHYOGIC	Construction of WBM Road from Chnage 700 to 1400 meter Package-II)	01.04.2019	1.80			

Party	Asset / Work	Year of actual capitalizat ion	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
MAJDUR SANGHARSH SHARMIK SWAWLAMBI	Construction of Road by earth cutting from Arahara to Chepakalan	01.04.2019	0.12			
CHEPAKALAN BHUBISTHAPIT PARIWAHAN	Construction of road by earth cutting from Arahara to Chepakalan	01.04.2019	1.13			
ADARSH SHIKSHIT BEROJGAR SWALAMBI	Construction of road by earth cutting from Arahara to Chepakalan	01.04.2019	0.12			
JAN VIKASH SRAMIK SWAWLAMBI	Construction of Road by earth cutting from Arahara to Chepakalan	01.04.2019	0.12			
BAROJGAR BHU BISTHAPIT PRIWAHAN	Construction of road from Arahara to Chepakalan chainage 1400 to 2100	01.04.2019	1.80			
JANVIKASH VISTHAPIT SRAMIK	Construction of WBM Road from Chainage 0 (Arahara More) to 700 meter	01.04.2019	0.19			
UPKAR SHIKSHIT BEROJGAR SWAWLAMBI	Construction of WBM road from ONGC drilling site connecting to	01.04.2019	1.43			
RAWANGIN VIKASH SRAMIK SWAWLAMBI	Construction of Boundary wall <(>&<>> Guard wall for road at village	01.04.2019	0.89			
BARKAGAON KRISAK SEWA SWALAMBI	Construction of Road from Chepakalan to Nagri (Package-5)	01.04.2019	1.46			
UPKAR SHIKSHIT BEROJGAR SWAWLAMBI	Construction of Road from Chepakalan to Nagri (Package-4)	01.04.2019	1.08			
CHATTIBARIJATU SHRAMIK SWAWLAMBI	Construction of road at Pagar infra Area (Pkg-8)	01.04.2019	0.92			
JAIN TRADERS	Supply and erection of three nos. unit Pre fabricated hut Size -6.10 m X	01.04.2019	3.01			
CHEPAKALAN BHUBISTHAPIT PARIWAHAN	Construction of Barrack No. 1 (Pkg), Langatu, Barkagaon, Hazaribag.	01.04.2019	1.07			
BAROJGAR BHU BISTHAPIT PRIWAHAN	Construction of toilets, septic tank and water tub at Langatu	01.04.2019	0.82			
CHEPAKALAN BHUBISTHAPIT PARIWAHAN	Construction of Barrack No. 1 for SSB at Nagdi.	01.04.2019	0.94			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
JAN VIKASH SRAMIK SWAWLAMBI	Construction of Barrack No. 2 for SSB at Nagdi.	01.04.2019	0.94			
RELIABLE ENTERPRISES	PRE-FAB TOILET-INDIAN+ACCS, SPEC-1	01.04.2019	0.02			
ADARSH SRAMIK SWAWLAMBI SAHKARI	Construction of boundary wall with concertina coil fencing, repair of	01.04.2019	1.12			
KAUSHL SHIKSHIT BEROJGAR SWAWLAMBI	Construction of Visitor pass/Security office at Barkagaon office	01.04.2019	0.21			
PANKARI BARWADIH ADHYOGIC	Renovation of Existing Old Building with some Additional work near to	01.04.2019	0.47			
ADARSH PRIWAHAN SAWAWLAMBI	Construction of vehicle shed at Sikri Township	01.04.2019	1.15			
CHEPAKALAN BHUBISTHAPIT PARIWAHAN	Construction of Barrack No.-1 (Pkg-1) at near village Itiz, Barkagaon,	01.04.2019	1.06			
BHU RAIYAT KISAN SHARMIK	Fencing work in NTPC Township at village Sikri-Garikala.	01.04.2019	0.19			
MAJDUR SANGHARSH SHARMIK SWAWLAMBI	Construction of Toilets, Magazine Room and Drain for SSB at Nagdi.	01.04.2019	0.81			
NAV YUWAK SRAMIK SWAWLAMBI SAHKARI	Construction of Electrical Store and sitting arrangement for DG operator at Langatu village.	01.04.2019	0.21			
MAJDUR SANGHARSH SHARMIK SWAWLAMBI	Construction of Morcha and PCC Road at SSB camp Nagadi (Pkg-2)	01.04.2019	1.49			
ADARSH PRIWAHAN SAWAWLAMBI	Construction of Hall and two rooms at field hostel premises of Sikri	01.04.2019	1.35			
BHU VISHTHAPIT SEWA PARIWAHAN	Construction of additional floor above F&A office Building at Sikri.	01.04.2019	1.20			
MAA LAKSHMI ENTERPRISES	Construction of Store Sheds at PBCMP.	01.04.2019	7.04			
PRAVEEN KUMAR KUSHWAHA	Modification of store No-1 to office at Sikri Township.	01.04.2019	8.00			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
THE LATTICE INTERIORS	Design, supply and installation of Field Hostel (Double Storey Pre-	01.04.2019	1.54			
BHAGWATI SHRAMIK SAWALAMBI SAHKARI	Development of park in Field hostel campus, Garikalan.	01.04.2019	0.79			
KARANPURA CONSTRUCTION	Construction of optimizer building at Sikri	01.04.2019	1.65			
PRAVIN KUMAR	Construction of Stabilization Centre at Sikri Township	01.04.2019	1.40			
BHU VISTHAPT SHARMIK SAWALAMBI	Construction of Magazine Room and Security post at Pagar Infra Area	01.04.2019	0.35			
PAGAR SHIKSHIT BEROJAGAAR SAWALAMBI	Construction of office building, toilets and septic tank etc at pagar	01.04.2019	1.22			
SANGARSH PARIWAHAN SAWALAMBI	Construction of Kitchen & Dining Hall cum Recreation room at Pagar	01.04.2019	0.99			
JAN VIKASH SRAMIK SAWALAMBI	Construction of Dining Hall at Sikri office.	01.04.2019	1.14			
PANKARI BARWADIH ADHYOGIC	Civil works at SISF Camp at Langatu village.	01.04.2019	0.95			
MD.FIROZ ALAM	Construction of office building in Sikri /Garikalan Township	01.04.2019	1.78			
SHARAMJIWI SHARMIK SAWALAMBI SAHYOG	Construction of Boundary wall & inside road at Sikri Township,	01.04.2019	1.46			
BHAGWATI SHRAMIK SAWALAMBI SAHKARI	Construction of balance approach road & Magazine Room at Sikri	01.04.2019	1.39			
NAV YUVAK SANGH SRAMIK SAVLUMBI	Construction of Barrack No.1, Toilet, Septic Tank & Soak pit for	01.04.2019	1.47			
ADARSH PRIWAHAN SAWALAMBI	Construction of Kitchen & Watch tower for Security infra at Sikri	01.04.2019	1.38			
PRAVEEN KUMAR KUSHWAHA	Construction of Retaining/Guard Wall to protect service road at Nala	01.04.2019	11.20			

Party	Asset / Work	Year of actual capitalizat ion	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
UJJAWAL VIKAS SHRAMIK SWABLAMBI	Construction of barbed wire fencing and barricade in conveyor corridor area	01.04.2019	0.04			
BHU VISTHAPIT SHARMIK SWAWALAMBI	Construction of Boundary wall and watch tower at TP-05 for SISF	01.04.2019	0.83			
SIKRI SRAMIK SAHYOG SAMITI LTD	Barbed wire fencing with angle iron post along boundary wall of Sikri	01.04.2019	0.28			
GANPATI SHRAMIK SAHYOG SAMITI LTD	Construction of Storm water drain at Pagar Infra Area (Pkg-09)	01.04.2019	0.97			
SHIKSHIT BEROJGAR SWALAMBI SAHKARI	Construction of Balance 500 m drain work at sikri (Garikalan) Township-	01.04.2019	1.37			
BHAGWATI SHRAMIK SWAWLAMBI SAHKARI	Construction of balance 500 meter drain works at sikri Township Pkg-1	01.04.2019	1.37			
SIKRI SRAMIK SAHYOG SAMITI LTD	Deep bore well associated piping and 5000 lit capacity tank (steel	01.04.2019	0.51			
PAGAR SHIKSHIT BEROJGAAR SWAWLAMBI	Deep Bore well associated piping and 10000 lit capacity with over tank	01.04.2019	0.90			
SHIKSHIT BEROJGAR SWALAMBI SAHKARI	Construction of Drain <(>&<> OH Tank at Sikri Township (Pkg-5)	01.04.2019	1.16			
AVERY INDIA LTD	Design, Manufacture, Supply, Installation & Commissioning of Electronic pitless type weighbridge of 120 MT capacity	01.04.2019	1.35			
HUE SERVICE PVT LTD	WORKSTATION INCLUDING ALL ACCESSORIES	01.04.2019	0.33			
ORBIT TECHNOLOGIES PVT LTD	:TG-ANALYZER:COMP ASSY	01.04.2019	0.68			
WEIGH TRACK	supply of 50 te road weigh bridge	01.04.2019	2.41			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
WEIGH TRACK	Erection, Installation, Stamping and Commissioning of 1 SET (Two No.s) of fully electronic pit less road weigh bridges (50 Te cap, size 9m X 3m)	01.04.2019	4.80			
EIE INSTRUMENTS PVT LTD	ELECTRONIC WEIGHING MACHINE,CAP.:1TONNE	01.04.2019	0.22			
USHA INSTRUMENTS & CHEMICALS	HUMIDITY CHAMBER	01.04.2019	0.68			
WEIGH TRACK	supply of 50 te road weigh bridge	01.04.2019	2.28			
IR TECHNOLOGY SERVICES PVT LTD	ALLOY ANALYZER COMP ASSY	01.04.2019	1.59			
WEIGH TRACK	Supply, Installation, Commissioning of 100 Te fully electronic, pit less type road weigh bridge	01.04.2019	8.42			
WEIGH TRACK	Erection, Installation, Stamping and Commissioning of 50 Te fully	01.04.2019	2.80			
GODREJ & BOYCE MFG CO LTD	CHAIR:GODREJ:REGENCY HIGH BACK:STD	01.04.2019	0.04			
GODREJ & BOYCE MFG CO LTD	CHAIR:GODREJ:HALO:VERY H-BACK:FU9200:STD	01.04.2019	0.03			
PANKARI BARWADIH ADHYOGIC	WOODEN COT 78"X36"(SINGLE)	01.04.2019	0.04			
GODREJ & BOYCE MFG CO LTD	TABLE:GODREJ:JEFFERSON MAIN DESK RHS:STD	01.04.2019	0.27			
REPROGRAPHICS INDIA	SCANNER: A0, 1201-2400DPI, SPD: <10Sec	01.04.2019	0.36			
APEX CORPORATION INDIA PVT LTD	PHOTOCOPIER MACHINE - 40CPM	01.04.2019	0.10			
BLUEWING TECHNOLOGIES	CCTV SYSTEM HARDWARES & ACCESSORIES	01.04.2019	0.63			
FORTUNA IMPEX PVT.LTD.	Biometric Controller	01.04.2019	0.13			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
SIGMA E SOLUTION	PLOTTER: COLOUR, 37-44", SIZE: A0, 2400X1200	01.04.2019	0.49			
MAB ELV SYSTEMS PVT LTD	CCTV SYSTEM HARDWARES & ACCESSORIES	01.04.2019	0.57			
DELTA PURE TECHNOLOGIES INDIA	WATER PURIFIER-ELE:R.O SYSTEM - 500LPH	01.04.2019	0.17			
XEROX INDIA LTD	PHOTOCOPIER MACHINE - 18CPM	01.04.2019	0.11			
COMPUTER SYSTEM & SERVICES	A4 SIZE COLOUR SCANNER	01.04.2019	0.04			
M/S S2E COMMUNICATIONS	CCTV SYSTEM HARDWARES & ACCESSORIES	01.04.2019	1.42			
MAB ELV SYSTEMS PVT LTD	GSM BOOSTER - STANDARD	01.04.2019	0.49			
Radio Vision	1.5 TON: INVERTER AIR CONDITIONER (SPLIT)	01.04.2019	0.82			
Graphline Computers (P) Ltd	LASERJET PRINTER- A4, COLOR, PRINT ONLY	01.04.2019	0.05			
SIGMA E SOLUTION	LASERJET PRINTER WITH MULTIFUNCTION	01.04.2019	0.21			
SIGMA E SOLUTION	SCANNER - SIZE: A3, 600-1200 DPI, ADF	01.04.2019	0.54			
HUE SERVICE PVT LTD	DESKTOP PC: CORE-I5 VPRO WIN, 8GB	01.04.2019	1.11			
HITACHI SYSTEMS MICRO CLINIC	SERVER - INTEL XEON, DUAL CPU, WITH OS	01.04.2019	0.37			
CORPORATE INFOTECH PVT LTD	DESKTOP PC: CORE-I5, ALL IN ONE, 8GB	01.04.2019	3.30			
BLUEWING TECHNOLOGIES	24 port switch Managed	01.04.2019	0.80			
CHANDRA COMPUTER	DESKTOP PC: CORE-I5, WINDOW OS, 3.1-4.0GHZ	01.04.2019	0.69			

Party	Asset / Work	Year of actual capitalizat ion	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
AKSHAYPATRA EQUIPMENTS PVT LTD	Installation, Testing & commissioning of 10 nos Trolley mounted	01.04.2019	0.06			
PROCORP ENERTECH PVT LTD	Procurement of 12 KW Solar Photo Voltaic Panel Module with battery bank	01.04.2019	3.66			
PROCORP ENERTECH PVT LTD	Installation, testing and commissioning of 12 KW Solar Photo Voltaic Panel Module with battery bank complete to be mounted on roof of the site office.	01.04.2019	3.21			
R K INDUSTRIES (UNIT OF COSMOS	Supply and installation of High mast lighting system.	01.04.2019	0.67			
R K INDUSTRIES (UNIT OF COSMOS	Erection and Commissioning of 25 meter High mast(05 nos) with LED lighting system for CHP & Langatu site office.	01.04.2019	0.78			
ELMECH ENGINEERS	DG SET:62.5KVA	01.04.2019	1.33			
CHANDRA COMPUTER	2KVA ONLINE UPS WITH SMF BATTERIES	01.04.2019	0.01			
ELECTRO MECHNICO PROJECTS PVT LTD	SUB-STATION:500KVA 33/0.415KV +HT/LT S/G	01.04.2019	1.88			
R K INDUSTRIES (UNIT OF COSMOS	Supply of HM with LED lighting system	01.04.2019	3.51			
Aplab Ltd	10 KVA ON-LINE UPS (IGBT BASED) WITH SMF	01.04.2019	0.70			
ASTRA COMMUNICATION	WALKIE TALKIE WITH BATTERY	01.04.2019	0.05			
M/S S2E COMMUNICATIONS	IP & UC Ready Communication System	01.04.2019	2.30			
HUE SERVICE PVT LTD	Wireless PTP radio	01.04.2019	1.77			
ENKAY ENTERPRISES	SOIL TEST EQPT:COMP TEST-1000KN	01.04.2019	0.25			
KUNTI POWER PVT LTD	Procurement of Energy Meters	01.04.2019	0.03			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
Stentorien	Procurement of Lead Acid Batteries	01.04.2019	0.22			
WIDSONS SCIENTIFIC WORKS	Procurement of Coal lab Equipment for PBCMP.	01.04.2019	0.39			
USHA INSTRUMENTS&CHEMICALS	Procurement of Coal lab Equipment for PBCMP.	01.04.2019	0.09			
EIE INSTRUMENTS PVT LTD	Procurement of Coal lab Equipment for PBCMP.	01.04.2019	0.36			
Amalgamated Biotech	Procurement of Coal lab Equipment for PBCMP.	01.04.2019	0.02			
EASTERN TRADE AGENCY	Procurement of 33 KV Lightning Arrester	01.04.2019	0.06			
KAMAL TRADERS	Procurement of LED Lamp, Flood Lighting & Luminaire	01.04.2019	0.52			
SUNIL TRADING CO	Procurement of Pipes, Pipe Fittings & Valves	01.04.2019	1.44			
MD SAZAD ALAM	Providing Basis Computer Training Program for 60 wards of PBCMP	01.04.2019	0.04			
EPSON INDIA PVT LTD	Procurement and installation of overhead Projectors.	01.04.2019	0.30			
PYROTECH ELECTRONICS PVT. LTD.	Procurement of 95 watt LED street Light fitting system.	01.04.2019	0.45			
TULSYAN ENTERPRISES	Procurement of Room Heater	01.04.2019	0.02			
KUMAR ASSOCIATES	Amendment for time extension for Cutting, Felling, Stacking, Logging	01.04.2019	0.37			
DAYA SHANKAR SRIVASTAVA	Preparation of wildlife Biodiversity Conservation Plan	01.04.2019	2.43			
Swayin Engineering Associates	Geotechnical investigations near by NTPC coal mining projects	01.04.2019	0.06			
BHU VISHAPT SHARMIK SWAWALAMBI	Cutting,felling,stacking logging and transportation of trees in the	01.04.2019	0.01			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
NBCC (INDIA) LIMITED	PMC Fee for R&R Colony	01.04.2019	146.74			
S S SOLUTION	DGPS survey of Pakri Barwadih A Open Cast Coal Project.	01.04.2019	2.01			
Asian Institute	Comprehensive socio economic survey(SESS)/SIA for PB'A' area.	01.04.2019	4.58			
CELMECH ENTERPRISE	Arrangement of power supply system at Langatu(PBCMP)comprising 33 KV	01.04.2019	2.00			
VANACHAL SHARMIK SWAMLAMBI SAHKARI	Construction of Temporary Shed for SISF duty post at Banadag Railway	01.04.2019	0.13			
GRAM VIKASH SRAMIK SWAWLAMBI	Construction of partition wall at Banadag Railway Siding.	01.04.2019	0.02			
Shashi Kumar Singh	Hiring of Mahindra Scorpio S4 vehicle	01.04.2019	1.61			
S K MISHRA & SONS	Construction of boundary wall all around the periphery of R&R	01.04.2019	14.62			
VANACHAL SHARMIK SWAMLAMBI SAHKARI	Construction of two rooms at Banadag Railway Siding.	01.04.2019	0.65			
BHU VISHTHAPT SEWA PARIWAHAN	Construction of Boundary wall in between Dump and Houses at the outer	01.04.2019	0.55			
MAA ANNAPURNA PARIVAHAN SWAWLAMBI	Renovation of existing old road from 13 mile of Pakri Barwadih to TP-5	01.04.2019	1.03			
PANKARI BARWADIH ADHYOGIC	Renovation of existing old road from 13 mile of Pakri Barwadih to TP-5	01.04.2019	0.97			
SANJAY KUMAR	Construction of Boundary wall of Banadag Railway Siding of PBCMP	01.04.2019	13.44			
MD.FIROZ ALAM	Construction of 02 nos. Under pass at Road Cross for cattle and light Vehicle at Chepakala, Hazaribag	01.04.2019	0.49			
PRAVIN KUMAR	Construction of security building at Banadag Railway Siding	01.04.2019	8.58			

Party	Asset / Work	Year of actual capitalization	Liability as on CoD, 01.04.2019	Discharges*	Reversal*	Net Liability at end of each year*
VANACHAL SHARMIK SWAMLAMBI SAHKARI	Construction of Watch Towers & other miscellaneous Works at	01.04.2019	8.48			
Garuda Advertising Private Limited	Payment towards to publication of Land Acquisition Dept.	01.04.2019	1.78			
Garuda Advertising Private Limited	Payment towards to general Notice of CBA Land Compension	01.04.2019	7.96			
MBO Assets Provisions	MBOPROVISION	01.04.2019	1.12			
DEVELOPMENT OF COAL MINING	MINING PROPERTY	01.04.2019	32527.57			
Land	Freehold Land	01.04.2019	6504.90			
Land	Lease Hold Land	01.04.2019	24675.92			
	Total		64078.63			
* Shall be submitted at the time of truing up.						
						 (Petitioner)



भारत का राजपत्र The Gazette of India

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असाधारण
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भाग III—खण्ड 4
PART III—Section 4

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नई दिल्ली, 19 फरवरी, 2021

.—केन्द्रीय विद्युत विनियामक आयोग, विद्युत अधिनियम, 2003 (2003 का 36) की धारा 178 की उपधारा (2) के खंड (घ) के अधीन प्रदत्त शक्तियों तथा इस निमित्त सामर्थ्यकारी सभी अन्य शक्तियों का प्रयोग करते हुए तथा पूर्व प्रकाशन के पश्चात्, केन्द्रीय विद्युत विनियामक आयोग (टैरिफ के निबंधन तथा शर्तों) विनियम, 2019 (जिसे इसके पश्चात् 'मूल विनियम' कहा गया है) का संशोधन करने के लिए निम्नलिखित विनियम बनाता है, अर्थात्:-

1. (1) इन विनियमों का संक्षिप्त नाम केन्द्रीय विद्युत विनियामक आयोग (टैरिफ के निबंधन तथा शर्तों) (द्वितीय संशोधन) विनियम, 2021 है।
(2) ये विनियम राजपत्र में अधिसूचना की तारीख से प्रवृत्त होंगे।
(3) ये विनियम मूल विनियम के विनियम 6 और विनियम 59 के संशोधन के सिवाय, जो राजपत्र में इन विनियमों की अधिसूचना की तारीख से प्रवृत्त होंगे, दिनांक 1.4.2019 से 31.3.2024 तक की पांच वर्षों की टैरिफ अवधि के लिए लागू होंगे।

2.

2.1 मूल विनियम के विनियम 2 के खंड (1) के बाद, नया खंड (1क) निम्नानुसार जोड़ा जाएगा:

"(1क) ये विनियम उन सभी मामलों में लागू होंगे जहाँ उत्पादन कंपनी के एक या अधिक विनिर्दिष्ट अंतिम उपयोग उत्पादन केन्द्रों, जिनका टैरिफ अधिनियम की धारा 79 के साथ पठित धारा 62 के अधीन आयोग द्वारा अवधारित किया जाना है,

के लिए उत्पादन कंपनी में उसे आबंटित एकीकृत खदान (खदानों) से कोयले या लिग्नाइट की आपूर्ति के लिए व्यवस्था है।"

3.

मूल विनियम के विनियम 3 के खंड (4) के बाद, एक नया खंड, अर्थात्, खंड (4क) निम्नानुसार जोड़ा जाएगा:

"(4क) एकीकृत खदान (खदानों) के संबंध में, ' ' या ' ' से खनन योजना में यथा विनिर्दिष्ट ऐसी एकीकृत खदान (खदानों) से वर्ष के दौरान निकाले जाने वाले कोयले या लिग्नाइट की मात्रा अभिप्रेत है:

परंतु यह कि यदि कोयला या लिग्नाइट की एकीकृत खदान, खनन योजना के अनुसार कोयला या लिग्नाइट की आपूर्ति के लिए तैयार हैं परंतु ऐसे कारणों से रोकी गई है जो उत्पादनकारी कंपनी से संबंधित नहीं हैं, आयोग खनन योजना में यथा विनिर्दिष्ट वर्ष के दौरान कोयला या लिग्नाइट की निकाले जाने वाली मात्रा के 15 प्रतिशत तक के अधिकतम तक वार्षिक लक्ष्य मात्रा में छूट दे सकता है।"

3.2 मूल विनियम के विनियम 3 के खंड (5) में, प्रथम परंतुक में "एकीकृत कोयला खदान" शब्दों के स्थान पर, "एकीकृत खदान (खदानों)" शब्द रखे जाएंगे;

3.3 मूल विनियम के विनियम 3 के खंड (9) के स्थान पर, निम्नलिखित रखा जाएगा:

"(9) ' ' से, यथास्थिति, उत्पादन स्टेशन या पारेषण प्रणाली के संबंध में इस विनियम के विनियम 19 और एकीकृत खदान (खदानों) के संबंध में इस विनियम के विनियम 36घ में यथा अवधारित पूंजी लागत अभिप्रेत है।"

3.4 मूल विनियम के विनियम 3 के खंड (14) में, "पश्चात्" शब्द के बाद ", सिवाय एकीकृत खदान (खदानों) के," शब्द जोड़े जाएंगे।

3.5 मूल विनियम के विनियम 3 के खंड (15) के स्थान पर, निम्नलिखित रखा जाएगा:

"(15) किसी थर्मल उत्पादन स्टेशन या हाइड्रो उत्पादन स्टेशन या पारेषण प्रणाली या संचार प्रणाली के संबंध में, ' ' या ' ' का वही अर्थ होगा जैसा कि समय-समय पर यथा संशोधित ग्रिड कोड में परिभाषित है:

परंतु यह कि एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख का वही अर्थ होगा जो कि इस विनियम के विनियम 5 में यथा विनिर्दिष्ट है;"

3.6 मूल विनियम के विनियम 3 के खंड (15क) के बाद, एक नया खंड, अर्थात् खंड (15ख) निम्नानुसार जोड़ा जाएगा:

" एकीकृत खदान (खदानों) के संबंध में, ' ' से उत्पादन कंपनी द्वारा यथा घोषित यथास्थिति, कोयला या लिग्नाइट, को स्पर्श करने की तारीख अभिप्रेत है;"

3.7 मूल विनियम के विनियम 3 के खंड (20क) के बाद, एक नया खंड, अर्थात् खंड (20ख) निम्नानुसार जोड़ा जाएगा:

" ' ' से कोयला नियंत्रक, कोयला मंत्रालय, भारत सरकार द्वारा जारी दिशानिर्देशों के अनुसार एकीकृत खदान (खदानों) के खदान समापन व्यय के जमा और बनाए रखा गया खाता अभिप्रेत है;"

3.8 मूल विनियम के विनियम 3 के खंड (21) के स्थान पर, निम्नलिखित रखा जाएगा:

" ' ' से वह उत्पादन केन्द्र और पारेषण प्रणाली अभिप्रेत है जिसे वाणिज्यिक प्रचालन के अधीन दिनांक 1.4.2019 के पहले की तारीख को घोषित किया गया है;"

3.9 मूल विनियम के विनियम 3 के खंड (36) में, प्रथम लाइन में "लिग्नाइट की कीमत" शब्द के स्थान पर "लिग्नाइट की कीमत (विद्यमान लिग्नाइट खदानों के संबंध में लिग्नाइट की अंतरण कीमत सहित)" शब्द रखे जाएंगे।

3.10 मूल विनियम के विनियम 3 के खंड (40) के प्रथम परंतुक के बाद, दो नए परंतुक निम्नानुसार जोड़े जाएंगे:

"परंतु यह और कि एकीकृत खदान (खदानों) के संबंध में, वित्त पोषण और कार्यान्वयन के लिए समय-सीमा को निवेश अनुमोदन में पृथक और स्पष्ट रूप से उपदर्शित किया जाएगा:

परंतु यह और कि जहां निवेश अनुमोदन में उत्पादन केन्द्र और एकीकृत खदान (खदानों) दोनों सम्मिलित हैं, वहां एकीकृत खदान (खदानों) के लिए वित्त पोषण और कार्यान्वयन के लिए समय सीमा को तय किया जाएगा और उन्हें निवेश अनुमोदन में पृथक रूप से और स्पष्ट रूप से उपदर्शित किया जाएगा।"

3.11 मूल विनियम के विनियम 3 के खंड (41) के बाद, नया खंड, अर्थात् खंड (41क) निम्नानुसार जोड़ा जाएगा:

"(41क) एकीकृत खदान (खदानों) के संबंध में, ' ' से रेल के साइडिंग या साइलो या कोयला हैंडलिंग संयंत्र या वाहक पट्टी जैसी अन्य व्यवस्था की अवस्थिति अभिप्रेत है, जो भी यथास्थिति, कोयला या लिग्नाइट के प्रेषण के लिए खदान के निकटतम हो;"

3.12 मूल विनियम के विनियम 3 के खंड (43) के बाद, दो नए खंड, अर्थात् खंड (43क) और खंड (43ख) निम्नानुसार जोड़े जाएंगे:

"(43क) ' ' में एकीकृत खदान (खदानों) की आस्तियाँ शामिल होंगी जैसे कि खनन प्रचालनों के लिए प्रयुक्त मूर्त परिसंपत्तियाँ, सिविल कार्य, कार्यशालाएं, अचल विनिंग उपकरण, नींव, बांध, फुटपाथ, विद्युत प्रणालियाँ, संचार प्रणालियाँ, राहत केंद्र, स्थल प्रशासनिक कार्यालय, अचल संस्थापनाएं, हैंडलिंग व्यवस्थाएं, क्रशिंग और कन्वेइंग प्रणालियाँ, रेलवे साइडिंग, पिट्स, शापट्स, इन्क्लाइंस, भूमिगत परिवहन प्रणालियाँ, हॉलिंग प्रणालियाँ (चल उपकरण को छोड़कर जब तक कि वह उसके स्थायी लाभकारी उपयोग के लिए भूमि में अंतःस्थापित न हो), वनरोपण के लिए सीमांकित भूमि और संगत कानून के अधीन खनन प्रचालनों से प्रभावित व्यक्तियों के पुनर्वास और पुनर्स्थापन के लिए भूमि;

(43ख) एकीकृत खदान (खदानों) के संबंध में, ' ' या ' ' से, समय-समय पर यथा संशोधित, खनिज रियायत नियम, 1960 के उपबंधों के अनुसार तैयार की गई और यथास्थिति, केन्द्रीय सरकार या राज्य सरकार, द्वारा खदान और खनिज (विकास और पुनर्वास) अधिनियम, 1957 की धारा 5 की उपधारा (2) के खंड (ख) के अधीन अनुमोदित की गई योजना अभिप्रेत है;"

3.13 मूल विनियम के विनियम 3 के खंड (45) के अंत में, अर्द्ध विराम (;) के स्थान पर विवरण चिन्ह (:) रखा जाएगा और उक्त खंड के अधीन एक परंतुक निम्नानुसार जोड़ा जाएगा:

"परंतु यह कि एकीकृत खदान (खदानों) के लिए, प्रचालन एवं रखरखाव व्यय में, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक, यदि कोई हो, को प्रदत्त खनन प्रभार को और खदान समापन व्यय को शामिल नहीं किया जाएगा।"

3.14 मूल विनियम के विनियम 3 के खंड (46) के बाद, नया खंड, अर्थात्, खंड (46क) को निम्नानुसार जोड़ा जाएगा:

"(46क) एकीकृत खदान (खदानों) के संबंध में ' ' से खनन योजना में यथा विनिर्दिष्ट खदान की पीक दर क्षमता अभिप्रेत है;"

3.15 मूल विनियम के विनियम 3 के खंड (73) के उप-खंड (छ) के बाद, नया उप-खंड, अर्थात् (ज) को निम्नानुसार जोड़ा जाएगा:

"(ज) एकीकृत खदान (खदानों) खनन योजना के अनुसार"

4.

4.1 मूल विनियम के विनियम 4 के खंड (4) के बाद, नया खंड, अर्थात् खंड (4क) को निम्नानुसार जोड़ा जाएगा:

"(4क) एकीकृत खदान (खदानों) के संबंध में, " " से कोयला या लिग्नाइट का मीट्रिक टन अभिप्रेत है;"

4.2 मूल विनियम के विनियम 4 के खंड (5) के स्थान पर, निम्नलिखित रखा जाएगा:

"(5) ' ' से 1 अप्रैल को आरंभ और 31 मार्च को समाप्त वित्तीय वर्ष अभिप्रेत है:

परंतु यह कि नई परियोजना या एकीकृत खदान (खदानों) के मामले में प्रथम वर्ष, वाणिज्यिक प्रचालन की तारीख से आरंभ होगा और 31 मार्च के तुरंत बाद समाप्त होगा।"

5.

5.1 मूल विनियम के विनियम 5 के खंड (2) के बाद, नया खंड, अर्थात्, खंड (3) निम्नानुसार जोड़ा जाएगा:

"(3) एकीकृत खदान (खदानों) के मामले में, वाणिज्यिक प्रचालन की तारीख से निम्नलिखित का शीघ्रतम अभिप्रेत होगा -

(क) उस वर्ष, जिसमें खनन योजना के अनुसार पीक दर क्षमता का 25% हासिल किया गया है, के उत्तरवर्ती वर्ष की प्रथम तारीख; या

(ख) उस वर्ष, जिसमें इस विनियम के विनियम 7क के अनुसार उत्पादन का अनुमानित मूल्य, उस वर्ष में कुल व्यय से अधिक हो, के अनुवर्ती वर्ष की प्रथम तारीख; या

(ग) उत्पादन के आरंभ की तारीख से दो वर्षों की तारीख:

परंतु यह कि इस विनियम के खंड (3) के उपखंड (क) से उपखंड (ग) के अधीन किसी भी घटना के शीघ्रतम घटित होने पर उत्पादन कंपनी, अंतिम उपयोगकर्ता या संबंधित उत्पादन केन्द्र (केन्द्रों) के फ़ायदाग्राहियों को एक सप्ताह पूर्व सूचना के साथ सुसंगत उपखंड के अधीन एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख घोषित करेगी:

परंतु यह और कि यदि एकीकृत खदान (खदानें) वाणिज्यिक प्रचालन के लिए तैयार हैं किन्तु उसे ऐसे कारणों से वाणिज्यिक प्रचालन की तारीख की घोषणा करने से रोका गया है जो उत्पादन कंपनी या इसके आपूर्तिकर्ता या संविदाकारों या खदान विकासकर्ता और प्रचालक से संबंधित नहीं हैं, तो आयोग उत्पादन कंपनी द्वारा किए गए आवेदन पर इस विनियम के खंड (3) के किसी भी उपखंड के अधीन उन संगत कारणों पर विचार करते हुए जिन्होंने वाणिज्यिक प्रचालन की तारीख की घोषणा को रोका है, वाणिज्यिक प्रचालन की तारीख के रूप में ऐसी कोई भी तारीख अनुमोदित कर सकता है जो भी समुचित समझी जाए:

परंतु यह भी कि पूर्ववर्ती परंतुक के अधीन वाणिज्यिक प्रचालन की तारीख का अनुमोदन मांगने वाली उत्पादन कंपनी, वाणिज्यिक प्रचालन की तारीख के संबंध में, एकीकृत खदान (खदानों) के अंतिम उपयोगकर्ता या संबंधित उत्पादन केन्द्र (केन्द्रों) के फ़ायदाग्राहियों को एक मास का पूर्व नोटिस देगी।"

6.

6.1 मूल विनियम के विनियम 6 को हटा दिया जाएगा।

7.

7.1 मूल विनियम के विनियम 7 के बाद, एक नया विनियम, अर्थात् क निम्नानुसार जोड़ा जाएगा:

"

एकीकृत खदान (खदानों) से कोयले या लिग्नाइट की आपूर्ति के लिए इनपुट मूल्य, उनके वाणिज्यिक प्रचालन की तारीख से पूर्व निम्नानुसार होगा:

- (क) कोयले की दशा में, विनिवेश अनुमोदन में उपलब्ध अनुमानित मूल्य, या विद्युत क्षेत्र को आपूर्तित कोयले की तत्स्थानी श्रेणी के लिए कोल इंडिया लिमिटेड का अधिसूचित मूल्य, जो भी कम हो; और
- (ख) लिग्नाइट की दशा में, विनिवेश अनुमोदन में उपलब्ध अनुमानित मूल्य, या लिग्नाइट के अंतरण मूल्य के लिए आयोग द्वारा यथा अवधारित अंतिम उपलब्ध पूल किया गया लिग्नाइट मूल्य, जो भी कम हो:

परंतु यह कि एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख से पूर्व कोयले या लिग्नाइट की आपूर्ति से अर्जित कोई राजस्व, उक्त एकीकृत खदान (खदानों) की पूंजी लागत के समायोजन में प्रयुक्त किया जाएगा।"

8.

8.1 मूल विनियम के विनियम 9 के खंड (4) के अंत में, पूर्ण विराम (।) के स्थान पर उप विराम (:) रखा जाएगा और उक्त खंड के बाद, एक परंतुक निम्नानुसार जोड़ा जाएगा:

"परंतु यह कि एकीकृत खदान (खदानों) सहित उत्पादन कंपनी, एकीकृत खदान (खदानों) से कोयले या लिग्नाइट के इनपुट मूल्य के अवधारण के लिए, एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख या इस विनियम की अधिसूचना की तारीख, जो भी बाद में हो, से 60 दिनों के भीतर याचिका दायर करेगी और इस विनियम के अनुसार संबंधित उत्पादन केन्द्र (केन्द्रों) के टैरिफ के अवधारण या पुनरीक्षण की मांग भी कर सकती है।"

9.

9.1 मूल विनियम के विनियम 10 के खंड (1) के बाद, नया खंड, अर्थात् खंड (1क) निम्नानुसार जोड़ा जाएगा:

"(1क) एकीकृत खदान (खदानों) वाली उत्पादन कंपनी, एकीकृत खदान (खदानों) से कोयले या लिग्नाइट के इनपुट मूल्य के अवधारण के लिए इस विनियम के **IV** के अनुसार आयोग के समक्ष, हो चुके व्यय और होने वाले अनुमानित व्यय के विवरणों, जो कि संपरीक्षक द्वारा विधिवत् प्रमाणित: हैं, सहित याचिका दायर करेगी।"

10.

10.1 मूल विनियम के विनियम 11 के खंड (1) के बाद, नया खंड, अर्थात् खंड (2) निम्नानुसार जोड़ा जाएगा:

"(2) कानून प्रक्रिया में बदलाव या अप्रत्याशित घटना के लिए, एकीकृत खदान (खदानों) में कोई अतिरिक्त पूंजीकरण करने वाली उत्पादक कंपनी, फायदाग्राहियों को सूचित करने के बाद, ऐसे व्यय के लिए निहित पूर्वधारणाओं, अनुमानों और स्पष्टीकरण के साथ, ऐसे व्यय के लिए सिद्धांततः अनुमोदन हेतु याचिका दायर कर सकती है, यदि अनुमानित व्यय एकीकृत खदान (खदानों) की स्वीकृत पूंजी लागत के 10% या 100 करोड़ रुपये, जो भी कम हो, से अधिक होता है।"

11.

11.1 मूल विनियम के विनियम 13 के खंड (1) के बाद, नया खंड, अर्थात् खंड (1क) निम्नानुसार जोड़ा जाएगा:

"(1क) टैरिफ अवधि 2019-24 के लिए उत्पादन केन्द्र (केन्द्रों) की एकीकृत खदान (खदानों) से कोयले या लिग्नाइट का इनपुट मूल्य, निम्नलिखित के लिए द्रु अप किया जाएगा:

- (क) दिनांक 31.3.2024 तक अतिरिक्त पूंजी व्यय सहित आयोग द्वारा यथा स्वीकृत पूंजी व्यय;
- (ख) अप्रत्याशित घटना और कानून में परिवर्तन के कारण 31.3.2024 तक अतिरिक्त पूंजी व्यय सहित आयोग द्वारा यथा स्वीकृत पूंजी व्यय;
- (ग) विनियम 36अ के उपबंधों के अनुसार, प्रचालन एवं रखरखाव व्यय।"

11.2 मूल विनियम के विनियम 13 के खंड (4) के बाद नया खंड, अर्थात् खंड (4क) निम्नानुसार जोड़ा जाएगा:

"(4क) द्रुअंग अप के बाद, यदि पहले से वसूल किया गया इनपुट मूल्य, इस विनियम के अधीन आयोग द्वारा अनुमोदित इनपुट मूल्य से अधिक होता है या कम होता है, तो छह समान मासिक किस्तों में टैरिफ अवधि के संबंधित वर्षों की 1 अप्रैल को बैंक दर के समान दर पर साधारण ब्याज सहित यथास्थिति, अधिक वसूल की गई या कम वसूल की गई राशि, उत्पादन कंपनी द्वारा लौटाई जाएगी या वसूल की जाएगी:

परंतु यह कि उत्पादन कंपनी, अनुसूचित ऊर्जा के आधार पर ऐसी अधिक राशि फायदाग्राहियों को वापस करेगी या कम राशि को उनसे वसूल करेगी।"

12.

12.1 मूल विनियम के विनियम 16 के दूसरे परंतुक के बाद नया परंतुक निम्नानुसार जोड़ा जाएगा:

"परंतु यह भी कि एकीकृत खदान (खदानों) से कोयले या लिग्नाइट की आपूर्ति की दशा में, प्राथमिक ईंधन की अवधारित लागत, इस विनियम के अनुसार यथा आकलित यथास्थिति, कोयले या लिग्नाइट, के इनपुट मूल्य पर आधारित होगी।"

13.

13.1 मूल विनियम के विनियम 22 में, "परियोजना" शब्द के स्थान पर "नई परियोजनाओं" शब्द रखे जाएंगे।

14.

14.1 मूल विनियम के अध्याय-9 के शीर्षक में "की गणना" शब्द के स्थान पर "का अवधारण" शब्द रखे जाएंगे।

15.

15.1 मूल विनियम के विनियम 36 के खंड(1) में, "की गणना आयोग द्वारा अलग से अधिसूचित किए जाने वाले अधिनियमों के अनुसार की जाए" शब्दों के स्थान पर, "का अवधारण इस विनियम के अनुसार किया जाए"।

15.2 मूल विनियम के विनियम 36 के खंड (2) और (3) के स्थान पर, निम्नलिखित रखा जाएगा:

"(2) उत्पादन कंपनी, एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख के बाद से लेकर इस विनियम के अधीन आयोग द्वारा कोयले के इनपुट मूल्य के अवधारण तक, उत्पादन केन्द्र के लिए कोयले के इनपुट मूल्य के रूप में एकीकृत खदान (खदानों) से कोयले की श्रेणी के अनुरूप कोल इंडिया लिमिटेड के अधिसूचित मूल्य या निवेश अनुमोदन में उपलब्ध अनुमानित मूल्य, जो भी कम हो, को अपनाएगी:

परंतु यह कि बिल किए गए कोयले की मात्रा के लिए, इस विनियम के अधीन अवधारित कोयले के इनपुट मूल्य और इस अवधारण से पूर्व यथा अंगीकार किए गए कोयले के इनपुट मूल्य के बीच के अंतर को, इस विनियम के खंड (4) के अनुसार समायोजित किया जाएगा।

(3) उत्पादन कंपनी, एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख के बाद से लेकर इस विनियम के अधीन आयोग द्वारा लिग्नाइट के इनपुट मूल्य के अवधारण तक, लिग्नाइट के अंतरण मूल्य या निवेश अनुमोदन में उपलब्ध अनुमानित मूल्य, जो भी कम हो, के लिए आयोग द्वारा यथा अवधारित अंतिम

उपलब्ध पूल किया गया लिग्नाइट मूल्य पर उत्पादनकारी केन्द्र के लिए लिग्नाइट का इनपुट मूल्य निर्धारित करेगी:

परंतु यह कि बिल किए गए लिग्नाइट की मात्रा के लिए, इस विनियम के अधीन अवधारित लिग्नाइट के इनपुट मूल्य और इस अवधारण से पूर्व यथा निर्धारित लिग्नाइट के इनपुट मूल्य के बीच के अंतर को, इस विनियम के खंड (4) के अनुसार समायोजित किया जाएगा।"

15.3 मूल विनियम के विनियम 36 के खंड (3) के बाद नया खंड, अर्थात् खंड (4) निम्नानुसार जोड़ा जाएगा:

"(4) इस विनियम के खंड (2) या खंड (3) के अधीन इनपुट मूल्य की अधिकता या कम वसूली की दशा में, उत्पादन कंपनी छह समान मासिक किस्तों में टैरिफ अवधि के संबंधित वर्षों के 1 अप्रैल को प्रचलित बैंक दर के बराबर ब्याज की साधारण दर पर अधिक या कम राशि को यथास्थिति, वापस या वसूल, करेगी।"

16.1 मूल विनियम के विनियम 36 के बाद, निम्नलिखित विनियम (36क से 36त) निम्नानुसार जोड़े जाएंगे:

" (1) एकीकृत खदान (खदानों) से कोयले या लिग्नाइट का इनपुट मूल्य निम्नलिखित अल्पघटकों के आधार पर अवधारित किया जाएगा:

I) खदान की प्रचालन लागत (आरओएम); और

II) अतिरिक्त प्रभार;

क. क्रशिंग प्रभार;

ख. वाशरी सीमा तक यथास्थिति, खदान के भीतर या एकीकृत खदान से, संबद्ध कोयला हैंडलिंग प्लांट, तक परिवहन प्रभार;

ग. खदान की सीमा पर हैंडलिंग प्रभार;

घ. वाशिंग प्रभार; और

ङ. यथास्थिति, वाशरी सीमा या कोयला हैंडलिंग प्लांट, से आगे और लदाई बिंदु तक परिवहन प्रभार:

परंतु यह कि एकीकृत खदान (खदानों) की दशा में, खनन गतिविधियों के क्षेत्र और प्रकृति के आधार पर अतिरिक्त प्रभारों के एक या एक से अधिक अल्प घटक लागू हो सकते हैं:

परंतु यह और कि लिग्नाइट के इनपुट मूल्य की संगणना, बकेट एक्सकेवेटर कनवेयर या बेल्ट-स्क्रैडर या इसके संयोजन जैसी प्रौद्योगिकी पर आधारित खदान के प्रचालन (आरओएम) और हैंडलिंग प्रभारों, यदि कोई हो, के आधार पर जाएगी।

(2) यथा लागू सांविधिक प्रभारों की अनुमति होगी।

: (1) कोयला खदान (विशेष उपबंध) अधिनियम, 2015 के अधीन नीलामी के माध्यम से आबंटित एकीकृत खदान (खदानों) की दशा में, खदान की लागत को निम्नानुसार आकलित किया जाएगा:

$$\text{आरओएम लागत} = (\text{कोयले का उद्धृत मूल्य}) + (\text{नियत रिजर्व मूल्य})$$

जहाँ,

(i) संबंधित कोयला ब्लॉक या खदान के मामले में कोयले का उद्धृत मूल्य, कोयला खदान विकास और उत्पादन करार में यथा उपबंधित, पश्चात्पूर्वी वृद्धि के साथ, यदि कोई हो, कोयले का अंतिम मूल्य प्रस्ताव है:

परंतु यह कि नीलामी के दौरान उत्पादन कंपनी द्वारा उद्धृत अतिरिक्त प्रीमियम को, यदि कोई हो, खदान की प्रचालन लागत में नहीं माना जाएगा;

(ii) नियत रिजर्व मूल्य, कोयला खदान विकास और उत्पादन करार में यथा उपबंधित, पश्चात्पूर्वी वृद्धि के साथ, यदि कोई हो, नियत रिजर्व मूल्य प्रति टन है; और

(iii) नीलामी के माध्यम से आबंटित एकीकृत खदान (खदानों) के मामले में, आरओएम लागत के प्रयोजन के लिए विनियम 36घ के अधीन पूंजी लागत और विनियम 36ङ के अधीन अतिरिक्त पूंजी व्यय को स्वीकृत नहीं किया जाएगा।

(2) कोयला खदान (विशेष उपबंध) अधिनियम, 2015 के अधीन आबंटन के माध्यम से आबंटित एकीकृत खदान के मामले में कोयले की खदान की प्रचालन लागत निम्नानुसार आकलित की जाएगी:

आरओएम लागत = [(वार्षिक निष्कर्षण लागत / एटीक्यू) + खनन प्रभार] + (नियत रिज़र्व कीमत)

जहाँ,

- (i) वार्षिक निष्कर्षण लागत, इस विनियम के विनियम 36च के अनुसार यथा संगणित कोयले की निष्कर्षण लागत है;
- (ii) खनन प्रभार, खनन के लिए, जहाँ भी लागू हो, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक को उत्पादन कंपनी द्वारा प्रदत्त कोयले का प्रति टन प्रभार है;
- (iii) नियत रिज़र्व मूल्य, कोयला खदान विकास और उत्पादन करार में यथा उपबंधित, पश्चात्वर्ती वृद्धि के साथ, यदि कोई हो, नियत रिज़र्व मूल्य प्रति टन है।

(3) लिग्नाइट के लिए एकीकृत खदान (खदानों) के मामले में, लिग्नाइट की खदान प्रचालन लागत निम्नानुसार आकलित की जाएगी:

आरओएम लागत = [(वार्षिक निष्कर्षण लागत / एटीक्यू) + (खनन प्रभार)]

जहाँ,

- (i) वार्षिक निष्कर्षण लागत, इस विनियम के विनियम 36च के अनुसार यथा संगणित कोयले की निष्कर्षण लागत है;
- (ii) खनन प्रभार, खनन के लिए, जहाँ भी लागू हो, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक को उत्पादन कंपनी द्वारा प्रदत्त लिग्नाइट का प्रति टन प्रभार है;

(4) उत्पादन कंपनी, वार्षिक आधार पर कोयले या लिग्नाइट के निष्कर्षण के लिए खनन योजना का पालन करेगी और कोयला नियंत्रक या सक्षम प्राधिकारी से इस आशय का प्रमाणपत्र प्रस्तुत करेगी:

परंतु यह कि खनन योजना से विचलन पर केवल तभी विचार किया जाएगा यदि ऐसे विचलन, कोयला नियंत्रक द्वारा अनुमोदित किए गए हैं या सक्षम प्राधिकारी द्वारा पुनरीक्षित खनन योजना अनुमोदित की गई है।

(5) कोयले और लिग्नाइट की खदान प्रचालन लागत रुपये प्रति टन के संदर्भ में आकलित की जाएगी।

(1) जहाँ उत्पादन कंपनी द्वारा क्रशिंग या परिवहन या हैंडलिंग या वाशिंग, किसी खदान विकासकर्ता और प्रचालक या खदान विकासकर्ता और प्रचालक के अलावा किसी ऐजेंसी को नियुक्त किए बिना किया जाता है, वहाँ अतिरिक्त प्रभारों का आकलन निम्नानुसार किया जाएगा:

- (i) क्रशिंग प्रभार = वार्षिक क्रशिंग लागत / मात्रा;
- (ii) परिवहन प्रभार = वार्षिक परिवहन लागत / मात्रा:

परंतु यह कि, यथा लागू, पृथक परिवहन प्रभारों को खदान से वाशरी सीमा या एकीकृत खदान (खदानों) से संबद्ध कोयला हैंडलिंग संयंत्र तक और वाशरी सीमा या

एकीकृत खदान (खदानों) से संबद्ध यथास्थिति, कोयला हैंडलिंग संयंत्र से आगे और लदाई बिंदु तक, माना जाएगा;

- (iii) हैंडलिंग प्रभार = वार्षिक हैंडलिंग लागत / मात्रा; और
- (iv) वाशिंग प्रभार = वार्षिक वाशिंग लागत / मात्रा।

जहाँ,

(क) वार्षिक क्रशिंग लागत, वार्षिक परिवहन लागत, वार्षिक हैंडलिंग लागत और वार्षिक वाशिंग लागत का आकलन निम्नलिखित अल्प घटकों के आधार पर किया जाएगा, जिसके लिए उत्पादन कंपनी द्वारा पूंजी लागत पृथक् रूप से जमा की जाएगी:

- (i) अवक्षयण;
- (ii) कार्यशील पूंजी पर ब्याज;
- (iii) ऋण पर ब्याज;
- (iv) इक्विटी पर रिटर्न;
- (v) प्रचालन और रखरखाव व्यय, खनन प्रभार को छोड़कर;
- (vi) सांविधिक प्रभार, यदि लागू हो।

(ख) मात्रा, कोयले या लिग्नाइट की टन में मात्रा जो कि संपरीक्षक द्वारा वर्ष के दौरान विधिवत रूप से सत्यापित, यथास्थिति, क्रश की गई या पहुँचाई गई या हँडल की गई या वाश की गई, होगी।

(2) जहाँ क्रशिंग, परिवहन, हँडलिंग या वाशिंग, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के दायरे के भीतर हैं, वहाँ किसी भी अतिरिक्त प्रभार को स्वीकृत नहीं किया जाएगा, चूंकि उन्हें खदान विकासकर्ता और प्रचालक के खनन प्रभार के माध्यम से वसूल किया जाएगा।

(3) जहाँ क्रशिंग, परिवहन, हँडलिंग या वाशिंग, उत्पादन कंपनी द्वारा खदान विकासकर्ता और प्रचालक के अलावा किसी एजेंसी को नियुक्त करके किया गया है, वहाँ ऐसी एजेंसियों के वार्षिक प्रभारों को प्रचालन और रखरखाव व्यय का हिस्सा माना जाएगा, परंतु यह कि इन प्रभारों को पारदर्शी प्रतिस्पर्धात्मक बोली प्रक्रिया के माध्यम से खोजा गया हो।

(4) कोल इंडिया लिमिटेड या समान रूप से स्थित कोयला खदानों के प्रभारों या किसी अन्य संदर्भित प्रभारों को ध्यान में रखते हुए, क्रशिंग प्रभारों, परिवहन प्रभारों, हँडलिंग प्रभारों और वाशिंग प्रभारों को आयोग द्वारा प्रज्ञावान जांच के बाद स्वीकृत किया जाएगा।

(5) क्रशिंग प्रभारों, परिवहन प्रभारों, हँडलिंग प्रभारों और वाशिंग प्रभारों को रुपये प्रति टन के अनुसार आकलित किया जाएगा।

(1) पूंजी लागत का आंकलन करने के लिए, वाणिज्यिक प्रचालन की तारीख तक एकीकृत खदान (खदानों) के विकास के लिए संपरीक्षक द्वारा विधिवत् प्रमाणित आईडीसी और आईईडीसी सहित व्यय पर विचार किया जाएगा।

(2) पूंजी व्यय को आयोग द्वारा प्रज्ञावान जांच के बाद स्वीकृत किया जाएगा।

(3) क्रशिंग, परिवहन, हँडलिंग, वाशिंग और खनन प्रचालनों के लिए आवश्यक अन्य खनन गतिविधियों के लिए बुनियादी ढांचे पर किए गए पूंजी व्यय का आकलन, इस विनियम के अनुसार पृथक् रूप से किया जाएगा:

परंतु यह कि जहाँ क्रशिंग, परिवहन, हँडलिंग या वाशिंग, उत्पादन कंपनी द्वारा किया गया है, वहाँ इन अल्प घटकों के बुनियादी ढांचे पर किए गए व्यय को पूंजीकृत किया जाएगा;

परंतु यह और कि जहाँ खदान का विकास और प्रचालन, उत्पादन कंपनी द्वारा खदान विकासकर्ता और प्रचालक या खदान विकासकर्ता और प्रचालक के अलावा किसी एजेंसी की नियुक्ति द्वारा क्रशिंग, परिवहन, हँडलिंग या वाशिंग के किसी घटक के साथ या बिना किया गया है, तो खदान विकासकर्ता और प्रचालक या ऐसी एजेंसी द्वारा किए गए पूंजी व्यय को उत्पादन कंपनी द्वारा पूंजीकृत नहीं किया जाएगा और उस पर इनपुट मूल्य के अवधारण के लिए विचार नहीं किया जाएगा।

(4) पूंजी व्यय का अवधारण खनन योजना, विस्तृत परियोजना रिपोर्ट, खदान समापन योजना, लागत लेखापरीक्षा रिपोर्ट और ऐसे अन्य विवरणों, जैसा भी आयोग द्वारा उपयुक्त समझा जाए, पर विचार करते हुए किया जाएगा परंतु जो इन तक सीमित नहीं होंगे।

(5) उस एकीकृत खदान (खदानों) के मामले में, जिसने 1.4.2019 से पूर्व वाणिज्यिक प्रचालन की तारीख घोषित की है, 31.3.2019 को समाप्त होने वाली अवधि के लिए आयोग द्वारा स्वीकृत पूंजी व्यय, इनपुट मूल्य की संगणना के लिए आधार होगा।

(1) एकीकृत खदान (खदानों) के संबंध में, वाणिज्यिक प्रचालन की तारीख के बाद और पीक दर क्षमता प्राप्त करने की तारीख तक किए गए या किए जाने वाले अनुमानित व्यय को, आयोग द्वारा प्रज्ञावान जांच के अध्यक्षीन स्वीकृत किया जाएगा और निम्नलिखित आधारों पर खनन योजना में यथा विनिर्दिष्ट वर्ष की वार्षिक लक्ष्य मात्रा या उस वर्ष में वास्तविक निष्कर्षण, जो भी अधिक हो, के अनुरूप अतिरिक्त पूंजी व्यय के रूप में टैरिफ अवधि के संबंधित वर्ष में पूंजीकृत किया जाएगा:

(क) खनन योजना के अनुसार गतिविधियों पर व्यय;

(ख) निष्पादन के लिए आस्थगित कार्यों और वाणिज्यिक प्रचालन की तारीख से पूर्व निष्पादित कार्यों हेतु अभिज्ञात मानी गई अनुन्मोचित दायित्वों के लिए व्यय;

(ग) किसी सांविधिक प्राधिकरणों के दिशानिर्देशों या आदेशों के अनुपालन के लिए किए जाने वाले आवश्यक कार्यों हेतु व्यय;

(घ) किसी न्यायालय के आदेश या डिक्री या माध्यस्थम् के पंचाट के अनुपालन से उद्भूत दायित्व;

(ङ) खनन योजना के अनुसार भूमि के उपापन और विकास के लिए व्यय;

(च) अतिरिक्त भारी भू-संपर्क चल मशीनरी के उपयोगी जीवन के समापन पर, उसके प्रतिस्थापन के लिए उपापन हेतु व्यय; और

(छ) कानून में परिवर्तन या अप्रत्याशित घटनाओं के कारण दायित्व:

परंतु यह कि किसी आस्ति के प्रतिस्थापन के मामले में अतिरिक्त पूंजीकरण का आंकलन, कुल नियत आस्तियों और पूंजीकरण विहीनता के कारण प्रतिस्थापित आस्तियों के संचयी अवक्षयण के समायोजन के बाद किया जाएगा:

परंतु यह और कि उत्पादन कंपनी भारी भू-संपर्क चल मशीनरी जैसे भारी खनन उपकरण के उपापन और प्रतिस्थापन के लिए दिशानिर्देश तैयार करेगी और उसे फायदाग्राहियों के साथ साझा करेगी और अपनी याचिका के साथ आयोग को प्रस्तुत करेगी।

(2) एकीकृत खदान (खदानों) के संबंध में, पीक दर क्षमता प्राप्त करने की तारीख के बाद किए गए या किए जाने वाले अनुमानित व्यय को आयोग द्वारा प्रज्ञावानपूर्ण जांच के अध्यक्षीन स्वीकृत किया जाएगा और निम्नलिखित आधारों पर खनन योजना में यथा विनिर्दिष्ट संबंधित वर्षों के वार्षिक लक्ष्य मात्रा के अनुरूप अतिरिक्त पूंजी व्यय के रूप में पूंजीकृत किया जाएगा:

(क) खनन योजना के अनुसार गतिविधियों पर व्यय, यदि कोई हो;

(ख) किसी सांविधिक प्राधिकरण के दिशानिर्देशों या आदेशों के पालन के लिए किए जाने वाले आवश्यक कार्यों हेतु व्यय;

(ग) आदेश या किसी न्यायालय की डिक्री या माध्यस्थम् के पंचाट के अनुपालन से उद्भूत दायित्व;

(घ) खनन योजना के अनुसार भूमि के उपापन और विकास के लिए व्यय;

(ङ) विधि में परिवर्तन या अप्रत्याशित घटनाओं के कारण दायित्व:

परंतु यह कि किसी आस्ति के प्रतिस्थापन के मामले में अतिरिक्त पूंजीकरण का आंकलन, कुल नियत आस्तियों, संचयी अवक्षयण और पूंजीकरण विहीनता के कारण प्रतिस्थापित आस्तियों के ऋण के संचयी पुनर्भुगतान के समायोजन के बाद किया जाएगा।

(3) इस विनियम के प्रयोजन के लिए निम्नलिखित आधारों पर, व्यय को अतिरिक्त पूंजी व्यय

के रूप में नहीं माना जाएगा:

क) किया गया व्यय परंतु पूंजीकृत नहीं चूंकि आस्तियों को सेवा में नहीं लाया गया (चालू पूंजी संकर्म);

ख) खदान समापन व्यय;

ग) खनन योजना के अंतर्गत शामिल नहीं होने वाले कार्यों पर व्यय, जब तक कि इस विनियम के खंड (2) के उप-खंड (ङ) या खंड (1) के उप-खंड (छ) के अंतर्गत शामिल न किया गया हो;

घ) उपयोगी जीवन के पूरा होने से आस्तियों के अप्रचलित होने के कारण या प्रौद्योगिकी के अप्रचलित होने के कारण प्रतिस्थापन पर व्यय, यदि ऐसी आस्तियों की मूल लागत को कुल नियत आस्तियों से पूंजीकरण विहीन नहीं किया गया है।

एकीकृत खदान (खदानों) की वार्षिक निष्कर्षण लागत में निम्नलिखित संघटक शामिल होंगे:

(i) अवक्षयण;

(ii) ऋण पर ब्याज;

(iii) इक्विटी पर रिटर्न;

(iv) प्रचालन तथा रखरखाव खर्च, खनन प्रभार को छोड़कर;

(v) कार्य पूंजी पर ब्याज;

(vi) खदान समापन व्यय, यदि खनन प्रभार में शामिल नहीं किया गया; और

(vii) सांविधिक प्रभार, यदि लागू हो।

(1) एकीकृत खदान (खदानों) के लिए, वाणिज्यिक प्रचालन की तारीख को और पीक दर क्षमता प्राप्त करने की तारीख को, ऋण-इक्विटी अनुपात पर इस विनियम के विनियम 18 के खंड(1) के अधीन यथा विनिर्दिष्ट ढंग से विचार किया जाएगा:

परंतु यह कि लिग्नाइट के संबंध में, 1.4.2019 से पूर्व वाणिज्यिक प्रचालन की तारीख वाली एकीकृत खदान (खदानों) के लिए, 31.3.2019 को समाप्त अवधि के लिए आयोग द्वारा स्वीकृत ऋण-इक्विटी अनुपात, इनपुट मूल्य की संगणना के लिए आधार होगा।

(2) एकीकृत खदान (खदानों) के लिए, इस विनियम के अधीन आयोग द्वारा स्वीकृत अतिरिक्त पूंजी व्यय के लिए ऋण-इक्विटी अनुपात पर, इस विनियम के खंड (1) के अधीन यथा विनिर्दिष्ट ढंग से विचार किया जाएगा।

(3) इक्विटी पर रिटर्न को इस विनियम के खंड (1) के अधीन प्राप्त इक्विटी आधार पर रुपये के संदर्भ में 14% की आधार दर पर संगणित किया जाएगा।

(4) इस विनियम के खंड (3) के अनुसार इक्विटी पर रिटर्न की आधार दर को इस विनियम के विनियम 31 के अधीन यथा विनिर्दिष्ट ढंग से संगणित प्रभावी कर दर के साथ सकल किया जाएगा।

(5) इस विनियम के खंड (1) के अधीन अवधारित ऋण पर ब्याज, मानकीय ऋण सहित, यदि कोई हो, का आंकलन, इस विनियम के विनियम 32 के खंड (2) से खंड (7) के अनुसार वास्तविक ऋण पोर्टफोलियो के आधार पर परिकलित भारित औसत ब्याज की दर को ध्यान में रखते हुए, किया जाएगा।

(1) एकीकृत खदान (खदानों) के मामले में अवक्षयण, स्ट्रेट लाइन पद्धति का उपयोग करते हुए वाणिज्यिक प्रचालन की तारीख से संगणित किया जाएगा:

परंतु यह कि लिग्नाइट की एकीकृत खदान (खदानों), जिन्हें 31.3.2019 को या इससे पूर्व वाणिज्यिक प्रचालन के अधीन घोषित किया गया है, के संबंध में स्वीकृत अवक्षयण क्रिया पद्धति का उपयोग, लिग्नाइट के इनपुट मूल्य के अवधारण के लिए किया जाना जारी रहेगा।

(2) अवक्षयण के प्रयोजन के लिए मूल्य आधार, आयोग द्वारा स्वीकृत आस्ति की पूंजी लागत होगा:

परंतु यह कि,

- (i) अनुदान से खरीदी गई फ्रीहोल्ड भूमि या आस्तियों को अवक्षणीय आस्तियों के रूप में नहीं माना जाएगा और उनकी लागत को आस्तियों के अवक्षणीय मूल्य की संगणना करते समय पूंजी लागत में सम्मिलित नहीं किया जाएगा;
- (ii) जहाँ फ्रीहोल्ड भूमि का आबंटन सशर्त है और लौटाई जानी अपेक्षित है, वहाँ ऐसी भूमि की लागत, आयोग द्वारा प्रज्ञावानपूर्ण जांच के अध्यक्षीन, अवक्षयण के प्रयोजन के लिए मूल्य आधार का हिस्सा होगी; और
- (iii) पट्टे पर ली गई भूमि, पट्टे की अवधि या एकीकृत खदान (खदानों) के शेष जीवन, जो भी कम हो, पर परिशोधित की जाएगी।

(3) किसी आस्ति का निस्तारण मूल्य, आस्ति की पूंजी लागत के 5% के रूप में माना जाएगा:

परंतु यह कि निस्तारण मूल्य निम्नलिखित प्रकार से होगा:

- (i) सूचना प्रौद्योगिकी उपकरण और सॉफ्टवेयर के लिए शून्य;
- (ii) शून्य या भूमि के लिए उत्पादन कंपनी द्वारा राज्य सरकार के साथ यथा सहमति; और
- (iii) विशेषीकृत खनन उपकरण के लिए कंपनी अधिनियम, 2013 के अधीन कॉर्पोरेट कार्य मंत्रालय द्वारा यथा अधिसूचित।

(4) एकीकृत खदान (खदानों) के मामले में, अवक्षयण का आकलन वार्षिक तौर पर, अवक्षयण दरों का उपयोग करते हुए या इस विनियम के परिशिष्ट 1क में विनिर्दिष्ट प्रत्याशित उपयोगी जीवन के आधार पर किया जाएगा:

परंतु यह कि विशेषीकृत खनन उपकरण का अवक्षयण, उपयोगी जीवन के अनुसार और कंपनी अधिनियम, 2013 के अधीन कारपोरेट कार्य मंत्रालय द्वारा यथा अधिसूचित अवक्षयण दर पर किया जाएगा।

(1) एकीकृत खदान (खदानों) के संबंध में, प्रचालन और रखरखाव खर्चों को निम्नानुसार स्वीकृति दी जाएगी:

- (क) 31 मार्च, 2024 को समाप्त टैरिफ अवधि के लिए, कोयले की एकीकृत खदान (खदानों) के संबंध में प्रचालन और रखरखाव खर्चों को, आयोग द्वारा प्रज्ञावान जांच के अध्यक्षीन, टैरिफ अवधि के प्रत्येक वर्ष के लिए अनुमानित प्रचालन और रखरखाव खर्चों के आधार पर अनुमति दी जाएगी;

परंतु यह कि इस खंड के अधीन स्वीकृत प्रचालन और रखरखाव खर्चों को 31 मार्च, 2024 को समाप्त टैरिफ अवधि के लिए वास्तविक खर्चों के आधार पर टूट अप किया जाएगा।

- (ख) 31 मार्च, 2019 को या इसके पूर्व प्रारंभ लिग्नाइट की एकीकृत खदान (खदानों) के संबंध में, 31 मार्च, 2024 को समाप्त टैरिफ अवधि के लिए प्रचालन और रखरखाव खर्चों का आकलन, वर्ष 2018-19 के दौरान आयोग द्वारा यथा स्वीकृत प्रचालन और रखरखाव खर्चों के आधार पर किया जाएगा और इसमें 3.5% प्रतिवर्ष की दर पर वृद्धि की जाएगी;

(ग) 31 मार्च, 2019 के बाद प्रारंभ लिग्नाइट की एकीकृत खदान (खदानों) के संबंध में, 31 मार्च, 2024 को समाप्त टैरिफ अवधि के लिए प्रचालन और रखरखाव खर्चों को, आयोग द्वारा प्रज्ञावान जांच के अध्यक्षीन, टैरिफ अवधि के प्रत्येक वर्ष के लिए अनुमानित प्रचालन और रखरखाव खर्चों के आधार पर स्वीकृत किया जाएगा;

परंतु यह कि इस खंड के अधीन प्रचालन और रखरखाव खर्चों को, 31 मार्च, 2024 को समाप्त टैरिफ अवधि के लिए, वास्तविक खर्चों के आधार पर टूट अप किया जाएगा।

(2) जहाँ एकीकृत खदान (खदानों) का विकास और प्रचालन, उत्पादन कंपनी द्वारा खदान विकासकर्ता और प्रचालक की नियुक्ति करके किया गया है, वहाँ ऐसे खदान विकासकर्ता और प्रचालक के खनन प्रभार, इस विनियम के खंड (1) के अधीन प्रचालन और रखरखाव खर्चों में शामिल नहीं होंगे;

(3) जहाँ क्रशिंग या परिवहन या हैंडलिंग या वाशिंग या उसके किसी संयोजन के लिए, उत्पादन कंपनी द्वारा प्रतिस्पर्धात्मक बोली प्रक्रिया के माध्यम से खदान विकासकर्ता और प्रचालक के अलावा कोई एजेंसी नियुक्त की जाती है, वहाँ

ऐसी एजेंसी के वार्षिक प्रभारों को, आयोग द्वारा प्रज्ञावान जांच के अध्यक्षीन, इस विनियम के खंड (1) के अधीन प्रचालन और रखरखाव खर्चों का हिस्सा माना जाएगा।

(1) कोयले की एकीकृत खदान (खदानों) की कार्य पूंजी में निम्नलिखित शामिल होंगे:

- (i) सुसंगत वर्ष के लिए वार्षिक लक्ष्य मात्रा के तदनु रूप, उत्पादन के 7 दिनों के लिए कोयला भंडार की इनुपुट लागत;
- (ii) उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के खनन प्रभार और खदान विकासकर्ता और प्रचालक के अलावा किसी एजेंसी के वार्षिक प्रभारों को छोड़कर, प्रचालन और रखरखाव खर्चों के 15% पर विस्फोटक, स्नेहक और ईंधन सहित स्टोर और पुर्जों की खपत;
- (iii) उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के खनन प्रभार और खदान विकासकर्ता और प्रचालक के अलावा किसी एजेंसी के वार्षिक प्रभारों को छोड़कर, एक मास के लिए प्रचालन और रखरखाव खर्चें।

(2) लिग्नाइट की एकीकृत खदान (खदानों) की कार्य पूंजी में निम्नलिखित शामिल होंगे:

- (i) वर्ष के लिए वार्षिक लक्ष्य मात्रा के तदनु रूप, उत्पादन के 7 दिनों के लिए लिग्नाइट भंडार की इनुपुट लागत;
- (ii) उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के खनन प्रभार और खदान विकासकर्ता और प्रचालक के अलावा किसी एजेंसी के वार्षिक प्रभारों को छोड़कर, प्रचालन और रखरखाव खर्चों के 20% पर विस्फोटक, स्नेहक और ईंधन सहित स्टोर और पुर्जों की खपत;
- (iii) उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के खनन प्रभार और खदान विकासकर्ता और प्रचालक के अलावा किसी एजेंसी के वार्षिक प्रभारों को छोड़कर, एक मास के लिए प्रचालन और रखरखाव खर्चें।

(3) कार्य पूंजी पर ब्याज की दर और भुगतान का अवधारण, इस विनियम के विनियम 34 के खंड (3) और खंड (4) के अनुसार किया जाएगा।

(1) जहाँ खदान समापन, उत्पादन कंपनी द्वारा किया गया है, वहाँ उक्त जमा पर अर्जित ब्याज, यदि कोई हो, के समायोजन के बाद, खनन योजना के अनुसार एस्करो खाते में जमा की गई राशि को, खदान समापन खर्चों के रूप में स्वीकृत किया जाएगा:

परंतु यह कि,

क) एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख से पूर्व, खनन योजना के अनुसार एस्करो खाते में जमा की गई राशि पृथक् रूप से उपदर्शित की जाएगी और उधार दर से जुड़ी वार्षिकी के रूप में एकीकृत खदान (खदानों) के उपयोगी जीवन में वसूल की जाएगी;

ख) खनन योजना के अनुसार एस्करो खाते में जमा की गई राशि, या खदान समापन के प्रति किया गया कोई व्यय, इनपुट मूल्य की संगणना के लिए पूंजी लागत में शामिल नहीं किया जाएगा;

ग) वर्ष 2019-24 की टैरिफ अवधि के दौरान, जहाँ खनन समापन के लिए किया गया व्यय, एस्करो खाते से प्राप्त प्रतिपूर्ति से कम होता है या अधिक होता है, वहाँ उस कमी या अधिकता को समायोजन के लिए बाद के वर्षों तक आगे ले जाया जाएगा।

(2) खदान समापन के लिए राशि, खनन योजना के अनुसार एस्करो खाते में जमा की जाएगी और टैरिफ अवधि के किसी भी वर्ष के दौरान, खदान समापन के प्रति किए गए व्यय का विचार किए बिना इनपुट मूल्य के भाग के रूप में वसूल की जाएगी।

(3) जहाँ खदान समापन, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के कार्य-क्षेत्र के भीतर है और खदान समापन व्यय, खदान विकासकर्ता और प्रचालक के खनन प्रभार का भाग है, वहाँ खदान समापन व्यय को खनन प्रभारों में से पूरा किया जाएगा और उत्पादन कंपनी के लिए कोई भी खदान समापन व्यय पृथक् रूप से स्वीकृत नहीं होंगे:

परंतु यह कि,

क) इनपुट मूल्य की संगणना में, खदान विकासकर्ता और प्रचालक द्वारा या उत्पादन कंपनी द्वारा एस्करो खाते में जमा की गई राशि और खदान समापन हेतु किए गए व्यय के लिए एस्करो खाते से प्राप्त किसी राशि पर विचार नहीं किया जाएगा; और

ख) इस विनियम के विनियम 32 में विनिर्दिष्ट पद्धति के अनुसार, वास्तविक ऋण पोर्टफोलियों के आधार पर संगणित ब्याज की भारित औसत दर को ध्यान में रखते हुए, आकलित उधार लागत, और वर्ष में एस्करो खाते में जमा राशि और एस्करो खाते से प्राप्त ब्याज के अंतर को, मामला-दर-मामला आधार पर, खदान समापन व्यय के भाग के रूप में, संबंधित वर्ष के कोयले या लिग्नाइट की इनपुट मूल्य में समायोजित किया जाएगा।

(4) जहाँ खदान समापन, एकीकृत खदान (खदानों) के उपयोगी जीवन के केवल एक हिस्से के लिए, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक के कार्य-क्षेत्र के भीतर है, और शेष उपयोगी जीवन के लिए खदान समापन उत्पादन कंपनी करती है, वहाँ उत्पादन कंपनी द्वारा अवधि के दौरान किए गए खदान समापन का उपचार, इस विनियम के खंड(1) के अनुसार किया जाएगा और खदान विकासकर्ता और प्रचालक द्वारा अवधि के दौरान किए गए खदान समापन का निर्धारण, इस विनियम के खंड (3) के अनुसार किया जाएगा:

परंतु यह कि एकीकृत खदान (खदानों) के उपयोगी जीवन के अंत में खदान समापन के निर्धारण का निर्णय, आयोग द्वारा मामला-दर-मामला आधार पर किया जाएगा।

(5) इस विनियम के अनुसार आकलित खदान समापन व्यय, कोयला खदान (विशेष उपबंध) अधिनियम, 2015 के अधीन नीलामी के माध्यम से आबटित एकीकृत खदान (खदानों) के मामले में लागू नहीं होगा।

(1) कोयले या लिग्नाइट के इनपुट मूल्य का अवधारण निम्नानुसार किया जाएगा:

$$\text{इनपुट मूल्य} = [\text{आरओएम लागत} + \text{अतिरिक्त प्रभार}]$$

(2) अधिभार निष्कासन में कमी, जीसीवी समायोजन और गैर-टैरिफ आय, यदि कोई हो, के कारण समायोजन के कारण उत्पन्न ऋण से, इस विनियम में विनिर्दिष्ट ढंग से पृथक् रूप से निपटा जाएगा।

(3) यथा लागू सांविधिक प्रभारों की अनुमति होगी।

(1) कोयले या लिग्नाइट के इनपुट प्रभारों की वसूली निम्नानुसार होगी:

$$\text{इनपुट प्रभार} = [\text{इनपुट मूल्य} \times \text{आपूर्तित कोयले या लिग्नाइट की मात्रा}] + \text{यथा लागू सांविधिक प्रभार};$$

परंतु यह कि जहाँ किसी माह में, एकीकृत खदान (खदानों) से कोयले के इनपुट मूल्य पर आधारित ऊर्जा प्रभार दर, कोयले की अनुरूप श्रेणी के लिए, कोल इंडिया लिमिटेड के अधिसूचित मूल्य पर आधारित ऊर्जा प्रभार दर से 20% अधिक होती है, वहाँ उत्पादन कंपनी द्वारा फायदाग्राही (फायदाग्राहियों) की पूर्व सहमति लेना अपेक्षित होगा:

परंतु यह और कि जहाँ फायदाग्राहियों की ऐसी सहमति नहीं है, वहाँ ऐसी एकीकृत खदान (खदानों) से कोयले का इनपुट मूल्य इस प्रकार निर्धारित होगा कि किसी माह में, एकीकृत खदान (खदानों) से कोयले के इनपुट मूल्य पर आधारित ऊर्जा प्रभार दर, कोयले की अनुरूप श्रेणी के लिए, कोल इंडिया लिमिटेड के अधिसूचित मूल्य पर आधारित ऊर्जा प्रभार दर से 20% से अधिक नहीं होगी:

परंतु यह भी कि कोयले के इनपुट मूल्य पर आधारित ऊर्जा प्रभार दर, विद्युत क्रय करार की अवधि के दौरान, उस ऊर्जा प्रभार दर से अधिक नहीं होगी जो कि विद्यमान विद्युत क्रय करार के निबंधन व शर्तों के अनुसार प्राप्त होती।

(2) उत्पादन कंपनी प्रत्येक माह के लिए, एकीकृत खदान (खदानों) के वाणिज्यिक प्रचालन की तारीख से कोयले के अनुरूप श्रेणी के लिए, कोयले के इनपुट मूल्य और कोल इंडिया लिमिटेड के अधिसूचित मूल्य पर आधारित तुलनात्मक ऊर्जा प्रभार दर का आकलन करेगी और इसे फायदाग्राहियों के साथ साझा करेगी।

(1) उत्पादन कंपनी, खनन योजना में यथा

विनिर्दिष्ट अधिभार को निष्कासित करेगी।

(2) किसी वर्ष के दौरान, अधिभार निष्कासन में कमी के मामले में, उत्पादन कंपनी को, अधिभार निष्कासन में अधिकता, यदि कोई हो, के विरुद्ध ऐसी कमी को पश्चात्पूर्ती तीन वर्षों के दौरान समायोजित करने की अनुमति होगी।

(3) किसी वर्ष के दौरान, अधिभार निष्कासन में अधिकता के मामले में, उत्पादन कंपनी को, कमी, यदि कोई हो, के विरुद्ध समायोजन के लिए ऐसी अधिकता को पश्चात्पूर्ती तीन वर्षों के दौरान आगे ले जाने की अनुमति होगी।

(4) जहाँ किसी वर्ष के अधिभार निष्कासन में कमी को उत्पादन कंपनी द्वारा इस विनियम के खंड (2) के अनुसार ठीक नहीं किया जाता है, तो उस वर्ष के लिए अधिभार निष्कासन (ओबी समायोजन) की कमी के कारण समायोजन निम्नानुसार किया जाएगा:

ओबी समायोजन = [वर्ष के दौरान अधिभार निष्कासन में कमी के लिए समायोजन का कारक] x [वर्ष के दौरान खनन प्रभार + वर्ष के दौरान प्रचालन और रखरखाव व्यय]

जहाँ,

- i) वर्ष के दौरान, अधिभार निष्कासन में कमी के लिए समायोजन के कारक को निम्नानुसार आकलित किया जाएगा:

$$\left[\frac{\text{[(वर्ष के दौरान निष्कर्षित कोयले या लिग्नाइट की वास्तविक मात्रा x खनन योजना के अनुसार वार्षिक स्ट्रिपिंग अनुपात) - (वर्ष के दौरान निष्कासित अधिभार की वास्तविक मात्रा / खनन योजना के अनुसार वार्षिक स्ट्रिपिंग अनुपात)]}{\text{वार्षिक लक्ष्य की मात्रा}} \right]$$

- ii) वार्षिक स्ट्रिपिंग अनुपात, खनन योजना में यथा विनिर्दिष्ट कोयले या लिग्नाइट के एक यूनिट के लिए निष्कासित की जाने वाले अधिभार की मात्रा का अनुपात है ।
- iii) खनन प्रभार, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक को खनन, जहाँ भी लागू हो, के लिए उत्पादन कंपनी द्वारा प्रदत्त कोयले या लिग्नाइट का प्रति टन प्रभार है ।
- iv) खनन प्रभार और प्रचालन और रखरखाव व्यय, वार्षिक लक्ष्य की मात्रा के तदनु रूप रूप प्रति टन में होंगे ।

(5) अधिभार निष्कासन में कमी के कारण समायोजन से संबंधित इस विनियम के उपबंध, कोयला खदान (विशेष प्रावधान) अधिनियम, 2015 के अधीन नीलामी के माध्यम से आबंटित एकीकृत खदान (खदानों) के मामले में लागू नहीं होंगे ।

): (1) यदि किसी वर्ष में एकीकृत खदान (खदानों) से निष्कर्षित कोयले की भारत औसत जीसीवी, उस खदान (खदानों) के लिए कोयले की घोषित जीसीवी से अधिक होती है, तो जीसीवी समायोजन की अनुमति नहीं होगी ।

(2) यदि किसी वर्ष में एकीकृत खदान (खदानों) से निष्कर्षित कोयले का भारत औसत जीसीवी, उस खदान (खदानों) के लिए कोयले की घोषित जीसीवी से कम होता है, तो उस वर्ष में जीसीवी समायोजन निम्नानुसार किया जाएगा:

(क) जहाँ एकीकृत खदान (खदानों) का आबंटन कोयला खदान (विशेष प्रावधान) अधिनियम, 2015 के अधीन नीलामी के माध्यम से किया गया है:

$$\text{जीसीवी समायोजन} = (\text{कोयले का कोटेड मूल्य} + \text{नियत रिजर्व मूल्य}) \times \left[\frac{\text{[(कोयले की घोषित जीसीवी - वर्ष में निष्कर्षित कोयले का भारत औसत जीसीवी)]}}{\text{कोयले की घोषित जीसीवी}} \right]$$

जहाँ,

- i) कोयले का कोटेड मूल्य, कोयला खदान विकास और उत्पादन करार में यथा उपबंधित पश्चात्वर्ती वृद्धि, यदि कोई हो, के साथ संबंधित कोयला ब्लॉक या खदान की बाबत कोयले का अंतिम मूल्य प्रस्ताव है:

परंतु यह कि उत्पादन कंपनी द्वारा नीलामी में कोट किए गए अतिरिक्त प्रीमियम, यदि कोई हो, पर विचार नहीं किया जाएगा; और

- ii) कोयले की घोषित जीसीवी, नीलामी में यथा विनिर्दिष्ट या कोट की गई कोयले की जीसीवी होगी ।

(ख) जहाँ एकीकृत खदान (खदानों), कोयला खदान (विशेष प्रावधान) अधिनियम, 2015 के अधीन आबंटन के माध्यम से आबंटित हैं:

$$\text{जीसीवी समायोजन} = \left[\frac{\text{[(वार्षिक निष्कर्षण लागत / एटीक्यू) + (खनन प्रभार)]}}{\text{कोयले की घोषित जीसीवी}} \right] \times \left[\frac{\text{[(कोयले की घोषित जीसीवी - वर्ष में निष्कर्षित कोयले का भारत औसत जीसीवी)]}}{\text{कोयले की घोषित जीसीवी}} \right]$$

जहाँ,

- i) वार्षिक निष्कर्षण लागत, इस विनियम के विनियम 36च के अनुसार यथा संगणित कोयले की निष्कर्षण की लागत है;
- ii) खनन प्रभार, उत्पादन कंपनी द्वारा नियुक्त खदान विकासकर्ता और प्रचालक को खनन, जहाँ भी लागू हो, के लिए उत्पादन कंपनी द्वारा प्रदत्त कोयले या लिग्नाइट का प्रति टन प्रभार है ।
- iii) कोयले की घोषित जीसीवी, खनन योजना के अनुसार औसत जीसीवी या कोयला नियंत्रक द्वारा यथा अनुमोदित होगी ।

() : (1) किसी वर्ष के लिए गैर-टैरिफ आय, जैसे कि कोयले की एकीकृत खदान के मामले में वाशरी रेजेक्ट्स की बिक्री से आय और कोल इंडिया लिमिटेड को कोयले की आपूर्ति

से या कोयला खदान (विशेष उपबंध) अधिनियम, 2015 के अधीन यथा स्वीकृत कोयले की मर्चेट बिक्री से लाभ, यदि कोई हो, के कारण समायोजन (एनटीआई समायोजन) निम्नानुसार किया जाएगा:

एनटीआई समायोजन = (वर्ष के दौरान सभी गैर-टैरिफ आय) / (वर्ष के दौरान निष्कर्षित कोयले या लिग्नाइट की वास्तविक मात्रा)

(2) इस विनियम के अनुसार आकलित गैर-टैरिफ आय के कारण समायोजन, कोयला खदान (विशेष प्रावधान) अधिनियम, 2015 के अधीन नीलामी के माध्यम से आबंटित एकीकृत खदान (खदानों) के मामले में लागू नहीं होगा।

(1) किसी वर्ष के लिए ओबी समायोजन, जीसीवी समायोजन और एनटीआई समायोजन के कारण उत्पन्न ऋण का निपटान, ऋण समायोजन नोट के माध्यम से किया जाएगा।

(2) उस वर्ष के लिए, यथास्थिति, ओबी समायोजन, जीसीवी समायोजन या एनटीआई समायोजन, के कारण ऋण समायोजन नोट, विनिर्दिष्ट अंतिम उपयोगकर्ता उत्पादन केन्द्रों के पक्ष में निम्नानुसार जारी किया जाएगा:

- (i) वर्ष के लिए ओबी समायोजन X उस वर्ष में आपूर्ति की गई कोयले या लिग्नाइट की मात्रा;
- (ii) वर्ष के लिए जीसीवी समायोजन X उस वर्ष में आपूर्ति की गई कोयले या लिग्नाइट की मात्रा; और
- (iii) वर्ष के लिए एनटीआई समायोजन X उस वर्ष में आपूर्ति की गई कोयले या लिग्नाइट की मात्रा।

(3) ऋण समायोजन नोट में राशि को, ऋण समायोजन नोट के जारी होने की तारीख के बाद आपूर्ति की गई कोयले या लिग्नाइट के प्रभारों के मद्दे समायोजित किया जाएगा। एकीकृत खदान (खदानों) ऐसे समायोजन की वार्षिक सामंजस्य विवरण तैयार करेगी और उसे सभी अंतिम उपयोगकर्ता संयंत्रों को प्रस्तुत करेगी और अपनी वेबसाइट पर भी प्रकाशित करेगी।

एकीकृत खदान (खदानों) से आपूर्तित कोयले या लिग्नाइट की गुणवत्ता का मापन, कोयला मंत्रालय, भारत सरकार द्वारा विनिर्दिष्ट दिशानिर्देशों और क्रियाविधि के अनुसार तीसरे पक्ष के नमूने के माध्यम से लदाई बिंदु पर किया जाएगा और कोयले की गुणवत्ता के ऐसे मापन के अभिलेख लाभार्थियों को मांग करने पर उपलब्ध करवाए जाएंगे।

इस विनियम के अध्याय 5 से 8 के उपबंध, अध्याय-9 में विनिर्दिष्ट रूप से उपबंधित या संदर्भित सीमा के सिवाय, एकीकृत खदान (खदानों) के मामले में लागू नहीं होंगे:

परंतु यह कि एकीकृत खदान (खदानों) से कोयले या लिग्नाइट के इनुपट मूल्य के अवधारण के लिए, आवश्यक वित्तीय मानदंड, यदि अध्याय-9 में विनिर्दिष्ट रूप से उपबंधित या संदर्भित नहीं हैं, तो इन्हें कोयले या लिग्नाइट आधारित उत्पादन स्टेशनों पर यथा लागू इस विनियम के उपबंधों के अनुसार माना जाएगा।"

17.1 विद्यमान विनियम 59 को विनियम 59 के खंड (1) के रूप में माना जाएगा और मूल विनियम के विनियम 59 के खंड (1) के बाद, एक नया खंड निम्नानुसार जोड़ा जाएगा:

"(2) जब तक पक्षकारों द्वारा अन्यथा सहमति न हो, फायदाग्राही या दीर्घकालिक ग्राहक द्वारा देय प्रभारों को, सर्वप्रथम बकाया प्रभारों के विलंब से संदाय पर अधिभारों के प्रति और उसके बाद, सबसे लंबे समय तक अतिदेय बिल से आरंभ करते हुए यथास्थिति, उत्पादन कंपनी या पारेषण अनुज्ञप्तिधारी, के मासिक प्रभारों के लिए समायोजित किया जाएगा।"

18.

18.1 मूल विनियम के विनियम 66 के खंड (5) के बाद, एक नया खंड, अर्थात् खंड (6) निम्नानुसार जोड़ा जाएगा:

"(6) जहाँ उत्पादन कंपनी या उसके फायदाग्राही या पारेषण अनुज्ञप्तिधारी और उसके दीर्घकालिक ग्राहक, इस विनियम के खंड (1) से (3) के संदर्भ में, किसी विशेष उत्पादन केन्द्र या पारेषण प्रणाली के संबंध में कम टैरिफ प्रभारित करने के लिए परस्पर सहमत हैं, वहाँ उक्त सहमत टैरिफ को, इस विनियम के अनुसार, पूंजी लागत और अतिरिक्त पूंजी व्यय के आधार पर ट्रूइंग अप के समय, ऊर्ध्वमुखी पुनरीक्षित नहीं किया जाएगा:

परंतु यह कि जहाँ ट्रू अप किया गया टैरिफ, सहमत टैरिफ से कम है, वहाँ यथास्थिति, उत्पादन कंपनी या पारेषण अनुज्ञप्तिधारी केवल ऐसे ट्रू-अप किए गए टैरिफ को प्रभारित करेगा:

परंतु यह और कि सहमत टैरिफ और ट्रू-अप किए गए टैरिफ के अंतर को, इस विनियम के विनियम 13 के खंड (4) के अनुसार पक्षकारों के बीच व्यवस्थापित किया जाएगा।"

सनोज कुमार झा, सचिव

(1) केन्द्रीय विद्युत विनियामक आयोग (टैरिफ के निबंधन व शर्तों) विनियम, 2019 दिनांक 3 मई, 2019 के भारत के राजपत्र (असाधारण) के भाग III—खंड 4, सं.144 में प्रकाशित किए गए थे।

(2) केन्द्रीय विद्युत विनियामक आयोग (टैरिफ के निबंधन व शर्तों) (प्रथम संशोधन) विनियम, 2020 दिनांक 3 फरवरी, 2021 के भारत के राजपत्र (असाधारण) के भाग III—खंड 4, सं.53 में प्रकाशित किए गए थे।

I

1	पूर्णस्वामित्व वाली भूमि@	999
2	पट्टाधृत भूमि	&&&
3	अस्थायी उन्निर्माण	1
4	एचईएमएम [§]	8
5	रोड़, पुल, पुलिया, हैलिपैड	25
6	प्रमुख संयंत्र बिल्डिंग	30
7	एचईएमएम के अलावा मशीनरी	15
8	जल प्रदाय, जलनिकास और सीवरेज	15
9	फर्नीचर एवं फिक्सचर	15
10	कंप्यूटर के अलावा कार्यालय उपकरण	15
11	हॉस्पिटल उपस्कर	15
12	ईडीपी, डब्ल्यू मशीनें, सैटकॉम एवं संचार उपस्कर	15
13	विद्युतीय संस्थापनाएं	15
14	स्व-चालित वाहन	10
15	कंप्यूटर, सॉफ्टवेयर	3
16	प्रयोगशाला एवं कार्यशाला उपस्कर	15
17	खदान विकास व्यय और मूल्यांकन और अन्वेषण#	20 या खदान का जीवन, जो भी निम्नतर हो
18	मूल्यांकन और अन्वेषण#	20 या खदान का जीवन, जो भी निम्नतर हो
19	अन्य जो उपर्युक्त में कवर नहीं हैं	15

*	निम्नलिखित आस्तियों के लिए सैल्वेज मूल्य 5% के अलावा होगी – क. आईटी उपस्कर, सॉफ्टवेयर शून्य (0) ख. भूमि के मामले में, शून्य या जो भी राज्य सरकार सहमत हो ग. विशेषीकृत खनन उपस्कर के लिए कारपोरेट कार्य मंत्रालय द्वारा यथा विनिर्दिष्ट घ. खदान विकास व्यय, मूल्यांकन और अन्वेषण शून्य (0)
@	याचिकाकर्ता द्वारा निवेदन यदि पूर्णस्वामित्व वाली भूमि, वापसी के लिए किन्हीं शर्तों से जुड़ी है। यदि हाँ, तो शर्तों और परिस्थितियों को प्रस्तुत करना जिनके बाद भूमि को वापस किया जाना है। ऐसे मामले में, विवरणों के आधार पर भूमि का अवक्षयण किया जाएगा।
&&&	याचिकाकर्ता द्वारा पट्टा-करार / खदान का जीवन / उपयोग करने का अधिकार की अवधि में से निम्नतम का दाखिल किया जाना।

§	प्रत्येक एचईएमएम की लागत के साथ व्यक्तिगत एचईएमएम की सूची को पृथक् रूप से प्रदान किया जाना है।
#	सामान्य अर्थ में खदान विकास व्यय, आर्थिक व्यवहार्यता सुनिश्चित करने और खदान के स्वामी द्वारा खदान के विकास हेतु निर्णय लिए जाने के बाद, खदान को प्रयोग करने योग्य स्थिति में लाने के लिए किया गया व्यय है। इस शीर्ष के अधीन फाइल करते समय, जहाँ तक संभव हो सके, विवरण पृथक् रूप से दिया जाए। मूल्यांकन और अन्वेषण व्यय सामान्यतः स्थलाकृतिक, भूवैज्ञानिक, जियोकेमिकल और भूभौतिकीय अध्ययनों, खोजपूर्ण ड्रिलिंग, ट्रेन्चिंग, सैंपलिंग करने के द्वारा खनिज की खोज से संबंधित किया गया व्यय, तकनीकी व्यवहार्यता और वाणिज्यिक सक्षमता, अन्वेषण करने के अधिकारों के अर्जन आदि के मूल्यांकन के संबंध में गतिविधियों के लिए व्यय है। इस शीर्ष के अधीन फाइल करते समय, जहाँ तक संभव हो सके, विवरण पृथक् रूप से दिया जाए।

CENTRAL ELECTRICITY REGULATORY COMMISSION

NOTIFICATION

New Delhi, the 19th February, 2021

No.L-1/236/2018/CERC.—In exercise of powers conferred under clause (s) of sub-section (2) of the section 178 of the Electricity Act, 2003 (36 of 2003) read with Section 61 thereof and all other powers enabling it in this behalf, and after previous publication, the Central Electricity Regulatory Commission hereby makes the following regulations, to amend the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 (hereinafter referred to as “the Principal Regulations”), namely:-

1. Short Title and Commencement: (1) These regulations may be called the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) (Second Amendment) Regulations, 2021.

(2) These regulations shall come into force from the date of notification of these Regulations in official Gazette.

(3) These regulations shall be applicable for the five-year tariff period from 1.4.2019 to 31.3.2024 except amendment in Regulation 6 and Regulation 59 of the Principal Regulations, which shall be applicable from the date of notification of these Regulations in official Gazette.

2. Amendment to Clause (2) of Regulation 2 of the Principal Regulations:

2.1 New Clause (1a) shall be added after Clause (1) of Regulation 2 of the Principal Regulations as under:

“(1a) These regulations shall apply in all cases where a generating company has the arrangement for supply of coal or lignite from the integrated mine(s) allocated to it, for one or more of its specified end use generating stations, whose tariff is required to be determined by the Commission under section 62 of the Act read with section 79 thereof.”

3. Amendment to Regulation 3 of the Principal Regulations:

3.1 A new clause, namely Clause (4a) shall be inserted after Clause (4) to Regulation 3 of the Principal Regulations, as under:

“(4a) ‘Annual Target Quantity’ or ‘ATQ’ in respect of an integrated mine(s) means the quantity of coal or lignite to be extracted during a year from such integrated mine(s) as specified in the Mining Plan:

Provided that in case the integrated mine(s) of coal or lignite is ready for supply of coal or lignite as per the Mining Plan but is prevented due to reasons not attributable to the generating company, the Commission may relax the Annual Target Quantity up to a maximum of 15% of the quantity of coal or lignite to be extracted during a year as specified in the Mining Plan.”

3.2 In Clause (5) of Regulation 3 of the Principal Regulations, the words “integrated coal mine” at the end part of the first proviso, shall be substituted with the words “integrated mine(s)”;

3.3 Clause (9) of Regulation 3 of the Principal Regulations shall be substituted as under:

“(9) ‘Capital Cost’ means the capital cost as determined in Regulation 19 of these regulations in respect of generating station or transmission system, as the case may be, and Regulation 36D of these regulations in respect of integrated mine(s).”

3.4 At the end of Clause (14) of Regulation 3 of the Principal Regulations, the words “except in case of integrated mine(s)” shall be added.

3.5 Clause (15) of Regulation 3 of the Principal Regulations shall be substituted as under:

“(15) ‘**Date of Commercial Operation**’ or ‘**COD**’ in respect of a thermal generating station or hydro generating station or transmission system or communication system shall have the same meaning as defined in the Grid Code, as amended from time to time:

Provided that Date of Commercial Operation of integrated mine(s) shall have the same meaning as specified in Regulation 5 of these regulations;”

3.6 A new Clause, namely Clause (15b) shall be inserted after Clause (15a) of Regulation 3 of the Principal Regulations as under:

“(15b) ‘**Date of Commencement of Production**’ in respect of integrated mine(s) means the date of touching of coal or lignite, as the case may be, as declared by the generating company;”

3.7 A new Clause, namely Clause (20b) shall be inserted after Clause (20a) of Regulation 3 of the Principal Regulations as under:

“(20b) ‘**Escrow account**’ means the account for deposit and withdrawal of mine closure expenses of integrated mine(s), maintained in accordance with the guidelines issued by the Coal Controller, Ministry of Coal, Government of India;”

3.8 Clause (21) of Regulation 3 of the Principal Regulations shall be substituted as under:

“(21) ‘**Existing Project**’ means the generating station and the transmission system which has been declared under commercial operation on a date prior to 1.4.2019;”

3.9 In Clause (36) of Regulation 3 of the Principal Regulations, the word “lignite” in the first line shall be substituted with the words “the price of lignite (including transfer price of lignite in respect of existing lignite mines)”.

3.10 Two new provisos shall be added after first proviso of Clause (40) of Regulation 3 of Principal Regulations as under:

“Provided further that in respect of the integrated mine(s), funding and timeline for implementation shall be indicated separately and distinctly in the Investment Approval;

Provided further that where investment approval includes both the generating station and the integrated mine(s), the funding and timeline for implementation of the integrated mine(s) shall be worked out and indicated separately and distinctly in the Investment Approval.”

3.11 A new clause, namely Clause (41a) shall be inserted after Clause (41) of Regulation 3 of the Principal Regulations as under:

“(41a) ‘**Loading Point**’ in respect of integrated mine(s) means the location of railway siding or silo or the coal handling plant or such other arrangements like conveyor belt, whichever is nearest to the mine, for despatch of coal or lignite, as the case may be;”

3.12 Two new clauses, namely Clause (43a) and Clause (43b) shall be inserted after Clause (43) of Regulation 3 of the Principal Regulations as under:

“(43a) ‘**Mine Infrastructure**’ shall include assets of the integrated mine(s) such as tangible assets used for mining operations, being civil works, workshops, immovable winning equipment, foundations, embankments, pavements, electrical systems, communication systems, relief centres, site administrative offices, fixed installations, handling arrangements, crushing and conveying systems, railway sidings, pits, shafts, inclines, underground transport systems, hauling systems (except movable equipment unless the same is embedded in land for permanent beneficial enjoyment thereof), land demarcated for afforestation and land for rehabilitation and resettlement of persons affected by mining operations under the relevant law;

(43b) ‘**Mining Plan**’ or ‘**Mine Plan**’ in respect of integrated mine(s) means a plan prepared in accordance with the provisions of the Mineral Concession Rules, 1960, as amended from time to time and approved under clause (b) of sub-section (2) of section 5 of the Mines and Minerals (Development and Rehabilitation) Act, 1957 by the Central Government or by the State Government, as the case may be;”

3.13 The semi colon (;) at the end of Clause (45) of Regulation 3 of the Principal Regulations shall be substituted by colon (:) and a proviso shall be added under the said clause as under:

“Provided that for integrated mine(s), the Operation & Maintenance Expenses shall not include the mining charge paid to the Mine Developer and Operator, if any, engaged by the generating company and the mine closure expenses.”

3.14 A new clause, namely Clause (46a) shall be inserted after Clause (46) of Regulation 3 of the Principal Regulations as under:

“(46a) ‘**Peak Rated Capacity**’ in respect of integrated mine(s) means the peak rated capacity of the mine, as specified in the Mining Plan;”.

3.15 A new sub-clause, namely (h) shall be added after sub-clause (g) of Clause (73) of Regulation 3 of the Principal Regulations as under:

“(h) Integrated mine(s) As per the Mining Plan”

4. Amendment to Regulation 4 of the Principal Regulations:

4.1 A new clause, namely Clause (4a) shall be added after Clause (4) to Regulation 4 of the Principal Regulations as under:

“(4a) ‘**tonne**’ means a metric tonne of coal or lignite in respect of integrated mine(s);”.

4.2 Clause (5) of Regulation 4 of the Principal Regulations shall be substituted as under:

“(5) ‘**Year**’ means a financial year beginning from 1st April and ending on 31st March:

Provided that the first year in case of new project or integrated mine(s) shall commence from the date of commercial operation and end on the immediately following 31st March.”

5. Amendment to Regulation 5 of the Principal Regulations:

5.1 A new clause, namely Clause (3) shall be added after Clause (2) of Regulation 5 of the Principal Regulations as under:

“(3) The date of commercial operation in case of integrated mine(s), shall mean the earliest of —

- a) the first date of the year succeeding the year in which 25% of the Peak Rated Capacity as per the Mining Plan is achieved; or
- b) the first date of the year succeeding the year in which the value of production estimated in accordance with Regulation 7A of these regulations, exceeds total expenditure in that year; or
- c) the date of two years from the date of commencement of production:

Provided that on earliest occurrence of any of the events under sub-clauses (a) to (c) of Clause (3) of this Regulation, the generating company shall declare the date of commercial operation of the integrated mine(s) under the relevant sub-clause with one week prior intimation to the beneficiaries of the end-use or associated generating station(s);

Provided further that in case the integrated mine(s) is ready for commercial operation but is prevented from declaration of the date of commercial operation for reasons not attributable to the generating company or its suppliers or contractors or the Mine Developer and Operator, the Commission, on an application made by the generating company, may approve such other date as the date of commercial operation as may be considered appropriate after considering the relevant reasons that prevented the declaration of the date of commercial operation under any of the sub-clauses of Clause (3) of this Regulation;

Provided also that the generating company seeking the approval of the date of commercial operation under the preceding proviso shall give prior notice of one month to the beneficiaries of the end-use or associated generating station(s) of the integrated mine(s) regarding the date of commercial operation.”

6. Amendment to Regulation 6 of the Principal Regulations:

6.1 Regulation 6 of the Principal Regulations shall be deleted.

7. Insertion of New Regulation 7A in the Principal Regulations:

7.1 A new Regulation, namely Regulation 7A, shall be inserted after Regulation 7 of the Principal Regulations as under:

“**7A. Supply of Coal or Lignite prior to the Date of Commercial Operation of Integrated Mine:** The input price for supply of coal or lignite from the integrated mine(s) prior to their date of commercial operation shall be:

- (a) in case of coal, the estimated price available in the investment approval, or the notified price of Coal India Limited for the corresponding grade of coal supplied to the power sector, whichever is lower; and

- (b) in case of lignite, the estimated price available in the investment approval or the last available pooled lignite price as determined by the Commission for transfer price of lignite, whichever is lower:

Provided that any revenue earned from supply of coal or lignite prior to the date of commercial operation of the integrated mine(s) shall be applied in adjusting the capital cost of the said integrated mine(s).”

8. Amendment to Regulation 9 of the Principal Regulations:

8.1 The full stop (.) at the end of Clause (4) of Regulation 9 of the Principal Regulations shall be substituted with colon (:) and a proviso shall be inserted after the said clause as under:

“Provided that a generating company with integrated mine(s) shall file a petition for determination of input price of coal or lignite from the integrated mine(s) not later than 60 days from the date of commercial operation of the integrated mine(s) or from the date of notification of these regulations, whichever is later and may also seek determination or revision of tariff of the concerned generating station(s) in accordance with these regulations.”

9. Amendment to Regulation 10 of the Principal Regulations:

9.1 A new clause, namely Clause (1a) shall be inserted after Clause (1) of Regulation 10 of the Principal Regulations as under:

“(1a) The generating company having integrated mine(s) shall file petition before the Commission as per **Annexure-I (Part IV)** to these regulations for determination of the input price of coal or lignite from the integrated mine(s) containing the details of expenditure incurred and projected to be incurred duly certified by the Auditor.”

10. Amendment to Regulation 11 of the Principal Regulations:

10.1 A new clause, namely Clause (2) shall be added after Clause (1) of Regulation 11 of the Principal Regulations as under:

“(2) The generating company undertaking any additional capitalization in integrated mine(s) on account of change in law events or force majeure conditions may, after intimating the beneficiaries, file petition for in-principle approval for incurring such expenditure, along with underlying assumptions, estimates and justification for such expenditure, if the estimated expenditure exceeds 10% of the admitted capital cost of the integrated mine(s) or Rs.100 crore, whichever is lower;”

11. Amendment to Regulation 13 of the Principal Regulations:

11.1. A new clause, namely Clause (1a) shall be inserted after Clause (1) of Regulation 13 of the Principal Regulations as under:

“(1a) The input price of coal or lignite from the integrated mine(s) of the generating station(s) for the tariff period 2019-24 shall be trued up for:

- a) the capital expenditure including additional capital expenditure incurred up to 31.3.2024, as allowed by the Commission;
- b) the capital expenditure including additional capital expenditure incurred up to 31.3.2024, on account of Force Majeure and Change in Law, as admitted by the Commission.”
- c) The Operation and Maintenance expenses in accordance with provisions of Regulation 36I.”

11.2. A new clause, namely Clause (4a) shall be inserted after Clause (4) of Regulation 13 of the Principal Regulations as under:

“(4a) After truing up, if the input price already recovered exceeds or falls short of the input price approved by the Commission under these regulations, the excess or the shortfall amount shall be refunded or recovered, as the case may be, by the generating company along with simple interest at the rate equal to the bank rate as on 1st April of the respective years of the tariff period in six equal monthly instalments:

Provided that the generating company shall refund such excess amount or recover the shortfall amount from the beneficiaries based on scheduled energy.”

12. Amendment to Regulation 16 of the Principal Regulations:

12.1. A new proviso shall be added after second proviso of Regulation 16 of the Principal Regulations as under:

“Provided also that in case of supply of coal or lignite from the integrated mine(s), the landed cost of primary fuel shall be based on the input price of coal or lignite, as the case may be, as computed in accordance with these regulations.”

13. Amendment to Regulation 22 of the Principal Regulations:

13.1 In Regulation 22 of the Principal Regulations, the word “project” shall be substituted with the words “new projects”.

14. Amendment to Title of Chapter-9 of the Principal Regulations:

14.1 The word “COMPUTATION” in title of Chapter-9 of the Principal Regulations shall be substituted with the word “DETERMINATION”.

15. Amendment to Regulation 36 of the Principal Regulations:

15.1 In Clause (1) of Regulation 36 of the Principal Regulations, the words “computed in accordance with the regulations to be notified separately by the Commission” shall be substituted with the words “determined in accordance with these regulations”.

15.2 Clauses (2) and (3) of Regulation 36 of the Principal Regulations shall be substituted as under:

“(2) The generating company shall, after the date of commercial operation of the integrated mine(s) till the input price of coal is determined by the Commission under these regulations, adopt the notified price of Coal India Limited commensurate with the grade of the coal from the integrated mine(s) or the estimated price available in the investment approval, whichever is lower, as the input price of coal for the generating station:

Provided that the difference between the input price of coal determined under these regulations and the input price of coal so adopted prior to such determination, for the quantity of coal billed, shall be adjusted in accordance with Clause (4) of this Regulation.

(3) The generating company shall, after the date of commercial operation of the integrated mine(s), till the input price of lignite is determined by the Commission under these regulations, fix the input price of lignite for the generating station at the last available pooled lignite price as determined by the Commission for transfer price of lignite or the estimated price available in the investment approval, whichever is lower:

Provided that the difference between the input price of lignite determined under these regulations and the input price of lignite so fixed prior to such determination, for the quantity of lignite billed, shall be adjusted in accordance with Clause (4) of this Regulation.”

15.3 A new clause, namely Clause (4) shall be added after Clause (3) of Regulation 36 of the Principal Regulations as under:

“(4) In case of excess or short recovery of input price under Clauses (2) or (3) of this Regulation, the generating company shall refund the excess amount or recover the shortfall amount, as the case may be, with simple rate of interest, equal to the bank rate prevailing as on 1st April of the respective years of the tariff period, in six equal monthly instalments.”

16. Insertion of New Regulations under Chapter 9 of the Principal Regulations:

16.1 The following Regulations (36A to 36P) shall be added after Regulation 36 of the Principal Regulations as under:

“36A. Input Price of coal or Lignite: (1) Input price of coal or lignite from the integrated mine(s) shall be determined based on the following components:

- I) Run of Mine (ROM) Cost; and
- II) Additional charges:
 - a. crushing charges;
 - b. transportation charge within the mine up to the washery end or coal handling plant associated with the integrated mine, as the case may be;
 - c. handling charges at mine end;
 - d. washing charges; and
 - e. transportation charges beyond the washery end or coal handling plant, as the case may be, and up to the loading point:

Provided that one or more components of additional charges may be applicable in case of the

integrated mine(s), based on the scope and nature of the mining activities;

Provided further that the input price of lignite shall be computed based on Run of Mine (ROM) based on the technology such as bucket excavator-conveyor or belt-spreader or its combination and handling charges, if any.

(2) Statutory Charges, as applicable, shall be allowed.

36B. Run of Mine (ROM) Cost: (1) Run of Mine Cost of coal in case of integrated mine(s) allocated through auction route under Coal Mines (Special Provisions) Act, 2015 shall be worked out as under:

$$\text{ROM Cost} = (\text{Quoted Price of coal}) + (\text{Fixed Reserve Price})$$

Where,

(i) Quoted Price of coal is the Final Price Offer of coal in respect of the concerned coal block or mine, along with subsequent escalation, if any, as provided in the Coal Mine Development and Production Agreement:

Provided that additional premium, if any, quoted by the generating company during auction, shall not be considered in the Run of Mine Cost;

(ii) Fixed Reserve Price is the fixed reserve price per tonne along with subsequent escalation, if any, as provided in the Coal Mine Development and Production Agreement: and

(iii) Capital cost under Regulation 36D and additional capital expenditure under Regulation 36E shall not be admissible for the purpose of ROM cost in respect of integrated mine(s) allocated through auction route.

(2) Run of Mine Cost of coal in case of integrated mine allocated through allotment route under Coal Mines (Special Provisions) Act, 2015 shall be worked out as under:

$$\text{ROM Cost} = [(\text{Annual Extraction Cost} / \text{ATQ}) + \text{Mining Charge}] + (\text{Fixed Reserve Price}).$$

Where,

(i) Annual Extraction Cost is the cost of extraction of coal as computed in accordance with Regulation 36F of these regulations;

(ii) Mining Charge is the charge per tonne of coal paid by the generating company to the Mine Developer and Operator engaged by the generating company for mining, wherever applicable; and

(iii) Fixed Reserve Price is the fixed reserve price per tonne along with subsequent escalation, if any, as provided in the Coal Mine Development and Production Agreement.

(3) Run of Mine Cost of lignite in case of integrated mine(s) for lignite shall be worked out as under:

$$\text{ROM Cost} = [(\text{Annual Extraction Cost} / \text{ATQ}) + (\text{Mining Charge})]$$

Where,

(i) Annual Extraction Cost is the cost of extraction of lignite as computed in accordance with Regulation 36F of these regulations; and

(ii) Mining Charge is the charge per tonne of lignite paid by the generating company to the Mine Developer and Operator engaged by the generating company for mining, wherever applicable.

(4) The generating company shall adhere to the Mining Plan for extraction of coal or lignite on annual basis and shall submit a certificate to that effect from the Coal Controller or the competent authority:

Provided that deviations from the Mining Plan shall be considered only if such deviations have been approved by the Coal Controller or the revised Mining Plan has been approved by the competent authority.

;

(5) Run of Mine Cost of coal and lignite shall be worked out in terms of Rupees per tonne.

36C. Additional Charges: (1) Where crushing or transportation or handling or washing are undertaken by the generating company without engaging Mine Developer and Operator or an agency other than Mine Developer and Operator, additional charges shall be worked out as under:

- (i) Crushing Charges = Annual Crushing Cost/Quantity;
- (ii) Transportation Charges= Annual Transportation Cost/Quantity:

Provided that separate transportation charges, as applicable, shall be considered from mine up to washery end or coal handling plant associated with the integrated mine(s) and beyond washery end or coal handling plant associated with the integrated mine(s) and up to the loading point, as the case may be;

- (iii) Handling charges = Annual Handling Cost/Quantity; and
- (iv) Washing Charges = Annual Washing Cost/Quantity.

Where,

- (a) Annual Crushing Cost, Annual Transportation Cost, Annual Handling Cost and Annual Washing Cost shall be worked out on the basis of following components, for which the generating company shall submit the capital cost separately:
 - (i) Depreciation;
 - (ii) Interest on Working Capital;
 - (iii) Interest on Loan;
 - (iv) Return on Equity;
 - (v) Operation and Maintenance Expenses, excluding mining charge;
 - (vi) Statutory charges, if applicable.
- (b) Quantity shall be the quantity of coal or lignite in tonne crushed or transported or handled or washed, as the case may be, during the year duly certified by the Auditor.

(2) Where crushing, transportation, handling or washing are within the scope of the Mine Developer and Operator engaged by the generating company, no additional charges shall be admitted, as the same shall be recovered through Mining Charge of the Mine Developer and Operator.

(3) Where crushing, transportation, handling or washing are undertaken by the generating company by engaging an agency other than Mine Developer and Operator, the annual charges of such agencies shall be considered as part of the Operation and Maintenance Expenses, provided that the charges have been discovered through a transparent competitive bidding process.

(4) The crushing charges, transportation charges, handling charges, and washing charges shall be admitted by the Commission after prudence check, considering charges of Coal India Limited or similarly placed coal mines or any other reference charges.

(5) The crushing charges, transportation charges, handling charges, and washing charges shall be worked out in terms of Rupees per tonne

36D. Capital Cost: (1) The expenditure incurred, including IDC and IEDC, duly certified by the Auditor, for development of the integrated mine(s) up to the date of commercial operation, shall be considered for arriving at the capital cost.

(2) Capital expenditure incurred shall be admitted by the Commission after prudence check.

(3) Capital expenditure incurred on infrastructure for crushing, transportation, handling, washing and other mining activities required for mining operations shall be arrived at separately in accordance with these regulations:

Provided that where crushing, transportation, handling or washing are undertaken by the generating company, the expenditure incurred on infrastructures of these components shall be capitalized;

Provided further that where mine development and operation, with or without any component of crushing, transportation, handling or washing are undertaken by the generating company by engaging Mine Developer and Operator or an agency other than Mine Developer and Operator, the capital expenditure incurred by Mine Developer and Operator or such agency shall not be capitalised by the generating company and shall not be considered for the determination of input price.

(4) The capital expenditure shall be determined by considering, but not limited to, the Mining Plan, detailed project report, mine closure plan, cost audit report and such other details as deemed fit by the Commission.

(5) In case of integrated mine(s) which have declared the date of commercial operation prior to 1.4.2019, the capital expenditure allowed by the Commission for the period ending 31.3.2019 shall form the basis for computation of input price.

36E. Additional Capital Expenditure: (1) The expenditure, in respect of the integrated mine(s), incurred or projected to be incurred after the date of commercial operation and upto the date of achieving the Peak Rated Capacity may be admitted by the Commission, subject to prudence check and shall be capitalized in the respective year of the tariff period as additional capital expenditure corresponding to the Annual Target Quantity of the year as specified in the Mining Plan or actual extraction in that year, whichever is higher, on following counts:

- (a) expenditure incurred on activities as per the Mining Plan;
- (b) expenditure for works deferred for execution and un-discharged liabilities recognized for works executed prior to date of commercial operation;
- (c) expenditure for works required to be carried out for complying with directions or orders of any statutory authorities;
- (d) liabilities arising out of compliance of order or decree of any court of law or award of arbitration;
- (e) expenditure for procurement and development of land as per the Mining Plan;
- (f) expenditure for procurement of additional heavy earth moving machineries for replacement, on completion of their useful life; and
- (g) liabilities due to Change in Law or Force Majeure events;

Provided that in case of replacement of any assets, the additional capitalization shall be worked out after adjusting the gross fixed assets and cumulative depreciation of the assets replaced on account of de-capitalization:

Provided further that the generating company shall prepare guidelines for procurement and replacement of heavy mining equipment such as Heavy Earth Moving Machineries and share the same with the beneficiaries and submit it to the Commission along with its petition.

(2) The expenditure, in respect of the integrated mine(s), incurred or projected to be incurred after the date of achieving the Peak Rated Capacity may be admitted by the Commission subject to prudence check, and shall be capitalized as Additional Capital Expenditure, corresponding to the Annual Target Quantity of the respective years as specified in the Mining Plan, on following counts:

- (a) expenditure incurred on activities, if any, as per Mining Plan;
- (b) expenditure for works required to be carried out for complying with directions or order of any statutory authority;
- (c) liabilities arising out of compliance of order or decree of any court of law or award of arbitration;
- (d) expenditure for procurement and development of land as per the Mining Plan; and
- (e) liabilities due to Change in Law or Force Majeure events;

Provided that in case of replacement of any assets, the additional capitalization shall be worked out after adjusting the gross fixed assets, cumulative depreciation and cumulative repayment of loan of the assets replaced on account of de-capitalization.

(3) The expenditure on following counts shall not be considered as additional capital expenditure for the purpose of these regulations:

- a) expenditure incurred but not capitalized as the assets have not been put in service (capital work in progress);
- b) mine closure expenses;
- c) expenditure on works not covered under Mining Plan, unless covered under sub-clause (g) of Clause (1) or sub-clause (e) of Clause (2) of this Regulation;
- d) expenditure on replacement due to obsolescence of assets on account of completion of the

useful life or due to obsolescence of technology, if the original cost of such assets have not been de-capitalised from the gross fixed assets.

36F. Annual Extraction Cost: The Annual Extraction Cost of integrated mine(s) shall consist of the following components:

- (i) Depreciation;
- (ii) Interest on Loan;
- (iii) Return on Equity;
- (iv) Operation and Maintenance Expenses, excluding mining charge;
- (v) Interest on Working Capital;
- (vi) Mine closure expenses, if not included in mining charge; and
- (vii) Statutory charges, if applicable.

36G. Capital Structure, Return on Equity and Interest on Loan: (1) For integrated mine(s), debt-equity ratio as on the date of commercial operation and as on the date of achieving Peak Rated Capacity shall be considered in the manner as specified under Clause (1) of Regulation 18 of these regulations:

Provided that for integrated mine(s) in respect of lignite with the date of commercial operation prior to 1.4.2019, debt-equity ratio allowed by the Commission for the period ending 31.3.2019 shall form the basis for computation of input price.

(2) For integrated mine(s), debt-equity ratio for additional capital expenditure admitted by the Commission under these regulations shall be considered in the manner as specified under Clause (1) of this Regulation.

(3) Return on equity shall be computed in rupee terms on the equity base arrived under Clause (1) of this Regulation at the base rate of 14%.

(4) The base rate of return on equity as per Clause (3) of this Regulation shall be grossed up with the effective tax rate computed in the manner specified under Regulation 31 of these regulations.

(5) Interest on loan, including normative loan, if any, determined under Clause (1) of this Regulation, shall be arrived at by considering the weighted average rate of interest calculated on the basis of actual loan portfolio, in accordance with Clauses (2) to (7) of Regulation 32 of these regulations.

36H. Depreciation: (1) Depreciation in respect of integrated mine(s) shall be computed from the date of commercial operation by applying Straight Line Method:

Provided that depreciation methodology allowed in respect of integrated mine(s) of lignite which have been declared under commercial operation on or before 31.3.2019, shall continue to apply for determination of input price of lignite.

(2) The value base for the purpose of depreciation shall be the capital cost of the asset admitted by the Commission:

Provided that,

- i) freehold land or assets purchased from grant shall not be considered as depreciable assets and their cost shall be excluded from the capital cost while computing depreciable value of the assets;
- ii) where the allotment of freehold land is conditional and is required to be returned, the cost of such land shall be part of value base for the purpose of depreciation, subject to prudence check by the Commission; and
- iii) lease hold land shall be amortized over the lease period or remaining life of the integrated mine(s), whichever is lower.

(3) The salvage value of an asset shall be considered as 5% of the capital cost of the asset:

Provided that the salvage value shall be:

- i) zero for IT equipment and software;
- ii) zero or as agreed by the generating company with the State Government for land; and
- iii) as notified by the Ministry of Corporate Affairs under the Companies Act, 2013 for specialized mining equipment.

(4) Depreciation in respect of integrated mine(s) shall be arrived at annually by applying depreciation rates or on the basis of expected useful life specified in Appendix 1A of these regulations:

Provided that specialized mining equipment shall be depreciated as per the useful life and depreciation rate as notified by the Ministry of Corporate Affairs under the Companies Act, 2013.

36I. Operation and Maintenance Expenses: (1) The Operation and Maintenance Expenses in respect of integrated mine(s) shall be allowed as under:

(a) The Operation and Maintenance expenses in respect of integrated mine(s) of coal, for the tariff period ending on 31st March 2024 shall be allowed based on the projected Operation and Maintenance Expenses for each year of the tariff period subject to prudence check by the Commission;

Provided that the Operation and Maintenance expenses allowed under this clause shall be trued up based on actual expenses for the tariff period ending on 31st March, 2024.

(b) The Operation and Maintenance expenses for the tariff period ending on 31st March 2024 in respect of the integrated mine(s) of lignite commissioned on or before 31st March 2019, shall be worked out based on the Operation and Maintenance expenses as admitted by the Commission during 2018-19 and escalated at the rate of 3.5% per annum;

(c) The Operation and Maintenance expenses for the tariff period ending on 31st March 2024 in respect of the integrated mine(s) of lignite commissioned after 31st March 2019, shall be allowed based on the projected Operation and Maintenance Expenses for each year of the tariff period, subject to prudence check by the Commission;

Provided that the Operation and Maintenance expenses allowed under this clause shall be trued up based on actual expenses for the tariff period ending on 31st March 2024.

(2) Where the development and operation of the integrated mine(s) is undertaken by the generating company by engaging Mine Developer and Operator, the Mining Charge of such Mine Developer and Operator shall not be included in Operation and Maintenance Expenses under Clause (1) of this Regulation;

(3) Where an agency other than Mine Developer and Operator is engaged by the generating company, through a transparent competitive bidding process, for crushing or transportation or handling or washing or any combination thereof, the annual charges of such agency shall be considered as part of Operation and Maintenance Expenses under clause (1) of this Regulation, subject to prudence check by the Commission.

36J. Interest on Working Capital: (1) The working capital of the integrated mine(s) of coal shall cover:

- (i) Input cost of coal stock for 7 days of production corresponding to the Annual Target Quantity for the relevant year;
- (ii) Consumption of stores and spares including explosives, lubricants and fuel @ 15% of operation and maintenance expenses, excluding mining charge of Mine Developer and Operator and annual charges of the agency other than Mine Developer and Operator, engaged by the generating company; and
- (iii) Operation and maintenance expenses for one month, excluding mining charge of Mine Developer and Operator and annual charges of the agency other than Mine Developer and Operator, engaged by the generating company.

(2) The working capital of the integrated mine(s) of lignite shall cover:-

- (i) Input cost of lignite stock for 7 days of production corresponding to the Annual Target Quantity for the year;
- (ii) Consumption of stores and spare including explosives, lubricants and fuel @ 20% of Operation and Maintenance expenses, excluding Mining Charge of Mine Developer and Operator and annual charges of the agency other than Mine Developer or Operator, engaged by the generating company; and
- (iii) Operation and Maintenance expenses for one month, excluding Mining Charge of Mine Developer and Operator and annual charges of the agency other than Mine Developer and Operator, engaged by the generating company.

(3) The rate and payment of interest on working capital shall be determined in accordance with Clauses (3) and (4) of Regulation 34 of these regulations.

36K. Mine Closure Expenses: (1) Where the mine closure is undertaken by the generating company, the amount deposited in the Escrow account as per the Mining Plan, after adjusting interest earned, if any, on the said deposits shall be admitted as Mine Closure Expenses:

Provided that,

- a) the amount deposited in the Escrow account as per the Mining Plan prior to the Date of Commercial Operation of the integrated mine(s) shall be indicated separately and shall be recovered over the useful life of the integrated mine(s) in the form of annuity linked to the borrowing rate;
- b) the amount deposited in the Escrow account as per the Mining Plan or any expenditure incurred towards mine closure shall be excluded from the capital cost for computing input price;
- c) where the expenditure incurred towards mine closure falls short of or is in excess of the reimbursement received from the Escrow account during the tariff period 2019-24, the shortfall or excess shall be carried forward to the subsequent years for adjustments.

(2) The amount towards mine closure shall be deposited in the Escrow account as per the Mining Plan and shall be recovered as part of input price irrespective of the expenditure incurred towards mine closure during any of the years of the tariff period.

(3) Where mine closure is within the scope of Mine Developer and Operator engaged by the generating company and mine closure expenses are part of the Mining Charge of Mine Developer and Operator, the mine closure expenses shall be met out of the Mining Charge and no mine closure expenses shall be admissible to the generating company separately:

Provided that,

- a) the amount deposited in the Escrow account by the Mine Developer and Operator or by the generating company and any amount received from the Escrow Account against expenditure incurred towards mine closure shall not be considered for computing input price; and
- b) the difference between the borrowing cost, arrived at by considering the weighted average rate of interest calculated on the basis of actual loan portfolio in accordance with the methodology specified in Regulation 32 of these regulations, and the amount deposited in Escrow account and the interest received from Escrow account in a year shall be adjusted in the input price of coal or lignite of the respective year, as part of mine closure expenses, on case to case basis;

(4) Where the mine closure is within the scope of Mine Developer and Operator engaged by the generating company only for a part of useful life of the integrated mine(s) and the generating company undertakes the mine closure for the balance useful life, the treatment of mine closure during the period undertaken by the generating company shall be in accordance with Clause(1) of this Regulation and mine closure during the period undertaken by the Mine Developer and Operator shall be in accordance with Clause (3) of this Regulation:

Provided that the treatment of mine closure at the end of useful life of the integrated mine(s) shall be decided by the Commission on case to case basis.

(5) The mine closure expenses worked out in accordance with this Regulation shall not be applicable in case of the integrated mine(s) allocated through auction route under Coal Mines (Special Provisions) Act, 2015.

36L. Determination of Input Price: (1) The input price of coal or lignite shall be determined as under:

$$\text{Input Price} = [\text{ROM Cost} + \text{Additional charges}]$$

(2) The credit arising on account of adjustment due to shortfall in overburden removal, GCV Adjustment and Non-tariff Income, if any, shall be dealt separately in the manner specified in these regulations.

(3) Statutory Charges, as applicable, shall be allowed.

36M. Recovery of Input Charges: (1) The input charges of coal or lignite shall be recovered as under:

$$\text{Input Charges} = [\text{Input Price} \times \text{Quantity of coal or lignite supplied}] + \text{Statutory charges, as applicable};$$

Provided that where energy charge rate based on input price of coal from integrated mine(s) exceeds by 20% of energy charge rate based on notified price of Coal India Limited for the commensurate grade of coal in a month, prior consent of the beneficiary(ies) shall be required to be obtained by the generating company;

Provided further that where such consents of beneficiaries are not available, input price of coal from

such integrated mine(s) shall be so fixed that energy charge rate based on input price of coal from integrated mine(s) does not exceed by more than 20% the energy charge rate based on notified price of Coal India Limited for the commensurate grade of coal in a month;

Provided also that energy charge rate based on input price of coal does not lead to higher energy charge rate throughout the tenure of power purchase agreement than that which would have been obtained as per terms and conditions of the existing power purchase agreement.

(2) The generating company shall work out the comparative energy charge rate based on the input price of coal and notified price of Coal India Limited for the commensurate grade of coal for every month from the date of commercial operation of integrated mine(s) and share the same with beneficiaries.

36N. Adjustment on account of Shortfall of Overburden Removal (OB Adjustment): (1) The generating company shall remove overburden as specified in the Mining Plan.

(2) In case of shortfall of overburden removal during a year, the generating company shall be allowed to adjust such shortfall against excess of overburden removal, if any, during subsequent three years.

(3) In case of excess of overburden removal during a year, the generating company shall be allowed to carry forward such excess for adjustment against the shortfall, if any, during subsequent three years.

(4) Where the shortfall of overburden removal of any year is not made good by the generating company in accordance with Clause (2) of this Regulation, the adjustment on account of shortfall of overburden removal (OB Adjustment) for that year shall be worked out as under:

$$\text{OB Adjustment} = \frac{\text{[Factor of adjustment for shortfall of overburden removal during the year]} \times \text{[Mining Charge during the year + Operation and Maintenance expenses during the year]}}{\text{[Actual quantity of coal or lignite extracted during the year x Annual Stripping Ratio as per Mining Plan] - (Actual quantity of overburden removed during the year/ Annual Stripping Ratio as per Mining Plan)}/ (\text{Annual Target Quantity})}$$

Where,

- i) Factor of adjustment for shortfall of overburden removal during the year shall be computed as under:

$$\frac{\text{[(Actual quantity of coal or lignite extracted during the year x Annual Stripping Ratio as per Mining Plan) - (Actual quantity of overburden removed during the year/ Annual Stripping Ratio as per Mining Plan)]}}{\text{Annual Target Quantity}}$$
- ii) Annual Stripping ratio is the ratio of volume of overburden to be removed for one unit of coal or lignite as specified in the Mining Plan.
- iii) Mining Charge is the charge per tonne of coal or lignite paid by the generating company to the Mine Developer and Operator engaged by the generating company for mining, wherever applicable.
- iv) Mining Charge and Operation and Maintenance expenses shall be in terms of Rupees per tonne corresponding to the Annual Target Quantity.

(5) The provisions of this Regulation regarding adjustment on account of shortfall of overburden removal shall not be applicable in case of the integrated mine(s) allocated through auction route under Coal Mines (Special Provisions) Act, 2015.

36O. Adjustment on account of shortfall in GCV (GCV Adjustment): (1) In case the weighted average GCV of coal extracted from the integrated mine(s) in a year is higher than the declared GCV of coal for such mine(s), no GCV adjustment shall be allowed.

(2) In case the weighted average GCV of coal extracted from the integrated mine(s) in a year is lower than the declared GCV of coal of such mine(s), the GCV adjustment in that year shall be worked out as under:

(a) Where the integrated mine(s) are allocated through auction route under Coal Mines (Special Provisions) Act, 2015:

$$\text{GCV Adjustment} = \frac{\text{(Quoted Price of coal + Fixed Reserve Price)} \times \text{[(Declared GCV of coal - Weighted Average GCV of coal extracted in the year)/(Declared GCV of coal]}}{\text{}}$$

Where,

- i) Quoted Price of coal is the Final Price Offer of coal in respect of the concerned coal Block or Mine, along with subsequent escalation, if any, as provided in the Coal Mine Development and Production Agreement:

Provided that additional premium, if any, quoted by the generating company in auction, shall not be considered; and

- ii) Declared GCV of coal shall be the GCV of coal as specified or quoted in the auction.

(b) Where the integrated mine(s) are allocated through allotment route under Coal Mines (Special Provisions) Act, 2015:

$$\text{GCV Adjustment} = [(\text{Annual Extraction Cost/ATQ}) + (\text{Mining Charge})] \times [(\text{Declared GCV of coal} - \text{Weighted Average GCV of coal extracted in the year}) / (\text{Declared GCV of coal})]$$

Where,

- i) Annual Extraction Cost is the cost of extraction of coal as computed in accordance with Regulation 36F of these regulations;
- ii) Mining Charge is the charge per tonne of coal paid by the generating company to the Mine Developer and Operator engaged by the generating company for mining, wherever applicable; and
- iii) Declared GCV of coal shall be the average GCV as per the Mining Plan or as approved by the Coal Controller.

36P. Adjustment on account of Non-tariff income (NTI Adjustment): (1) Adjustment on account of non-tariff income (NTI Adjustment) for any year, such as income from sale of washery rejects in case of integrated mine of coal and profit, if any, from supply of coal to the Coal India Limited or merchant sale of coal as allowed under the Coal Mines (Special Provisions) Act, 2015 shall be worked out as under:

$$\text{NTI Adjustment} = \frac{\text{All Non-tariff income during the year}}{\text{Actual quantity of coal or lignite extracted during the year}}$$

(2) The adjustment on account of non-tariff income worked out in accordance with this Regulation shall not be applicable in case of the integrated mine(s) allocated through auction route under Coal Mines (Special Provisions) Act, 2015.

36Q. Credit Adjustment Note: (1) The credit arising on account of OB Adjustment, GCV Adjustment and NTI Adjustment shall be dealt through Credit Adjustment Note for any year.

(2) The Credit Adjustment Note shall be issued in favour of the specified end use generating stations on account of OB Adjustment, GCV Adjustment or NTI Adjustment, as the case may be, for that year as under:

- (i) OB Adjustment for the year X Quantity of coal or lignite supplied in that year;
- (ii) GCV Adjustment for the year X Quantity of coal or lignite supplied in that year; and
- (iii) NTI Adjustment in the year X Quantity of coal or lignite supplied in that year.

(3) The amount in Credit Adjustment Note shall be adjusted against the charges of coal or lignite supplied after the date of issue of Credit Adjustment Note. The integrated mine(s) shall prepare an annual reconciliation statement of such adjustment and furnish the same to all the end use plants and also publish the same on its website.

36R. Quality Measurement: The quality of coal or lignite supplied from the integrated mine(s) shall be measured at the loading point through third party sampling as per the guidelines and procedure specified by the Ministry of Coal, Government of India and records of such measurement of quality of coal shall be made available to the beneficiaries on demand.

36S. Special Provision: Provisions of Chapters 5 to 8 of these regulations shall not be applicable in case of integrated mine(s), except to the extent specifically provided for or referred to in Chapter-9:

Provided that the financial parameters required for determination of input price of coal or lignite from integrated mine(s), if not specifically provided for or referred to in Chapter-9, shall be considered as per provisions of these regulations as applicable to the coal or lignite based generating stations”.

17. Amendment to Regulation 59 of the Principal Regulations:

17.1. The existing Regulation 59 shall be treated as Clause (1) of Regulation 59 and a new Clause shall be added after Clause (1) of Regulation 59 of the Principal Regulations as under:

“(2) Unless otherwise agreed by the parties, the charges payable by a beneficiary or long term customer shall be first adjusted towards late payment surcharge on the outstanding charges and thereafter, towards monthly charges billed by the generating company or the transmission licensee, as the case may be, starting from the longest overdue bill.”

18. Amendment to Regulation 66 of the Principal Regulations:

18.1 A new clause, namely Clause (6), shall be added after Clause (5) of Regulation 66 of the Principal Regulations as under:

“(6) Where a generating company and its beneficiaries or a transmission licensee and its long-term customers have mutually agreed to charge lower tariff in respect of a particular generating station or transmission system in terms of Clauses (1) to (3) of this Regulation, the said agreed tariff shall not be

revised upwards at the time of truing up based on the capital cost and additional capital expenditures in accordance with these regulations:

Provided that where the trued up tariff is lower than the agreed tariff, the generating company or the transmission licensee shall charge such trued-up tariff only:

Provided further that the difference between the agreed tariff and the trued-up tariff shall be settled between the parties in accordance with Clause (4) of Regulation 13 of these regulations.”

SANOJ KUMAR JHA, Secy.

[ADVT.-III/4/Exty./257/2021-22]

Note: (1) The Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 were published in Part III- Section 4, No.144 of the Gazette of India (Extraordinary) dated May 3, 2019.

(2) The Central Electricity Regulatory Commission (Terms and Conditions of Tariff) (First Amendment) Regulations, 2020 were published in Part III- Section 4, No.53 of the Gazette of India (Extraordinary) dated Feb 3, 2021.

Appendix IA

(Depreciation Schedule for Integrated Mine)

DEPRECIATION SCHEDULE FOR INTEGRATED MINE		
Sr No	Asset Particulars	Life in Years
1	Land Freehold@	999
2	Land Leasehold	&&&
3	Temporary erections	1
4	HEMM ^s	8
5	Roads, bridges, culverts, helipads	25
6	Main Plant Buildings	30
7	Machinery other than HEMM	15
8	Water Supply, Drainage and sewerage	15
9	Furniture and Fixtures	15
10	Office equipment/s other than computers	15
11	Hospital equipment(s)	15
12	EDP, WP machines, SATCOM & communication equipment	15
13	Electrical installations	15
14	Self propelled vehicles	10
15	Computers, Software	3
16	Laboratory & workshop equipment	15
17	Mine Development Expenses and Evaluation and exploration [#]	20 or life of mine, whichever is lower
18	Evaluation and Exploration [#]	20 or life of mine, whichever is lower
19	Others not covered above	15

*	Salvage Value shall be other than 5% for following assets - a. IT Equipment, software Zero(0) b. Zero or as agreed with state Government in case of land c. For specialized mining equipment as specified by Ministry of Corporate affairs d. Mine Development expenses, Evaluation and Exploration Zero (0)
@	Petitioner to submit if the Freehold Land is attached with any conditions for return. If yes to submit the conditions and period after which the land is to be returned. In such case the land shall be depreciable based on such details.
&&&	To be filled by petitioner, least of lease agreement/mine life/right to use period
\$	List of individual HEMM with cost of each HEMM be provided separately
#	In generic sense Mine Development Expenditure is the expenditure incurred to bring the mine in usable condition after ensuring the economic viability and decision is taken by Mine Owner to develop the mine. While filling under this head details to the extent feasible are to be given separately. Evaluation and exploration expenditure is generally the expenditure incurred associated with finding the mineral by carrying out topographical, geological, geochemical and geophysical studies, exploratory drilling, trenching, sampling, expenditure for activities in relation to evaluation of technical feasibility and commercial viability, acquisition of rights to explore etc. While filling under this head details to the extent feasible are to be given separately.

No. 13016/29/2003-CA
Government of India
Ministry of Coal and Mines
Department of Coal
.....

New Delhi, the 11.10.2004

To ✓

The Chairman & Managing Director,
National Thermal Power Corporation Ltd.,
NTPC Bhawan, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi.

Subject :- Allotment of Pakri Barwadih Coal block in favour of National Thermal Power Corporation Ltd. to undertake coal mining for exclusive use of coal in their power plants.

Sir,

I am directed to refer to your letter No. 01/CMCW/MOC/067-623 dated 9.8.2004 on the subject mentioned above and hereby convey the 'in principle' consent of the Government of India to the working of Pakri Barwadih coal block by the National Thermal Power Corporation Limited within the provision of Central Government Company dispensation under Section 3(3)(a) (i) of the Coal Mines (Nationalisation) Act, 1973 subject to the following conditions :-

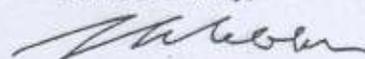
- i) Coal mining shall be carried on by NTPC or a separate company to be created with NTPC's participation provided such separate company is a Central Government company with coal mining as an object in its Memorandum of Association. This condition is necessitated under S. 3(3)(a)(i) of the Coal Mines (Nationalisation) Act, 1973 which allows coal mining to a Central Government Company.
- ii) Coal linkages from CIL/SCCL would not be disturbed in any way with coal mined from Pakri Barwadih block. NTPC shall continue to honor its commitment towards long-term linkage from these nationalized coal companies to their thermal power stations through FSAs.
- iii) All coal mined from the block, including any middlings or rejects etc, if washing is resorted to, shall be used in NTPC power plants. No coal will be disposed off in any other manner, whatsoever, without prior permission, in writing, of the Department of Coal.
- iv) NTPC would plan for both Open cast and underground mining in Pakri Barwadih coal block so as to extract the reserves below 300 meters as well at a later date.
- v) NTPC will do coal mining in accordance with the provisions of the Coal Mines (Nationalisation) Act, 1973, the MMDR Act, 1957, the Contract Labour (Regulation & Abolition) Act, 1970 and in compliance with all other mineral, environmental and labour laws and regulations governing the Indian Coal Industry.

vi) The mining lease will be executed in the name of the NTPC or such separate Government company which may be formed with equity participation by NTPC.

vii) Violation of any of the conditions imposed above on the part of NTPC or such separate Government Company, in mining and disposing of coal from the Pakri Barwadih coal block will render the mining lease liable for cancellation.

viii) NTPC may approach the CMPDIL to obtain the geological report of the block on payment of necessary exploration cost and obtain a mining lease to work the block as per the provisions of the MM (D&R) Act, 1957.

Yours faithfully,



(S. K. Kakkar)
Under Secretary

Annexure P-3



INTER OFFICE MEMO

From: Company Secretary

To: Shri S.N Goel
ED (Fuel Security)

Ref: 01:SEC:BM:8

Dated: 16.12.2010

Sub: Investment Approval for Pakri Barwadlh Coal Mining
Project, Rated Production Capacity of 15 MTPA

Kindly find enclosed an extract from the minutes of 360th Meeting of the Board of Directors held on Friday, November 12, 2010 on the above subject for your information and necessary action.

A.K. Rastogi
(A.K. RASTOGI)

Encl: As above

1 Gm (B, K & CB)

2 AEM (P&S)

→ 3 AEM (CM)

4 AEM (Contracts)

P.N.L.
18/12

EXTRACTS FROM THE MINUTES OF 360TH MEETING OF THE BOARD OF DIRECTORS HELD ON FRIDAY, NOVEMBER 12, 2010

8019 Item No.360.2.3 Investment Approval for Pakri Barwadih Coal Mining Project, Rated Production Capacity of 15 MTPA

Executive Director (Fuel Security) informed that the Project Sub-Committee of the Board had, in its 68th meeting held earlier in the day, considered the investment proposal for Pakri Barwadih Coal Mining Project and recommended the same for approval of the Board.

He then explained salient features of the proposal like location of the mine, status of land availability, statutory clearances and infrastructure development, demand-supply scenario etc. Executive Director (Fuel Security) further informed that total capital expenditure by NTPC for Pakri Barwadih coal block had been estimated as ₹ 3193.86 Crore as of 1st quarter 2010 price level including Interest During Construction (IDC) on Senior Debt of ₹ 142.19 Crore, Financing Charges (FC) of ₹ 8.61 Crore and Working Capital Margin money of ₹ 27.07 Crore.

Executive Director (Fuel Security) then informed that total production cost per tonne at 85% capacity utilization worked out to ₹ 1085.13 as under:

	Rs./tonne
MDO Base Mining Fee of ₹ 739/tonne, escalated to March, 2010, as per PV given in Bid	760.82
Additional charges payable to MDO towards O&M of extended CHP (tentative as mentioned in Award Proposal, to be finalized)	6.26
Service Tax on MDO Fee (@10.30%)	79.01
NTPC Operating cost (Revenue expenditure including interest on Working Capital)	64.58
NTPC Investment (₹ 3193.86Cr) servicing cost a. Interest : ₹ 68.47 b. Depreciation & Amortization of land value : ₹ 106.00	174.47
Total production Cost (excluding Royalty & SED)	1085.13

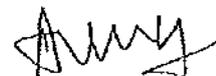
Executive Director (Fuel Security) then stated that as per Tariff Regulation 2009-14, Rate of Return notified by CERC was 16% (post-tax) which after grossing up with applicable income-tax rate, worked out to 23.9593%. Taking Return on Equity as 23.9593% (pre-tax), Transfer Price of coal from Pakri Barwadih Mine worked out to ₹ 1272.61 / tonne.

Executive Director (Fuel Security) also informed that while appraising the Project's projected performance, Infrastructure Development Finance Company Limited (IDFC) concluded that the Project if implemented through outsourced model, could be considered as financially viable.

The Board, after discussions, passed the following resolution:

Resolved that the Investment Approval be and is hereby accorded for Pakri Barwadh Coal Mining Project (15 Million Tonnes Per Annum) at Infrastructure Development Finance Company Limited (IDFC) appraised current estimated cost as of 1st quarter 2010 price level of ₹ 3193.86 Crore including Interest During Construction (IDC), Financing Charges (FC) of ₹ 150.80 Crore (₹ 142.19 Cr + ₹ 8.61 Cr) and Working Capital Margin (WCM) of ₹ 27.07 Crore, as per the memorandum submitted before the Board.

XXXX



Copy: ED (F.T)
Gen (Coal Mining)
may please see
Norman
14/11



INTER OFFICE MEMO

FROM : COMPANY SECRETARY

TO: Shri N.K. Sharma
ED (R&R, Safety & CSR)

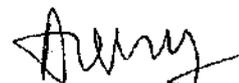
REF. NO. : 01: SEC: BM:8

DATED : 12.11.2012

CC: GM (Fin-Budget)

SUBJECT: Proposal for approval of additional provisions for payment to claimant to claimant on Government Land and Forest Land for Pakri Barwadih Coal Block.

Please find enclosed an extract from the Minutes of 388th Meeting of the Board of Directors held on Wednesday, 7th November 2012 on the above subject for your information and necessary action.


(A.K. RASTOGI)

Encl.: As above

copy: Azam (R&R)

copy: Brand file

**EXTRACTS FROM THE MINUTES OF 387TH MEETING OF THE
BOARD OF DIRECTORS HELD ON FRIDAY, 26TH OCTOBER 2012**

**Item No.387.2.8 Proposal for approval of additional provisions for
payment to claimants on Government Land and Forest
Land for Pakri Barwadih Coal Block**

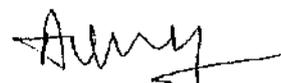
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The Board, after discussions, passed the following resolution:

Resolved that the proposal for additional provisions of Rs. 40 Crore for payment to claimants, settled on Government land for more than 30 years and dwellers on forest land eligible under relevant Forest Act, for Pakri Barwadih coal block, as detailed in the Memorandum submitted before the Board, be and is hereby approved.

Further resolved that the Chairman & Managing Director be and is hereby authorized to approve any subsequent re-appropriation / modification within total provisions for land acquisition and Rehabilitation Action Plan (RAP) as per State Government guidelines issued from time to time.

XXXX





INTER OFFICE MEMO

From: Dy. Co. Secretary

To: GM (HR) I/c

→ CC: ED (FT)

Ref: 01:SEC:BM:8

Dated: 28.03.2013

Sub.: Revised Compensation cum R&R package as approved by Government of Jharkhand (GOJ) for Pakri-Barwadih Coal Mining Project

Please find enclosed extracts from the minutes of 393rd Meeting of the Board of Directors held on March 22, 2013 on the above subject for your information and necessary action.

Nandini Sarkar
(N. Sarkar)

Encl: As above

Gm/eng
Sankarh?

Bond mtg
General file

A
28/03

**EXTRACTS FROM THE MINUTES OF 393RD MEETING OF THE BOARD
OF THE DIRECTORS HELD ON FRIDAY, MARCH 22, 2013**

**Item No.393.2.9 Revised Compensation cum R&R package as
approved by Government of Jharkhand (GOJ)
for Pakri-Barwadih Coal Mining Project**

XX						
XX						

The Board, after discussions, passed the following resolution:

Resolved that the Revised Compensation cum R&R package as approved by Government of Jharkhand (GOJ) for Pakri Barwadih coal mining project involving an additional tentative financial expenditure of Rs.10041 Million (excluding Rs.15593 Million already approved) as broadly detailed in the Memorandum submitted before the Board be and is hereby approved.

Further resolved that the Chairman & Managing Director be and is hereby authorized to approve any subsequent re-appropriations in the overall approved investment amount of Rs. 25634 Million.

Further resolved that Executive Director (Fuel Transportation) be and is hereby authorized to take further necessary action in the above matter.

XXXXX

Nandini Sarker

**INTER OFFICE MEMO**

From: ED & Co. Secretary

To: Shri S. Ghosh
ED (HR)

Ref.: 01:SEC:BM:8

Dated: 26.03.2015

**Sub.: Revised Compensation & special assistance Package to encroachers
for Pakri-Barwadih Coal Mining Project**

Please find enclosed extracts from the minutes of 418th meeting of the Board of Directors held on Wednesday, 25th March, 2015 on the above subject for your information and necessary action.


(A.K. RASTOGI)

Encl: As above

EXTRACTS FROM THE MINUTES OF 418th MEETING OF THE BOARD OF DIRECTORS HELD ON WEDNESDAY, 25th MARCH 2015

Item No.418.2.1 Revised Compensation & Special assistance package to encroachers for Pakri-Barwadh Coal Mining Project

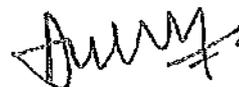
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XX	XX	XX	XX	XX	XX

The Board, after discussions, passed the following resolution:

Resolved that the Revised Compensation and Special assistance package to encroachers, as decided in the meeting with Government of Jharkhand (GOJ) for Pakri-Barwadh Coal Mining Project, involving an additional tentative financial expenditure of Rs. 3542 Million (over and above the already approved Rs. 25634 Million), as broadly detailed in the Memorandum placed before the Board, be and is hereby approved.

Further resolved that the Chairman & Managing Director be and is hereby authorized to approve any subsequent re-appropriations in the overall approved amount of Rs. 29176 Million towards Land and R&R.

Further resolved that Regional Executive Director (Coal Mining) be and is hereby authorized to take further necessary action in the above matter.



**INTER OFFICE MEMO****FROM :** COMPANY SECRETARY**TO:** Shri Prashant Kashyap
HOP (Pakri Barwadih)Through
email
only**REF. NO. :** 01: SEC: BM: 8**DATED :** 1.1.2021**SUBJECT:** Additional Land Compensation on account of delayed land payment and indexation of R&R Benefits including Investment approval for Phase IV, V for Pakri Barwadih Coal Mining Projects at Hazaribagh

Please find enclosed extracts from the minutes of 492nd Meeting of the Board of Directors held on Saturday, 26th December 2020 on the above subject for your information and necessary action.

(Nandini Sarkar)**Encl.: As above**

EXTRACTS FROM THE MINUTES OF 492ND MEETING OF THE BOARD OF DIRECTORS HELD ON SATURDAY, 26TH DECEMBER, 2020

Item no. 492.2.7 Additional Land Compensation on account of delayed land payment and indexation of R&R Benefits including Investment approval for Phase IV, V for Pakri Barwadih Coal Mining Projects at Hazaribagh

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The Board, after discussion, passed the following resolution:

Resolved that special assistance package for additional land compensation including land for Ph.-I to Ph.-V, in line with the Minutes of Meeting with Govt. of Jharkhand dated 15.12.2020 for Pakri Barwadih Coal Mining Project involving total tentative financial implication of Rs. 3699.8 Million towards additional land compensation on account of delayed payment and Ph.-IV to Ph.-V land of PB (excluding PB-NW) be and is hereby approved.

Further resolved that special assistance package for additional land compensation for LA land, in line with the Minutes of Meeting with Govt. of Jharkhand dated 15.12.2020 for Pakri Barwadih Coal Mining Project involving total tentative financial implication of Rs. 110 Million towards additional land compensation on account of delayed payment be and is hereby approved.

Further resolved that special assistance package for additional R&R benefits, in line with the Minutes of Meeting with Govt. of Jharkhand dated 15.12.2020 for Pakri Barwadih Coal Mining Project involving total tentative financial implication of Rs. 714.5 Million towards indexation of R&R benefits to Homestead Oustees be and is hereby approved.

Further resolved that the Chairman & Managing Director be and is hereby authorized to approve any subsequent re-appropriation in the overall approved amount of Rs. 33700.6 Million (29176.3 Million + 3699.8 Million + 110 Million + 714.5 Million) towards land and R&R cost of Pakri Barwadih Coal Mining Project.

Further resolved that Executive Director (PB, CB & Badam) be and is hereby authorized to take further necessary action in the above matter.

Nandini Sarkar



A Maharatna Company

Annexure P-5

एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

NTPC Limited

(A Govt. of India Enterprise)

केन्द्रीय कार्यालय / Corporate Centre

Ref. No.:01/ FA/ISD/Compliance/2019-20

Dated: 01.04.2019

Manager Listing Department National Stock Exchange of India Ltd. Exchange Plaza Bandra Kurla Complex, Bandra(E) Mumbai-400 051 Fax No: 022 -26598237/26598238/66418125/ 66418126 Email:- cmlist@nse.co.in	General Manager Department of Corporate Services BSE Limited Floor 25, Phiroze Jeejeebhoy Towers Dalal Street Mumbai-400 001 Fax No: 022 -22721072/22722037/22722039/ 22722041/22722161/22723577 Email:- corp.relations@bseindia.com
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Corporate Disclosure: Declaration of Commercial Operation of Pakri Barwadih Coal Mine

Dear Sir,

In line with the Corporate Disclosure requirements, we wish to inform that based on achievement of approved norms; Pakri Barwadih Coal Mine of NTPC Limited is declared on commercial operation w.e.f 01.04.2019.

Yours faithfully,


(Aditya Dar)

General Manager (Finance)

पंजीकृत कार्यालय : एनटीपीसी भवन, स्कोप कॉम्प्लेक्स, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110003
कार्पोरेट पहचान नम्बर: L40101DL1975GO1007966 टेलीफोन नं.: 011-24387333 फैक्स नं.: 011-24361018 ईमेल : ntpccc@ntpc.co.in वेबसाइट : www.ntpc.co.in

Registered Office : NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003
Corporate Identification Number : L40101DL1975GO1007966 Tel. : 011-24387333 Fax : 011-24361018 E-mail : ntpccc@ntpc.co.in
Website : www.ntpc.co.in

**INTER OFFICE MEMO**

FROM : Company Secretary **TO** : Shri Partha Mazumder
CGM (PB, CB & K) Through
email
only

REF. NO. : 01: SEC: BM: 8 **CC** : Shri Rajnish Bhagat
ED (Commercial)

DATED : 26.12.2018

SUBJECT : **Declaration of Commercial Operation Date (COD) of Pakri Barwadih**

Please find enclosed extracts from the Minutes of 467th Meeting of the Board of Directors held on Wednesday, 19th December 2018 on the above subject for your information and necessary action.

Nandini Sarkar

(Nandini Sarkar)

Encl.: As above

EXTRACTS FROM THE MINUTES OF 467TH MEETING OF THE BOARD OF DIRECTORS HELD ON WEDNESDAY, 19TH DECEMBER 2018

Item no. 467.2.12

Declaration of Commercial Operation Date (COD)
of Pakri Barwadih

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The Board, after discussion, passed the following resolution:

Resolved that the proposal to declare Commercial Operation Date (COD) of Pakri Barwadih Coal Mine with effect from 1.4.2019 as contained in memorandum submitted before the Board be and is hereby approved.

Further resolved that the Chairman & Managing Director be and is hereby authorized to take further necessary actions in this regard.

Nandini Senka

उपायुक्त का कार्यालय, हजारीबाग
(गोपनीय शाखा)
आदेश

नेशनल थर्मल पावर कॉर्पोरेशन लिमिटेड, जो भारत सरकार का उद्यम है का हजारीबाग जिले अन्तर्गत बड़कागांव प्रखंड के पकरी बरवाडीह एवं केरेडारी प्रखंड के चट्टीवरियातु तथा केरेडारी माइनिंग ब्लॉक उत्खनन हेतु भारत सरकार के द्वारा उपायुक्त को गई है। महाप्रबन्धक, नेशनल थर्मल पावर कॉर्पोरेशन के द्वारा सूचित किया गया है कि पकरी बरवाडीह कोल माइनिंग ब्लॉक में उत्खनन का कार्य 2008 से आरंभ किया जाना प्रस्तावित है। इस संबंध में भू-अर्ज की कार्रवाई प्रारंभ कर दी गई है।

कोयला उत्खनन के पूर्व संबंधित क्षेत्र/ग्रामों से प्रभावित व्यक्तियों (विस्थापितों) के सुव्यवस्थित ढंग से स्थानान्तरित करने के उद्देश्य से एवं नेशनल थर्मल पावर कॉर्पोरेशन तथा ग्रामीणों के बीच आवश्यक समन्वय हेतु Village Development Advisory Committee के गठन का प्रस्ताव नेशनल थर्मल पावर कॉर्पोरेशन द्वारा दिया गया है। कोयला उत्खनन का कार्य निम्नांकित ग्रामों में प्रस्तावित है:-

क्र.	ग्राम	प्रखंड	क्र.	ग्राम	प्रखंड	क्र.	ग्राम	प्रखंड
1	कण्डाबेर +	केरेडारी	10	डुब	बड़कागांव	19	बड़कागांव 10	बड़कागांव
2	देवरिया कला	केरेडारी	11	चिरुडीह	बड़कागांव	20	लगातु	बड़कागांव
3	बरियातु	केरेडारी	12	नगरी	बड़कागांव	21	सोनबरसा	बड़कागांव
4	जबरा +	केरेडारी	13	डारीकला	बड़कागांव	22	सिन्दुरी	बड़कागांव
5	देवक्रिया खुर्द	केरेडारी	14	चिपाकला	बड़कागांव	23	चुरचू	बड़कागांव
6	बसरिया	केरेडारी	15	चेपाखुर्द	बड़कागांव	24	केरी	बड़कागांव
7	नावाडीह 0 1/2	केरेडारी	16	जुगारा	बड़कागांव	25	डेमा	बड़कागांव
8	सिरमा + 0 1/2	केरेडारी	17	आरहरा	बड़कागांव	26	लकुरा	बड़कागांव
9	इतीज	केरेडारी	18	पकरीबरवाडीह	बड़कागांव			

उपर्युक्त परिप्रेक्ष्य में संबंधित ग्रामों के लिए निम्न विवरण के अनुसार Village Development Advisory Committee का गठन किया जाता है:-

1. अंचल अधिकारी, बड़कागांव/केरेडारी, अध्यक्ष
2. प्रखंड विकास पदाधिकारी, बड़कागांव/केरेडारी, सदस्य(सह अध्यक्ष)
3. बाल विकास परिषद पदाधिकारी, बड़कागांव/केरेडारी, सदस्य
4. प्रखंड कल्याण पदाधिकारी, बड़कागांव/केरेडारी, सदस्य
5. प्रखंड शिक्षा प्रसार पदाधिकारी, बड़कागांव/केरेडारी, सदस्य
6. प्रभारी सहायक अभियन्ता, बड़कागांव/केरेडारी, सदस्य
7. नेशनल थर्मल पावर कॉर्पोरेशन लिमिटेड के द्वारा नामित गवाह/अधिकारी - 3

8. संबंधित ग्राम के स्वच्छ छवि वाले निर्विवाद वरिष्ठ सामाजिक कार्यकर्ता-11 इसमें से 3 महिला सदस्य, 3 अनुसूचित जाति सदस्य एवं 2 अनुसूचित जनजाति सदस्य होंगे। अनुसूचित जनजाति अनुपलब्ध होने पर अनुसूचित जाति या महिला सदस्य होंगे।

9. माननीय विधायक एवं माननीय सांसद या उनके प्रतिनिधि- 2 संबंधित ग्रामों के लिए सदस्यों को प्रखंड विकास पदाधिकारी के द्वारा नामित किया जाएगा। प्रत्येक प्रभावित ग्राम के लिए अलग-अलग समिति होगी एवं तदनुसार सदस्य नामित किए जायेंगे। यह समिति भू-अर्जन कार्रवाई की प्रगति, मुआवजा भुगतान की स्थिति की समीक्षा, प्रत्येक माह करेगी। समिति के कार्यक्षेत्र का विस्तार आवश्यकतानुसार किया जा सकेगा।

[Handwritten Signature] 06

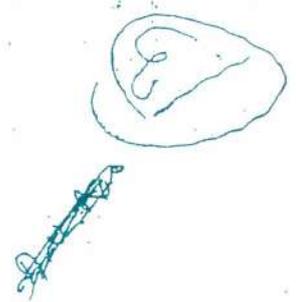
ज्ञापक 2697 सी०

उपायुक्त, हजारीबाग।
हजारीबाग दिनांक 3/7/2006
प्रतिलिपि : पुलिस अधीक्षक, हजारीबाग/अपर समाहर्ता, हजारीबाग/अनुमण्डल पदाधिकारी, सदर, हजारीबाग/जिला भू-अर्जन पदाधिकारी/सभी संबंधित सदस्य को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

प्रतिलिपि : महाप्रबंधक, एन०टी०पी०सी० लिमिटेड, नवाबगंज, हजारीबाग को सूचनार्थ प्रेषित। अनुरोध है कि उपर्युक्त Village Development Advisory Committee के लिए 3 सदस्यों को नामित करने का कार्य करे।

[Handwritten Signature] 06

उपायुक्त, हजारीबाग।



**JHARKHAND REHABILITATION
AND RESETTLEMENT
POLICY- 2008 (JRRP- 08)**



**Department of Revenue and Land Reforms
Jharkhand**

CHAPTER -1

1. PREAMBLE :

- 1.1 Historical analysis of Jharkhand State clearly shows that there have been many uprisings by the people of Jharkhand, especially the tribal chieftains primarily because they were agitated against outside interference in their culture and customs. After independence, the tribals and the local people fought for a separate State in order to protect their interests and finally in November, 2000, their dream for a separate State was fulfilled. People of Jharkhand were of the view that with rich natural resources of the State, industrialization of Jharkhand will ensure a golden future to the people of Jharkhand. In past, vast areas of land were acquired under the L.A. Act of 1894 and the C.B.A. (A.&D)Act, 1957 for the establishment of industries, dams and mines etc. Large number of people were displaced due to these land acquisitions, in which these local people lost their land, forest, water bodies, community identity, culture and livelihood. But due to illiteracy and lack of technical qualification, these local people could not get direct or indirect jobs in the industries and mines etc and could not become part of the development process. Thus because of the different life style of the local people , they could not get advantage by this process of development. In the last seven years, after the creation of Jharkhand, attempts to develop them also have not yielded the desired results. Hence, it is necessary for us to take stock of the present situation with regard to industrialization and land acquisitions for industries etc and formulate a suitable Rehabilitation and Resettlement Policy that will ensure the welfare of the affected people as well as that of the investors.

Jharkhand State has more than 55 % as Scheduled areas under the Fifth Schedule to the Constitution of India, which is rich in natural resources (which has been beneficial as well as harmful to the people of Jharkhand, especially the Scheduled Tribes). Natural justice demands that any development activity taking place within Jharkhand should also benefit the project affected local people, who sacrifice their land, forest, water resources and other natural resources unlike migrants or investors from outside. The past experience of the people indicates that most of those who were displaced due to various projects in Jharkhand, have neither been properly rehabilitated nor resettled. Thus displacement has resulted in the exodus of the local populace from the State in search of livelihood elsewhere.

Those who migrated into Jharkhand in search of new job opportunities has also increased manifold in the last 60 to 70 years. This has resulted in change of demographic profile of Jharkhand. The social, economic, political and cultural identity of the people of Jharkhand, especially the tribals, has been adversely affected because of the migrant groups. The percentage of tribals in Jharkhand has come down from over 50% in 1931 to 26.3% in 2001. The decrease in the percentage of the tribal population has resulted in the gradual decrease in the Legislative Assembly seats reserved for Scheduled Tribes from 32 to 28 in 1971 and the Delimitation Commission proposed to decrease it further from 28 to 21 based on the census of 2001. Similarly the reserved seats for Scheduled Tribes from Jharkhand for the Lok Sabha was reduced from 7 to 5 in 1971 and the Delimitation Commission proposed to decrease it further from 5 to 4 based on the census of 2001. Hence, there is need to safeguard the interests of Scheduled Tribes and the local people in the process of industrialization.

- 1.2 Provision of public facilities or infrastructure often requires the exercise of legal powers by the State under the principle of *eminent domain* for acquisition of private property, leading to involuntary displacement of people, depriving them of their land, livelihood and shelter; restricting their access to traditional resource base, and uprooting them from their socio-cultural environment. These have traumatic, psychological and socio-cultural consequences on the affected population which call for protecting their rights, in particular of the weaker sections of the society including members of the Scheduled Castes, Scheduled Tribes, marginal farmers and women.
- 1.3 There is imperative need to recognise rehabilitation and resettlement issues as intrinsic to the development process formulated with the active partnership of the affected persons, rather than as externally imposed requirements. Additional benefits beyond monetary compensation have to be provided to the families affected adversely by involuntary displacement. The plight of those who do not have legal or recognised rights over the land, e.g. those occupying *Gairmajarua* land or forest land, on which they are critically dependent for their subsistence, is even worse. This calls for a broader concerted effort on the part of the planners to include in the displacement, rehabilitation and resettlement process framework not only those who directly lose land and other assets but also those who are affected by such acquisition of assets. The displacement process often poses problems that make it difficult for the affected persons to continue their earlier livelihood activities after resettlement. This requires a careful assessment of the economic disadvantages and social impact of displacement. There must also be a holistic effort aimed at improving the all round living standards of the affected people.
- 1.4 A comprehensive Jharkhand State Policy on Resettlement and Rehabilitation is needed to address the various issues that have cropped up over the years. In the Scheduled areas of the State, the consultation with the Gram Sabha or the Panchayats shall be in accordance with the Provisions of Panchayats (Extension to the Scheduled Areas) Act of 1996 (40 of 1996). There should be a clear perception, through a careful quantification of the costs and benefits that will accrue to society at large, of the desirability and justifiability of each project. The adverse impact on affected families - economic, environmental, social and cultural- needs to be assessed in a participatory and transparent manner. The over all aim of this policy will be to ensure development with justice to the people and provision of adequate employment in the projects.
- 1.5 The aim of this Rehabilitation & Resettlement policy is to minimize large-scale displacement, as far as possible. Only the minimum area of land commensurate with the purpose of the project should be acquired. Also, as far as possible, projects may be set up on wasteland, degraded land or un-irrigated land. Acquisition of agricultural land for non-agricultural use, which can not be reclaimed after use as in the mining project, lands of S.C. and S.T. groups, multi-cropped land and irrigated land should be avoided as far as possible. Prior to initiating the acquisition of land for a project, the State Government should, *inter alia*, take into consideration the alternatives that will:
- (i) minimise the displacement of people due to the acquisition of land for the project;
 - (ii) minimise the total area of land to be acquired for the project; and
 - (iii) the acquisition of agricultural land for non-agricultural use.
- The options assessment may be in terms of the alternative project plans, potentially suitable sites, technological choices available, or a combination of these. Suitable institutional mechanism should be developed and adopted by the State Government for carrying out the task in a transparent manner.

- 1.6 Where large numbers of families are affected, it must be mandatory to do social impact assessments and provide all required infrastructural facilities and amenities in the resettlement area. More particularly, where the Scheduled Tribes people are being displaced in sizeable numbers, a well thought out Tribal Development Plan must be put in place. Scheduled Tribes people should be consulted to determine and develop priorities and strategies for their development. In particular, tribal people would be actively involved in determining health, housing and other socio-economic programmes affecting them.
- 1.7 Furthermore, such a policy must specify clear timeframes within which the implementation of the rehabilitation package as well as utilization of the land shall be accomplished. Also, it should lay down an effective monitoring and grievance redressal mechanism.

While formulating this Rehabilitation and Resettlement Policy, all these relevant issues have been suitably taken into account.

CHAPTER – II

2. Objectives of the Jharkhand Rehabilitation and Resettlement Policy

- 2.1 The objectives of the Jharkhand Rehabilitation and Resettlement Policy are as follows:
- (a) to minimise displacement and to promote, as far as possible, non-displacing or least-displacing alternatives;
 - (b) to ensure adequate rehabilitation package and expeditious implementation of the rehabilitation process with the active participation of the affected families;
 - (c) to ensure that special care is taken for protecting the rights of the weaker sections of society, especially members of the Scheduled Tribe and Scheduled Castes with concern and sensitivity;
 - (d) to provide a better standard of living, making concerted efforts for providing sustainable income to the affected families;
 - (e) to integrate rehabilitation concerns into the development planning and implementation process; and
 - (f) where displacement is on account of land acquisition, to facilitate harmonious relationship between the requiring body and affected families through mutual cooperation.

CHAPTER - III

3. Definitions:-

3.1 The definition of various expressions used in this policy are as follows:

- (a) "*Administrator for Rehabilitation and Resettlement* " means an officer not below the rank of Deputy Commissioner appointed for the purpose of resettlement and rehabilitation of affected persons;
- (b) "*affected family*" means:
 - (i) a family whose primary place of residence or other property is adversely affected by the acquisition of land for a project or involuntary displacement for any other reason; or

- (ii) any agricultural or non-agricultural labourer, landless person (not having homestead land, agricultural land, or either homestead or agricultural land), rural artisan, small trader or self-employed person; who has been residing or engaged in any trade, business, occupation or vocation continuously for a period of not less than fifteen years in the Non-Scheduled areas and thirty years in the Scheduled Areas of the State preceding the date of declaration of the affected area as certified by the concerned Gram Sabha in supervision of the Administrator and who has been deprived of earning his livelihood or alienated wholly or substantially from the main source of his trade, business, occupation or vocation because of the acquisition of land in the affected area or being involuntarily displaced for any other reason;
- (c) "*affected area*" means area of village or locality notified by the State Government under paragraph 6.1 of this policy;
- (d) "*agricultural labourer*" means a person, primarily resident in the affected area for a period of not less than fifteen years in the Non-Scheduled areas and thirty years in the Scheduled Areas of the State immediately before the declaration of the affected area as certified by the concerned Gram Sabha, who does not hold any land in the affected area but who earns his livelihood principally by manual labour on agricultural land therein immediately before such declaration and who has been deprived of his livelihood;
- (e) "*agricultural land*" includes lands being used for the purpose of:
- (i) agriculture or horticulture;
 - (ii) dairy farming, poultry farming, pisciculture, breeding of livestock or nursery growing medicinal herbs;
 - (iii) raising of crops, grass or garden produce; and
 - (iv) land used by an agriculturist for the grazing of cattle, but does not include land used for cutting of wood only;
- (f) "*Commissioner for Rehabilitation and Resettlement*" means the Commissioner for Rehabilitation and Resettlement appointed by the State Government not below the rank of Commissioner or of equivalent rank of the State Government;
- (g) "displacement" means loss of homestead or place of residence ;
- (h) "*family*" includes a person, his or her spouse, unmarried sons, unmarried daughter, unmarried brothers, unmarried sisters and also includes "nuclear family" consisting of a person, his or her spouse and minor children.

Provided that each of the following categories will be treated as a separate family for the purpose of extending rehabilitation benefits under this policy :

- (i) unmarried men or unmarried women of more than 30 years of age.
 - (ii) physically and mentally challenged person irrespective of age and sex; (duly certified by the authorized Medical Board). For this purpose, the blind/deaf/ the orthopedically handicapped/ mentally challenged person suffering from more than 40% permanent disability will only be considered as separate family.
 - (iii) minor orphan, who has lost both his/her parents.
 - (iv) a widow.
- (i) "gram sabha" means gram sabha as defined in the Jharkhand Panchayat Raj Act, 2001;
- (j) "*holding*" means the total land held by a person as an occupant or tenant or as both;
- (k) "*raiyat*" means a person whose name is included in the revenue records of the parcel of land under reference;

- (l) "*land acquisition*" or "*acquisition of land*" means acquisition of land under the Land Acquisition Act, 1894 (1 of 1894), as amended from time to time, or any other law of the Union or the State for the time being in force;
- (m) "*municipal area*" means municipal area as defined in Jharkhand Municipal Corporation Act, 2001.
- (n) "*non-agricultural labourer*" means a person who is not an agricultural labourer but is primarily residing in the affected area for a period of not less than fifteen years in the Non-Scheduled Areas and thirty years in the Scheduled Areas of the State immediately before the declaration of the affected area as certified by the concerned Gram Sabha and who does not hold any land under the affected area but who earns his livelihood principally by manual labour or as a rural artisan immediately before such declaration and who has been deprived of earning his livelihood principally by manual labour or as such artisan in the affected area;
- (o) "*notification*" means a notification published in the Gazette of State of Jharkhand;
- (p) "*nuclear family*" includes a person, his or her spouse and minor children;
- (q) "*Occupiers*" means members of the Scheduled Tribes and other forest dwellers in possession of forestland prior to the 13th day of December 2005;
- (r) "*Tribunal*" means the person appointed under paragraph 8.3 of this policy for redressal of grievances;
- (s) "*prescribed*" means, unless otherwise specified, prescribed by guidelines or orders issued by the State Government under this policy;
- (t) "*project*" means a project involving land which involves involuntary displacement of people and which relates to sectors of iron & steel, aluminium, power generation, cement and includes such other projects as so notified by the Government of Jharkhand from time to time .
Provided that the project shall not include any land acquisition for Industrial Area Development Authorities/ Industrial Estates.
- (u) "*requiring body*" means a company, a body corporate, an institution, or any other organisation for whom land is to be acquired by the State Government.
- (v) "*resettlement area*" means any area so declared under paragraph 6.9 of this policy by the State Government;

CHAPTER- IV

4. Social Impact Assessment (SIA) of Projects

- 4.1 Whenever it is desired to undertake a new project or expansion of an existing project, which involves involuntary displacement of one hundred or more families *en masse* in any project, the Administrator shall ensure that a Social Impact Assessment (SIA) study is carried out in the proposed affected areas in such manner as may be prescribed.
- 4.2.1 The above SIA report shall be prepared in such proforma as may be prescribed, considering various alternatives, and using agencies accredited in the manner prescribed. The SIA report shall be completed within thirty days.
- 4.2.2 While undertaking a social impact assessment, the State Government through Administrator shall, *inter alia*, take into consideration the impact that the project will have on public and community properties, assets and infrastructure; particularly, roads, public transport, drainage, sanitation, sources of safe drinking water, sources of drinking

water for cattle, community ponds, grazing land, plantations (social forestry or agro forestry); public utilities, such as post offices, fair price shops etc., food storage godowns, *panchayatghars*, Cooperative Societies, seed-cum-fertilizer storage, irrigation, child and mother supplemental nutritional services, children's playground, parks, community centres, electricity supply, health care facilities, schools and educational/training facilities, places of worship, land for traditional tribal institutions, burial and cremation grounds, service land and security arrangements etc. as well as on culture and traditions of primitive tribes and scheduled tribes.

- 4.3.1 Where it is required as per the provisions of any law, rules, regulations or guidelines to undertake environmental impact assessment also, the SIA study shall be carried out simultaneously with the Environmental Impact Assessment (EIA) study.
- 4.3.2 In cases where both EIA and SIA are required, the public hearing done in the project-affected area for EIA shall also cover issues related to SIA. Such public hearing shall be organized by the Administrator for Rehabilitation and Resettlement. The public hearing shall be completed within a period of thirty days
- 4.3.3 Where there is no requirement for EIA, the SIA report shall be made available to the public through public hearing to be organized by Administrator for Rehabilitation and Resettlement.
- 4.4.1 The SIA report shall be examined by an independent multi-disciplinary expert group constituted for the purpose by the State Government. Two non-official social science and rehabilitation experts, the Secretary of the department concerned with the welfare of Scheduled Tribes and Scheduled Castes of the State Government or his representative, and a representative of the requiring body shall serve on this expert group.
- 4.4.2 Where both EIA and SIA are required, a copy of the SIA report shall be made available to the agency prescribed in respect of environmental impact assessment by the Ministry of Environment and Forests, and a copy of the EIA report shall be shared with the expert group mentioned in paragraph 4.4.1.
- 4.5 The SIA clearance shall be accorded by the Commissioner for Resettlement and Rehabilitation as per the procedure and within a maximum period of thirty days from the date of public hearing.
- 4.6 The SIA clearance shall be mandatory for all projects involving involuntary displacement of one hundred or more families *en masse* in any area, and the conditions laid down in the SIA clearance shall be duly followed by all concerned. Before initiation of land acquisition, the requiring body shall be required to provide written undertaking to abide by the provisions of this Rehabilitation and Resettlement policy.

CHAPTER – V

5. Appointment of Administrator and Commissioner for Resettlement and Rehabilitation and their powers and functions:-

- 5.1 Where the State Government is satisfied that there is likely to be involuntary displacement of large number of persons due to acquisition of land for any project or due to any other reason, it may; and where the State Government is satisfied that there is likely to be involuntary displacement of one hundred or more families *en masse* in any area due to acquisition of land for any project or due to any other reason, it shall, appoint, by

notification, in respect of that project, an officer not below the rank of Deputy Commissioner to be the Administrator for Resettlement and Rehabilitation (R&R):

Provided that in case of a project involving involuntary displacement of less than one hundred families *en masse* in any area, Deputy Commissioner shall be responsible for the resettlement and rehabilitation of the affected families as per this policy.

- 5.2 The Administrator for Resettlement and Rehabilitation shall be assisted by such officers and employees as the State Government may provide.
- 5.3 Subject to the superintendence, directions and control of the State Government and Commissioner for Resettlement and Rehabilitation, the Administrator for Resettlement and Rehabilitation shall take all measures for the resettlement and rehabilitation of the affected families.
- 5.4 The overall control and superintendence of the formulation, execution and monitoring of the rehabilitation and resettlement plan shall vest in the Administrator for Resettlement and Rehabilitation.
- 5.5 Subject to any general or special order of the State Government, the Administrator for Resettlement and Rehabilitation shall perform the following functions and duties:
 - (i) minimise displacement of people and to identify non-displacing or least-displacing alternatives in consultation with the requiring body;
 - (ii) hold consultation with the affected families, and the concerned Gram Sabha while preparing a rehabilitation and resettlement scheme or plan.
 - (iii) ensure that interests of the adversely affected persons of Scheduled Tribes and weaker sections are protected;
 - (iv) prepare a draft scheme or plan of resettlement and rehabilitation as required under Chapter-VI of this policy;
 - (v) prepare a budget including estimated expenditure of various components of acquisition of land, rehabilitation and resettlement activities or programmes in consultation with representatives of the affected families, the concerned Gram Sabha and the requiring body;
 - (vi) arrange adequate land, as far as possible, for rehabilitation and resettlement of the affected families;
 - (vii) sanction the benefits to the affected families;
 - (viii) perform such other functions as the State Government may, from time to time, by order in writing, assign.
- 5.1 The Administrator can take assistance from any technical expert/institute for discharging his functions, expenditure of which will be borne by the requiring body.
- 5.6 The Administrator for Resettlement and Rehabilitation may, by order in writing, delegate such of the administrative powers conferred and duties imposed on him by or under this policy to any officer not below the rank of *Anchal Adhikari* or equivalent.
- 5.7 All officers and staff appointed by the State Government under this policy shall be subordinate to the Administrator for Resettlement and Rehabilitation, unless stated otherwise.

- 5.8 The State Government shall appoint an officer of the rank of Commissioner or of equivalent rank for resettlement and rehabilitation in respect of such cases to which this policy applies to be called the Commissioner for Resettlement and Rehabilitation.
- 5.9 For the purposes of this policy, the Administrator for Resettlement and Rehabilitation and other officers and employees appointed for the purposes of resettlement and rehabilitation of the affected families shall be subordinate to the Commissioner for Resettlement and Rehabilitation.
- 5.10 The Commissioner for Resettlement and Rehabilitation shall be responsible for supervising the formulation of resettlement and rehabilitation plans or schemes and proper implementation of such plans or schemes.
- 5.11 The State Government may, by order in writing, delegate such of its functions and powers in relation to implementation of this policy, as it deems fit.

CHAPTER – VI

6. Resettlement and Rehabilitation Plan

The procedure mentioned in this chapter shall be followed for declaration of the affected area, carrying out survey and census of affected persons, assessment of government land available and land to be arranged for resettlement and rehabilitation, declaration of the resettlement area or areas, preparation of the draft resettlement and rehabilitation scheme or plan and its final publication.

- 6.1 Where the State Government is of the opinion that there is likely to be involuntary displacement of one hundred or more families *en masse* in any area due to acquisition of land for any project or due to any other reason, it shall, declare, by order, area of villages or localities as an affected area within fifteen days of SIA clearance.
- 6.2 Every declaration made under paragraph 6.1 of the policy shall be published in at least three daily newspapers, two of which shall be in Hindi, having circulation in villages or areas which are likely to be affected, and also by drum beating & affixing a copy of the order on the notice board of the concerned gram panchayats or municipalities and other prominent place or places in the Gram Sabha and Panchayat Offices of the affected area and the resettlement area, and by any other method as may be prescribed in this regard by the State Government.
- 6.3 Once the declaration is made under paragraph 6.1 of the policy, the Administrator for resettlement and rehabilitation shall undertake a baseline survey and census for identification of the persons and families likely to be affected.
- 6.4 Every such survey shall contain the following village-wise information of the affected families:-
- (i) members of the family who are residing (alongwith information as to residing since), engaged in any trade, business, occupation or vocation in the affected area;
 - (ii) families who are likely to lose, or have lost, their house, agricultural land, employment or are alienated wholly or substantially from the main source of their trade, business, occupation or vocation;

- (iii) agricultural labourers and non-agricultural labourers;
 - (iv) families belonging to the Scheduled Caste , Scheduled Tribe, Primitive Tribe or other backward classes categories;
 - (v) vulnerable persons such as the disabled, destitute, orphans, widows, unmarried girls, abandoned women, or persons above fifty years of age; who are not provided or cannot immediately be provided with alternative livelihood, and who are not otherwise covered as part of a family;
 - (vi) families that are landless (not having homestead land, agricultural land, or either homestead or agricultural land) and below poverty line, but residing continuously in the affected area for a period of not less than fifteen years in the Non-Scheduled areas and thirty years in the Scheduled Areas of the State preceding the date of declaration of the affected area as certified by the concerned Gram Sabha.
 - (vii) Scheduled Tribes/Scheduled Castes and other forest dwellers families who are or were having possession of forestlands in the affected area prior to the 13th day of December, 2005.
- 6.5 Every survey undertaken under paragraph 6.4 shall be completed expeditiously and within a period of sixty days from the date of declaration made under paragraph 6.1.
- 6.6 Within seven days of completion of the above survey, the Administrator for resettlement and rehabilitation shall, by order, and also in such other manner so as to reach all persons likely to be affected, publish a draft of the details of the findings of the survey conducted by him and invite objections and suggestions from all persons likely to be affected thereby. This draft shall be made known locally by wide publicity in the affected area. A copy of the same shall be kept in the Gram Sabha and Panchayat Offices which will be available to the public who would like to have a copy of the same.
- 6.7 On the expiry of fifteen days from the date of publication of the draft of the details of survey and after considering the objections and suggestions received by him in this behalf, the Administrator for resettlement and rehabilitation shall submit his recommendations thereon along with the details of the survey within 15 days to the State Government and a copy shall be sent to the concerned Gram Sabha and the Panchayat for public information.
- 6.8 Within thirty days from the date of receipt of the details of the survey and recommendations of the Administrator for resettlement and rehabilitation, the State Government shall publish the final details of survey in the Official Gazette.
- 6.9 Commissioner for resettlement and rehabilitation shall, by order, declare any area (or areas) as a resettlement area (or areas) for resettlement and rehabilitation of the affected families within fifteen days of publication of details of survey. The resettlement area (areas) shall be part of project township or it shall be adjoining to project township.
- 6.9.1 No physical displacement shall be made before the completion of resettlement work as approved by Commissioner of Resettlement and Rehabilitation. The certification of completion of resettlement work will be issued by the Administrator, Resettlement & Rehabilitation in consultation with the concerned Gram Sabha. However for resettlement of affected families, any land not having building thereon, may be utilised.
- 6.10 The Administrator for resettlement and rehabilitation shall ensure that the affected families shall be settled, wherever possible, in a group or groups in such resettlement

areas. However, it has to be ensured that the affected families may be resettled with the host community on the basis of equality and mutual understanding, consistent with the desire of each group to preserve its own identity and culture. The validity of land documents of the affected families shall continue to be valid till the process of resettlement is complete and new land documents are provided to the affected families.

- 6.11 For the purposes of paragraph 6.9 above, the Administrator for resettlement and rehabilitation shall draw up a list of lands that may be available for resettlement and rehabilitation of the affected families.
- 6.12 The lands drawn up under paragraph 6.11 shall consist of :
- (a) land available or acquired for the project and earmarked for this purpose;
 - (b) Government wastelands and any other land vesting in the Government available for allotment to the affected families;
 - (c) lands that may be available for purchase or acquisition for the purposes of resettlement and rehabilitation scheme or plan; or
 - (d) a combination of one or more of the above.

However, the Administrator for Rehabilitation and Resettlement should ensure that such acquisition of land does not lead to another set of physically displaced families.

- 6.13 The Administrator for resettlement and rehabilitation, on behalf of the “State Government, may either purchase land from any person through consent award and may enter into an agreement for this purpose, or approach the State Government concerned for acquisition of land for the purposes of resettlement and rehabilitation scheme or plan, keeping in view the, contents of paragraph 6.12(b) above.
- 6.14.1 After completion of baseline survey and census of the affected families and assessment of the requirement of land for resettlement, as mentioned in paragraphs 6.3 and 6.12, the Administrator for resettlement and rehabilitation shall prepare a draft scheme or plan for the resettlement and rehabilitation of the affected families after consultation with the representatives of the affected families including women and the representative of the requiring body.
- 6.14.2 (i) The draft resettlement and rehabilitation scheme or plan shall contain the following particulars, namely:
- (a) the extent of land to be acquired for the project and the name(s) of the affected village(s);
 - (b) a village-wise list of the affected persons, family-wise including their age and the extent and nature of land and immovable property owned or held in their possession in the affected area, and the extent and nature of such land and immovable property which they are likely to lose or have lost, indicating the survey numbers thereof;
 - (c) a list of agricultural labourers in such area and the names of such persons whose livelihood depends on agricultural activities;
 - (d) a list of persons who have lost or are likely to lose their employment or livelihood or who have been or likely to be alienated wholly or substantially from their main sources of trade, business, occupation or vocation consequent to the acquisition of land for the project or involuntary displacement due to any other cause; .
 - (e) a list of non-agricultural labourers, including artisans;

- (f) a list of affected landless families, including those, without homestead land and below poverty line families; Administrator in consultation with Gram Sabha would ensure that all BPL families are included in the list.
 - (g) a list of vulnerable affected persons, as indicated at paragraph 6.4(v);
 - (h) a list of occupiers, if any;
 - (i) a list of public utilities and government buildings which are affected or likely to be affected;
 - (j) details of public and community properties, assets and infrastructure;
 - (k) a list of benefits and packages which are to be provided to the affected families;
 - (l) details of the extent of land available in the resettlement area for resettling and for allotment of land to the affected families;
 - (m) details of the amenities and infrastructural facilities which are to be provided for resettlement;
 - (n) the time schedule for shifting and resettling the displaced persons in the resettlement area or areas; and
 - (o) service land in project affected area such as *Pahnai, Mahtoi, Mundai, Pradhani* or Service Land under Chhotanagpur & Santhal Pargana Tenancy Acts;
 - (p) educational qualification of members of affected families;
 - (q) list of available employment opportunities and their eligibility criteria in the project.
 - (r) such other particulars as the Administrator for resettlement and rehabilitation may consider necessary
- 6.14.2 (ii) Photo Identity Card shall be issued to each member of the affected family by the Administrator for resettlement and rehabilitation after verification by the concerned Gram Sabha.
- 6.14.3 The draft scheme or plan may be made known locally by wide publicity in the affected area and the resettlement area (or areas) in a manner prescribed in para 6.2 .
- 6.15.1 The draft rehabilitation and resettlement scheme or plan shall also be discussed in gram sabhas in rural areas and in public hearings in urban and rural areas where gram sabhas don't exist.
- 6.15.2 The consultation with the gram sabha or the panchayats at the appropriate level shall be in accordance with the provisions of the Panchayats (Extension to the Scheduled Areas) Act, 1996 (40 of 1996).
- 6.15.3 In cases of involuntary displacement of One hundred or more Scheduled Tribes families from the Scheduled Areas, the Tribal Advisory Council shall be consulted.
- 6.16 While preparing a draft scheme or plan as specified in paragraph 6.14, the Administrator for resettlement and rehabilitation shall ensure that the entire estimated cost of the rehabilitation and resettlement scheme or plan forms an integral part of the cost of the project for which the land is being acquired. The entire expenditure on resettlement and rehabilitation benefits and other expenditure for resettlement and rehabilitation of the affected families are to be borne by the requiring body for which the land is being acquired. The Administrator for resettlement and rehabilitation shall ensure that the entire estimated cost of resettlement and rehabilitation benefits and other expenditure for resettlement and rehabilitation of the affected families is communicated to the requiring body for incorporation in the project cost.

- 6.17 The Administrator for resettlement and rehabilitation shall submit the draft scheme or plan for resettlement and rehabilitation to the State Government for its approval. In case of a project involving land acquisition on behalf of a requiring body, it shall be the responsibility of the State Government to obtain the consent of the requiring body, to ensure that the necessary approvals as required under this policy have been obtained, and to make sure that the requiring body has agreed to bear the entire cost of resettlement and rehabilitation benefits and other expenditure for resettlement and rehabilitation of the affected families as communicated by the Administrator for resettlement and rehabilitation, before approving it.
- 6.18 After approving the resettlement and rehabilitation scheme or plan, the State Government shall publish the same in the Official Gazette. On final notification of the resettlement and rehabilitation scheme or plan, it shall come into force.
- 6.19 It shall be the responsibility of the requiring body to provide sufficient funds to the Administrator for resettlement and rehabilitation for proper implementation of the resettlement and rehabilitation scheme or plan. As soon as the resettlement and rehabilitation scheme or plan is finalized, the requiring body shall deposit an amount equal to Cash component payable to the affected families as per this Rehabilitation and Resettlement Policy with the Administrator for resettlement and rehabilitation.
- 6.20 The Administrator for resettlement and rehabilitation shall keep proper books of accounts and records of the funds placed at his disposal and submit periodic returns to the requiring body and the State Government in this behalf.
- 6.21 In case of a project involving land acquisition on behalf of a requiring body, an exercise for fast-track updating of land records shall be undertaken concurrently with the land acquisition proceedings. Persons who have acquired any right prior to the date of issue of the notification under sub-section (1) of section 6 of the Land Acquisition Act, 1894 (or such notification under any other Act of the Union or the State for the time being in force under which land acquisition is being undertaken) as per the updated records shall also have right to proportionate compensation along with the original landowners referred to in the said notification. Administrator for resettlement and rehabilitation will nominate some officials to expedite the above process.
- 6.22 In case of a project involving land acquisition on behalf of a requiring body :
- The compensation award shall be declared well in time before displacement of the affected families. Full payment of compensation as well as complete resettlement shall be ensured in advance of the actual displacement of the affected families.
- 6.23 In case of a project involving land acquisition on behalf of a requiring body, and if the requiring body is a company authorized to issue shares and debentures, the affected families who are entitled to get compensation for the land or other property acquired, shall be given the option to take up to fifty percent of the compensation amount due to them in the form of shares or debentures or both of the requiring body.
- Provided further that the affected family shall have option to take refund of investment made in shares/debentures, and in that case the requiring body shall arrange for such refund which will not be less than the amount invested in such shares/debentures.

- 6.24.1 Land compulsorily acquired for a project cannot be transferred to any other project or purpose except for a public purpose, and after obtaining the prior approval of the State Government.
- 6.24.2 If land compulsorily acquired for a project or part thereof, is not even partially utilized for the project within a period of five years and not completely utilized within a period of fifteen years from the date of taking over the possession by the requiring body, the same shall revert to the possession and ownership of the State Government without payment of any compensation or remuneration to the requiring body. Thereafter the State Government shall endeavour to get other useful project established on that land and in case that is not possible, the land shall be returned to the affected families.
The requiring body will not have any right to sell the acquired land.
- 6.25 Whenever any land acquired for a public purpose is transferred to an individual or organisation (whether in private sector, public sector or joint sector) for a consideration, eighty per cent of any net unearned income so accruing to the transferor, shall be shared amongst the persons from whom the lands were acquired or their legal heirs, in proportion to the value at which the lands were acquired. The fund shall be kept in a separate account which shall be administered in such manner as may be prescribed.
- 6.26 The project authorities will always have the option to offer resettlement and rehabilitation package which is superior to the benchmark guidelines spelt out in this policy.

CHAPTER – VII

7. **Resettlement and Rehabilitation Benefits for the Affected Families:**

- 7.1 The resettlement and rehabilitation benefits shall be extended to all the affected families who are eligible as affected families on the date of publication of the declaration under paragraph 6.1, and any division of assets in the family after the said date may not be taken into account.
- 7.2 Any affected family owning house and whose house has been acquired or lost, may be allotted free of cost house site to the extent of actual loss of area of the acquired house but not more than 10 decimal of land in rural areas, or 5 decimal of land in urban areas, as the case may be, for each nuclear family.

The requiring body shall construct on the allotted house site a pucca house having at least two bed rooms, one drawing room, one kitchen and one toilet of total carpet area equal to one hundred square metre.

Provided that, if resettlement is located in urban area, a house of up to one hundred square metre carpet area may be provided in lieu thereof. Such a house, if necessary, may be offered in a multi-storied building complex.

Provided further that an affected family losing less than 10 decimal of land in rural area or 5 decimal of land in urban area, as the case may be, shall be allotted land for homestead purpose measuring at least 150 square metre, and the pucca house constructed shall have carpet area equal to the carpet area of house lost or 55 square metre, whichever is more, but limited to carpet area of 100 square metre.

Provided further that if any family does not want any constructed house in the resettlement area, or desires to relocate itself elsewhere, then that family shall get one-time financial assistance of Rs. 3.00 lacs.

- 7.3 Each affected family below poverty line which is without homestead land and which has been residing in the affected area continuously for a period of not less than fifteen years in non-scheduled area and not more than thirty years in scheduled area of the state preceding the date of declaration of the affected area and who has been involuntarily displaced from such area, shall be entitled to a house of minimum 55 square metre carpet area in rural areas, or 55 square metre carpet area in urban areas (which may be offered, where applicable, in a multi-storied building complex), as the case may be, in the resettlement area.

For providing houses to such BPL families, multi-storied buildings may be constructed with ground coverage of maximum fifty percent.

Provided that any such affected family which opts not to take the house offered, shall get a one-time financial assistance for house construction of Rs. two lacs.

- 7.4. Each affected family shall be entitled to get 1/10th of the land he/she loses on account of acquisition of land in the proposed project township or adjoining to it. The land to be actually allotted will be computed after taking into account the allocations which are made for homestead purposes and will be limited to a maximum of half an acre.
- 7.5 In case of a project involving land acquisition on behalf of a requiring body, the stamp duty and other fees payable for registration of the land or house allotted to the affected families shall be borne by the requiring body.
- 7.6 The land or house allotted to the affected families under this policy shall be free from all encumbrances.
- 7.7 The land or house allotted to the affected families under this policy shall be in the joint names of wife and husband of the affected family. The monetary amount shall be disbursed through a joint account in the name of husband and wife.
- 7.8 Each affected family that is displaced and has cattle, shall get financial assistance of thirty five thousand rupees, for construction of cattle shed.
- 7.9 Each affected family that is displaced shall get a one-time financial assistance of fifteen thousand rupees, for shifting of the family, building materials, belongings and cattle.
- 7.10 Each affected person who is a trader and has pucca shop or *Gumti* (stall) and who has been displaced shall get a one-time financial assistance of fifty thousand rupees, for construction of working shed or shop.

- 7.11.1 In case of a project involving land acquisition on behalf of a requiring body,-

- (a) the requiring body shall ensure employment in the project at the rate of at least one eligible person per nuclear family, among those affected families who are losing some land due to land acquisition.

If additional employment opportunities are available, then priority shall be accorded to the displaced persons.

In providing employment, topmost priority shall be accorded to those affected families who have lost all their agricultural and homestead land due to acquisition of land. Administrator for Resettlement and Rehabilitation will decide priorities in providing employment in consultation with the Gram Sabha and requiring body.

- (b) wherever necessary, the requiring body shall arrange for technical/vocational training of the affected persons, so as to make them suitable persons to take on suitable jobs preferably in the project:
 - (c) the requiring body shall offer scholarships and other skill development opportunities to the eligible persons from the affected families as per the criteria as may be fixed by the State Government;
 - (d) the requiring body shall give preference to the affected persons or their groups or cooperatives in the allotment of outsourced contracts, shops or other economic opportunities coming up in or around the project site;
 - (e) the requiring body shall give preference to willing landless labourers and unemployed affected persons while engaging labour in the project during the construction phase.
 - (f) in case of nominees of displaced families eligible for employment otherwise, the upper age limit shall be relaxed by ten years.
 - (g) all unskilled new jobs and semi-skilled direct employment created in the project shall be provided to the members of the affected families, subject to availability and suitability.
 - (h) it is incumbent on the requiring body to give preference to local people in all levels of employment in the project as far as possible.
 - (i) for the purpose of employment, each affected family will nominate one member of such family.
 - (j) in case of demise of a person of affected family during service period, his dependent will be provided employment on compassionate ground.
- 7.11.2 The affected persons shall be offered the necessary training facilities for development of entrepreneurship, technical and professional skills for self employment.
- 7.12 In case of a project involving land acquisition on behalf of a requiring body, the affected families who have not been provided employment or who do not want to avail employment, shall be entitled to annuity policies that will pay an amount not less than one thousand rupees per month per acre of land lost due to acquisition (the amount rounded to nearest hundred rupees) for thirty years from the date of displacement or until the provision of employment to the affected families.
- Provided that, the annuity policies will not pay an amount less than one thousand rupees per month to an affected family, even if the land lost due to acquisition is less than one acre or no land is lost by that project affected family due to acquisition.
- This amount of rupees twelve thousand per annum per acre will increase by rupees 500 every two years.
- Provided further that the maximum amount from the annuity policy will be limited to ten thousand rupees per month per affected family.
- 7.13.1 In case of a commercial project other than that of any public sector undertaking /Authority/ Board/ Corporation/ Agency of the State Government or of the Central Government, one percent of annual net profit of the project in monetary terms will be distributed every year by the requiring body in accordance with para 7.13.2 among the affected families or in case of demise of the affected family, to their nominee/legal heirs. The affected families shall be provided this sum within a period of three months from the date of declaration of annual financial results.
- In case the total areas acquired from the affected families form only a part of project land, then proportionate amount of one percent of net profit (In proportion of area of land acquired from the affected families to the total area of the project) of the project shall be distributed amongst the affected families in accordance with para 7.13.2 .

- 7.13.2 For the purpose of determination of amount to be provided to an affected family under para 7.13.1, those category of affected families which have lost some land but upto one acre of land , due to acquisition of land for the project shall be allocated points equal to 4 (four) times the area of land lost in acre. For any additional land lost due to acquisition beyond one acre , the affected family shall be allocated additional points equal to additional area lost in acre due to acquisition. But any affected family may be allocated maximum upto 18 (eighteen) points only. The total points for the project or part thereof shall be thus arrived at by summing up the points allocated to the individual affected families affected due to land acquisition for the project or part thereof. The one percent of net profit or proportionate amount as calculated under para 7.13.1 for the project or part thereof, shall be distributed equally among total points thus arrived at as hereinabove and every affected family shall be entitled to monetary amount in proportion to points allocated to it.
- 7.14 In case of a project involving land acquisition on behalf of a requiring body, each affected family which is involuntarily displaced shall get a monthly subsistence allowance equivalent to twenty five days minimum agricultural wages per month for a period of one year from the date of displacement.
- Affected families who do not get employment will also be given an amount equal to six hundred days of agricultural wage.
- 7.15 The project authorities shall, at their cost, arrange for annuity policies that will pay a pension for life to the vulnerable affected persons amounting to one thousand five hundred rupees per month.
- 7.16 The affected families may be given the option to take a lump-sum amount in lieu of one or more of the benefits specified in paragraphs 7.2 to 7.18 (except paragraphs 7.13.1 and 7.15) the amount to be determined by the Administrator.
- 7.17 Resettlement and Rehabilitation benefits for affected families belonging to the Scheduled Tribes and Scheduled Castes:
- 7.18.1 In case of a project involving land acquisition on behalf of a requiring body which involves involuntary displacement of one hundred or more Scheduled Tribes families, a Tribal Development Plan shall be prepared, in such form as may be prescribed, laying down the detailed procedure for settling land rights due but not settled and restoring titles of tribals on alienated land by undertaking a special drive together with land acquisition. The Plan shall also contain a programme for development of alternate fuel, fodder and non-timber forest produce (NTFP) resources on non-forest lands within a period of five years sufficient to meet requirements of tribal communities who are denied access to forests.
- 7.18.2 In case of land acquisition for any project, at least one-third of the compensation amount due shall be paid to the affected families at the outset as first installment and the rest at the time of taking over the possession of the land.
- 7.18.3 The Scheduled Tribes affected families will be resettled, as far as possible, in the same Schedule Area in a compact block, so that they can retain their ethnic, linguistic and cultural identity. Exceptions would be allowed only in rare cases where the requiring body in case of a project involving land acquisition, or the State Government in other cases of involuntary displacement, is unable to offer such land due to reasons beyond its control.

- 7.18.4 The resettlement areas predominantly inhabited by the Scheduled Tribes shall get land free of cost for community and religious gatherings.
- 7.18.5 In case of a project involving land acquisition on behalf of a requiring body, the Scheduled Tribes/Scheduled Castes/OBC affected families resettled out of the District will get twenty-five per cent higher rehabilitation and resettlement benefits in monetary terms in respect of the items specified in paragraphs 7.8,7.9 and 7.10 .
- 7.18.6 Any alienation of tribal lands in violation of the laws and regulations for the time being in force as so declared by the decision of the competent court ,shall be treated as null and void. In the case of acquisition of such lands, the resettlement and rehabilitation benefits would be available to the original tribal land-owners.
- 7.18.7 In the case of hydel projects, the affected families having fishing rights in a river or pond or dam in the affected area shall be given fishing rights in the reservoir area of the hydel projects.
- 7.18.8 The affected *Scheduled Tribes / Scheduled Castes / other forest dweller* families, who were in possession of forest lands in the affected area prior to the 13th day of December, 2005, shall also be eligible for the resettlement and rehabilitation benefits under this policy.

7.19 Amenities and Infrastructural Facilities to be provided at Resettlement Areas:

- 7.19.1 In all cases of involuntary displacement of one hundred families or more, comprehensive infrastructural facilities and amenities notified by the appropriate Government shall be provided in the resettlement area(s). Such facilities and amenities shall, *inter alia*, include roads, public transport, drainage, sanitation, sources of safe drinking water, sources of drinking water for cattle, community ponds, grazing land, land for fodder, plantation (social forestry or agro forestry), Public utilities, such as Post Offices, Fair Price shops etc, Food Storage Godowns, *panchayatghars*, Cooperative Societies, seed-cum-fertilizer storage, irrigation, electricity supply, health care facilities, child and mother supplemental nutritional services, children's playground, parks, community centres, schools and educational/training facilities, places of worship, land for traditional tribal institutions, service land, burial/cremation grounds, and security arrangements.
- 7.19.2 In cases of involuntary displacement of less than one hundred families in any area, all affected families shall be provided basic infrastructural facilities and amenities at the resettlement site(s)as per the norms specified by the State Government. It would be mandatory that provision of drinking water, electricity, schools, dispensaries, and access to the resettlement site etc. as approved by the State Government are provided.
- 7.19.3 If relocation takes place in an existing settlement area, the same infrastructure shall also be extended to the host community.
- 7.19.4 The State Government shall ensure that a resettlement area forms part of a *gram panchayat* or municipality.
- 7.19.5 Records of Rights of the land and houses allotted to the affected families should be handed over to them by the district administration while resettling them in the resettlement area. The district administration shall take steps for immediate declaration of the new resettlement area as a Revenue Village/Municipal area if it is not a part of an already existing Revenue Village/Municipal area.

7.19.6 For the purpose of issuing residential certificate in future to the affected family, the period spent in the affected area/ name appearing in the record of rights, will be suitably taken into account.

7.20 Indexation of Rehabilitation Grant and Other Benefits :

The rehabilitation benefits expressed in monetary terms in this policy (except annuity policy mentioned in para - 7.14 and 7.16) shall be indexed to the Consumer Price Index (CPI) with the first day of April following the date of coming into force of this policy as the reference date, and the same shall also be revised by the state Government at suitable intervals.

7.21 Periphery Development :

In case of a project involving land acquisition on behalf of a requiring body, the requiring body will be responsible for development of the geographic area within 15 kilometer from the periphery of the project site as decided by the State Government, and will be required to contribute to the socio-economic development of the areas contiguous to its area of operation. For this purpose, the requiring body will earmark a minimum of 1 (one) percent of net profit of the project or, in case no profit is declared by the requiring body in a particular year, for that year, such minimum alternative amount as may be determined by the State Government after consultation with the requiring body, to be spent within the specified zone. The requiring body will carry out the developmental activity within this zone in close coordination with the Commissioner for Rehabilitation and Resettlement and the concerned Gram Sabha. The State Government may frame suitable rules and guidelines for this purpose.

CHAPTER –VIII

8. Grievance Redressal Mechanism

8.1 Resettlement and Rehabilitation Committee at the Project Level:

8.1.1 For each project which involves involuntary displacement of one hundred or more families *en masse* in any area, the State Government shall constitute a Committee under the chairpersonship of the Administrator for resettlement and rehabilitation, where appointed, or an officer not below the rank of Sub Divisional Magistrate where the Administrator for resettlement and rehabilitation is not appointed, to be called the Resettlement and Rehabilitation Committee, to monitor and review the progress of implementation of the scheme or plan of resettlement and rehabilitation of the affected families, and to carry out post-implementation social audits.

8.1.2 The Resettlement and Rehabilitation Committee constituted as above shall include, apart from officers of the State Government, as one of its members:

- a representative of women residing in the affected area;
- a representative each of the Scheduled Castes, Scheduled Tribes and Other Backward Castes residing in the affected area ;
- a representative of the lead bank;
- Chairperson(s) of the *panchayats*, and municipalities located in the affected area, or their nominee(s);
- Members of Parliament and Members of Legislative Assembly of the area included in the affected area;
- the Land Acquisition Officer of the project; and
- a representative of the requiring body.

8.1.3 The procedure regulating the business of the Resettlement and Rehabilitation Committee, its meetings and other matters connected thereto shall be such as may be prescribed by the State Government.

8.2 Resettlement and Rehabilitation Committee at the District Level:

8.2.1 In each district, the State Government shall constitute a standing Resettlement and Rehabilitation Committee under the chairpersonship of Deputy Commissioner of the district, consisting of members in tune with para 8.1.2 to monitor and review the progress of rehabilitation and resettlement of the affected families in the district excluding those covered by the resettlement and rehabilitation committees at the project level as prescribed in paragraph 8.1.

8.2.2 The composition, powers, functions and other matters relating to the functioning of the resettlement and rehabilitation committee at the district level shall be such as may be prescribed by the State Government.

8.3 Tribunal: -

8.3.1 A three member Tribunal shall be appointed by the State Government for time-bound disposal of the grievances arising out of the matters covered by this policy.

8.3.2 Any affected person, if aggrieved, for not being offered the admissible resettlement and benefits as provided under this policy, may move an appropriate petition for redressal of his or her grievances to the Tribunal concerned.

8.3.3 The form and manner in which and the time within which complaints may be made to the Tribunal and disposed of shall be such as may be prescribed by the State Government.

8.3.4 The Tribunal shall have the power to consider and dispose of all complaints relating to resettlement and rehabilitation against the decision of the Administrator for resettlement and rehabilitation or Resettlement and Rehabilitation Committee and issue such directions to the requiring body, the Administrator for resettlement and rehabilitation where appointed, or the other senior Government official appointed for resettlement and rehabilitation, where the Administrator for Rehabilitation and Resettlement is not appointed; or the Deputy Commissioner, as the case may be as it may deem proper for the redressal of such grievances relating to implementation of this policy.

8.3.5 In case of a project involving land acquisition on behalf of a requiring body, the disputes related to the compensation award for the land or other property acquired will be disposed of as per the provisions of the Land Acquisition Act, 1894 or any other Act of the Union or State for the time being in force under which the acquisition of land is undertaken, and will be outside the purview of the functions of the Tribunal. "

CHAPTER – IX

9. Monitoring Mechanism

9.1 State Level Council on Resettlement and Rehabilitation (SLCRR)

The State Level Council on Resettlement and Rehabilitation will be constituted under the chairmanship of the Chief Minister. The council may comprise of the ministers of the concerned departments, Chief Secretary and the Secretary of the Department concerned. The council may also include experts of national repute as members.

The State Level Council on Resettlement and Rehabilitation shall meet atleast twice a year.

9.2 Monitoring Committee :

There shall be a State Level Monitoring Committee to be chaired by the Development Commissioner for reviewing and monitoring the progress of implementation of resettlement and rehabilitation schemes relating to all projects to which this Policy applies.

The Committee will have the following as its members:

Development Commissioner, Chairperson
 Secretary, Revenue and Land Reforms, Member Secretary
 Secretary, Road Construction Department
 Secretary, Water Resources
 Secretary, Industry
 Secretary, Welfare
 Secretary, Health
 Secretary, Human Resources
 Secretary, Mines & Geology
 Secretary, Energy
 Secretary, Forest and Environment
 Secretary, Labour and Employment
 Secretary, Agriculture
 Secretary, Law
 Secretary, Urban Development
 Commissioner, Resettlement and Rehabilitation, Coordinator

Besides, the Secretary of the Administrative Ministry/Department of the project for which the land is to be acquired shall be invited as one of the members.

- 9.2.1 To ensure speedy disposal of any issues that may arise, the Administrator resettlement and rehabilitation of the respective project and a representative of the Requiring Body will be permanent invitees to the State Level Monitoring Committee.

9.3 Information Sharing:

- 9.3.1 All information on displacement, rehabilitation and resettlement, with names of the affected persons and details of the rehabilitation and resettlement package, shall be placed in the public domain on the Internet as well as shared with the concerned *gram sabhas, panchayats*, etc. by the project authorities.

- 9.3.2 For each major project covered by this policy, there shall be an Oversight Committee for rehabilitation and resettlement in the department concerned of the State Government.
- 9.4 The Department of Revenue and Land Reforms, Government of Jharkhand will be nodal department for the State Government, for the purpose of implementation and execution of this policy.
- 9.5 The State Government may modify any provision of this policy from time to time .
- 9.6 Commencement :**
Jharkhand Rehabilitation and Resettlement Policy, 2008 shall come into effect from the date of its publication in the Gazette of Jharkhand (Extraordinary).

By order of the Governor of Jharkhand,
R.S. Poddar,
Secretary.

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दिनांक 23.08.09 को ग्राम सोपलुद में एनटीपीसी की एकरी बरवाडीह कोयला खनन परियोजना से संबंधित

सम्बन्धित बैठक की कार्यवृत्ति।

- एनटीपीसी की एकरी बरवाडीह खनन परियोजना से संबंधित एक बैठक पिछले मह महान अवसर में दिनांक 22.07.09 को ग्रामीणों के साथ सम्पन्न हुयी। बैठक की अगली तारीख (23.08.09) आरपीसी बातचीत और सम्बन्धित के अनुसार तय की गयी थी।
- बैठक उपयुक्त हजारीबाग की अध्यक्षता में सम्पन्न हुई, जिसमें एनटीपीसी और जिला प्रशासन के अधिकारी भी शामिल हुई। विभिन्न प्रभावित ग्रामों के लगभग 800 ग्रामीण इस बैठक में उपस्थित हुये। बैठक में निम्न मुख्य व्यक्ति उपस्थित थे।

जिला प्रशासन

एनटीपीसी

- | | |
|---|---|
| 1. श्री विनय कुमार चौधरी, उपयुक्त, हजारीबाग | 1. श्री के. के. शर्मा, का. नि. (सी.एच. एवं सी. डब्ल्यू) |
| 2. जिला भू-अर्जन प्रदाधिकारी, हजारीबाग | 2. श्री एच सीधु चतुर्वेदी, का. नि. (आर एच आर) |
| | 3. श्री एच यू राय म प्र. (पीपी, सीटी एच के.सी) |

हातव्य हो कि बैठक एनटीपीसी की एकरी बरवाडीह एवं अन्य खनन परियोजनाओं से हो रहे विस्थापितों के प्रति अधिकारों को संबंधित विषयों पर चर्चा हेतु बुलाई गयी थी।

बैठक की कार्यवृत्ति निम्न है:-

बैठक की कार्यवाही आरंभ करते हुये उपयुक्त, हजारीबाग ने एनटीपीसी से अपने मुआवजा एवं पुनर्वास एवं पुनर्वासना से संबंधित विषयों पर अपना प्रस्ताव पढ़ने का अनुरोध किया।

एनटीपीसी के वरिष्ठ अधिकारी श्री एच सीधु चतुर्वेदी कार्यकारी निदेशक ने दि. 22/7/09 को हुई पिछली बैठक में एनटीपीसी द्वारा प्रस्तावित पैकेज को दोहराया और लोगों की स्वीकृति जाननी चाही।

2.0 कुछ ग्रामीणों ने यद्यपि एनटीपीसी परियोजना हेतु अपनी जमीन देने को इच्छा प्रकट की, परन्तु अपने संसर्गों से भी अस्वीकार करते हुये मुआवजा राशि बढ़ाने के लिए कहा। कुछ ग्रामीणों ने पुनः अपनी जमीन न देने की अपनी बात को दोहराया।

2.1 जिला प्रशासन द्वारा पुनः यह स्पष्ट कर दिया गया कि कोयला से बनी जगह उपलब्ध होने के कारण जमीन क्षेत्र अनिवार्य होगा।

3.0 ग्रामीणों द्वारा दर्शायी गयी संसर्गों को ध्यान में रखते हुये एनटीपीसी ने पहले प्रस्तावित रु. 1.0 लाख प्रति एकड़ की दर एवं रु. 8.0 लाख प्रति एकड़ की दर देना प्रस्तावित किया। साथ ही वार्षिकी वृत्ति (annuity) के अंतर्गत प्रस्तावित देब राशि में वृद्धि की।

4.0 एनटीपीसी द्वारा पुनः प्रस्तावित पुनर्वास एवं पुनर्स्थापना पैकेज पर ग्रामीणों ने अपनी असहमति जाहिर की। अतः उपयुक्त ने एनटीपीसी के द्वारा पुनः प्रस्तावित पैकेज में ग्रामीणों की आकांक्षाओं को मद्दे नजर वृद्धि की क्षोधा करते हुये इन्हें एनटीपीसी से स्वीकार करने को कहा। प्रस्तावित पैकेज अनुदानक 'अ' के रूप में संलग्न है।

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41 सभ छी एउ फौजवा की पढी कि फौजवा संशोधित छी की एउ के फुलकाम रीटिने देलु अफते एफवा के रीटिने
एकतम हला एतिय एफवाकी की बावेदी।

59 एउ के एउ के रीटिने एफवा की।

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(एउ एउ राव) (के. के. एफवा)
म. प्र. (पी.वी. सी.वी. एण्ड के.डी) का. नि. (सी.एम. एच. डी. डब्लु)

(एउ एउ कर्तव्यी)
का. नि. (एफवा एण्ड एफवा)

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25/8

(डी तिवारी)
जिला भू-अर्जन पदाधिकारी, हजारीबाग

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25/8
(विनय कुमार चौधरी)
उपसमूह, हजारीबाग

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पकरी बरवाडीह कोल माईंस परियोजना हेतु पुर्नवास एवं पुर्नस्थापन पैकेज और मुआवजा कायदा

अनुसूचना 3

पकरी बरवाडीह परियोजना हेतु प्रथम चरण के अन्तर्गत दिए जा रहे राशियों की वार्षिक अंशितपुस्तक दर निम्नलिखित है-

मूल -

न्यूनतम 1.4 लाख रुपये प्रति एकड़ (1.68 लाख रुपये प्रति एकड़ सान्त्वना राशि एवं ब्याज राशि मिलकर)
अधिकतम 3.8 लाख रुपये प्रति एकड़ (5.19 लाख रुपये प्रति एकड़ सान्त्वना राशि एवं ब्याज राशि मिलकर)

द्वि -

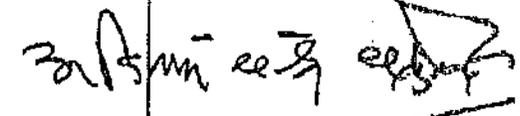
न्यूनतम 1.15 लाख रुपये प्रति एकड़ (1.63 लाख रुपये प्रति एकड़ सान्त्वना राशि एवं ब्याज राशि मिलकर)
अधिकतम 3.0 लाख रुपये प्रति एकड़ (4.25 लाख रुपये प्रति एकड़ सान्त्वना राशि एवं ब्याज राशि मिलकर)

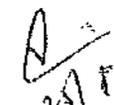
- उपर दवाये गये दर के स्थान पर मुआवजा राशि के रूप में प्रति एकड़ 10 लाख रुपये की दर से राशि को प्रदान कर के दिया जायेगा (जिसमें आधारभूत मुआवजा राशि, सान्त्वना राशि, ब्याज राशि एवं अन्य पुर्नस्थापना राशि सम्मिलित है।)
- यहाँ दो पकरी बरवाडीह परियोजना के अन्य चरणों एवं घटटीबारीयातु एवं कोरजारी परियोजनाओं के रिस्ट भी लागू होयेंगे।

इसके अतिरिक्त परियोजना प्रभावित परिवारों के नियमित आय के लिए वार्षिक वृत्ति (annuity) योजना का लाभ भी मिलेगा। यह वार्षिक वृत्ति (annuity) योजना प्रारम्भिक पुर्नवास एवं पुर्नस्थापन निधि में अर्पित निधि से बेहतर होगा।

- जिसकी जमीन 1 एकड़ या उससे अधिक हो इस योजना के अनुसार प्रति वर्ष 30,000/- रुपये प्रति एकड़ की दर से न्यूनतम किन्ना जायेगा ₹ 30,000/- प्रतिवर्ष की इस राशि में प्रत्येक दो वर्षों पर ₹ 500/- की बढोतरी की जायेगी।
- जिनकी जमीन 1 एकड़ से कम है और एनटीपीसी द्वारा अधिपठित किया जायेगा, उन्हें प्रति वर्ष 15,000 रुपये प्रति एकड़ दिया जायेगा ₹ 15,000/- प्रतिवर्ष की इस राशि में प्रत्येक दो वर्षों पर ₹ 500/- की बढोतरी की जायेगी।
- सभी अग्रगत रोजगार, परियोजना प्रभावित परिवारों/घावेदारों के लिए एनटीपीसी एव उनसे जुड़ी एजेन्सियों में सम्मिलित रहेगी।
- कुशल एवं अर्धकुशल वर्गों को उनके योग्यता एवं आवश्यकता के अनुसार प्राथमिकता दी जायेगी।
- इसके अतिरिक्त वैसे रैयत जिनका वास्तुमि एनटीपीसी परियोजना के द्वारा अधिपठित हो रहा है, उनके लिए पुर्नवास लाभ इस प्रकार है-

- स्व पुर्नवास हेतु 4.00 लाख रुपये जिसमें 3.5 लाख फ्लॉट एवं घर के लिए, 0.15 लाख परिवहन लागत के रूप में एवं 0.25 लाख पक्की-आवास इत्यादि के लिए है।
- पुर्नवास कोलोनी में फ्लॉट एवं अनुदान के रूप में 1.5 लाख रुपये जिसमें 1.0 लाख घर के लिए, 0.25 लाख परिवहन लागत के रूप में एवं 0.25 लाख पक्की-आवास इत्यादि के लिए है।

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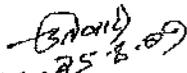
 

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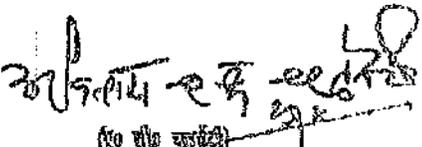
- * इसके अतिरिक्त समिति जैसे पृष्ठ संरचना, कृषि, पैक इत्यादि के लिए राज्य सरकार के निष्कासक/सहायक मुख्यमंत्री/उपमुख्यमंत्री से मिलकर कार्य करना।
- * इन सभी के अतिरिक्त सामुदायिक विकास के बजट/काम की दृष्टि स्तर पर जल-सुरक्षा के क्षेत्रों में किये जायेंगे। शिक्षा, विज्ञान, रोजगार, पानी एवं शौचालय आदि पर विशेष ध्यान दिया जायेगा।
- * ITI- एनटीपीसी एक ITI का निर्माण करायेगी। इसके निर्माण का पूर्ण कार्य NTPC करानेगी।


 (एन.ए.ए.ए.)
 ए. डी. पी.सी. एन.टी.पी.सी.


 (डॉ. पी.के. सिंघ)।
 एन.टी.पी.सी. एन.टी.पी.सी.


 (डॉ. पी.के. सिंघ)।
 जिला सू-अर्जन प्रवर्धिका, हजारीबाग


 (बिनाय कुमार सिंघ)।
 उपायुक्त, हजारीबाग


 (डॉ. पी.के. सिंघ)।
 एन.टी.पी.सी. एन.टी.पी.सी.

INTER OFFICE MEMO

From: Dy. Company Secretary

To: Shri K.K. Sharma
ED (CM & CW)

Ref: 01:SEC:BM:8

Dated: 14.09.2009

Sub.: Rehabilitation Action Plan (RAP) for Pakri Barwadih Coal mining project in Jharkhand and Additional Advance Expenditure for implementation of RAP & compensation for land costs

Please find enclosed herewith extract from the minutes of the 340th meeting of the Board of Directors held on Friday September 11, 2009 on the aforesaid subject, for your information and necessary action.

Nandini Sarkar
Nandini Sarkar
(Nandini Sarkar)

Encl: As above

1801
Executive

EXTRACTS FROM THE MINUTES OF 340TH MEETING OF THE BOARD OF
DIRECTORS HELD ON FRIDAY, SEPTEMBER 11, 2009

Item No.340.2.5 Rehabilitation Action Plan (RAP) for Pakri
Barwadih Coal mining project in Jharkhand and
Additional Advance Expenditure for
implementation of RAP & compensation for land
costs

XX	XX	XX	XX	XX	XX
XX	XX	XX	XX	XX	XX

The Board, after discussions, passed the following resolution:

Resolved that the Rehabilitation Action Plan (RAP) for Pakri Barwadih Coal mining project, involving an expenditure of Rs 7924 Million, as detailed in the Memorandum submitted before the Board be and is hereby approved.

Further resolved that additional advance expenditure of Rs. 7269 Million towards land cost, compensation for assets, cost of diversion of forests, etc. for Pakri Barwadih coal mining project, as brought out in the Memorandum submitted before the Board be and is hereby approved.

Further resolved that the Chairman & Managing Director be and is hereby authorized to approve any subsequent re-appropriation in the approved advance expenditure.

XXXXX

Nandini Sarker

145C
26-2-10

उपायुक्त, हजारीबाग की अध्यक्षता में दिनांक 08.2.2010 को अपराह्न के 3:30 (साढ़े तीन) बजे एन0टी0पी0सी0 कोल माईनिंग प्रोजेक्ट के निमित्त पुनर्स्थापन एवं पुनर्वास नीति के कार्यान्वयन के प्रस्ताव पर आवश्यक विमर्श हेतु आयोजित एक बैठक की कार्यवाही।

उपस्थिति

1. उपायुक्त, हजारीबाग
2. अपर समाहर्ता, हजारीबाग
3. अनुमण्डल पदाधिकारी, हजारीबाग सदर
4. जिला भू-अर्जन पदाधिकारी, हजारीबाग
5. प्रखण्ड विकास पदाधिकारी, बड़कागाँव
6. अंचलाधिकारी, बड़कागाँव
7. अंचलाधिकारी, कटकमसांडी
8. महा प्रबंधक, एन0टी0पी0सी0 कोल माईनिंग प्रोजेक्ट, हजारीबाग
9. मुख्य प्रबंधक (एच0आर0), एन0टी0पी0सी0 कोल माईनिंग प्रोजेक्ट
10. उप महा प्रबंधक, एन0टी0पी0सी0 कोल माईनिंग प्रोजेक्ट, हजारीबाग
11. अपर महा प्रबंधक, एन0टी0पी0सी0 कोल माईनिंग प्रोजेक्ट, हजारीबाग
12. उप महा प्रबंधक, एन0टी0पी0सी0 पावर प्रोजेक्ट, हजारीबाग
13. वरीय सहायक अभियंता, एन0टी0पी0सी0 कोल माईनिंग प्रोजेक्ट
14. जिला अग्रणी बैंक प्रबंधक, हजारीबाग
15. सहायक वन संरक्षक, पश्चिमी वन प्रमाण्डल, हजारीबाग
16. प्रभारी अंचल निरीक्षक, केरेडारी

A.G.M. / 2010 / 13-100 / 1000 - CBP
3/3

कार्यवाही सं0-एक सर्व प्रथम महा प्रबंधक, एन0टी0पी0सी0, हजारीबाग के द्वारा बतलाया गया कि वन भूमि का प्रस्ताव भारत सरकार के विचारार्थ प्रस्तुत है; जिसके लिये इस विन्दु पर एक प्रमाण-पत्र की आवश्यकता है कि कोल माईनिंग प्रोजेक्ट के अन्तर्गत अनुसूचित जाति एवं अनुसूचित जन जाति समुदाय के अभिधारियों के हित में कोई पट्टा निर्गत किया गया है अथवा नहीं ?

इस सम्बन्ध में उपायुक्त, हजारीबाग के द्वारा अंचल अधिकारी, बड़कागाँव को यह निर्देश दिया गया कि इस विषयक आवश्यक जाँच के उपरान्त अपने स्तर से एक प्रमाण-पत्र एन0टी0पी0सी0 को वे उपलब्ध करावे।

कार्यवाही सं0-दो चट्टी बरियातू और केरेडारी कोल माईनिंग प्रोजेक्ट के अन्तर्गत अनुसूचित जाति एवं अनुसूचित जन जाति समुदाय के अभिधारियों

Letter reg. FRA for PBCMP villages

(56)

Letter reg. FRA for PBCMP villages

की जाँच आगामी 20 फरवरी, 2010 तक पूर्ण कर तत्सम्बन्धित एक प्रमाण-पत्र अंचलाधिकारी, केरेडारी के द्वारा दिया जायगा। कार्यवाही सं०-तीन महा प्रबंधक, एन०टी०पी०सी० कोल माइनिंग प्रोजेक्ट के द्वारा पकरी - बरवाडीह कोल ब्लॉक, बड़कागाँव में गैर मजरुआ भूमि के अन्तरण हेतु क्षतिपूर्ति के रूप में अनुमान्य अग्रिम राशि जमा करने के निमित्त एक माँग-पत्र निर्गत करने के लिये अनुरोध किया गया।

G.M land transfer of P.B.C.M.P area by 20.2.10 so that demand note can be raised by Feb 10th

इस पर उपायुक्त, हजारीबाग के द्वारा अंचलाधिकारी, बड़कागाँव को यह निर्देश दिया कि आगामी दिनांक 20.2.2010 तक सभी लम्बित प्रस्तावों को जिला को निश्चित रूप से वे उपलब्ध करवा देंगे; जिससे कि इस माह के अन्त तक एन०टी०पी०सी० के लिये एक माँग-पत्र का निर्गमन किया जा सके।

कार्यवाही सं०-चार केरेडारी और चट्टी बरियातु कोल ब्लॉक में पड़ने वाले गैर मजरुआ भूमि का प्रस्ताव आगामी दिनांक 10.3.2010 तक जिला को अचूक उपलब्ध करवाने का निर्देश उपायुक्त, हजारीबाग के द्वारा अंचलाधिकारी, केरेडारी को दिया गया; जिससे कि 15 मार्च, 2010 तक उन दोनों परियोजना के लिये एन०टी०पी०सी० को एक-एक माँग-पत्र दिया जा सके।

G.M land transfer eye exempt to be done by March 10th, so that demand note can be raised.

कार्यवाही सं०-पाँच महा प्रबंधक, एन०टी०पी०सी०, हजारीबाग के द्वारा यह बतलाया गया कि वैसे अभिधारियों की सूची उपलब्ध करवायी जाय जिनका गैर मजरुआ भूमि पर दखल-कब्जा तीस वर्षों की समयावधि से भी अधिक अवधि से है; जिससे कि सरकार की नीति के अनुसार एन०टी०पी०सी० के द्वारा उन्हें क्षतिपूर्ति की राशि का भुगतान करना सम्भव हो सके।

Payment of G.M land with Dist. Treasury as well as to those tenants who are owning the G.M land since 630 yrs with proper document. List of such tenants to be prepared from Dist. revenue section, so that further action can be initiated by NTPC.

इस प्रस्ताव पर उपायुक्त, हजारीबाग के द्वारा यह मार्गदर्शन किया गया कि सरकार के राजस्व एवं भूमि सुधार विभाग के स्तर से निर्गत पत्र संख्या 334 दिनांक 14.5.2009 के आलोक में गैर मजरुआ भूमि के लिये क्षतिपूर्ति की राशि का भुगतान सरकार को करना है। साथ ही उस पर दखलकार अभिधारियों को भी क्षतिपूर्ति की राशि का भुगतान किया जाना है। इस विषयक एक सर्वे करीब एक वर्ष पूर्व करवाया गया था; जिसकी सूची जिला राजस्व प्रशाखा से प्राप्त कर अनुवर्ती कार्रवाइयाँ एन०टी०पी०सी० के द्वारा किया जायगा।

कार्यवाही सं०-छः महा प्रबंधक, एन०टी०पी०सी० के द्वारा आज की बैठक में इस विन्दु की ओर, भी ध्यानाकृष्ट किया गया कि बड़कागाँव में एक आई०टी०आई० की स्थापना के लिये भवन के निर्माण हेतु गैर मजरुआ भूमि बतलायी गयी थी; जिस पर स्थानीय व्यक्तियों के द्वारा आपत्तियों की जा रही हैं। इस पर अनुमण्डल पदाधिकारी, हजारीबाग सदर के द्वारा यह बतलाया गया कि वस्तु-स्थिति से सम्बन्धित व्यक्तियों को अवगत करवाया जा चुका है। निर्माण का कार्य प्रारम्भ करने में अब कोई व्यवधान नहीं है।

Req. I.T.I construction at Bankagan. find out such land for I.T.I. Rent to JSDO, Hrb. of GMJS land found. Then the requisition to be raised in parts so that permission may be granted by DE for transfer of such GMJS land.

उपर्युक्त विन्दु पर आवश्यक विचार-विमर्श के उपरांत उपायुक्त, हजारीबाग के द्वारा महा प्रबंधक, एन०टी०पी०सी०, हजारीबाग को यह सुझाव दिया गया कि पूर्व में प्रस्तावित भूमि पर आई०टी०आई० के लिये भवन के निर्माण में यदि वैधानिक व्यवधान हैं; तो किसी अन्य उपयुक्त गैर मजरुआ भूमि का चयन कर अंचलाधिकारी, बड़कागाँव उपायुक्त अनुमण्डल पदाधिकारी, हजारीबाग सदर को अविलम्ब उपलब्ध करवायेंगे। प्रस्तावित गैर मजरुआ भूमि का किरम जमीन खतियान के अनुसार यदि जंगल झाड़ी हो; तो एक हेक्टेयर एकबा अर्थात् 2.47 एकड़ का पृथक-पृथक प्रस्ताव तैयार करवाया जाय; जिससे कि गैर वानिकी अपयोजन के निमित्त वैसी गैर मजरुआ भूमि के हस्तान्तरण हेतु अनुमति प्रदान की जा सके।

कार्यवाही सं०-सात आर० एण्ड आर० कॉलोनी के लिये राजस्व ग्राम - ढेंगुरा, रेवाली एवं मसरतु के अन्तर्गत अर्जन की जा रही भूमि के सम्बन्ध में उपायुक्त, हजारीबाग के द्वारा महा प्रबंधक, एन०टी०पी०सी०, हजारीबाग को यह निर्देश दिया गया कि ग्राम-रेवाली में भूमि के अर्जन के प्रस्ताव को वापस ले लिया जाय। साथ ही राजस्व ग्राम-ढेंगुरा तथा मसरतु के अन्तर्गत ही भूमि अर्जन करने का निर्देश दिया गया। इसके अतिरिक्त उपायुक्त, हजारीबाग के द्वारा जिला भू-अर्जन पदाधिकारी, हजारीबाग को भी यह निर्देश दिया गया कि इस माह के अन्तर्गत आर एण्ड आर कॉलोनी के लिये भू-अर्जन के प्रस्ताव पर अनुवर्ती कार्रवाइयों की जायं। साथ ही अन्य परियोजना के निमित्त अर्जन की जा रही भूमि के लिये क्षतिपूर्ति की राशि के भुगतान का कार्य माह - फरवरी, 2010 के अन्तर्गत ही पूर्ण कर लिया जाय।

RER colony land in Dhangura & Masratu

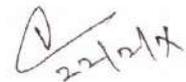
कार्यवाही सं०-आठ एन०टी०पी०सी० कोल पुरानिंग परियोजना के द्वारा प्रस्तावित पुनर्स्थापन एवं पुनर्वास नीति पर आवश्यक विचार-विमर्श किया

RER policy of NTPC in line

Thank you to the DE Hrb.

गया। झारखण्ड सरकार की पुनर्स्थापन एवं पुनर्वास नीति, 2008 तथा एन0टी0पी0सी0 लिमिटेड के द्वारा प्रस्तुत पुनर्वास नीति के प्रारूप का सम्यक् अध्ययन करने के पश्चात् आज की बैठक में सर्व सम्मति से उसे स्वीकृति प्रदान की गयी। इससे सरकार को अवगत करवाने का निर्देश भी उपायुक्त, हजारीबाग के द्वारा दिया गया।

अंत में धन्यवाद ज्ञापन के पश्चात् बैठक की कार्यवाही समाप्त की गयी।

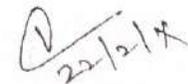

22/2/17

उपायुक्त, हजारीबाग।

ज्ञापंक 234/2010,

दिनांक 23/2...../2010

प्रतिलिपि :- 1. सम्बन्धित सभी पदाधिकारियों को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।


22/2/17

उपायुक्त, हजारीबाग।

भारत सरकार
विद्युत मंत्रालय
श्रम शक्ति भवन, रफी मार्ग,
नई दिल्ली-११०००१



GOVERNMENT OF INDIA
MINISTRY OF POWER

Shram Shakti Bhawan,
Rafi Marg, New Delhi-110001
Fax : 2371-7519
Tel. :

Puneet K. Goel, IAS
Director (Th/IPC)
Tel - 23711394
FAX - 23356650

D.O. No. 4/7/2002-Th.I (Vol - III)

Dated: 20th April, 2010

Dear Shri Choubey,

Government of India has acquired land under the CBA (A&D) Act, 1957 for the development of Pakri Barwadih, Chatti Bariatu & Kerendari Coal Blocks allotted to NTPC Limited in the Hazaribagh district of Jharkhand State. Ministry of Power has accorded sanction to NTPC for disbursement of land compensation & other R&R benefits.

2. The disbursement of compensation has already been commenced from 30th March, 2010 onwards for which they need the assistance of District Administration. It is requested that concerned district officials may be directed to render all possible assistance to facilitate the disbursement of compensation of land oustees and obtain physical possession of the acquired land so as to commence the mining activities at the earliest.

With regards,

Yours sincerely

Puneet K. Goel

(Puneet K. Goel)

Shri Vinay Kumar Choubey
Deputy Commissioner
District-Hazaribagh
Jharkhand State
Tele: 06546-224805
Fax: 06546-264808

*Copy forwarded for information & further action to
GM (PB, CB&KD)*

Runde
20/4/10

RTPCLIMITED
Client No. 1147
Date 26-9-11
COA 11 JCP/REC

उपायुक्त का कार्यालय, हजारीबाग।
(जिला राजस्व शाखा)

पत्रांक/रा0

प्रेषक,

उपायुक्त

-सह- प्रशासक पुनर्स्थापन एवं पुनर्वास,
हजारीबाग।

सेवा में,

सरकार के अवर सचिव,
राजस्व एवं भूमि सुधार विभाग,
झारखण्ड सरकार, राँची।

हजारीबाग, दिनांक 2011

विषय :- एन0टी0पी0सी0 पकरी-बरवाडीह कोल माईनिंग प्रोजेक्ट, हजारीबाग के अन्तर्गत चल रहे भू-अर्जन मामलों में पुनर्स्थापन एवं पुनर्वास नीति के तहत वार्षिक वृत्ति (Annuity) भुगतान हेतु मार्गदर्शन के संबंध में।

प्रसंग :- महाप्रबंधक, एन0टी0पी0सी0, पकरी-बरवाडीह कोल माईनिंग प्रोजेक्ट, हजारीबाग का पत्रांक 7010/GM/58/2011/2690 दिनांक 25.08.2011

महाशय,

उपर्युक्त विषयक प्रासंगिक पत्र के द्वारा महाप्रबंधक, एन0टी0पी0सी0, पकरी-बरवाडीह कोल माईनिंग प्रोजेक्ट, हजारीबाग ने आर0 एण्ड आर0 पॉलिसी के तहत वार्षिकी वृत्ति (Annuity) योजना के अन्तर्गत रैयतों को भुगतान हेतु सहमति देने का अनुरोध किया है। (पत्र की छायाप्रति संलग्न)

उल्लेखनीय है कि इस कार्यालय के पत्रांक 745/रा0 दिनांक 15.07.2010 के द्वारा विषयांकित योजना हेतु पुनर्स्थापन एवं पुनर्वास नीति के कार्यान्वयन के प्रस्ताव को जिला स्तर से अनुमोदित कर विभाग को भेजा जा चुका है। राजस्व विभाग से अनुमोदन अप्राप्त है।

अतः अनुरोध है कि प्रासंगिक पत्र के आलोक में अग्रतर कार्रवाई हेतु आवश्यक मार्गदर्शन देने की कृपा की जाय।

अनुलग्नक :- यथोक्त।

विश्वासभाजन

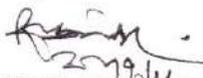
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उपायुक्त, हजारीबाग।

जापांक1762...../रा0

दिनांक 24-9-2011/2011

प्रतिलिपि :- महाप्रबंधक, एन0टी0पी0सी0, पकरी-बरवाडीह कोल माईनिंग प्रोजेक्ट, हजारीबाग को उनके पत्रांक 7010/GM/58/2011/2690 दिनांक 25.08.2011 के आलोक में सूचनार्थ प्रेषित।


उपायुक्त, हजारीबाग।

AGM(1/c) - PB, CB&Kd in may have to see on return

cc. DGM (Proj) - CB/Kd

DGM (HR)

5/26/9

Annexure P-13257

दिनांक-18.02.2012 को पूर्वा० में 11.30 बजे माननीय मंत्री, राजस्व एवं भूमि सुधार विभाग, झारखण्ड, राँची की अध्यक्षता में NTPC के पुनर्स्थापन एवं पुनर्वासि बिन्दु पर सम्पन्न बैठक की कार्यवाही :-

दिनांक-18.02.2012 को पूर्वा० 11.30 बजे माननीय मंत्री, राजस्व एवं भूमि सुधार विभाग, झारखण्ड, राँची की अध्यक्षता में NTPC के पुनर्स्थापन एवं पुनर्वासि बिन्दु पर बैठक आहूत की गई। जिसमें निम्नांकित पदाधिकारी उपस्थित हुए :-

- (i) श्री एन.एन. पाण्डेय, प्रधान सचिव, राजस्व एवं भूमि सुधार विभाग, झारखण्ड, राँची।
- (ii) श्री पंकज श्रीवास्तव, सचिव, विधि विभाग, झारखण्ड, राँची।
- (iii) श्री ए.के. रस्तोगी, विशेष सचिव, राजस्व एवं भूमि सुधार विभाग, झारखण्ड, राँची।
- (iv) श्री डा. मनीष रंजन, उपायुक्त, हजारीबाग।
- (v) श्री राजकुमार, उप सचिव, उद्योग विभाग, झारखण्ड, राँची।
- (vi) श्री सत्यनारायण गोयल, एकजीक्यूटिव डायरेक्टर, एन.टी.पी.सी. लि०।
- (vii) श्री प्रकाश कुमार उपाध्याय, महाप्रबंधक, एन.टी.पी.सी.।
- (viii) L.I.C. (भारतीय जीवन बीमा निगम) के पदाधिकारी।

2. प्रधान सचिव, राजस्व एवं भूमि सुधार विभाग द्वारा उपस्थित पदाधिकारियों का स्वागत करते हुए बैठक की कार्यवाही आरंभ की। सर्वप्रथम उपस्थित पदाधिकारियों को बैठक के संबंध में पूर्ण जानकारी दी गई।

3. एकजीक्यूटिव डायरेक्टर, एन.टी.पी.सी. लिमिटेड ने बताया कि कंपनी द्वारा सरकार के साथ सम्पन्न एकरारनामा के अनुपालन में 'झारखण्ड पुनर्स्थापन एवं पुनर्वासि नीति-2008' के पुनर्वासि पैकेज से बेहतर पुनर्वासि पैकेज देने हेतु तैयार है। उन्होंने आगे बतलाया कि झा.पु.पु. नीति के तहत 30 साल तक Annuity के लिए भारत सरकार का उपक्रम भारतीय जीवन बीमा निगम से सम्पर्क किया गया है जिसके आधार पर Annuity के संबंध में LIC द्वारा IRDA के अनुमोदन से Product बनाया गया है।

4. LIC के पदाधिकारी द्वारा NTPC, झारखण्ड के कोल परियोजना के लिए Annuity Scheme की प्रस्तुति की गई जिनका मुख्य विशेषताएँ निम्नवत हैं :-

- (i) NTPC को LIC द्वारा एक Master Policy Bond निर्गत किया जायेगा।
- (ii) NTPC लाभकों की पहचान करेगा एवं LIC का annuity Product क्रय करेगा।



- (iii) annuity के मामले में NTPC रेफरी का रोल करेगा एवं agreed annuity के भुगतान का दायित्व LIC का होगा।
- (iv) अर्जित भूमि यदि एक एकड़ से कम हो तो Annuity 15000/- रु. प्रतिवर्ष 30 वर्ष तक देय होगा एवं प्रति दो वर्ष पर 500/- रु. की वृद्धि होगी।
- (v) अर्जित भूमि यदि एक एकड़ या अधिक हो तो Prorata Annuity 30000/- रु. प्रति वर्ष अधिकतम 150000/- रु. Prorata आधार पर होगा। उक्त राशि में प्रति दो वर्ष पर 500/- रु. वृद्धि की जायेगी।
- (vi) Annuity का भुगतान मासिक अथवा NTPC द्वारा निर्धारित विधि से होगा।
- (vii) Annuity का भुगतान विस्थापित सदस्य को Annuity term तक देय होगा।
- (viii) विस्थापित सदस्य के मृत्योपरांत annuity का भुगतान Successive nominees को जैसा कि NTPC द्वारा परामर्शित को annuity term तक भुगतेय होगा।
- (ix) Annuity का भुगतान NTPC के निर्णयानुसार ECS/NEFT के जरिये होगा।
- (x) लाभुक सदस्य को वार्षिक रूप से सजीवता प्रमाण पत्र (Existence Certificate देना होगा) देना होगा जो संबंधित बैंक मैनेजर अथवा NTPC के project level द्वारा सत्यापित होगा।
- (xi) लाभुक सदस्य के मृत्यु की स्थिति nominee द्वारा LIC के Prescribed form में Death certificate जो NTPC द्वारा सत्यापित हो Claim form के जरीय देय होगा।
5. सचिव, विधि विभाग द्वारा उपरोक्त कंडिका-4 में निम्नांकित सुझाव दिए गए :-
- (i) Existence Certificate पर विचार किया जाना चाहिए वर्षवार Existence Certificate देना समस्या का कारण होगा।
- (ii) उचित होगा कि आरंभ में ही लाभुक सदस्य से 1st एवं 2nd Nominee ले लिया जाय।
- (iii) Annuity का भुगतान मासिक ECS के जरिये हो।
6. विशेष सचिव महोदय ने कहा कि Annuity का भुगतान awardee को ही होना चाहिए तथा ये जिला भू-अर्जन पदाधिकारी द्वारा सत्यापित होना चाहिए।
- लाभुक सदस्य को Fund के redemption का अधिकार नहीं होना चाहिए तथा लाभुको की पहचान उपायुक्त-सह-प्रशासक की अध्यक्षता में पुनर्वास समिति के जरिये होना चाहिए।

7. कार्यपालक निदेशक, NTPC एवं LIC के पदाधिकारी द्वारा उपरोक्त कंडिका -5 एवं 6 के अनुसार Annuity Scheme में बदलाव करने हेतु आश्वासन दिया।
8. अंत में माननीय मंत्री महोदय ने सधन्यवाद बैठक समाप्त कर दी।

ह0/-

(मथुरा प्रसाद महतो)

मंत्री,

राजस्व एवं भूमि सुधार विभाग,
झारखण्ड, राँची।

झारखण्ड सरकार
राजस्व एवं भूमि सुधार विभाग

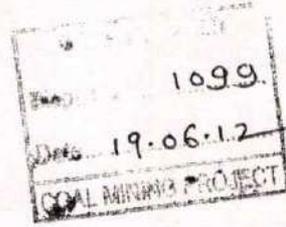
ज्ञापांक-5/स.भू.(बैठक)-46/2012 - 719/सि० दिनांक- 10/3/2012

प्रतिलिपि:- सचिव, विधि विभाग, झारखण्ड, राँची/उपायुक्त, हजारीबाग/
श्री सत्यनारायण गोयल, कार्यपालक निदेशक, एन.टी.पी.सी. लिमिटेड/श्री ए.के. सिंह,
शाखा प्रबंधक, भारतीय जीवन बीमा निगम, राँची को सूचना एवं आवश्यक कार्यार्थ
प्रेषित।


(ए. के. रस्तोगी)
सरकार के विशेष सचिव।

दिनांक 07.06.2012 को उपायुक्त, हजारीबाग की अध्यक्षता में एन0टी0पी0सी0 प्रोजेक्ट से संबंधित एक विशेष बैठक आहूत की गयी, जिसमें निम्नलिखित पदाधिकारी उपस्थित हुए :-

1. उपायुक्त, हजारीबाग
2. अपर समाहर्ता, हजारीबाग
3. जिला भू-अर्जन पदाधिकारी, हजारीबाग
4. महाप्रबंधक, एन0टी0पी0सी0, हजारीबाग
5. अंचल अधिकारी, बड़कागॉव
6. अंचल अधिकारी, करेडारी
7. अंचल अधिकारी, कटकमदाग



सर्वप्रथम महाप्रबंधक, एन0टी0पी0सी0 ने अपने प्रोजेक्ट से संबंधित पदाधिकारियों का परिचय अधोहस्ताक्षरी को कराया।

कंडिका संख्या- 01 महाप्रबंधक, एन0टी0पी0सी0 द्वारा यह बताया गया कि पकरी-बरवाडीह कोल माईनिंग प्रोजेक्ट से संबंधित पुनर्वास एवं पुनर्स्थापन प्लान के अनुमोदन हेतु जिला प्रशासन द्वारा सरकार को भेजा जा चुका है। चूंकि एन0टी0पी0सी0 का पुनर्वास एवं पुनर्स्थापन प्लान सभी प्रोजेक्ट के लिए एक ही है। अतः चट्टी बरियातु एवं करेडारी कोल माईनिंग प्रोजेक्ट से संबंधित पुनर्वास एवं पुनर्स्थापन प्लान को भी सरकार के स्तर पर भेजने का अनुरोध किया गया है। इस बिन्दु पर अधोहस्ताक्षरी द्वारा निदेश दिया गया कि एन0टी0पी0सी0 के सभी प्रोजेक्ट हेतु एक ही पुनर्वास एवं पुनर्स्थापन प्लान है, एवं इस संबंध में दो बैठकें भी आयोजित हो चुकी हैं। अतएव सरकार के विचारार्थ चट्टी बरियातु एवं करेडारी प्रोजेक्ट निमित्त पुनर्वास एवं पुनर्स्थापन प्लान प्रारूप को राजस्व एवं भूमि सुधार विभाग, राँची भेजने की कार्रवाई की जाय।

कंडिका संख्या-02 राजस्व एवं भूमि सुधार विभाग, झारखण्ड सरकार, राँची के परिपत्र संख्या 334/रा0 दिनांक 14.05.2009 के आलोक में गैरमजरूआ भूमि पर 30 वर्षों से दखलकार भू-धारी की जाँच एवं सर्वेक्षण सूची भेजने का निदेश दिया जा चुका है। इस क्रम में अंचल अधिकारी, बड़कागॉव द्वारा कुल 44 भू-धारी की सर्वेक्षण सूची उपलब्ध करायी गयी है। जाँचोपरांत 30 वर्षों से अधिक 15 भू-धारी के संबंध में आम सूचना समाचार पत्र में प्रकाशित कराने का निदेश एन0टी0पी0सी0 को दिया गया है। शेष 29 भू-धारी जो 30 वर्षों से कम अवधि के दखलकार हैं तथा जिनको सरकारी/भूदान बन्दोबस्ती से भूमि प्राप्त है, वैसे भू-धारी को भी मुआवजा भुगतान के विषय पर राजस्व एवं भूमि सुधार विभाग, झारखण्ड सरकार से मार्ग निर्देश की माँग की गयी है।

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MOM (LIR)
for info please.
Rupnath

Copy to
Sh. B. K. Roy, Ex
Sh. S. K. Tewari, Ex
Sh. S. S. Choudhary, Ex
Sh. R. Nanda, Ex
Rupnath

Shri Umesh Singh, Ex
Shri K. Anshu, E
Shri A. Prathap,
for records
Rajou,
28/6/12

अधोहस्ताक्षरी द्वारा यह निदेश दिया गया कि अंचल अधिकारी, बड़कागॉव, केरेडारी एवं कटकमदाग इस कार्य को शीघ्र पूरा करे।

कंडिका संख्या-03 महाप्रबंधक, एन0टी0पी0सी0 द्वारा यह बताया गया कि वनाधिकार अधिनियम, 2006 के तहत केरेडारी कोल माईनिंग प्रोजेक्ट के निमित्त अंचल अधिकारी, केरेडारी द्वारा ग्राम सभा की कार्यवाही भेजी गयी है। इसके आलोक में प्रमाण-पत्र निर्गत करने का अनुरोध किया गया है।

इस बिन्दु पर अपर समाहर्ता, हजारीबाग द्वारा स्पष्ट किया गया है कि इसमें तकनीकी कमी होने के कारण प्रखण्ड विकास पदाधिकारी, केरेडारी से सत्यापन कराना आवश्यक है। अतः एन0टी0पी0सी0 के प्रबंधक को निदेश दिया गया कि प्रखण्ड विकास पदाधिकारी से सम्पर्क स्थापित कर अग्रतर कार्रवाई करना सुनिश्चित किया जाय।

प्रबंधक, एन0टी0पी0सी0 द्वारा यह भी जानकारी दी गयी है कि पकरी-बरवाडीह प्रोजेक्ट के अन्तर्गत प्रखण्ड विकास पदाधिकारी, बड़कागॉव द्वारा ग्राम सभा की कार्यवाही पूर्ण कर ली गयी है। परन्तु प्रतिवेदन जिला को अबतक नहीं भेजा गया है। अधोहस्ताक्षरी द्वारा निदेश दिया गया कि प्रखण्ड विकास पदाधिकारी, बड़कागॉव एवं केरेडारी को स्मार पत्र निर्गत किया जाय।

कंडिका संख्या-04 प्रबंधक, पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट द्वारा रेलवे साईडिंग, बानादाग हेतु गैरमजरूआ जंगल-झाड़ी भूमि रकवा 5.22 एकड़ गैर वानिकी अपयोजन निमित्त अनापत्ति प्रमाण-पत्र निर्गत करने का अनुरोध किया गया है।

इस संबंध में अपर समाहर्ता, हजारीबाग द्वारा स्पष्ट किया गया है कि सरकारी परिपत्र संख्या 1076/रा0 दिनांक 16.04.2010 के आलोक में राज्य सरकार के स्तर से अनापत्ति प्रमाण-पत्र निर्गत करने का प्रावधान है। अतएव इस कार्यालय के पत्रांक 987/रा0 दिनांक 30.05.2012 द्वारा पत्र सरकार को भेजा जा चुका है।

कंडिका संख्या-05 महाप्रबंधक, एन0टी0पी0सी0 द्वारा बताया गया कि जिला भू-अर्जन कार्यालय द्वारा एल0ए0 एक्ट के तहत अर्जन की जा रही भूमि का मुआवजा भुगतान शीघ्र पूरा किया जाय। इस क्रम में जिला भू-अर्जन पदाधिकारी, हजारीबाग द्वारा बताया गया कि निर्धारित कैम्प तिथि पर प्रभावित रैयत उपस्थित नहीं हो पाते हैं। इसमें मुख्य रूप से ग्राम-जुगरा, डाड़ीकला एवं चेपाकला के भू-रैयत उपस्थित नहीं हो रहे हैं। इसके लिए एन0टी0पी0सी0 प्रबंधन की ओर से रैयत को प्रोत्साहित करना आवश्यक है। अधोहस्ताक्षरी द्वारा महाप्रबंधक, एन0टी0पी0सी0 को सुझाव दिया गया है कि रैयत को प्रोत्साहित करने के निमित्त अपने स्तर से एक कूपन जारी करने की व्यवस्था की जाय एवं रैयतों को निर्धारित

Imp मुआवजा तिथि को आने हेतु उत्साहित कराया जाय ताकि अधिक से अधिक संख्या में रैयत उपस्थित हो सके।

कंडिका संख्या-06 महाप्रबंधक, एन0टी0पी0सी0 द्वारा यह अनुरोध किया गया कि सी0बी0 एक्ट के अन्तर्गत मुआवजा भुगतान हेतु अद्यतन लगान रसीद एवं वंशावली प्रमाण-पत्र अंचल अधिकारी से दिलाने हेतु विशेष कैम्प की व्यवस्था किया जाय।

इस क्रम में अधोहस्ताक्षरी द्वारा अंचल अधिकारी, बड़कागॉव को निदेश दिया गया है कि सप्ताह में दो गॉवों को चिन्हित कर कैम्प आयोजित किया जाय ताकि रसीद निर्गत के साथ-साथ वंशावली प्रमाण-पत्र देने की कार्रवाई भी पूर्ण की जाय।

कंडिका संख्या-07 प्रबंधक, एन0टी0पी0सी0 द्वारा यह बताया गया कि सी0एन0टी0 एक्ट के तहत पिछड़ी जाती के रैयतों द्वारा पूर्व में ही भूमि निबंधन कराया गया है। उन लोगों का नामान्तरण अंचल बड़कागॉव द्वारा नहीं किया जा रहा है। इस कारण मुआवजा भुगतान करने में कठिनाई हो रही है।

इस विषय पर स्पष्ट किया गया कि धारा-4 एवं 6 लागू होने के बाद दाखिल-खारिज करने का प्रावधान नहीं है। फिर भी वैसे मामलों में भूमि विक्रय करने वाले के गवाह पर क्रेता को मुआवजा भुगतान की कार्रवाई की जा सकती है।

कंडिका संख्या-08 प्रबंधक, एन0टी0पी0सी0 द्वारा यह बताया गया कि बड़कागॉव अंचल में लगभग 23.00 एकड़ भूमि का हस्तान्तरण खतियान उपलब्ध नहीं होने के कारण लम्बित है। इस क्रम में गुलजारबाग, पटना एवं जिला के अन्य विभागों से सम्पर्क किया गया है। कहीं भी खतियान उपलब्ध नहीं हो रहा है।

Imp इस विषय पर एन0टी0पी0सी0 प्रबंधन को सुझाव दिया गया है कि अपने अधिनस्थ कर्मों से स्थल पर नापी करावें ताकि जिन रैयतों का जमीन हो, उन्हीं से कागजात की माँग की जाय। खतियान एवं अन्य साक्ष्य कागजातों के आधार पर आवश्यक कार्रवाई की जा सकती है।

धन्यवाद ज्ञापन के उपरांत बैठक की कार्यवाही समाप्त की गई।

ह0/-

उपायुक्त, हजारीबाग।

ज्ञापांक 1115 / रा0

हजारीबाग, दिनांक 19-6- / 2012

प्रतिलिपि :- सभी संबंधित पदाधिकारियों को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

(Mair)

उपायुक्त, हजारीबाग।

झारखण्ड सरकार
राजस्व एवं भूमि सुधार विभाग।

Annexure 265

::संकल्प::

सं0-10/डी.एल.ए./एन.टी.पी.सी. (को.) पुन.-16/09 /रा., राँची, दिनांक-

राजस्व एवं भूमि सुधार विभाग, झारखण्ड, राँची के संकल्प सं0-630/रा. दिनांक-23.07.08 द्वारा स्वीकृत 'झारखण्ड पुनर्स्थापन एवं पुनर्वास नीति-2008' राज्य गजट के प्रकाशन की तिथि-25.07.08 से झारखण्ड में लागू है। एन.टी.पी.सी. लि0 द्वारा हजारीबाग जिलान्तर्गत पकरी बरवाडीह कोल माईन्स प्रोजेक्ट में non coal Bearing Area में पड़ने वाली रैयती भूमि के भू-अर्जन हेतु झारखण्ड सरकार के साथ दिनांक-12.05.2011 को एकरारनामा किया गया। उक्त एकरारनामा में एन.टी.पी.सी. लि0 द्वारा भू-अर्जन से प्रभावित परिवारों/व्यक्तियों के पुनर्वास हेतु बचनबद्धता दी गई है।

2. झारखण्ड पुनर्स्थापन एवं पुनर्वास नीति-2008 के अध्याय-IV के आलोक में एन.टी.पी.सी. लि0 द्वारा पकरी बरवाडीह कोल माईन्स प्रोजेक्ट के नन कोल बीयरिंग एरिया एवं कोल बीयरिंग एरिया में भू-अर्जन से प्रभावित परिवारों का सामाजिक-आर्थिक सर्वे (Socio-Economic Survey) I.I.T., खड़गपुर एवं क्षेत्रीय NGO 'अभिज्ञान' से कराया गया है। समर्पित प्रतिवेदन के अनुसार सर्वेक्षण का सार निम्नवत् है :-

क्र.	विवरण	भू-अर्जन अधिनियम से प्रभावित	C.B. Act से प्रभावित	कुल प्रभावित
(i)	Homestead oustees (HSO's)	0	4276	4276
(ii)	Project Affected families (PAF's)			
	(क) अनुसूचित जन जाति	0	0	0
	(ख) अनुसूचित जाति	191	648	839
	(ग) ओ.बी.सी.	699	5886	6585
	(घ) सामान्य श्रेणी	178	737	915
	कुल-	1068	7271	8339
(iii)	BPL Families	303	1993	2296
(iv)	विधवा	53	21	74
(v)	अविवाहित पुरुष	2	1	3
(vi)	अविवाहित महिला	0	0	0
(vii)	विकलांग	2	1	3
(viii)	नाबालिग अनाथ	0	0	0
(ix)	Vulnerable Person	0	0	0
(x)	कृषि मजदूर	4	4	8
(xi)	गैर कृषि मजदूर	0	0	0
(xii)	Artisons	0	5	5

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3. सर्वेक्षण प्रतिवेदन के अनुसार इस परियोजना में अनुसूचित जन जाति का कोई भी परिवार HSO's अथवा PAF's के अन्तर्गत नहीं है।

4. परियोजना से प्रभावित होनेवाली जन सुविधाओं और सरकारी भवनों की सूची जो प्रभावित है अथवा जिनके प्रभावित होने की संभावना है, निम्नवत है :-

1. सरकारी विद्यालय - 24
2. पंचायत भवन - 03
3. प्राथमिक स्वास्थ्य केन्द्र - 01
4. आँगनबाड़ी केन्द्र - 19
5. उप डाकघर - 01
6. महिला प्रशिक्षण केन्द्र - 01
7. कृषि उत्पाद हेतु भंडारगृह - 01

5. परियोजना से प्रभावित होनेवाली सार्वजनिक एवं सामुदायिक संपत्तियों, परिसंपत्तियों और संरचनाओं का विवरण, जो प्रभावित हो रही है, निम्नवत है :-

1. मंदिर - 32
2. मस्जिद - 06
3. खेल मैदान - 02
4. तालाब - 15
5. कुँआ - 08
6. कब्रगाह - 19
7. हाट बाजार - 02
8. पहुँच पथ - 03

6. परियोजना से प्रभावित भूमि एवं PAF's की विवरण निम्नवत है :-

मौजो की संख्या	क्षेत्र (रैयती एकड़ में)	PAF's की संख्या	अभ्युक्ति
7	1711	2221	पूर्ण सर्वे के अनुसार DLAO, कार्यालय में रक्षित अभिलेख के आधार पर
10	2360	5050	
13	690	1068	
कुल- 30	4761	8339	

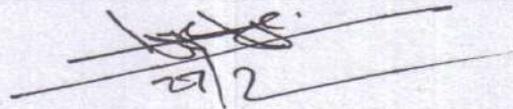
7. उपर्युक्त प्रभावित परिवारों/व्यक्तियों को पुनर्वासित करने हेतु पुनर्स्थापन क्षेत्र के रूप में अर्जित की जा रही भूमि की विस्तृत विवरणी निम्नवत है :-

अंचल का नाम	ग्राम/मौजा	थाना नं.	रकबा (एकड़ में)		
			रैयती	गैरमजरुआ	कुल
बड़कागाँव	ढेंगा	127	170.14	4.1.10	211.24
बड़कागाँव	लकुरा	128	9.52	1.77	11.29
			179.66	42.87	222.53

8. एन.टी.पी.सी. लि० द्वारा कोल बियरिंग एरिया एवं नॅन कोल एरिया दोनों के भू-अर्जन से प्रभावित विस्थापितों के लिये एक संयुक्त 'पुनर्स्थापन एवं पुनर्वास योजना' समर्पित की गई है।

9. झारखण्ड पुनर्स्थापन एवं पुनर्वास नीति की कंडिका-4.4.1 के अनुसार स्वतंत्र बहुविध विशेषज्ञ समूह का वर्तमान में अस्तित्व में नहीं होने के फलस्वरूप एन.टी.पी.सी. लि० द्वारा समर्पित "पुनर्स्थापन एवं पुनर्वास योजना" को परामर्शी परिषद के समक्ष उपस्थापित किया गया। परामर्शी परिषद द्वारा गहन समीक्षोपरान्त दिनांक-12.02.2013 को मद संख्या-12 में स्वीकृति प्रदान की गई है जो कि निम्नवत् है :-

SI No.	Jharkhand R&R Policy Clause	Jharkhand R&R Policy Provisions	Proposed R&R Package to be given by NTPC
1	2	3	4
1	Land compensation	As per circle rate varying from 1.4 to 3.6 lacs per acre plus solatium and interest etc. Financial implication:3.81 Rs lacs/acres	Land compensation@Rs.15 lacs/acre inclusive of award amount of the land(value of land+ solatium+ statutory interest) +cash value of 300 days minimum assured wages for a year + cash value of 600 days minimum wages as subsistence allowance in lieu of employment +cash value of 1/10th of the land acquired from the land looser(maximum 50 decimal).
2	7.1	R&R benefit shall be extended to all the affected families on the date of publication of the declaration ,any division of assets in the family after said date may not be taken into account	NTPC will comply the provisions of Jharkhand R & R
3	7.2	Any PAP who losses his/her house due to LA will be allocated house site equivalent to the actual area of house lost limited to maximum of 10 decimal in rural area and 5 decimal in urban area a pucca house of 100 sqm carpet area on the allotted site shall be constructed by acquiring body which should consists of 2 bedrooms, 1 Drawing room,1 kitchen & 1 toilet.	A:-NTPC shall allocate house site equivalent to the actual area of house lost limited to maximum of 10 decimal which is equivalent to 400sqmt land. NTPC shall construct a house of 100 sqm carpet area on the said plot of 400 sqm consisting of 2 bedrooms,1 Drawing room,1 kitchen & 1 toilet with the roof right.



4	7.2	Affected family losing house on land less than 10 decimal area in rural area & 5 decimal in urban area shall be allotted 150 sqm land for construction of house. pucca house of equal carpet area or carpet area of minimum 55 sqm which ever is more shall be constructed by acquiring body. it will be limited to a maximum of 100 sqm.	B:- In case of affected family losing house on land less than 10 decimal area in rural area NTPC shall allocate house site of 150 sqmt land. NTPC shall construct house of 55 sqm on said plot consisting of 1 bedrooms, 1 Drawing room, 1 kitchen & 1 toilet with the roof right.
5		If affected family opts not to take the house offered then the PAF shall get one time financial assistance for construction of house @ Rs 3.00 Lakhs	c:- NTPC shall allocate house to all the persons who loses their house.
6	7.3	Each BPL family residing in affected area for a period not less than 15 years in non scheduled area & 30 years in scheduled area shall be entitled to get a constructed house of 55sqm carpet area in rural as well as urban area.	NTPC will provide house in R&R Colony
7		If affected BPL family opts not to take the house offered then the BPL family shall get one time financial assistance for construction of house @ Rs 2.00 Lakhs	NTPC will comply the provisions of Jharkhand R & R
8	7.4	Each affected family to whom Govt land can not be settled or if they do not opt to get Govt land, they will be entitled to get 1/10th of land lost due to LA subject to a maximum of 50 decimal land in proposed township or at a place in the proximity. This will be calculated by deducting land allotted for homestead purpose	not providing land .the cost of the proposed land to be given is included in the consolidated package mentioned in SI.No 1.
9	7.5	Stamp duty and other fees payable for registration of land or house allotted to the affected family shall be borne by acquiring body	NTPC will bear the stamp duty & other fees for registration of allocated house site & constructed house.
10	7.6	land & houses allotted to PAF shall be free from all encumbrances	NTPC will comply the provisions of Jharkhand R & R
11	7.7	Land and house allotted to affected families shall be in joint name of wife and husband. monetary amount shall be disbursed through bank account opened in the joint name	NTPC will comply the provisions of Jharkhand R & R
12	7.8	Each displaced family having cattles shall get one time financial assistance of Rs 35000 for construction of cattle shed	Rs 35,000 as mentioned in Jharkhand R & R

13	7.9	Each displaced family shall get one time financial assistance of Rs 15000 for shifting of family, belongings, cattle & building materials	Rs 15,000 as mentioned in Jharkhand R & R
14	7.10	Each affected trader who has been displaced having pucca shop or gumti shall get one time financial assistance of Rs 50000	NTPC will comply the provisions of Jharkhand R & R
15	7.11.1(a)	Employment to one eligible persons from each nuclear family who has lost their agriculture land or homestead land due to LA. If more jobs are available then priority to be given to the displaced persons priority in the employment to be decided by Administrator(concerned DC) in consultation with gram sabha & requiring body	This will be largely taken care by NTPC by way of enhanced compensation mentioned in forgoing para 1 and enhanced annuity mentioned in para 26 below.
16	7.11.1(b)	Technical/vocational training to the affected persons to make them suitable for the jobs	NTPC will ensure completion & operation of ITI at Barkagaon immediately.
17	7.11.1 (C)	requiring body to provide Scholarship and skill development opportunities to eligible persons from the affected families as per criteria fixed by State government	ITI training is being provided on NTPC cost to affected persons, Modular employable scheme course arranged for wards of PAP's
18	7.11.1(d)	requiring body to give preference to affected persons or their groups or cooperatives in allotment of outsourced contracts, shops etc coming up in the project.	NTPC will comply the provisions of Jharkhand R & R
19	7.11.1(e)	requiring body to give preference to willing landless labour & unemployed affected persons in labour jobs during construction phase	NTPC will comply the provisions of Jharkhand R & R
20	7.11.1(f)	Age of Nominees of the PAF for employment shall be relaxed by 10 years	not providing employment
21	7.11.1(g)	All unskilled and semi skilled direct employment created in the project shall be provided to the members of affected families subject to availability and suitability	NTPC will comply the provisions of Jharkhand R & R
22	7.11.1(h)	Preference to local people in all levels of employment as far as possible	not providing employment
23	7.11.1(i)	Each affected family will nominate one member for employment	not providing employment
24	7.11.1(j)	Demise of person of affected family during service his dependent will be provided employment on compassionate ground	not providing employment

25	7.11.2	affected persons to be offered the necessary training facilities for development of entrepreneurship, technical & professional skills for self development.	NTPC will comply the provisions of Jharkhand R & R
26	7.12	If employment is not provided by the requiring body to the PAFs then Annuity @ Rs.12000/- per acre per annum for 30 years which is to be escalated by Rs.500 /acre/annum every two years from the date of displacement. maximum amount of annuity shall be limited to Rs 10000/- per month i.e. Rs.12000 per year for 30 years which is to be increased by Rs.500 in every two years. If PAF losses less the one acre of land then minimum Rs.1000 per month is to be paid.	In lieu of employment annuity @ Rs. 36,000 per acre per annum for 30 years for those loosing one acre or more land which is to be escalated by Rs.1,000 every two years(Limited to maximum for 5 acres).Those loosing land less than 1 acre then annuity @ Rs 30,000 per annum for 30 years which is to be escalated by Rs. 750 every two years
27	7.13.1	1% annual profit to be distributed in PAP's for companies other than PSU's	As per GOI policy for central PSUs engaged in mining
28	7.13.2	Distribution of profit	As per GOI policy for central PSUs engaged in mining
29	7.14	each affected family shall get Subsistence allowance equivalent to 25 minimum agriculture wages per month for one year i.e. 300 MAW	This benefit is included in land compensation at s. No. 1.
30		Affected families not getting employment from requiring body shall get amount equal to 600 days of agriculture wages.	This benefit is included in land compensation at s. No. 1.
31	7.15	Requiring body to pay Pension for life to vulnerable affected persons @ Rs 1500/- per month for life.Vulnerable means disabled, destitutes, orphans, widows, unmarried girls, abanodoned women or persons above 50 yrs of age who are not provided or can not immediaetely be provided with alternative livelihood & who are not otherwise covered as part of a family.(clause6.4.v)	As per the Jharkhand State R & R Policy comprehensive Re-survey will be conducted by DC Hazaribagh to ascertain such vulnerable persons.
32	7.16	Except CI 7.13.1 and 7.15 other benefits can be paid in lumpsum	NTPC will comply the provisions of Jharkhand R & R
33	7.18.1	if project involves displacement of 100 STs then tribal development plan to be prepared.	not applicable in the instant case
34	7.18.2	1/3 of compensation amount due to be paid as first instalment rest at time of taking over possession	NTPC will comply the provisions of Jharkhand R & R

35	7.18.3	Schedule tribes to be resettled in same schedule area in the compact block	not applicable in the instant case
36	7.18.4	in the resettlement areas predominantly inhabited by STs and to be given for community and religious gatherings free of cost	not applicable in the instant case
37	7.18.5	if PAFs belonging to SC, ST, OBC categories are resettled outside the district then 25% higher R & R benefits of clause 7.8,7.9 7.10 is to be paid	not applicable in the instant case
38	7.18.6	any alienation of tribal land in violation of laws of land then it will be treated as null & void. R & R benefits to be paid to the original tribal owner.	NTPC will comply the provisions of Jharkhand R & R
39	7.18.7	in hydel projects,PAFs to get fishing rights in the reservoirs	not applicable in the instant case
40	7.18.8	Affected ST/SC/other forest dweller families who are in possession of forest land in the affected area prior to 13th December,2005 shall be eligible for R & R Benefits	NTPC will comply as per provisions of FRA 2006.
41	7.19 .1 to 7.19.6	Amenities and infrastructural facilities to be provided by the requiring body in the Resettlement areas	Roads,public Transport, drainage, sanitation, drinking water, community pond, plantation, public utilities (panchayat Ghar,electric supply , healthcare facilities, playground, community centre,school,place of worship, burial/cremation ground ,grazing land etc, will be part of R&R colony.
42	7.20	Indexation of Rehabilitation Grant and other benefits shall be indexed as per CPI(consumer price index) except annuity.	NTPC will comply the provisions of Jharkhand R & R
43	7.21	Periphery development: requiring body to earmark 1% of their annual net profit for development within 15 Km periphery.commissioner to coordiante & State Govt. may frame rules & guidelines for this purpose.	NTPC will comply the provisions of Jharkhand R & R

उपर्युक्त वर्णित प्रावधानों के अतिरिक्त अन्य देय कोई भी लाभों/सुविधाओं का भुगतान/विवरण झारखण्ड पुनर्स्थापन एवं पुनर्वास नीति-2008 के आलोक में किया जायेगा।

झारखण्ड राज्यपाल के आदेश से,
ह0 / -

(ए0 के0 रस्तोगी)
सरकार के विशेष सचिव

क.प.उ.

7

ज्ञापांक—

दिनांक—

प्रतिलिपि :—अधीक्षक, राजकीय मुद्रणालय, डोरण्डा, राँची को सूचना एवं झारखण्ड राजपत्र के असाधारण अंक में प्रकाशनार्थ प्रेषित।

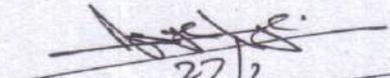
ह0/—

सरकार के विशेष सचिव

ज्ञापांक—

116/१७७ दिनांक— 27-2-13

प्रतिलिपि :—महामहिम राज्यपाल के प्रधान सचिव/मुख्य सचिव के सचिव/विकास आयुक्त, झारखण्ड, राँची/सभी प्रधान सचिव/सचिव, झारखण्ड, राँची/सभी विभागाध्यक्ष/सभी प्रमंडलीय आयुक्त/सभी उपायुक्त/महाप्रबंधक, एन.टी. पी.सी. लि0, पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट, हजारीबाग को सूचना एवं आवश्यक कार्रवाई हेतु प्रेषित।


27/2
सरकार के विशेष सचिव
कोब

पी. उमा शंकर
सचिव
भारत सरकार
P. Uma Shankar
Secretary
Government of India



समृद्धि कर्मठे
Ministry of Power
Unique Pin Code No. 110119
Shram Shakti Bhawan
New Delhi - 110001

वियुक्त मंत्रालय
श्रम शक्ति भवन
नई दिल्ली-110001
Tele : 23710271/23711346
Fax : 23721487
E-mail : p.umashankar@nlc.in

D.O. No. FU-8/2011-IPC

06.06.2013

Dear Sir,

As you are aware, NTPC was allocated Pakri Barwadh, Chalti-Barlatu and Karanderi coal blocks in Jharkhand State to supply coal for its power projects. Since allocation of these blocks in 2004, NTPC has been undertaking activities for the development of the blocks.

2. In 2006, NTPC officials moved to Barakagaon village in Jharkhand. Since then sporadic incidences have been happening (chronology of such incidences enclosed). With the imposition of President's rule in Jharkhand, there has been a positive initiative in the projects and R&R plan for Pakri-Barwadh has been approved in February, 2013. Immediately thereafter, NTPC took initiative to start disbursement of compensation and annuity to Project Affected Persons (PAPs). CMD, NTPC also visited Barakagaon on 7th May, 2013 and personally interacted with more than 500 villagers and answered to many of their queries. Now that all the equipments have been moved in and the work is about to start, some unconnected and unauthorized people have started creating problems for the project.

3. The power projects linked to the blocks are under advanced stage of construction. The first Unit of Barh Project is likely to be commissioned in July, 2013. NTPC has already incurred Rs. 1,000 crores for development of the projects and has also paid Rs 95 crores to the Indian Railways for linkage between Banadag and Hazaribagh to enable NTPC evacuate coal. There will be great national loss if the power project is commissioned but is not able to operate due to non-availability of coal.

4. In view of above, I would request that Jharkhand Government may kindly take steps to get the mining operation of NTPC started immediately. I am advising CMD, NTPC also for a focused follow up and work on the field.

With regards,

✓
DEC/07

P. Uma Shankar

Yours sincerely

P. Uma Shankar

(P. Uma Shankar)

Encl : as above

Shri Madhukar Gupta,
Adviser to Governor,
Raj Bhavan,
Ranchi - 834 008 (Jharkhand)

✓ Copy to: CMD,
N. T. P. C. Ltd,
CGO Complex, New Delhi



DAM/998
P. L.

Fax Copy Already Marked by CMD

ED (FT)
M. S. K.

कुमार सिन्हा
सचिव
भारत सरकार
ADEEP K. SINHA
Secretary
Government of India



विद्युत मंत्रालय
श्रम शक्ति भवन
नई दिल्ली-110001
Tele : 23710271/23711316
Fax : 23721487
E-mail : secy-power@nic.in

DO NO.FU-6/2011-IPC (Vol.II)

New Delhi, dated 18.07.2013

Dear *Shri Sharma*,

Please refer my predecessor's DO letter dated 06.06.2013 to yourself requesting to take steps to get the mining operation of NTPC started in respect of Pakri Bariyadh, Chail Bariatu and Kerandari blocks.

2. I understand that NTPC has apprised the problems faced in the development of Pakri-Barwadhi coal block. In the meeting with Cabinet Secretary on 19.06.2013 where you and the then Adviser, Jharkhand were also present.

3. NTPC has requested this Ministry that the following issues require assistance from the Jharkhand Government :

- I. Equipments are lying at the mine mouth in village Chirudh. Villagers are cooperating except some families, who are alleged unauthorized encroachers. NTPC has requested State Govt. to evacuate them and indicate, if any, compensation needs to be paid. State Govt. is yet to confirm.
- II. Transfer of the total Government land and the settlement of occupants who are not eligible as per the Jharkhand Govt's policy decision order of May, 2009 (compensation to person) needs to be addressed.
- III. The State Govt. has to enhance security arrangements in this area so that road construction work, which is awarded to CPWD, could be started.
- IV. Although R&R plan has been approved, NTPC is facing difficulty in identifying the beneficiaries. The State Government will have to quickly enhance their manpower for identifying the beneficiaries for payment by NTPC.

4. I request you to please take necessary action in addressing the above issues at the earliest to enable NTPC to commence its operation.

Encls :As above.

With Regards,

Yours sincerely,

Pradeep Kumar Sinha
(Pradeep Kumar Sinha)

18-7-13

Shri R.S. Sharma,
Chief Secretary,
Govt. of Jharkhand,
Ranchi,
Jharkhand.

aj

Pradeep Kumar Sinha
19/7/2013

19/7/2013



A Maharatna Company

डॉ. अरुप रॉय चौधरी
अध्यक्ष एवं प्रबंध निदेशक
Dr. Arup Roy Choudhury
Ph.D., IITD.
Chairman & Managing Director

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

01:CMD:PES:
August 27, 2013

Shri R.S. Sharma, IAS
Chief Secretary
Govt. of Jharkhand
Ranchi

Dear Sir,

Kindly refer our discussion held on July 30, 2013 regarding security of men and material pertaining to NTPC's Pakri-Barwadih, Chatti-Bariatu and Kerandari coal mining projects.

You are requested to kindly consider immediate deployment of additional State Armed Police for NTPC's Hazaribagh as well as Barkagaon Offices. The terms & conditions of such deployment as stipulated by the Govt. of Jharkhand will be acceptable.

With kind regards,

Yours faithfully,

(Arup Roy Choudhury)

Sr. Param
01

Director (Operations)

ED (FT)
24/8

GM/PB to
Coordinate
Shankh

Annexure B

8

D(O)
D(HR)

R. Sanyal - Revenue / A. S. - 1 - E No. 77
R. Sanyal Hom.



Pulok Chatterji
Principal Secretary

July 24, 2013

Dear Ram Sewak

E 19
11/01/13
21/07/13

R. Sanyal (Eier)

Handwritten notes: "I have we meet with Revenue) do resolve these issues PL poorer" and "Chief Secretary Jharkhand, Ranchi"

The NTPC has been allocated coal blocks for feeding its power plants. One such block, namely Pakri Barwadhi is located in the Hazaribagh district of Jharkhand and is scheduled to supply 15 MTPA of coal to various NTPC power plants.

I have been informed that work at Pakri Barwadhi Coal Block is at standstill for the last one year as certain unresolved administrative issues have led to law and order problems. I am drawing your attention to two such issues that need to be resolved urgently by the State Government:-

There are some encroachments in the forest land handed over to NTPC for which NTPC is willing to pay compensation to the encroachers. However, Government of Jharkhand is yet to take a decision on the compensation to be paid. Also, the State Government needs to provide a certified list of such encroachers so as to enable NTPC to pay compensation to them.

Government of Jharkhand has a policy for payment of compensation to those who are occupying government land for 30 years or more and such people are being compensated by NTPC as per the extant policy. However, there seems to be no policy in place for people who are living on or tilling government land for less than 30 years. The State Government needs to take a decision on compensation to be paid to such people. The NTPC is willing to pay the compensation, as decided by the Government of Jharkhand.

I would urge you to help resolve these issues quickly so that NTPC could start mining operations at Pakri Barwadhi Coal Block immediately.

With good wishes

Yours sincerely,

(Pulok Chatterji)

NTPC DOC. ID No. 050101131494

Shri R.S. Sharma, Chief Secretary, Government of Jharkhand, Ranchi-834004.

→ ED (FT)

उत्तराखण्ड कार्यालय
रौंकी
5/11
30/07/2013

27/08/13
11/08/13

8

प्रदीप कुमार सिन्हा
सचिव
भारत सरकार
PRADEEP K. SINHA
Secretary
Government of India

EDP (FT)
15/10



विद्युत मंत्रालय
श्रम शक्ति भवन
नई दिल्ली-110001
Tele : 23710271/23711316
Fax : 23721487
E-mail : secy-power@nic.in

D.O No. FU-6/2011-IPC

31st Oct., 2013

Dear

Please refer my earlier letter dated 18.07.2013 and 23.10.2013 (copy enclosed), wherein we had requested the support of Government of Jharkhand to help NTPC in starting coal extraction from the Pakri Barwadih mine in Hazaribagh district, wherein the men and machinery are already available at the mine end for start of coal mining.

2. Meanwhile, NTPC has informed this Ministry that on 26th October, 2013, a group of villagers gathered at the Chirudih mine site, which is the mine mouth of the Pakri Barwadih mine, manhandled the watchman and damaged the machinery. Apparently, they were protesting against the land acquisition and start of coal mining. Despite the incident, NTPC is committed to opening the mine at the earliest to start production.

3. We would again request you to please issue suitable instructions to the District authorities to get the issues resolved expeditiously so that coal mining can start from this mine. Needless to say that support of Government of Jharkhand is crucial to enable NTPC to commence the mine operations.

With regards,

एन टी पी सी
07/10/13/833

Yours sincerely,
Sd/-
(Pradeep K.Sinha)

Shri R.S.Sharma
Chief Secretary,
Govt of Jharkhand
1st Floor, Project Building Dhurwa
Ranchi-834004

Copy to:

The Chairman and Mg. Director, NTPC, New Delhi

D/O
cc: ED (L)

Partha
AT

Pradeep
(Pradeep K.Sinha)

cc: PES
cc: Shyam



जित्दतुत डु. सलधतुत
JYOTIRADITYA M. SCINDIA
D.O.No.12/2/2013-TH.II (13250)



Annexure P-21
वलदुत रलकुत डुतुरल (सुवलतुर डुरडुत) **276**

डुलरत सरकलर
Minister of State (I/C) for Power
Government of India
13, January, 2014

Dear

Shri Hemant Soren

As you are aware, NTPC is developing the Pakri-Barwadih coal block in Jharkhand. The R&R plan was approved by the State Government and NTPC has started payment of land compensation and R&R benefits to the project-affected families. Based on villagers' demand, NTPC, in consultation with the District Administration, enhanced land rates and subsequent R&R benefits and the same was approved by the State Government in February, 2013. All statutory clearances required for commencement of coal production are available and NTPC is ready to start mining operations at short notice.

2. I have been informed that a majority of local villagers are supporting NTPC bid to start coal mining. However, a small group of people, on instigation by narrow vested interests have stopped all activity at the site, caused damage to the mining machinery placed at site and also threatened officials of NTPC and its associates.

3. It is now reported that some villagers with support from NGOs, have even started illegal mining of coal in the Pakri-Barwadih block area. This is against the law of the land.

4. I would like to bring to your notice that lack of State policy/ guidelines for dealing with encroachers of Government Land (for less than 30 years) and in Forest Land (those not covered under FRA) is one of the major issues creating bottlenecks in acquiring land.

5. I am told that CMD, NTPC in the meeting held on 22.11.2013, had briefed you about their readiness to start mining and also appraised you about the above issues. I am glad to know that you had agreed to extend all support and have also agreed to be present during the mine opening ceremony of Pakri-Barwadih.

6. I would, therefore, request for your urgent personal intervention in the matter, so that mining could commence in the Pakri-Barwadih block and request you to finalise a convenient date to bless this important activity.

With regards,

Yours sincerely,

Jyotiraditya M. Scindia
JYOTIRADITYA M.SCINDIA

Shri Hemant Soren
Hon'ble Chief Minister of Jharkhand
Kanke Road
Ranchi, Jharkhand-834008





A Maharatna Company

एन टी पी सी लिमिटेड
(भारत सरकार का उद्योग)

277

NTPC Limited

(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग

Coal Mining Projects, Hazaribag

Ref. No. 1040/PBCMP/HR/2014/

दिनांक:-04.08.2014

To,

The Dy Commissioner
Hazaribagh Distt.
Jharkhand

Subject:- Security threat to our employees going for execution and supervision work at Barkagaon and Kerederi block.

Respected Sir,

Your kind attention is drawn towards the security of our employees who are going for the site visit daily for different mine activities. In the recent development, different MAOIST group in the area of Barkagaon and Keredari have become active and trying to make calls from uninditfied numbers , asking for different materials for their use. As we know, being the employees of PSU, we are not in a position to comply with their demand. Complaint to this effect has been lodged at Kerederi thana in consultation with DSP (CCR).

On 26/07/2014 ,communication from SHO Barkagaon was received regarding planning of one of the moist group to kidnap NTPC officials and it was advised to be alert during our movement to different site. This massage has created fear in mind of our employees which in term hamper the progress of work for opening of mine.

In view of above, it is earnestly requested to take suitable measure for the protection of life of our employees so as to ensure fearless environment for discharging individual responsibilities.

With regards

Yours faithfully,

B B Mohapatra
04/08/14

B B Mohapatra

Addnl General Manager(HR)

26/8/14

कोल खनन परियोजनाएँ, उज्जवल कॉम्प्लेक्स, पुग्गमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003



Coal Mining Company

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

Ref.no.7010/GM Sectt/Security/35/2014

Date:11/06/2014

To,
Shri Sukhdev Singh, IAS
Pr.Secy. to Hon'ble Chief Minister,
Govt.of Jharkhand
Project Building,Durwa
RANCHI

Dear Sir,

Please find enclosed some of the communications to District Authorities,Hazaribagh with regard to providing safeguards and protection to our construction activities being carried out at various locations. Time & again, these activities are being tried to be disrupted under the directions of the Hon'ble Minister Sh.Sao.

Today itself(11/06/2014), the work of boundary wall of substation site(near Pakri Barwadih village) was going on since morning thru the village co-operative society of the nearby village. The work was going on smoothly till the Hon'ble Mantri Ji came to site in the afternoon.He threatened the villagers and took away the tools of the workers in his vehicle. We apprehend , he will involve the villagers in FRIVOLOUS cases. We are feeling constrained and threatened even to do the project work on fully compensated area and where the willing support of the villagers is available.

Kindly do intervene so that the projects of National Importance benefiting both Govt.of Jharkhand and the people of the State are carried out in National Interest.

With kind regards.

Yours faithfully,

(R S RATHEE)
GENERAL MANAGER(I/C)
NTPC COAL MINING PROJECTS

Encl: Various Communications
to District authorities

कोल खनन परियोजनाएँ, उज्ज्वल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003



o/c

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

दिनांक:-11.06.2014

Ref: No. 1040/PBCMP/HR/2014/

To,

The Commissioner
Hazaribagh Distt.

Subject:- Disturbance of Electrical substation construction work of PBCMP at Barkagaon,
Hazaribagh

Respected Sir,

Reference to our earlier communication dated 29.04.2014 , our mining activities was started after parliamentary election and the subject work was being executed at Khata No 37/38/59/29/121 on Plot No.401 401/402/403/407/408/411/412/415/418/419/420/644 of Pakri Barwadih village, Barkagaon Block.

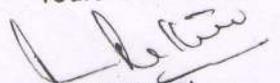
Today during noon, as per our in hand information , a group of people led by local MLA cum Hon'ble Agriculture Minister of GoJH suddenly reached the construction site and disturbed the ongoing activities. The tools being used by the workers were snatched and taken away by the group and hence the construction activities comes to standstill. You must appreciate the effort of NTPC Limited to open its coal mining at Barkagaon which contribute towards the development of the state and Barkagaon at large.

It is right place to mention that the construction work was being executed through the village co-operative on the lands of NTPC PBCMP . Also full land compensation payment and the annuit were already made to the owners and they had no objection on NTPC for any activities of the company.

Hence, your good office is sincerely requested to provide a congenial environment for execution of our planned activities i.r.o opening of mine by maintaining proper law and order and providing protection.

With regards

Yours faithfully,


(R S RATHEE)
General Manager

Copy to:- 1. Dy. Commissioner , Hazaribagh
2. DIG Police, Hazaribagh
3. Superintendent of police, Hazaribagh

कोयला खनन परियोजनाएँ, उज्जवल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

428

23-5-14

ज्ञापांक-...297.../गो0(परि0)

पुलिस उप-महानिरीक्षक का कार्यालय, उत्तरी छोटानागपुर क्षेत्र, हजारीबाग।
हजारीबाग, दिनांक :- 21.05.14

सेवा में,

पुलिस अधीक्षक,
हजारीबाग।

प्रसंग :- महाप्रबंधक, एनटीपीसी कोयला खनन परियोजना, हजारीबाग का पत्रांक-1040/
एच0आर0 दिनांक-20.05.14

विषय:- एनटीपीसी बड़कागाँव कार्यालय के सामने सम्भावित धरना प्रदर्शन के सूचनार्थ हेतु।

उपरोक्त प्रसंगाधीन विषयक पत्र की मूल प्रति संलग्न कर भेजते हुए निर्देशित किया जाता है कि अभ्यावेदन में वर्णित तथ्यों के आलोक में ससमय आवश्यक कार्रवाई सुनिश्चित करें तथा कृत कार्रवाई से इस कार्यालय को भी अवगत करायें।

अनुलग्नक :- यथोपरि।

प्रतिलिपि :- महाप्रबंधक, एनटीपीसी कोयला खनन परियोजना, हजारीबाग को उनके प्रसांगिक पत्र के आलोक में सादर सूचनार्थ।

पुलिस उप-महानिरीक्षक,
उत्तरी छोटानागपुर क्षेत्र, हजारीबाग।

पुलिस उप-महानिरीक्षक,
उत्तरी छोटानागपुर क्षेत्र, हजारीबाग।

AGM (HR)
For M. H.

23.5.14



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

Ref: No. 1040/PBCMP/HR/2014/

दिनांक:-20.05.2014

प्रेषक,
महाप्रबन्धक
एनटीपीसी कोयला खनन परियोजना,
हजारीबाग।

To
The Commissioner
Hazaribagh

विषय:- एनटीपीसी बड़कागाँव कार्यालय के सामने सम्भावित धरना प्रदर्शन के सूचनार्थ हेतू।

महाशय,

सूचना के अनुसार ये आपको अवगत कराना उचित होगा की कुछ लोग जिनका हमारे परियोजना के साथ कोई सम्पर्क नहीं है वे 25.05.2014 से हमारे बड़कागाँव स्थित कार्यालय के सामने धरना प्रदर्शन कर सकते हैं जिसमें कुछ राजनितिक छवी शामिल होने का आभास है।

यह बताना उचित रहेगा कि हमारे बड़कागाँव का कार्यालय पूर्ण रूप से संचालित है और हमारे सारे कर्मचारी वहाँ दिन-प्रतिदिन कार्य कर रहे है।

अतः आपसे सविनय निवेदन है कि सम्भावित धरना को ध्यान में रखते हुए वहाँ विधि व्यवस्था बनाये रखें ताकि परियोजना का कार्य निरकुंश चलता रहे, इसके लिए हम सदा अभारी बना रहेंगे।

धन्यवाद,

प्रिण्टेड
21-05-14
[Handwritten Signature]

आपका विश्वासी

[Handwritten Signature]
(रविन्द्र सिंह राठी)
महाप्रबन्धक

प्रतिलिपि:- 1. Dy. Commissioner, Hazaribagh
2. DIG Police, Hazaribagh
3. Superintendent of police, Hazaribagh

[Handwritten Signature]
21-05-14

कोल खनन परियोजनाएँ, उज्जवल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

ज्ञापांक- 250 / गो0(परि0)

पुलिस उप-महानिरीक्षक का कार्यालय, उत्तरी छोटानागपुर क्षेत्र, हजारीबाग।
हजारीबाग, दिनांक :- 29. 04.14

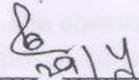
सेवा में,

पुलिस अधीक्षक,
हजारीबाग।

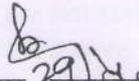
प्रसंग :- श्री आर0एस0 राठी, जेनरल मैनेजर, एन0टी0पी0सी0, हजारीबाग का पत्र सं0 1040 /
दिनांक 29.04.2014

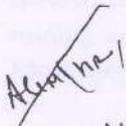
विषय:- Restarting our activities in PB, CB & KD Coal Mining Projects and
maintaining law and order.

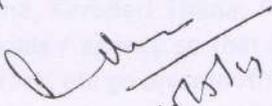
उपरोक्त प्रसंगाधीन विषयक पत्र का निदेश करें जो सीधे आपको प्रेषित है और स्वतः स्पष्ट है। प्रसांगिक पत्र में दिये गये सूचना/निदेश के आलोक में आवश्यक कार्रवाई सुनिश्चित करते हुए कृत कार्रवाई से इस कार्यालय को भी अवगत करायें।

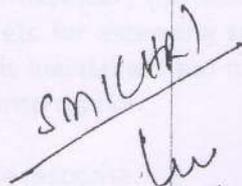

पुलिस उप-महानिरीक्षक,
उत्तरी छोटानागपुर क्षेत्र, हजारीबाग।

प्रतिलिपि:- श्री आर0एस0 राठी, जेनरल मैनेजर, एन0टी0पी0सी0, हजारीबाग को उनके प्रसांगिक पत्र के आलोक में कृपया सूचनार्थ।


पुलिस उप-महानिरीक्षक,
उत्तरी छोटानागपुर क्षेत्र, हजारीबाग।


Mr. (H/S)


10/5/14


12/05



A Maharatna Company

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited

(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

Ref: No. 1040/PBCMP/HR/2014/

Date: 29.04.2014

To

The Superintendent of Police,
Hazaribag

Sub: Re-starting our activities in PB, CB & KD Coal Mining Projects and maintaining law and order – reg.

Respected Sir,

As you are aware, NTPC a Maharatna PSU company of Gol has been allocated three coal blocks (PB, CB & KD) at Barkagaon and Keredari block of Hazaribagh district, Jharkhand. Accordingly mining activities has already been started in Pakri Barwadih Coal block at Barkagaon. Construction of Resettlement and Resettlement (R&R) colony in the Dhenga village, Barkagaon block is a critical and important activity which shall rehabilitate the homestead families from the Project Affected Villages (PAVs). The construction work is being executed through M/s NBCC, a reputed Govt. Agency. Besides ,another proposed construction work which is of utmost importance is the SISF barrack at Nagadi village, where the work was awarded to the nearby village Cooperatives.

The above construction activities of R&R Colony at Dhenga and SISF barrack at Nagadi village was forcibly discontinued due to continuous opposition / dharna by a group of villagers, who are not stake holders of the land. Besides, due to recent parlianmentary election , movement of our employees were restricted to the sites of construction.

Now as the election activities are over, we are going to restart the works in PBCMP. Also our CD/CSR and mining activities of CB & KD coal mining projects of Keredari block are to be started in full swing. Movement of our employees and agencies shall be frequent to all the three mining sites.

It is earnestly requested to please issue necessary instructions to the SHOs of the concerned Barkagaon Thana, Keredari Thana, Pelawal Thana, etc for extending support through local police bandobast to our officials / agency so that law and order is maintained and our construction activities like R&R colony, SISF barrack, etc go on smoothly without any interruption.

Thanking you in anticipation of a favorable response.

Regards,

Yours faithfully,

(R.S. Rathee)

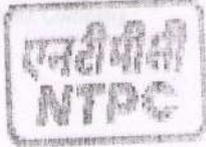
General Manager(PB, CB & KD)

Copy to: 1. Dy. Commissioner, Hazaribagh : For kind information please.
2. DIG, Hazaribag : For kind information Please.

कोल खनन परियोजनाएँ, उज्ज्वल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

Ymk
29/04/14
Trachef
29-4-14



Transforming India HR/SEC/2014

NTPC Limited
A Group of Public Enterprises
Power, Water, Transport, Urban
Development Projects, Hazardous
Waste Management

PB, CB & KD CMP

Date: 11.03.2014

Ref No: 1040/PB-HR/2014

To

SHO,
Barkagaon Police Thana,
Hazaribagh

Sub: Attack by miscreants at ITI building, Dhenga at night on dt. 10.03.2014

Sir,

As per reports on dt. 10.03.2014 around 11.45 pm at night, a few miscreants around 5 nos. came in motorcycle at the ITI building, Dhenga (under Barkagaon Police Station). They threatened the security guard of the contracting agency and the homeguard on duty. They asked for the name and mobile no of contractor and threatened with dire consequences if the work of ITI building is not stopped by the contracting agency. To scare the guards they also fired from their pistol in the open air. The miscreants fled in their motorcycles after seeing a patrolling vehicle from thana approaching.

This is for kind information.

Thanking you,

Yours faithfully,

Sr. Manager(HR)
[On behalf of NTPC Limited]

CC: DSP, Rural, Hazaribagh.....for kind information

Reeher
13/3/14
B. Gamm PE

Ref No: 1040/PB/HR/SEC./2014/

Date: 13.02.2014

सेवा में,

थाना प्रमारी बड़कागाँव
हजारीबाग।

विषय:- ढेंगा में एनटीपीसी के आर० एण्ड आर० कॉलोनी के निर्माण कार्य में अवरोध तथा कर्मियों एवं अधिकारियों को धमकाने की कोशिश।

महाशय,

जैसे कि आपको अवगत है कि हमारे आर० एण्ड आर० कॉलोनी का कार्य ग्राम ढेंगा में चल रहा है तथा आज सुबह हमारे एजेन्सी अपने कार्य में लगे थे उसी वक्त लगभग 20-25 लोग ने आ कर कार्य स्थल में अवरोध उत्पन्न किया। वे वो लोग थे जिनका उस जमीन या परियोजना से कोई संबंध नहीं है, अतः उनका मुख्य उद्देश्य एनटीपीसी के कार्य में बाधा उत्पन्न करना तथा एजेन्सी को परेशान करना था। सूचना के अनुसार अवरोध उत्पन्न करने वाले व्यक्तियों डंडा, गैता, कुल्हाड़ी और दुसरे हथियारों से लैश थे और उन्होंने एजेन्सी के कार्य स्थल से उनका यंत्र छिनने का प्रयास किया, जिससे कि एजेन्सी के लोगों में भय का महौल बन गया है और कार्य स्थगित करना पड़ा।

अतः आपसे अनुरोध है कि हमारे ढेंगा स्थित कार्य स्थल पर कानून व्यवस्था बनाये रखने कि कृपा करें, ताकि कार्य स्थल पर कार्य कर रहे व्यक्तियों को किसी प्रकार का जान-माल का खतरा न रहे तथा परियोजना का कार्य सुचारू रूप से किया जा सके।



प्रतिलिपि:-

उप पुलिस अधिक्षक (ग्रामीण), हजारीबाग।

[अश्वबाह प्रतिनिधि संलग्न]

आपका विश्वारी

(तनमय दत्ता)

वरिष्ठ प्रबंधक (मानव संसाधन)

Date: 12.02.2014

Ref No: 1040/PB-HR/2014/383

To

The Superintendent of Police,
Hazaribagh

Sub: Hindrance by a group of people in construction of R&R colony at Dhenga village, Barkagaon Thana

Respected Sir,

As you aware, NTPC a Maharatna PSU company of GoI, has been allocated three coal blocks (PB, CB and KD) at Barkagaon and Keredari block of Hazaribagh Distt, Jharkhand. Accordingly mining activities has already been started in Pakri Barwadih Coal block at Barkagaon. Construction of Resettlement and Rehabilitation (R&R) colony in the Dhenga village, Barkagaon block is a critical and important activity which shall rehabilitate the homestead families from the Project Affected Villages (PAVs). The construction work is being executed through M/s NBCC, a reputed Govt. agency.

It is very unfortunate to inform that we are facing regular hindrances in the construction of the R&R colony by a group of people who are not stake holders of the land /project, are continuously opposing the work through sit on dharna near the site. Sometimes, obstruction is being created for the material and machine movement in the area, always posing a threat to the officials and labourers of the Agency. It is worthwhile to mention that on 16.01.2014 a few unknown miscreants damaged the constructed wall of the house. The SAP forces are handicapped to take control over the situation for the reason best known to your good office. Such hindrances in construction of R&R colony not only delaying the mining activities of the company but also delaying the development project of the state and Hazaribagh district in particular.

Hence, it is earnestly requested for appropriate action to resolve the issue so that mining activities including construction of our R&R colony at Dhenga goes on without any blockades from the villagers who are not stake holders / PAPs of the project. A strong contingent of police personnel may please be deployed at the above site to avoid any untoward incidence and to ensure uninterrupted construction activities.

Thanking you in anticipation of a favorable response.
Regards.

Yours faithfully,

(Signature)
(B.B. Mohapatra)
Add. General Manager (HR)

mmh
13/02/14
13/2/14
Copies : Dy. Commissioner, Hazaribagh
DIG (Police), Hazaribagh :
Commissioner, Hazaribagh :
S.P. HZB.

: For kind information pi.
- do -
: -do-



NTPC Company

एन टी पी सी लिमिटेड 287
(भारत सरकार का उद्यम)

NTPC Limited

(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

Ref No: 1040/PB-HR/2014

Date: 18.01.2014

To
**SHO, Police Thana,
Barkagaon,
Dist. Hazaribagh**

**Sub: Damage of construction site of NTPC,s R&R Colony at Dhenga village
On 16th Jan, 14 – Reg.**

Sir,

This is to inform that during the 'Dharna Pradarshan' on 16.01.2014 by group of people under the banner 'Karanpura Bachaoi Sangharsh Samiti' near the proposed Resettlement & Rehabilitation Colony in Dhenga village (under Barkagaon Thana). The villagers were exhorted to close down the NTPC site office in Barkagaon and sit on dharna in the main gate to prevent the entry and exit of officials and materials.

After the dharna it was observed that 40 – 50 bricks have been uprooted from the construction site, photograph is attached for reference.

It is relevant to mention that such kind of attacks on the construction sites will scare away the officials of agency who has been awarded the construction work. Labourers will be afraid to venture in the site.

Hence, it is requested to please take adequate security measures at Dhenga R&R colony site and at office Barkagaon site office, so that there is no untoward incident is reported and progress in construction activities is maintained.

Thanking you,

Yours faithfully,

Sr. Manager (HR)

Encl: Copy of newspaper reports

CC: 1)SP, Hazaribagh....for kind information

2)DSP, Rural, Hazaribagh....for kind information

कोल खनन परियोजनाएँ, उज्ज्वल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

कोल खनन परियोजनाएँ, उज्ज्वल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

Received
P.D. K.
18-1-14

संदर्भ सं: 1040/पीबी-एचआर/2014/

दिनांक: 10.03.2014

सेवा में,

थाना प्रभारी (बड़कागाँव),
हजारीबाग ।

विषय:- गाँव वालों द्वारा एनटीपीसी कार्य को अवरुद्ध करने के संबन्ध में सूचनार्थ ।

महोदय,

दिनांक 08.03.2014 को एनटीपीसी, कोयला खनन परियोजना के अधिकारियों ने बड़कागाँव अंचल के नगडी गाँव में SISF बैरक को जानने हेतु गये हुए थे। अधिकारियों की निजी सुरक्षा हेतु सैप टीम भी उनके साथ था। जब एटीपीसी अधिकारी निर्माण स्थल पर पहुँचे, तब कुछ लोग/ग्रामीणों के समूह जिसका नतृत्व कैलाश राणा कर रहे थे, एनटीपीसी अधिकारियों का जमकर विरोध किया और धमकी देते हुए बंधक बना दिया।

इस विषय में उन्होंने एनटीपीसी अधिकारियों से जबरन Undertaking लिखवा लिया कि गाँव में प्रवेश नहीं करेंगे। उसके बाद ही एनटीपीसी के अधिकारियों को वापस जाने की अनुमति दिया।

उपरोक्त घटना आप के जानकारी हेतु प्रेषित। ये घटना एनटीपीसी के अधिकारियों के मनोबल पर आघात कर रहे हैं और एनटीपीसी के कार्य पर रुकावट डाल रहे हैं। ये घटना अखबारों में भी प्रकाशित हुआ है जो संलग्न है।

धन्यवाद



संलग्न : अखबार की प्रति

Deelua
10/3/14

विश्वासभाजन

वरिष्ठ प्रबंधक(मा0सं)
एनटीपीसी लिमिटेड

प्रति : DSP Rural, Hazaribag – सादर सूचनार्थ



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited

(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

Ref No: 1040/PB-HR/2014/383

Date: 12.02.2014

To

The Superintendent of Police,
Hazaribagh

Sub: Hindrance by a group of people in construction of R&R colony at Dhenga village, Barkagaon Thana

Respected Sir,

As you aware, NTPC a Maharatna PSU company of Govt, has been allocated three coal blocks (PB, CB and KD) at Barkagaon and Keredari block of Hazaribagh Distt, Jharkhand. Accordingly mining activities has already been started in Pakri Barwadih Coal block at Barkagaon. Construction of Resettlement and Rehabilitation (R&R) colony in the Dhenga village, Barkagaon block is a critical and important activity which shall rehabilitate the homestead families from the Project Affected Villages (PAVs). The construction work is being executed through M/s NBCC, a reputed Govt. agency.

It is very unfortunate to inform that we are facing regular hindrances in the construction of the R&R colony by a group of people who are not stake holders of the land /project, are continuously opposing the work through sit on dharna near the site. Sometimes, obstruction is being created for the material and machine movement in the area, always posing a threat to the officials and labourers of the Agency. It is worthwhile to mention that on 16.01.2014 a few unknown miscreants damaged the constructed wall of the house. The SAP forces are handicapped to take control over the situation for the reason best known to your good office.

Such hindrances in construction of R&R colony not only delaying the mining activities of the company but also delaying the development project of the state and Hazaribagh district in particular

Hence, it is earnestly requested for appropriate action to resolve the issue so that mining activities including construction of our R&R colony at Dhenga goes on without any blockades from the villagers who are not stake holders / PAPs of the project. A strong contingent of police personnel may please be deployed at the above site to avoid any untoward incidence and to ensure uninterrupted construction activities.

Thanking you in anticipation of a favorable response.
Regards.

Yours faithfully,

[Signature]
12/02/14

(B.B. Mohapatra)

Add. General Manager (HR)

Copies : Dy. Commissioner, Hazaribagh : For kind information pi.
DIG (Police), Hazaribagh : - do -
Commissioner, Hazaribagh : - do -
S.P. HZB.

कोल खनन परियोजनाएँ, उज्जवल कॉम्प्लेक्स, पगमिल रोड, हजारीबाग- 825301, फोन-06546-270622, फैक्स-06546-270744
Coal Mining Projects, Ujjwal Complex, Pugmil Road, Hazaribag - 825301, Ph.: 06546-270622, Fax : 06546-270744

Registered Office : NTPC Bhawan Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

Name of News paper

Edition

Date

संदर्भ: 1040/एनटीपीसी/2014

दिनांक: 14.01.2014

सेवा में,

थाना प्रगारी,
बड़कागाँव।

विषय: एनटीपीसी द्वारा निर्माणधीन पुर्नस्थपाना एवं पुर्ननिर्माण आवासीय परिसर में 16 जनवरी 2014 से धरणा एवं प्रदर्शन हेतु सूचनार्थ।

महोदय,

यह सूचित किया जा रहा है कि बड़कागाँव थाना अन्तर्गत ग्राम डेगा में एनटीपीसी द्वारा निर्माणधीन पुर्नस्थपाना एवं पुर्ननिर्माण आवासीय परिसर, पकरी बरवाडीह कोयला खनन परियोजना के लिए अति महत्वपूर्ण है जिसमें परियोजना से विस्थापित परिवारों का पुर्नवास किया जाना है।

यह अवगत करना है कि पुर्नस्थपाना एवं पुर्ननिर्माण आवासीय परिसर के निर्माण हेतु एनटीपीसी नागक सरकारी उपक्रम को कार्य सौंपा गया है एवं कार्य प्रगतिशील है। यह बताते चले कि कुछ बाहरी तत्वों द्वारा आवासीय परिसर के निर्माण में बाधाये उत्पन्न होते आ रहे है। जिससे पुर्नवास की प्रक्रिया एवं कोल उत्पादन कि प्रक्रिया पर असर पड़ता है।

हमे ज्ञात हुआ है कि 12 जनवरी 2014 को कुछ लोग "कर्णपुरा बचाव संघर्ष समिति" के बैनरतले पकरी बरवाडीह देवीमंडप में एकत्रित हुये एवं निर्णय लिया कि 16 जनवरी 2014 से ग्राम डेगा में आवासीय परिसर में धरणा एवं प्रदर्शन करेंगे। जहाँ तक ज्ञात है इस समिति के लोग परियोजना प्रभावित नहीं है एवं इनका मुख्य उद्देश्य परियोजना में बाधा उत्पन्न करना है।

अतः महोदय से अनुरोध है कि उपरोक्त विषय को संज्ञान लेते हुए परियोजना स्थल पर सुरक्षा व्यवस्था उपलब्ध कराने का कष्ट करे, जिससे ग्राम डेगा में निर्माणधीन एनटीपीसी का पुर्नस्थपाना एवं पुर्ननिर्माण आवासीय परिसर के कार्य में बाधा उत्पन्न न हो।

धन्यवाद ।

संलग्न : समाचार पत्र में प्रकाशित खबर की प्रति।

प्रति: सूचनार्थ हेतु प्रेषित

पुलिस उप-अधीक्षक(ग्रामीण)

विश्वरामभाजन

विजय कुमार

(विजय कुमार)

वरिष्ठ प्रबंधक (मानव संसाधन)

Meeting of CCI Project Monitoring Group with Chief Secretary, Govt. of Jharkhand

Date: 06.01.2014 at 04:00 PM

Venue: Conference Hall, Mantralaya, Dhurwa, Ranchi

AGENDA POINTS FOR DISCUSSION*[Common for Pakri-Barwadih (Project Sl. No. 470), Chatti-Bariatu (Project Sl. No. 471) & Kerandari (Project Sl. No. 473)]*

1. Start of Mining Operations - Revised schedule awaited for Ground-breaking ceremony of Pakri-Barwadih coal mining project by Hon'ble Chief Minister (Govt. of Jharkhand).
2. Adverse of law and order situation at project site :
 - Opposition by villagers, stoppage of work in all fronts (including Hazaribagh-Banadag Rly Link work by ECR), manhandling of staffs of NTPC and its contractors, damage of HEMM (placed at mine mouth), etc.
 - Extraction of coal, illegally, by villagers in NTPC block area
 - Dist. Admn. advised NTPC to stop all site activities till further order

Support from Hazaribagh District Administration and Govt. of Jharkhand is required in establishing congenial environment and maintaining of favorable law & order situation at project site to allow NTPC staff to take up all site activities including community development works, on fast pace.

[Details enclosed at Flag B]

3. No policy available in Jharkhand for unauthorised occupiers :
 - a. In GM (Govt.) land and GM jungle-jhari land (for < 30 years) and
 - b. In Forest area (for those not covered under Forest Rights Act 2006)

State Govt. of Jharkhand to issue policy guidelines for such unauthorised occupiers and Dist. Admn. to certify the list of these unauthorised occupiers for payment of compensation by NTPC.

[Details enclosed at Flag A, E & G]

4. Hazaribagh Dist. Admn. may accord priority for NTPC's coal blocks - to conduct more number of camps for disbursement of land compensation payment in Pakri-Barwadih to facilitate re-commencement of work at site.

Special Land Acquisition officer may be deployed at Hazaribagh to exclusively assist NTPC for land acquisition.

[Details enclosed at Flag C]

5. **Transfer of balance 436 acres of GM(Govt.) and 48 acres of GM jungle-jhari land - pending with Revenue Department, Jharkhand, since Jan.'11.**

GM(Govt.) land

- a. Pakri-Barwadih : Total: 644 acres, Approved: 502 acres, Pending: 142 acres
- b. Chatti-Bariatu : Total: 199 acres, Approved: 66 acres, Pending: 133 acres
- c. Kerandari : Total: 254 acres, Approved: 93 acres, Pending: 161 acres

GM jungle-jhari land

- d. Chatti-Bariatu : Total: 48 acres, Approved: Nil, Pending: 48 acres

Support of Govt. of Jharkhand is requested for early transfer of balance Govt. land to NTPC by Jharkhand State Govt.

[Details enclosed at Flag D, F & H]

BACKGROUND NOTE

Project Name
Pakri-Barwadih

Project Sl. No.
470

Project ID
CS3500046

CABINET SECRETARIAT

GOVERNMENT OF INDIA

Search

This site only
 WWW

Description

Project Sl.No.: 470 / Project ID: CS3500046

Project Name: Pakri-Barwadih Coal Block

Ministry: Power

Location State 1: Jharkhand

Location State 2:

Location State 3: Jharkhand

Implementation Mode: Public

Project Cost: 3193 In Crore

Brief Description Of Project Ministry of coal allocated the Pakri-Barwadih coal block to NTPC on 11.10.2004, it has Geological reserves of 1436 MT, Production Target - Sep.2013 Annual rated capacity - 15 MTPA, Project Status as on 25.07.13 • Geological Report available. Mining Plan approved by MOC. • Environment Clearance accorded by MOEF. • Stage I & II forest clearances accorded by MOEF. Forest land available. • Mine Developer cum-Operator appointed and machinery moved to site. • Other major contracts like Coal Handling Plant, Railway Siding, Substation, R&R Colony etc. have been awarded. • All notifications for land acquisition completed. Rehabilitation Action Plan approved by NTPC Board and Govt. of Jharkhand. Payment for 721 acres of land compensation disbursed to project affected families. till date. • Govt. of Jharkhand has approved transfer of 502 acres of Govt. land & 543 acres of jungle-land to NTPC. • Total expenditure of approx Rs. 1000 Cr. incurred so far.

Bank:

Date Of Financial Closure Expected:

Date Of Financial Closure Actual:

Implementation Started: YES

Scheduled Date Of Completion : 31-03-2017

Anticipated Date Of Completion: 31-03-2017

Status: Project Accepted for consideration by PMG

Flag A

Issue No 1 : Unauthorised occupiers in Govt. land and GM *jungle-jhari* land - for less than 30 years and in forest area - for those not covered under Forest Rights Act, 2006.

ISSUE		
State/UT: Jharkhand	No policy for encroachers available in Jharkhand State for the following a. In Govt. land and GM <i>jungle-jhari</i> land - for less than 30 years and b. In forest area - for those not covered under Forest Rights Act, 2006 There are encroachers residing on coal block area for a period of less than as well as more than 30 years. NTPC is ready to pay compensation to these encroachers based on policy guidelines of the State Govt. While there are policy guidelines available in the State of Jharkhand for compensation, rehabilitation and resettlement of the encroachers residing on GM land and GM <i>jungle-jhari</i> land for more than 30 years, no policy guidelines exist for encroachers residing on such land for less than 30 years as well as on forest land, for those not covered under Forest Rights Act, 2006. State Govt. of Jharkhand may kindly issue policy guidelines for such encroachers and Dist. Admn. may kindly certify the list of these encroachers for payment of compensation by NTPC.	Status: Open
DECISION(S)		
Meeting Date 30-08-2013	Minutes Hazaribagh can also take the Electoral Roll of 30 years back as a documentary evidence to decide and to certify the list of encroachers. DC, Hazaribagh will take appropriate action land ensure that this issue shall be resolved in next two months.	Status: Issue Considered

Issue as recorded in CCI Project Management System: No policy for encroachers available in Jharkhand State for the following:

- In Govt. land and GM *jungle-jhari* land - for less than 30 years and
- In forest area - for those not covered under Forest Rights Act, 2006

There are encroachers residing on coal block area for a period of less than as well as more than 30 years. NTPC is ready to pay compensation to these encroachers based on policy guidelines of the State Govt. While there are policy guidelines available in the State of Jharkhand for compensation, rehabilitation and resettlement of the encroachers residing on GM land and GM- *jungle-jhari* land for more than 30 years, no policy guidelines exist for encroachers residing on such land for less than 30 years as well as on forest land, for those not covered under Forest Rights Act, 2006. State Govt. of Jharkhand may kindly issue policy guidelines for such encroachers and Dist. Admn. may kindly certify the list of these encroachers for payment of compensation by NTPC

Decision in the last CCI review meeting held on 30.08.13: DC, Hazaribagh informed that direction of Government for payment of compensation for *Raiyats* (Encroachers) over the land for a period less than 30 years has been received. The district administration is working on modalities to certify the list of encroachers. DC, Hazaribagh can also take the Electoral Roll of 30 years back as a documentary evidence to decide and to certify the list of encroachers. DC, Hazaribagh will take appropriate action land ensure that this issue shall be resolved in next two months.

Present Status:

- Policy guidelines for such unauthorised occupiers is awaited from State Govt. of Jharkhand. Survey & certification of such unauthorised occupiers is still under progress by Dist. Admn.

- NTPC has submitted a list of 874 unauthorized occupiers on 994 acres of GM, GM jungle-jhari and forest area to Dist. Admn. on 02.09.13, as per the total encroachment (less than and more than 30 years) data available as on date.
- In this regard, CMD, NTPC had a meeting with Hon'ble Chief Minister of Jharkhand on 22.11.13.

NTPC is ready to pay compensation to these unauthorized occupiers based on policy guidelines, if any and after certification/authorization of land such unauthorized occupiers by Dist. Admn.

Flag B

Issue No 2 : Adverse law and order situation at project site.

ISSUE		
State/UT: Jharkhand	Work on all fronts i.e. MDO infra, CHP, Substation, R&R colony, etc. are stopped by villagers / locals led by local MLA for more than one year w.e.f. 11.02.12 in Pakri-Barwadih coal block. Law and order situation is not conducive at site. Employees of NTPC and contractors are being manhandled by the villagers / locals, non-PAPs, extremists, etc. Men and machinery are ready at site, but work could not be started. Support from Hazaribagh District Administration and Govt. of Jharkhand in establishing congenial environment and maintaining of favorable law and order situation at project site to re-start work and also to allow NTPC staff to take up community development works on fast pace.	Status: Open
DECISION(S)		

Issue as recorded in CCI Project Management System: Work on all fronts i.e. MDO infra, CHP, Substation, R&R colony, etc. are stopped by villagers / locals led by local MLA for more than one year w.e.f. 11.02.12 in Pakri-Barwadih coal block. Law and order situation is not conducive at site. Employees of NTPC and contractors are being manhandled by the villagers / locals, non-PAPs, extremists, etc. Men and machinery are ready at site, but work could not be started. Support from Hazaribagh District Administration and Govt. of Jharkhand in establishing congenial environment and maintaining of favorable law and order situation at project site to re-start work and also to allow NTPC staff to take up community development works on fast pace.

Decision in the meeting held on 30.08.13: Nil

Present Status:

All clearances / permission required for start of mining operations are available. Men and machinery are placed at mine mouth for last 10 months.

'Ground-breaking' ceremony of this mine by Hon'ble Chief Minister of Jharkhand and Hon'ble Union Minister for Rural Development was planned to be held on 19.10.13 - postponed to 26.10.13 - again preponed to 24.10.13 - finally postponed again by Jharkhand Govt.

- In this regard CMD, NTPC on 27.08.13 requested Chief Secretary, Jharkhand for deployment of additional State Armed Police for NTPC's projects in Jharkhand for the security of men and material. The issue of security for NTPC project related activities, employees and agencies was also discussed in the meeting of Addl. Secy(Cabinet Secretariat), Govt. of India with Chief Secy. of Jharkhand on 30.08.13, wherein Chief Secretary, Govt. of Jharkhand assured for all assistance.

- NTPC has submitted a list of 874 unauthorized occupiers on 994 acres of GM, GM jungle-jhari and forest area to Dist. Admn. on 02.09.13, as per the total encroachment (less than and more than 30 years) data available as on date.
- In this regard, CMD, NTPC had a meeting with Hon'ble Chief Minister of Jharkhand on 22.11.13.

NTPC is ready to pay compensation to these unauthorized occupiers based on policy guidelines, if any and after certification/authorization of land such unauthorized occupiers by Dist. Admn.

Flag B

Issue No 2 : Adverse law and order situation at project site.

ISSUE		
State/UT: Jharkhand	Work on all fronts i.e. MDO infra, CHP, Substation, R&R colony, etc. are stopped by villagers / locals led by local MLA for more than one year w.e.f. 11.02.12 in Pakri-Barwadih coal block. Law and order situation is not conducive at site. Employees of NTPC and contractors are being manhandled by the villagers / locals, non-PAPs, extremists, etc. Men and machinery are ready at site, but work couldnot be started. Support from Hazaribagh District Administration and Govt. of Jharkhand in establishing congenial environment and maintaining of favorable law and order situation at project site to re-start work and also to allow NTPC staff to take up community development works on fast pace.	Status: Open
DECISION(S)		

Issue as recorded in CCI Project Management System: Work on all fronts i.e. MDO infra, CHP, Substation, R&R colony, etc. are stopped by villagers / locals led by local MLA for more than one year w.e.f. 11.02.12 in Pakri-Barwadih coal block. Law and order situation is not conducive at site. Employees of NTPC and contractors are being manhandled by the villagers / locals, non-PAPs, extremists, etc. Men and machinery are ready at site, but work could not be started. Support from Hazaribagh District Administration and Govt. of Jharkhand in establishing congenial environment and maintaining of favorable law and order situation at project site to re-start work and also to allow NTPC staff to take up community development works on fast pace.

Decision in the meeting held on 30.08.13: Nil

Present Status:

All clearances / permission required for start of mining operations are available. Men and machinery are placed at mine mouth for last 10 months.

'Ground-breaking' ceremony of this mine by Hon'ble Chief Minister of Jharkhand and Hon'ble Union Minister for Rural Development was planned to be held on 19.10.13 - postponed to 26.10.13 - again preponed to 24.10.13 – finally postponed again by Jharkhand Govt.

- In this regard CMD, NTPC on 27.08.13 requested Chief Secretary, Jharkhand for deployment of additional State Armed Police for NTPC's projects in Jharkhand for the security of men and material. The issue of security for NTPC project related activities, employees and agencies was also discussed in the meeting of Addl. Secy(Cabinet Secretariat), Govt. of India with Chief Secy. of Jharkhand on 30.08.13, wherein Chief Secretary, Govt. of Jharkhand assured for all assistance.

- The issue was discussed with Hon'ble Chief Minister of Jharkhand and Hon'ble Minister for Rural Development, Govt. of India, during the meeting held on 13.09.13, wherein Chief Secretary of Jharkhand mentioned that necessary instructions were given to DC Hazaribagh.
- NTPC is putting all out efforts to start work at site. Survey at R&R colony site, approach road, nala diversion have now started.
- The matter was again taken up in the meeting with Principal Secy. to Chief Minister, Energy Minister, DGP on 18.10.13.
- On 26.10.13, a group of villagers damaged the machineries and manhandled the watchman. Local MLA is instigating PAPs against land acquisition & mine opening by NTPC and other companies in that area.
- Recently, thousands of villagers gathered at Arahara village under Barkagaon block, in Pakri-Barwadih Coal Block area of NTPC and extracted coal privately on 15.11.13. The act of villagers extracting the coal from the sub-surface is illegal and has violated the existing statutes. Media also reported that they had informed District Administration prior to such illegal operation. Govt. of Jharkhand needs to take suitable legal action against the persons responsible.
- In this regard, CMD, NTPC had a meeting with Hon'ble Chief Minister of Jharkhand on 22.11.13.
- CMD, NTPC, vide letter dated 25.11.13, requested Secretary(Power), to take up the issue with Govt. of Jharkhand, again.
- Railways vide letter dated 04.12.13, informed that, the work has been stopped since 24.11.13 by villagers of Katkamdag led by Sri Yogendra saw, Hon.'ble Agriculture Minister, Govt. of Jharkhand. Presently no work is under progress.

Hazaribagh District Administration needs to support by establishing congenial environment and maintaining of favorable law & order situation at project site so that agencies & employees of NTPC can take up all site activities including community development works.

With the support of Jharkhand Government, NTPC can start mining operation in this coal block in 48 Hours.

Flag C

Issue No 3 : Posting of "Special Land Acquisition Officer" to assist NTPC for land acquisition.

ISSUE		
State/UT: Jharkhand	Hazaribagh Dist. Admn. may accord priority for NTPC coal blocks - to conduct more number of camps for disbursement of land compensation payment in Pakri-Barwadih to facilitate re-commencement of work at site. Special Land Acquisition officer may be appointed at Hazaribagh to exclusively assist NTPC for land acquisition.	Status:Open
DECISION(S)		

Issue as recorded in CCI Project Management System: Hazaribagh Dist. Admn. may accord priority for NTPC coal blocks - to conduct more number of camps for disbursement of land compensation payment in Pakri-Barwadih to facilitate re-commencement of work at site. Special Land Acquisition officer may be appointed at Hazaribagh to exclusively assist NTPC for land acquisition

Decision in the meeting held on 30.08.13: Issue was discussed in the meeting with Chief Secy. of Jharkhand held on 30.08.13, wherein DC, Hazaribagh assured to make the process faster.

Present Status:

- The issue was discussed with Hon'ble Chief Minister of Jharkhand and Hon'ble Minister for Rural Development, Govt. of India, during the meeting held on 13.09.13, wherein Chief Secretary of Jharkhand mentioned that necessary instructions were given to DC Hazaribagh.

Hazaribagh Dist. Admn. may accord priority for NTPC's coal blocks - to conduct more number of camps for disbursement of land compensation payment in Pakri-Barwadih to facilitate re-commencement of work at site.

Special Land Acquisition officer may be deployed at Hazaribagh to exclusively assist NTPC for land acquisition.

Flag D

Issue No 4 : Transfer of balance 142 acres GM Land.

ISSUE		
State / UT: Jharkhand	Transfer of balance 142 acres of GM(Govt.) land - pending with Revenue Department, Jharkhand, since Jan.2011. Total- 644 acres, Approved - 502 acres, Pending - 142 acres.	Status: Open
DECISION(S)		

Issue as recorded in CCI Project Management System: Transfer of balance 142 acres of GM(Govt.) land - pending with Revenue Department, Jharkhand, since Jan.2011.

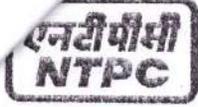
Total- 644 acres, Approved - 502 acres, Pending - 142 acres.

Decision in the meeting held on 30.08.13: Nil

Present Status:

Pending - 142 acres.

- 31 acres : Proposal initiated with undertaking to follow revised land rates. Approved by Revenue Secretary on 26.11.13 – to be forwarded to Revenue Minister (Chief Minister of Jharkhand) for approval.
- 111 acres : Undertaking submitted to follow revised land rates – proposal to be initiated.



A Maharatna Company

298

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited

(A Govt. of India Enterprise)

कोयला खनन परियोजनाएँ, हजारीबाग
Coal Mining Projects, Hazaribag

Ref No: 7010/PB-HR/2013

Date: 12.11.2013

To
SHO,
Police Thana,
Batkagaon,
Dist. Hazaribagh

Sub: Gathering by a group of villagers near Arahara on 15.11.2013 against coal mining activities of NTPC

Sir,

This is to inform that as per report received, a group of villagers are gathering in coal mining area of NTPC against the mining activities of the company. It is pertinent to mention here that our agency have already deployed heavy earth moving equipments like payloader, JCB, etc at Chirudih village site. The proposed gathering may cause damage to these equipments.

Hence, it is requested to be vigilant on their movement at our coal mining area so as to ensure protection for the men and machines of NTPC and our agencies through regular patrolling.

Thanking you,

Yours faithfully,

12.11.13

Sr. Manager(HR)

[On behalf of NTPC CMPs]

Received
14/11/13
B. G. Singh

Name of News paper :
Edition :
Date :

बड़कागांव में कोयला खनन शुरू



बड़कागांव में कोयला खनन की शुरुआत करते लोग और अन्य। • हिन्दुस्तान



बड़कागांव में बड़ी संख्या में लोगों ने सत्याग्रह आंदोलन में शिरकत की। • हिन्दुस्तान

बड़कागांव | प्रतिनिधि

सर्वोच्च न्यायालय के निर्णय 4549/2000 के तहत बड़कागांव के विभिन्न गांव के भू-रेयत जन्मभूमि कर्णपुरा बचाव संघर्ष समिति और आजादी बचाओ आंदोलन के बैनर तले सैकड़ों ग्रामीणों ने सत्याग्रह आंदोलन में शिरकत कर शुकवार को कोयला खनन की शुरुआत की। इसमें जमीन पर अपना

हक अधिकार जताया। साथ ही समारोह कर किसी भी कंपनी को जमीन नहीं देने का संकल्प लिया गया।

मुख्य रूप से सर्वसेवा संघ के अध्यक्ष अमरनाथ भाई, सर्वोदय मंडल के अध्यक्ष राधा बहन, इलाहाबाद से मनोज त्यागी, हरियाणा से यशवीर आर्य धर्मपाल, राजस्थान से विमल धनौत, महाराष्ट्र से विवेकानन्द मथाने, आरपी साही, शंभू महतो, जसवा कश्यप, मिथिलेश दांगी,

अनिरुद्ध कुमार, दीपक दास, दर्शन गंडू, निरंजन साव, धनुप्रसाद निराला, अवध किशोर यादव, देव प्रसाद, कैलाश राणा, द्रौपदी देवी, सुषमा मांगलिक, सुधलाल साव समेत सैकड़ों ग्रामीण उपस्थित थे।

मुहर्रम धूमधाम से मनाया

चौपारण। प्रखंड में हजरत हसन-हुसैन की शहादत मुहर्रम मुस्लिम समुदायों ने धूमधाम से मनाया। मुहर्रम में गांव-गांव में ही नहीं जीटी रोड पर भी पैकाहों का गरत देखा गया।

पैकाह सभी इमामबाड़ों और कर्बल में मरसिया पढ़कर हसन-हुसैन की शहादत को याद किया। चौपारण, ब. पड़ाव, ताजपुर, तेतरिया, आला कॉलोनी, चयकला, महाप्राजगंज, भदेल परसावा, अमरौल, खनपुर, दनुअ कोयली, मानगढ़, तिलैया, कुबं करमा, केसठ, कमलवार, जगदीशपुर दर्जाचक, परतापुर, केवला सहित गांव के इमामबाड़ों और कर्बला अकीदमदों ने हजरत हसन-हुसैन याद किया। आर्कषक ताजिया निशान के साथ सड़कों पर हैरतअं करतब दिखाए गए।

मौके पर विधायक उमाशं अकेला, पूर्व विधायक रामलखन मि झाधियुमी नेता योगेंद्र प्रताप मि कांग्रेस अध्यक्ष रामस्वरूप पासरा भाजपा मंडल अध्यक्ष परमेश्वर सांसद प्रतिनिधि राजेश सा विधायक प्रतिनिधि तस्लीम मनोज सिंह सहित कई उपस्थित थे।

बड़कागांव आराहरा में कोयला सत्याग्रह आज

बड़कागांव. प्रखंड के ग्राम आराहरा में 15 नवंबर को सुबह 11 से तीन बजे तक कोयला सत्याग्रह कार्यक्रम का आयोजन किया गया है. आजादी बचाओ आंदोलन के प्रदेश संयोजक डॉ मिथिलेश दांगी ने बताया कि कार्यक्रम सुप्रीम कोर्ट के उस अहम फैसले के आलोक में रखा गया है जिसमें कहा गया है कि जमीन मालिक ही खनिज का मालिक है, सरकारी नहीं.

15/11/2013

16/11/2013

[Gulshan Toppo]
Asst. Manager (PR)

May please like to see,

AGM (HR)

General Manager

हैनिक लाइला 16/11/2013

Name of News paper :

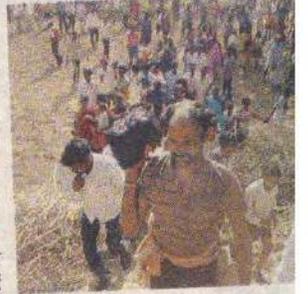
Edition

Date

ग्रामीणों ने शुरू किया कोयला सत्याग्रह

जागरण न्यूज नेटवर्क, बड़कागांव / हजारीबाग: सुप्रीम कोर्ट के एक निर्णय को आधार बना बड़कागांव प्रखंड के विभिन्न गांवों के सैकड़ों रैयतों ने शुकवार को सत्याग्रह कर खुद कोयला खनन की शुरुआत की। अपने आंदोलन को कोयला सत्याग्रह का नाम देकर ग्रामीणों ने अपनी जमीन के नीचे दबे कोयले पर अपना अधिकार जताया। यह सब भू-रैयत जन्मभूमि कर्णपुरा बचाओ संघर्ष समिति एवं आजादी बचाओ आंदोलन के बैनर तले किया गया। इसी के साथ उस इलाके में रिलायंस व एनटीपीसी जैसी बड़ी कंपनियों के प्रोजेक्ट पर एक बार फिर काले बादल मंडराने लगे हैं। सूचनानुसार, खनन को लेकर ग्रामीण पूरी तैयारी के साथ पहुंचे थे। इस दौरान किसी भी कंपनी को

- खुद खनन कर जल, जंगल और जमीन पर जताया अधिकार
- किसी भी कंपनी को जमीन नहीं देने का लिया संकल्प
- रिलायंस, एनटीपीसी सहित 35 कंपनियों के प्रोजेक्ट पर ग्रहण



बड़कागांव में कोयला निकाल कर लाने

जमीन नहीं देने का संकल्प भी लिया गया। आंदोलन में शामिल होने राजस्थान, यूपी, महाराष्ट्र सहित कई राज्यों से भी लोग पहुंचे हैं। कार्यक्रम को संबोधित करते हुए सर्वसेवा संघ के

शोष पृष्ठ 9 पर

पर 12 चौकों की मदद से 74 रन बनाए। किसी को नहीं पता कि उनकी आंखों में आंसू थे या नहीं, लेकिन जब वह प्रोलेटियन लौट रहे थे तो करोड़ों भारतीयों की आंखें जरूर नम थीं। दर्शकों के दिल में यह एहसास था कि अब सचिन इस तरह बैटिंग करते कभी नहीं।

ग्रामीणों ने शुरू...

अध्यक्ष अमरनाथ भाई ने कहा कि अपनी जमीन से ग्रामीणों को बेदखल नहीं किया जा सकता। यह आंदोलन ग्रामीणों को एक नई राह दिखाएगा। जल, जंगल और जमीन पर भू-रैयतों को अधिकार है। मौके पर सर्वोदय मंडल अध्यक्ष राधा बहन, इलाहाबाद से मनोज त्यागी, हरियाणा से यशवीर आर्य धर्मपाल, राजस्थान से विमल भनौत, महाराष्ट्र से विवेकानन्द मथाने, आरपी साहू, शंभू महतो, जसवा कश्यप, मिथिलेश दांगी, अनिरुद्ध कुमार, दीपक दास, दर्शन गंडू, निरंजन साव, धनुप्रसाद निराला, अवध किशोर यादव, देव प्रसाद, कैलाश राणा, द्रौपदी देवी, सुषमा मांगलिक, सुधलाल साव समेत सैकड़ों ग्रामीण उपस्थित थे।

67 हजार एकड़ के प्रोजेक्ट पर ग्रहण करेडारी व बड़कागांव प्रखंड में कोल कंपनियों के 67 हजार एकड़ के कोल प्रोजेक्ट पर ग्रहण लग गया है। है। दोनों

प्रखंडों के 235 में से 205 गांव के लोगों की जमीन इस प्रोजेक्ट के तहत जाएगी। केंद्र सरकार ने यहां 35 कंपनियों को कोल ब्लॉक का आवंटन किया है, जिसमें देश की दो बड़ी कंपनियां एनटीपीसी व रिलायंस भी शामिल हैं। केवल एनटीपीसी को पकरी बरवाडीह प्रोजेक्ट के लिए 16 हजार एकड़ भूमि अधिग्रहण करना है। ग्रामीण इसे लेकर पांच वर्षों से अधिक समय से विरोध कर रहे हैं।

क्या कहा है सुप्रीम कोर्ट ने

इसी वर्ष सुप्रीम कोर्ट ने केस नंबर 4549/2000 की सुनवाई में कहा था कि हमारी राय में कानून में ऐसा कुछ भी नहीं है जिसमें कहा गया हो कि समस्त खनिज संपदा और अवमृदा का अधिकार राज्य में निहित है। अवमृदा/ खनिज संपदा के स्वामित्व को सामान्यतः उस भूमि के स्वामित्व का ही अनुसरण करना चाहिए, जब तक कि भूमि का स्वामी किसी वैध प्रक्रिया द्वारा स्वामित्व से वंचित न कर दिया गया हो। हम मानते हैं कि अपनी जमीन में पाए गए खनिज का स्वामी जमीन मालिक है। सुप्रीम कोर्ट ने यह भी कहा था कि हम सरकार को देय रॉयल्टी के भुगतान के दायित्व के बारे में कोई घोषणा नहीं कर रहे, क्योंकि यह मामला एक बड़े बेंच को संदर्भित कर दिया गया है।

[Gulshan Toppo]
Asst. Manager (PR)

May please like to see

AGM (HR)

General Manager

May like to see please.

AGM (P) C B C M P

Manager (PR & S)
May please be mo
faxed to EO (FT) c
16/11/13

Name of News paper : आज 16/11/2013
Edition :
Date :

आराहारा गांव में कोयला सत्याग्रह शुरू, सैकड़ों लोग

कोयले का किया गया उत्खनन



कोयला जमा करते ग्रामीण , कोयला सत्याग्रह में शामिल क्रांतिकारी व कोयले खदान से कोयला निकालते ग्रामीण।

बड़कागांव, 15 नवम्बर (आससे)। आराहारा गांव निवासी धनेश्वर महतो की जमीन से ग्राम सभा कर कोयला सत्याग्रह शुरू किया गया। जिसमें भारी संख्या में ग्रामीणों ने भाग लिया। ग्रामीणों के द्वारा कोयला उत्खनन कर कोयला इकट्ठा किया गया। आंदोलनकारी

डॉ मिथिलेश मांझी ने बताया कि संविधान 3913 के तरह जमीन के अंदर खनिज संपदा के मालिकाना हक समुदाय है। सुप्रीम कोर्ट ने 8 जुलाई 2013 को 4549 / 2000 पारा संख्या 57 जजों के बैच ने निर्णय लिया कि जमीन की मालिक ही खनिज का मालिक है। उन्होंने

बताया कि इकट्ठा की गई कोयले की बोली लगाई जायेगी इसके लिये हम सरकार को टैक्स देंगे अगर सरकार टैक्स नहीं लेती है तो ग्राम सभा में टैक्स जमा कर देंगे। आंदोलन को लेकर प्रखंड के लिखित सूचना सरकार को 22 अक्टूबर को दी गई थी। यह

आंदोलन आजादी बचाव, आंदोलन अ कर्णपुरा बचाव, संघर्ष समिति, जन्म इ भूमि रक्षा समिति विस्थापन बचाव, हा समिति के बैनर तले किया गया। वि म उक्त कार्यक्रम के तहत सभा की गई म जिसमें कई लोगों ने अपने विचार अ रखा। जिसमें कोल कंपनी के नारे कें लगाये गये। कार्यक्रम की अध्यक्षता म

[Gulshan Toppo]
Asst. Manager (PR)

May please like to see,

AGM (HR)

General Manager



A Maharatna Company

डॉ. अरुप रॉय चौधरी
अध्यक्ष एवं प्रबन्ध निदेशक

Dr. Arup Roy Choudhury

Ph.D., IITD.

Chairman & Managing Director

Annexure P-22

एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

NTPC Limited

(A Government of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

01:CMD:PES:634:012

January 16, 2014

Shri Ram Sewak Sharma, IAS
Chief Secretary to the
Government of Jharkhand
1st Floor, Project Building,
Dhurwa,
RANCHI - 834004

Dear Sir,

I am enclosing a copy of self-explanatory DO letter No. 12/2/2013-TH.II/13250 dated 13th January, 2014 addressed to Hon'ble Chief Minister of Jharkhand by Hon'ble Union Minister of State (I/c) for Power regarding commencement of mining coal at Pakri Barwadih Coal Block in Jharkhand.

As you are already aware that men and machinery is ready at the site to start mining, we would be grateful if you could please pursue with the office of Hon'ble Chief Minister for early finalizing a convenient date to bless this activity.

Thanking you,

Yours sincerely,

(ARUP ROY CHOUDHURY)

Encl: as above

Copy to:

* J (O)

* RED (Ecog-1)

* ED (FT)

634

M/A

✓ Agm (cm)

दित्य मा. सिंधिया
JYOTIRADITYA M. SCINDIA
D.O.No.12/2/2013-TH.II (13250)



विद्युत राज्य मंत्री (स्वतंत्र) 303

भारत सरकार
Minister of State (I/C) for Power
Government of India
13, January, 2014

Dear

Shri Hemant Soren

As you are aware, NTPC is developing the Pakri-Barwadih coal block in Jharkhand. The R&R plan was approved by the State Government and NTPC has started payment of land compensation and R&R benefits to the project-affected families. Based on villagers' demand, NTPC, in consultation with the District Administration, enhanced land rates and subsequent R&R benefits and the same was approved by the State Government in February, 2013. All statutory clearances required for commencement of coal production are available and NTPC is ready to start mining operations at short notice.

2. I have been informed that a majority of local villagers are supporting NTPC bid to start coal mining. However, a small group of people, on instigation by narrow vested interests have stopped all activity at the site, caused damage to the mining machinery placed at site and also threatened officials of NTPC and its associates.
3. It is now reported that some villagers with support from NGOs, have even started illegal mining of coal in the Pakri-Barwadih block area. This is against the law of the land.
4. I would like to bring to your notice that lack of State policy/ guidelines for dealing with encroachers of Government Land (for less than 30 years) and in Forest Land (those not covered under FRA) is one of the major issues creating bottlenecks in acquiring land.
5. I am told that CMD, NTPC in the meeting held on 22.11.2013, had briefed you about their readiness to start mining and also appraised you about the above issues. I am glad to know that you had agreed to extend all support and have also agreed to be present during the mine opening ceremony of Pakri-Barwadih.
6. I would, therefore, request for your urgent personal intervention in the matter, so that mining could commence in the Pakri-Barwadih block and request you to finalise a convenient date to bless this important activity.

With regards,

Yours sincerely,

Jyotiraditya M. Scindia
JYOTIRADITYA M.SCINDIA

Shri Hemant Soren
Hon'ble Chief Minister of Jharkhand
Kanke Road
Ranchi, Jharkhand-834008



Proceedings of meeting between NTPC and District administration on 21.03.2015 for issues related to Pakri Barwadih Coal Mining Project

Presence

1. Deputy Commissioner Hazaribagh Shri Mukesh Kumar, IAS
2. ED NTPC Shri R S Rathee
3. Additional Collector Hazaribagh Shri Ranjan Choudhary
4. AGM I/C(PB,CB) NTPC Shri A K Dash

Proceedings

1. A meeting on 21.02.2015 was held between NTPC and District Administration and issues related to Land rate enhancement and encroachment on GM,GMJJ & Notified Forest Land were discussed and mutually agreed. (copy enclosed) . This change in compensation package is under approval of NTPC Board.
2. On 10.03.2015 a meeting among district administration, NTPC and public representative & villager's representatives was held and all issues related to NTPC Coal Mining were discussed. In this meeting public representatives & villagers representatives demanded Rs 60 Lakh/acre for land compensation and requested for enhancement of encroachers payment.
3. On this context a meeting was held with District administration, NTPC and Chief Secretary on 19.03.2015 at Chief Secretary's office and the fresh demand by villagers for enhancement of compensation was discussed.
4. Subsequent to above meeting, on 21.03.2015, meeting between NTPC & District administration was held and following was resolved.
 - It was mutually agreed that enhancement of land rate from existing Rs15 lakh per acres to Rs20 lakh as has been agreed on 21.02.15 shall be adhered to. This will be announced by State Administration after NTPC gives its formal acceptance of its Board.
 - On compensation of encroached land on GM, GMJJ (less than 30 years) & Forest land, the following has been agreed on 21.02.15 -

Quote

"Therefore it was decided that all the bandobasti/ register-II entry on forest land and GM& GMJJ for less than 30 years will be cancelled as per legal formalities by appropriate authority as these claimants are illegal



encroacher. However such persons will be displaced and their livelihood get affected. Hence to compensate their livelihood following compensation will be paid as one time dispensation:-

- Fifteen years (300 days/year) equivalent Minimum agricultural wages "MAW" or MGNREGA wages, whichever is higher as on date i.e.20.02.2015. The compensation per acre will be provided by NTPC on certification of Circle Officer of concerned Anchal. For less than one acre or more than one acre land, proportionate compensation will be calculated and paid. This was resolved by all members.
- Those claimants, who hand over the all claims & accept the compensation voluntarily within three months of announcement, will be provided extra 600 days MAW or MGNREGA wages per acre of land whichever is more.
- Compensation will be paid only after claimant hands over the possession and all claims. No other benefit and compensation will be provided to such claimants."

Unquote

- Keeping in view villagers demand for increased compensation on encroached GM,GMJJ (less than 30yr) & Forest land the following is mutually agreed today
 - Fifteen years (300 days/year) equivalent Minimum agricultural wages "MAW" or MGNREGA wages, whichever is higher as on date i.e.20.02.2015 will be paid as one time dispensation towards livelihood compensation. Considering MGNREGA rate of Rs158 per day, this comes to Rs 7.11 lakh per acre.(158X300X15). The compensation per acre will be paid by NTPC on certification of Circle Officer of concerned Anchal. For less than one acre or more than one acre land, proportionate compensation will be calculated and paid. This was resolved by all members.
 - Those claimants, who hand over the all claims & accept the compensation voluntarily within three months of notice, will be provided extra 1800 days MAW or MGNREGA wages per acre of land whichever is more. Considering MGNREGA rate of Rs158 per day, this comes to Rs 2.84 lakh per acre.(1800X158). For less than one acre or more than one acre land,

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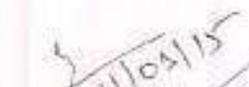
proportionate compensation will be calculated and paid. This was resolved by all members.

- Considering the above, total one time livelihood support per acre of land now comes to Rs10 lakhs including incentive. For less than one acre or more than one acre land, proportionate compensation will be calculated and paid. Compensation will be paid only after claimant hands over the possession and all claims. No other benefit and compensation will be provided to such claimants. This was resolved by all members.
5. All other conditions and modalities in respect of distribution of these compensation shall be as detailed on 21.02.15 meeting.
6. NTPC shall obtain approval of its Board on this enhancement and inform the district administration at the earliest.


AGM I/C
NTPC


ED
NTPC


AC
Hazaribagh


DC
Hazaribagh

16. DEVELOPMENT STAGE EXPENDITURE, MINING FEE, PAYMENT CLAIM, PAYMENT AND SECURITY

16.1 Development Stage Expenditure

The Mine Operator shall be responsible for designing, engineering, procuring /manufacturing, supplying, delivering, unloading storage at site, installation, construction and commissioning at Site including insurance covers and safeguarding the Fixed Infrastructure Facilities till these Facilities are handed over to the Owner. These facilities shall be developed by the Mine Operator on behalf of the Owner following Good Industrial Practice and meeting the Technical requirements for civil, electrical and mechanical works provided by the Owner. For coal conveyor system (from mine end upto and including stacking and reclaiming facility) the Mine Operator shall develop a Project Design Memorandum and obtain Owner's acceptance. Further, the Mine Operator shall develop the Fixed Infrastructure Facilities on the Site in accordance with Appendix-I: Detailed Facility Listing to Schedule 2 of Volume II: Project Agreement. The Owner reserves the right to inspect the facilities on its own or through a third party agency, and it shall take over the Fixed Infrastructure Facilities on their Final Acceptance only. Upon Final Acceptance, the warrantee/ guarantee of the Fixed Infrastructure Facilities available to the Mine Operator including obligations towards Latent defects from its suppliers/contractors shall be assigned/transferred to the Owner on taking over of the Fixed Infrastructure Facility and for the avoidance of doubt, the Mine Operator shall ensure that suitable provisions are made in the contract/purchase order/work order entered into by the Mine Operator for such transfer/assignment. The Owner shall retain ownership of these facilities, and shall handover these facilities for maintenance and operation of these facilities by the Mine Operator within ten (10) days of Final Acceptance by the Owner.

Further the Owner shall release Development Stage Expenditure as per the price break up and terms of payment specified in Schedule 16 (This Schedule shall be attached prior to signing of the Project Agreement). For each Fixed Infrastructure Facility, the Mine Operator may also seek certain advance from the Owner (up to 7.5% interest free advance and up to 12.5% interest bearing advance) against bank guarantee for equivalent amount issued (covering the advance amount plus anticipated interest thereon) by any of the banks specified at Schedule-15 and in accordance with the format to be provided by the Owner. On Final Acceptance of each of these Facilities, the advance and the bank guarantee shall be adjusted in accordance with the Development Stage Expenditure for that particular facility. For avoidance of any doubt, it is clarified that unclaimed advance, if any, will be released only on Operational Acceptance of the Facilities (or the relevant part of the Fixed Infrastructure Facilities as agreed upon between the Owner and Mine Operator).

16.2 Mining Fee

- (a) The Mining Fee per MT of coal delivered at Transfer Point as on the Commencement Date for average Strip Ratio of 3.973 during the Term of this

For Thriveni Earthmovers Pvt. Ltd.

Project Agreement for Development & Operation of Pakri Barwadih Coal Block

For Thriveni Earthmovers Pvt. Ltd.
Authorised Signatory

For Thriveni Earthmovers Pvt. Ltd.

Authorised Signatory

For Sainik Mining And Allied Services Ltd.

Authorised Signatory

NAVIN BAGAI
Addl. General Manager (Services)
ECC, A-8A, Sector-4, Noida-201 301 (U.P.)

Agreement shall be as per Exhibit - 1 to this Project Agreement.

The Mining Fee specified above includes all expenses as may be incurred by the Mine Operator in mining ROM coal, removal of Overburden and dumping the same at the designated sites, loading of coal into trucks, transportation from the coal face to the crushers, crushing expenses, coal conveying to starting point of Owner built cross country conveyor system stockpiling and reclamation, operation and maintenance of the Owner's facilities (cross country conveyor and silo loadout, Fixed Infrastructure Facilities, etc. as specified in Schedule-5) including all maintenance spares, capital replacement, etc required during the Term of the Agreement. The Mining Fees also includes all expenses incurred by Mine Operator prior to coal production start date including those incurred during Development Stage, box cut and creation of mine entry. No charges on this account shall be paid separately by Owner except the Development Stage Expenditure for Fixed Infrastructure Facilities as specified at 16.1 above.

Further the Mining Fee includes all taxes, duties, levies and charges assessed on the Mine Operator, its sub-contractors or their employees by the Authority(ies) except for the elements mentioned at Clauses 16.9(c) and (d). The mandatory spares procured along with the CHP shall be provided by the Owner to the Mine Operator free of cost.

- (b) The Mining Fee per MT of coal shall be adjusted for escalation and variation in Strip Ratio in accordance with Schedule 11 and rounded upto two decimal. The escalated Mining Fee per MT of coal duly adjusted for Strip Ratio (MF_{nes}) shall form the basis for all payments during the ensuing Operating Year.
- (c) With effect from the Coal Production Start Date, for each Operating Year, the Owner shall pay to the Mine Operator the Mining Fee based on the escalated Mining Fee per MT of coal duly adjusted for Strip Ratio (MF_{nes}) in accordance with Schedule 11 for the quantity of coal delivered on monthly basis. All payments by the Owner shall be in Indian Rupees only.
- (d) Subject to Schedule 11, Clause 7.1.1 and Clause 4.5, there shall be no review of the Mining Fee payable by the Owner to the Mine Operator throughout the Term of the Agreement.

16.3 Modalities for Billing & Claims

- (a) The Mine Operator shall raise bills by the fifth Business Day of each month, for the day-wise coal delivered by the Mine Operator to the Owner during the period

For Thriveni Earthmovers Pvt. Ltd.

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

Authorised Signatory

For Thriveni Sainik Mining Pvt. Ltd. Page 68 of 185

मनीष राठी / MANISH RAGAI
Add: 60/60A, Sector-01, Gurgaon (Haryana)
एच.डी.ए.सी. लिमिटेड (H.D.C. Limited)
EOC, A-01, Sector-01, Gurgaon, Haryana (U.P.)

For Sainik Mining And Allied Services Ltd.

Authorised Signatory

Authorised Signatory

from first day of a month to the last day of the immediately preceding month based on quantity of coal determined as per provisions of this Agreement.

(b) The bills shall be supported by following documents:

- (i) Print out of weighment records in support of the quantity as determined under Clause 15.5.1;
- (ii) Details of Quality parameters as jointly determined under Clause 15.6:
 - (A) Total Moisture %
 - (B) Air Dried Ash %
 - (C) Gross Calorific Value
- (iii) Provided, that in the event of non-finalisation of analysis results of joint samples within the due date, for billing by the Mine Operator as prescribed under Clause 16.3(a), the Mine Operator shall raise provisional bill on the basis of the weighted average quality of coal as per joint analysis results for coal supplies made during immediate preceding month, subject to final adjustment, when the quality is finalised, as per analysis of joint samples. The final adjustment shall be required to be done not later than one week from the date of provisional bill. The excess payment / recovery shall be effected by way of Credit notes / supplementary bills.

16.4 Credit notes / supplementary bills

- (a) If any amounts are due and payable by either Party to the other Party pursuant to Clauses 15.1, 15.6 or 15.7, the Party to whom such amount is payable shall raise an invoice for the amount payable within 10 Business Days of the month immediately following the month in which such amount accrues for payment.
- (b) Any invoice raised pursuant to Clause 16.4(a) shall be duly supported by a jointly signed statement of joint assessment of such quantity and quality as intimated by the Owner or the Mine Operator as the case may be.
- (c) With respect to the Owner's claim for adjustment for lower removal of OB during a quarter pursuant to Clause 15.7.4, the invoice raised pursuant to Clause 16.4(a) shall be duly supported by a jointly signed statement of joint assessment of such OB removal at the end of each quarter. From 2nd quarter onwards the Mine Operator may also raise the bill to claim recovery, if there is any as per Clause 15.7.4. However no additional payment shall be made to the Mine Operator, if the cumulative Strip Ratio till the end of any quarter (e.g. SR_{n2} till the

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

विकास/नाविन बागै
Addl. General Manager (Operations)
EOC, A-BA, Sector 24, Noida-201 301 (U.P.)

Page 69 of 185
Authorised Signatory For Thriveni Sainik Mining Pvt. Ltd.

For Sainik Mining And Allied Services Ltd. Authorised Signatory

Schedule 11 Mining Fee escalation formula and adjustment for Strip Ratio

1. Adjustment to Mining Fee for Escalation

The Mining Fee shall be escalated as per the following terms and the formula:

1.A Components of Mining Fee escalation

The details of different components of the Mining Fee are provided in the table below:

S.No.	Value of Coefficient	Description of coefficient	Source of Index/ Price
1	F = 0.20	Fixed	
2	a = 0.04	Other Stores	WPI series for All Commodities as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (Base Year: 2004-05 = 100)
3	b = 0.06	Tyres	Monthly WPI series for Truck Tyres as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (Base Year: 2004-05 = 100)
4	c = 0.17	Heavy Machinery and parts	WPI series for Mining/Quarrying/Metallurgical Machinery/parts as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (Base Year: 2004-05 = 100)
5	d = 0.22	Fuel	Diesel price at the nearest petrol pump of State owned oil companies.
6	e = 0.06	Explosive	WPI series for Matches, Explosives and Other Chemicals as published by as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (Base Year: 2004-05 = 100)
7	i = 0.10	Interest rate	Yield on 3 year Indian Government Securities, as published by Reserve Bank of India in its monthly bulletin Table no. 26C.
8	p = 0.03	Power	Power Tariff for High Tension Service as notified by Jharkhand State Electricity Regulatory Commission
9	L = 0.12	Salaries and wages	All India consumer Price Index for industrial workers (All India monthly average) published by Labour Bureau, Simla, Government of India. (Base Year: 2001 = 100)

- A, B, C & E refers to the published price indices of corresponding major cost components, as mentioned in the table above.
- P shall be the power tariff, as mentioned in the table above
- D shall be the diesel price, as mentioned in the table above

For Thriveni Earthmovers Pvt. Ltd.

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

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नवीन बगई / NAVIN BAGAI
अपर महाप्रबन्धक (स.प.प. म.प.प.)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड, NTPC LIMITED
EDC, A-8A, Sector-24, Noida-201 301 (U.P.)

Authorized Signatory

For Thriveni Sainik Mining Pvt. Ltd.

For Sainik Mining And Allied Services Ltd.

Authorized Signatory

Authorized Signatory

- I shall be the index for interest rate, as mentioned in the table above
- L shall be the index for labour, as mentioned in the table above

1.B Periodicity of escalation

- (i) All components except 'Fuel' & Fixed Component, shall be escalable on annual basis
- (ii) 'Fuel' shall be escalable on 'as and when' basis

1.C Escalation formula

The escalated Mining Fee shall be determined as follows:

$$MF_{ne} = MF_0 \times (F + a \times A_n / A_0 + b \times B_n / B_0 + c \times C_n / C_0 + e \times E_n / E_0 + i \times I_n / I_0 + p \times P_n / P_0 + l \times L_n / L_0 + d \times D_{cp} / D_0)$$

Where,

n = n^{th} Operating Year (period counted as 1st April to 31st March) counted from the Coal Production Start Date.

MF_{ne} = Escalated Mining Fee per MT of coal to be calculated at the beginning of the Operating Year n , and adjusted subsequently for any revision in the diesel price during such Operating Year.

MF_0 = The sum of Base Mining Fee, O&M Charges for Owner's CHP, O&M Charges for Owner's Extended CHP and Silo loadout charges on Effective Date of Contract

For the indices/prices, subscript 'o' refers to indices/prices as on 4 months prior to the date set for opening of Price Proposals. Subscript 'n' refers to average of monthly indices/prices prevailing during the last day of January to December of preceding calendar Year i.e. the last day of January to December of year (n-1). Subscript 'cp' refers to the revised price on the date of its coming into effect as notified by the relevant State owned oil company. (Refer Amendment No.1)

2. Adjustment to Mining Fee for Strip Ratio

The escalated Mining Fee as brought out above shall be adjusted for the Strip Ratio calculated in the AAPP for that Operating Year based on the revised Geological Model incorporating the infill drilling data. The adjustment in Mining Fee for the Strip Ratio shall be as under:

$$\text{Mining Fee adjusted for Strip Ratio (MF}_{nes}) = MF_{ne} (0.1 + 0.9 \times (1 + SR_n) / (1 + SR_0))$$

For Thriveni Earthmovers Pvt. Ltd.
Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

नवीन बगई / NAVIN BAGAI

अपर महाप्रबन्धक (सर्विदा सेवाएँ)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड - LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

Authorised Signatory

For Thriveni Sainik Mining Pvt. Ltd.

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Authorised Signatory

For Sainik Mining Allied Services Ltd.

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Where,

SR_0 = the Base Strip Ratio for the Term of the Agreement fixed at 3.973

SR_n = the Strip Ratio (rounded upto 3 decimals) for the Operating Year n as specified in AAPP.

MF_{nes} = Adjusted Mining Fee per tonne of coal after adjustment for the Strip Ratio (rounded upto two decimals)

The Payment throughout the ensuing Operating Year shall be made based on the adjusted Mining Fee for Strip Ratio and escalation. The actual quantities of coal and overburden shall be reconciled at the end of each quarter to determine the actual Strip Ratio and the cumulative payments made till that quarter to the Mine Operator shall be adjusted.

For Thriveni Earthmovers Pvt. Ltd.


Authorised Signatory

**Project Agreement for Development & Operation
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For Thriveni Sainik Mining Pvt. Ltd.


नवीन बगई/NAVIN BAGAI
अपर महासंयोजक (सिद्धिदा सेवाएँ)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड, NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

For Sainik Mining Allied Services Ltd.


Authorised Signatory


Authorised Signatory



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)
(Formerly National Thermal Power Corporation Ltd.)

केन्द्रीय कार्यालय/Corporate Centre

Ref No: CS-7010-602(R)-2-CS-LOA-6417

Date: 30.09.2015

To

THRIVENI-SAINIK JV Consortium comprising of

1. M/s Thriveni Earthmovers Private Limited
22/110, Greenways Road,
Fairland,
Salem,
Tamilnadu-636016

(as Consortium Leader)

AND

2. M/s Sainik Mining And Allied Services Limited
129, Transport Centre,
New Rohtak Road,
Punjabi Bagh,
New Delhi-110035

(as Consortium Member)

Kind attn: Mr Kamal Kant Shukla, Director (Projects)

Sub.: Letter of Acceptance for Development and Operation of Pakri Barwadih
Coal Mining Block under Document No. CS-7010-602(R)-2)

Dear Sir,

1.0 This has reference to the following:

- (i) Our online Bid Invitation No 40026394 dated 04.09.2014 issuing therewith the RFP Documents (RFP Document No. CS-7010-602(R)-2) to you and inviting bids for the subject package.



ISO 9001 : 2008



Q9120495

अभियांत्रिकी कार्यालय परिसर, प्लॉट नं. ए-८ ए, सेक्टर २४, पोस्ट बॉक्स नं. १३, नोएडा (उ.प्र.), पिन: २०१३०१
ENGINEERING OFFICE COMPLEX, Plot No. A-8A, Sector-24, Post Box No. 13, NOIDA (U.P.), Pin: 201301
कॉरपोरेट पहचान नंबर: एल. ४०१०१ डी. एल. १९७५ जी. ओ. आई. ००७९६६, वेबसाइट: www.ntpc.co.in
Corporate Identification Number : L40101DL1975GOI007968, Website: www.ntpc.co.in
टेलीफोन नं.: ०१२०-२४१०३३३ (१० लाईनें), ०१२०-२४१०११६ (५ लाईनें), फैक्स: ०१२०-२४१०१३६, ०१२०-२४१०१३७
Telephone No.: 0120-2410333 (10 Lines), 0120-2410116 (5-Lines), Fax: 0120-2410136, 0120-2410137
पंजीकृत कार्यालय : एन.टी.पी.सी. भवन, स्कोप कॉम्प्लेक्स, ७ इन्स्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली - ११०००३
Regd. Office: NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003

नवीन बगाई/NAVIN BAGAI
जूनियर महाप्रबन्धक (संविदा सेवाएँ)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड/NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

For Sainik Mining and Allied Services Ltd.

Auth. Signatory

For Thriveni Earthmovers Pvt. Ltd.

Authorised Signatory

Page 1 of 5



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)
(Formerly National Thermal Power Corporation Ltd.)

केन्द्रीय कार्यालय/Corporate Centre

- (ii) Following Amendments/Errata and Clarifications to the RFP documents:
- Amendment No:1 to RFP documents bearing document No CS-7010-602(R)-9-AMDT-01
 - Amendment No:2 to RFP documents bearing document No CS-7010-602(R)-2-AMDT-02
 - Clarification No. 1 to RFP documents bearing document No CS-7010-602(R)-2-CLRF-01
 - Clarification No. 2 to RFP documents bearing document No CS-7010-602(R)-2-CLRF-02
 - Clarification No. 3 to RFP documents bearing document No CS-7010-602(R)-2-CLRF-03
 - Errata No.1 to RFP documents bearing document No CS-7010-602(R)-9-AMDT-02
 - Errata No.2 to RFP documents bearing document No CS-7010-602(R)-9-AMDT-03
 - Errata No.3 to RFP documents bearing document No CS-7010-602(R)-9-AMDT-04
- (iii) Your online Bid No 60086990 dated 28.01.2015 for the subject package comprising of both Techno Commercial Proposal (Opened on 28.01.2015) and Price Proposals (opened on 05.06.2015).
- (iv) NTPC Letter bearing ref. No: 01/CS-7010-602(R)-2-PRA dated 23.02.2015 inviting you for Post Bid Discussions
- (v) Minutes of Post Bid Discussions held on 24.02.2015 (enclosed at **Annexure-I**)
- (vi) The final price schedule, having item wise price break up for all the items in the prescribed format / price break, submitted by you in line with the provisions mentioned at 13.1 (J) of ITB, vide email dated 05.06.2015 after completion of Reverse auction.



अभियांत्रिकी कार्यालय परिसर, प्लॉट नं. ए - ८ ए, सेक्टर २४, पोस्ट बॉक्स नं. १३, नोएडा (उ.प्र.), पिन: २०१३०१
ENGINEERING OFFICE COMPLEX, Plot No. A-8A, Sector-24, Post Box No. 13, NOIDA (U.P.), Pin: 201301
कॉरपोरेट पहचान नंबर: एल. ४०१०१ डी. एल. १९७५ जी. ओ. आई. ००७९६६, वेबसाइट: www.ntpc.co.in
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टेलीफोन नं.: ०१२०-२४१०३३३ (१० लाईने), ०१२०-२४१०११६ (५ लाईने), फैक्स: ०१२०-२४१०१३६, ०१२०-२४१०१३७
Telephone No.: 0120-2410333 (10 Lines), 0120-2410116 (5-Lines), Fax: 0120-2410136, 0120-2410137
पंजीकृत कार्यालय : एन.टी.पी.सी. भवन, स्कोप कॉम्प्लेक्स, ७ इन्स्टीट्यूशनल एरिया, लोदी रोड, नई दिल्ली - ११०००३
Regd. Office: NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003

For Sainik Mining and Allied Services Ltd.

For Thriveni Earthmovers Pvt. Ltd.

Auth. Signatory

Authorised Signatory

नवीन बगई/NAVIN BAGAI
अपर महाप्रबन्धक (संविदा सेवाएँ)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड/NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

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एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)
(Formerly National Thermal Power Corporation Ltd.)

केन्द्रीय कार्यालय/Corporate Centre

- (vii) Your letters dated 11.07.2015, 17.08.2015 and 16.09.2015 vide which you have extended the validity of your Project Proposal.
- (viii) NTPC letter dated 18.09.2015 requesting to furnish details in light of the M.B. Shah Commission report and other news reports
- (ix) Your letter dated 21.09.2015 vide which you have furnished the requisite details
- (x) NTPC Letter dated 23.09.2015 asking you to make a full disclosure with regard to the proceeding pending before the Enforcement Directorate.
- (xi) Your letter dated 23.09.2015 in reply to NTPC letter dated 23.09.2015
- (xii) NTPC email dated 24.09.2015 vide which you were asked to submit an affidavit indemnifying NTPC against any adverse order that may be passed as well as any other action to be taken against M/s Thriveni Earthmovers Private Limited which is lead member of Consortium M/s THRIVENI SAINIK JV.
- (xiii) Your letter dated 24.09.2015 vide which you have furnished affidavit in the format furnished by NTPC.
- (xiv) Your letter dated 24.09.2015 vide which you have furnished letters from your Bankers.
- 2.0** In terms of Clause 6.4.3 of Vol-I of RFP Documents, we hereby convey our acceptance to your Project Proposal submitted for the subject package read in conjunction with agreed Minutes of Meeting referred at Para 1.0 (v) and award the subject package on you as per the details below:

- (i) The total Mining fee of ₹ 26784,38,95,900/- (Indian Rupees Twenty Six Thousand Seven Hundred Eighty Four Crore, Thirty Eight Lac, Ninety Five Thousand Nine Hundred only) (including Development Stage Expenditure towards Fixed Infrastructure Facilities to be funded by NTPC) for 27 years as per the break up given below:



अभियांत्रिकी कार्यालय परिसर, प्लॉट नं. ए - ८ ए, सेक्टर २४, पोस्ट बॉक्स नं. १३, नोएडा (उ.प्र.), पिन: २०१३०१
ENGINEERING OFFICE COMPLEX, Plot No. A-8A, Sector-24, Post Box No. 13, NOIDA (U.P.), Pin: 201301
कॉर्पोरेट पहचान नंबर: एल. ४०१०१ डी. एल. १९७५ जी. ओ. आई. ००७९६६, वेबसाइट: www.ntpc.co.in
Corporate Identification Number : L40101DL1975GOI007966, Website: www.ntpc.co.in
टेलीफोन नं.: ०१२०-२४१०३३३ (१० लाईने), ०१२०-२४१०११६ (५ लाईने), फैक्स: ०१२०-२४१०१३६, ०१२०-२४१०१३७
Telephone No.: 0120-2410333 (10 Lines), 0120-2410116 (5-Lines), Fax: 0120-2410136, 0120-2410137
पंजीकृत कार्यालय : एन.टी.पी.सी. भवन, स्कोप कॉम्प्लेक्स, ७ इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली - ११०००३
Regd. Office: NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003

नवीन बगई/NAVIN BAGAI
अपर मैनेजर (सविदा सेवाएँ)

Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड / NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

For Sainik Mining and Allied Services Ltd.

Auth. Signatory

For Thriveni Earthmovers Pvt. Ltd.

Authorised Signatory

Page 3 of 5

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एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)
(Formerly National Thermal Power Corporation Ltd.)

केन्द्रीय कार्यालय/Corporate Centre

All other terms and conditions shall be as per the Project Agreement read in conjunction with Amendment No.1 to RFP documents.

3.0 In line with the Provision stipulated at Clause 12.3 of Vol-I of RFP Documents, you shall form a Joint Venture Company constituted under the applicable Indian Laws within 60 days of the Date of the issue of LOA. Any agreement that may be entered into amongst the Consortium Members with respect to the Joint Venture Company shall not be contrary to or in conflict with the Consortium Operating Agreement. The composition and percentage share holding of equity of the consortium members in Joint Venture Company shall be as declared in the Consortium Operating Agreement and no change in this regard shall be allowed till incorporation of the JV Company.

In line with the provision stipulated at Clause 6.4.5 of Vol-I of RFP Documents, Project Agreement along with all the documents specified at Clause 1.3 of Project Agreement shall be signed by "Authorized Representative and Signatories" of the Joint Venture Company incorporated by the Consortium Members within 60 days of issuance of Letter of Acceptance. However, each Consortium member shall also sign the Project Agreement and shall remain jointly & severally responsible and liable to NTPC for the performance of all contractual obligations throughout the term of the contract.

4.0 This Letter of Acceptance is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including enclosed Annexures, by the authorized signatory of your company as a proof of your acknowledgement and confirmation.

Thanking You.

Yours faithfully,
For and on behalf of NTPC Limited

नवीन बगई/NAVIN BAGAI Name: Navin Bagai
अपर महाप्रबन्धक (संविदा सेवाएँ) Designation: AGM (CS-IV)
Addl. General Manager (Contract Services) Tel No: 01202410331
एन टी पी सी लिमिटेड / NTPC LIMITED Fax No: 120 - 2410215
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)
navinbagai@ntpc.co.in

Encl: Annexure-I: Minutes of Post Bid Discussions held on 24.02.2015 (42 Pages)



अभियांत्रिकी कार्यालय परिसर, प्लॉट नं. ए - ८ ए, सेक्टर २४, पोस्ट बॉक्स नं. १३, नोएडा (उ.प्र.), पिन: २०१३०१
ENGINEERING OFFICE COMPLEX, Plot No. A-8A, Sector-24, Post Box No. 13, NOIDA (U.P.), Pin: 201301
कॉर्पोरेट पहचान नंबर: एल. ४०१० डी. एल. १९४५ जी. ओ. आई. ००९९६६, वेबसाइट: www.ntpc.co.in
Corporate Identification Number : L40101DL1975GOI007966, Website: www.ntpc.co.in
टेलीफोन नं.: ०१२०-२४१०३३३ (१० लाईने), ०१२०-२४१०९१६ (५ लाईने), फैक्स: ०१२०-२४१०१३६, ०१२०-२४१०१३७
Telephone No.: 0120-2410333 (10 Lines), 0120-2410116 (5-Lines), Fax: 0120-2410136, 0120-2410137
पंजीकृत कार्यालय : एन.टी.पी.सी. भवन, स्कोप कॉम्प्लेक्स, ७ इंस्टीट्यूशनल एरिया, लोदी रोड, नई दिल्ली - ११०००३
Regd. Office: NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003

For Thriveni Earthmovers Pvt. Ltd.

For Sainik Mining and Allied Services Ltd.

Auth. Signatory

Authorised Signatory

Page 5 of 5



**Annexure P-26
318**

NTPC Limited

(A Government of India Enterprise)

Pakri Barwadih, Chat Bariatu & Kerandari CMP

Sikri Site Office, P.O. Barkaga

Hazaribag - JHARKHAND

Jharkhand- 825311, India

Telephone No. : 06546-270808/267808 Fax No. : 06546270808

Service Purchase Order

PAN No. : AAACN0255D

CIN No. : L40101DL1975GOI007966

Purchase Order No. : 5500029941-108-1040 Date : 19.05.2018 (version : 6 Date : 04.02.2020)

To

SAINIK MINING AND ALLIED SERVICES LTD

7TH FLOOR, COPORATE TOWER,

AMBIENCE MALL, NH-8,

GURGAON

Haryana

India - 122001

Tel: 0

E-Mail : chandra.datt@sainikmining.com

Vendor Code : 1109843

Subject: : Loading, Transportation, Unloading and Wagon loading of coal from surface coal stock yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribagh including associated miscellaneous works.

Version-5: Amendment in PO for provisional time extension upto 31.05.2019 without prejudice to the right of levy of LD.

Version 06 : Final Deviation

NIT NO. : 9900149813 Dated

Your Offer No. :

Your Reference :

Our Reference : 1040/C&M/PB/Mining/17-18/1893

Dear Sir,

This has reference to our above mentioned NIT, Your offer and subsequent discussions. We are pleased to accept your offer opened on and confirm having awarded on you the work of Loading, Transportation, Unloading and Wagon loading of coal from surface coal stock yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribagh including associated miscellaneous works. Version-5: Amendment in PO for provisional time extension upto 31.05.2019 without prejudice to the right of levy of LD. Version 06 : Final Deviation of total value INR 1667,160,458.60 (Rupee ONE ARAB SIXTY-SIX CRORE SEVENTY-ONE LAKH SIXTY THOUSAND FOUR HUNDRED FIFTY-EIGHT POINT SIXTY ONLY) mentioned in the scope of works, special terms & conditions, Bill of quantities etc.

The duration of the service period shall be from 24.05.2018 to 31.05.2019. Though the duration of contract shall remain same, the actual date of commencement of the contract shall be as per the direction of EIC. AGMC(Coal Despatch) shall be EIC for this work.

This service purchase order along with its annexure is being issued to you in duplicate .We request you to return the duplicate copy of this service purchase order, duly signed on each page by your authorised signatory in token of your unequivocal acknowledgment of the same within 15 days from the date of this service purchase order. If no communication is received within 15 days of receipt of Purchase Order, it will be treated that order has been accepted in entirety.

We thank you for the interest shown by you in our project and the cooperation extended to us. We expect to receive your continued cooperation in future also.



A Maharatna Company
Thanking You,
For & on behalf of NTPC Limited.

DGM(C&M)

Enclosures :

320

(Bill of Quantity)

Name of Work:

Loading, Transportation, Unloading and Wagon loading of coal from surface coal stock yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribagh including associated miscellaneous works.

Version-5: Amendment in PO for provisional time extension upto 31.05.2019 without prejudice to the right of levy of LD.

Version 06 : Final Deviation

SI No.	Code	Description	Unit	Quantity	Net Price	Amount	Long Text
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Delivery/Invoicing Address:

1040 Pakri Barwadih, Chat Bariatu & Kerandari CMP
 Sikri Site Office, P.O. Barkaga Hazaribag - JHARKHAND
 Jharkhand
 825311
 India
 06546-270808/267808
 06546270808
 Invoicing to be done on
GST No. : 20AAACN0255D1ZC

10		Loading of Coal	AU	1.000	78,794,421.41	78,794,421.41	
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Tax: IN:Integrated GST @ 18.00 % Extra

10 .10		Loading of coal	MT	6,621,379.95 0	11.9000	78,794,421.41	YES
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TOTAL OF BOQ PART : 00010 INR 78794421.41

Amount 78794421.41
 Other Charges 0.00

Net Amount on BOQ PART : 00010 INR 78794421.41

20		Wagon Loading	AU	1.000	85,415,801.36	85,415,801.36	
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Tax: IN:Integrated GST @ 18.00 % Extra

20 .10		Wagon Loading	MT	6,621,379.95 0	12.9000	85,415,801.36	YES
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TOTAL OF BOQ PART : 00020 INR 85415801.36

Amount 85415801.36
 Other Charges 0.00

Net Amount on BOQ PART : 00020 INR 85415801.36

30		Transportation of Coal by Road	AU	1.000	921600,000.00	921,600,000.00	
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Tax: IN:Integrated GST @ 12.00 % Extra

30 .10		Transportation of Coal by Road	MK	120,000,000	7.6800	921,600,000.00	YES
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TOTAL OF BOQ PART : 00030 INR 921600000.00

Amount 921600000.00

321 0.00

Other Charges

Net Amount on BOQ PART : 00030 INR 921600000.00

40		Transportation of Coal by Road	AU	1.000	581350,235.83	581,350,235.83	
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Tax: IN:Integrated GST @ 12.00 % Extra

40 .10		Transportation of Coal by Road	MK	38,571,981.890	7.6800	296,232,820.92	YES
40 .20		Transportation of Coal by Road	MK	37,124,663.400	7.6800	285,117,414.91	

TOTAL OF BOQ PART : 00040 INR 581350235.83

Amount **581350235.83**
 Other Charges 0.00

Net Amount on BOQ PART : 00040 INR 581350235.83

Net Total Amount INR 1,667,160,458.60
 Less Rebate/Amount INR 0.00
 Grand Total INR 1667,160,458.60

INR ONE ARAB SIXTY-SIX CRORE SEVENTY-ONE LAKH SIXTY THOUSAND FOUR HUNDRED FIFTY-EIGHT AND SIXTY PAISA ONLY



NTPC Limited

322

(A Government of India Enterprise)

Pakri Barwadih, Chat Bariatu & Kerandari CMP

Sikri Site Office, P.O. Barkaga

Hazaribag - JHARKHAND

Jharkhand- 825311, India

Telephone No. : 06546-270808/267808 Fax No. : 06546270808

Service Purchase Order

PAN No. : AAACN0255D

CIN No. : L40101DL1975GOI007966

Purchase Order No. : 5500030839-108-1040 **Date** : 27.08.2018 (**version : 2** **Date : 23.01.2020**)

To

Vendor Code : 1125840

THRIVENI EARTHMOVERS PVT LTD

A 115, SECTOR-35

NOIDA

Uttar Pradesh

India - 201301

Tel: 01202504982

E-Mail : kks@thriveni.com

Subject: : Despatch of Coal by road from Eastern Quarry of Pakri Barwadih Coal Mining Project to Banadag Railway siding for an interim period of 01(one) year.

Version:01 Amendment in PO for 1st Interim Deviation.

Version 02 : Final Deviation

NIT NO. : Dated

Your Offer No. :

Your Reference :

Our Reference : 1040/C&M/PB/Min/17-18/1989

Dear Sir,

This has reference to our above mentioned NIT, Your offer and subsequent discussions. We are pleased to accept your offer opened on and confirm having awarded on you the work of Despatch of Coal by road from Eastern Quarry of Pakri Barwadih Coal Mining Project to Banadag Railway siding for an interim period of 01(one) year. Version:01 Amendment in PO for 1st Interim Deviation. Version 02 : Final Deviation of total value INR 254,479,759.23 (Rupee TWENTY-FIVE CRORE FORTY-FOUR LAKH SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-NINE POINT TWENTY-THREE ONLY) mentioned in the scope of works, special terms & conditions, Bill of quantities etc.

The duration of the service period shall be from 27.08.2018 to 26.08.2019. Though the duration of contract shall remain same, the actual date of commencement of the contract shall be as per the direction of EIC. AGM(Coal Despatch) shall be EIC for this work.

This service purchase order along with its annexure is being issued to you in duplicate. We request you to return the duplicate copy of this service purchase order, duly signed on each page by your authorised signatory in token of your unequivocal acknowledgment of the same within 15 days from the date of this service purchase order. If no communication is received within 15 days of receipt of Purchase Order, it will be treated that order has been accepted in entirety.

We thank you for the interest shown by you in our project and the cooperation extended to us. We expect to receive your continued cooperation in future also.

Thanking You,

For & on behalf of NTPC Limited.

DGM(C&M)

323

(Bill of Quantity)

Name of Work:

Despatch of Coal by road from Eastern Quarry of Pakri Barwadih Coal Mining Project to Banadag Railway siding for an interim period of 01(one) year.

Version:01 Amendment in PO for 1st Interim Deviation.
Version 02 : Final Deviation

SI No.	Code	Description	Unit	Quantity	Net Price	Amount	Long Text
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Delivery/Invoicing Address:

1040 Pakri Barwadih,Chat Bariatu & Kerandari CMP
Sikri Site Office, P.O. Barkaga Hazaribag - JHARKHAND
Jharkhand
825311
India
06546-270808/267808
06546270808
Invoicing to be done on
GST No. : 20AAACN0255D1ZC

10		Loading of Coal	AU	1.000	14,287,661.41	14,287,661.41	
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10.10		Loading of Coal	MT	1,130,352.96 0	12.6400	14,287,661.41	YES
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TOTAL OF BOQ PART : 00010 INR 14287661.41

Amount **14287661.41**
Other Charges 0.00

Net Amount on BOQ PART : 00010 INR 14287661.41

20		Wagon Loading	AU	1.000	14,386,571.14	14,386,571.14	
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20.10		Wagon Loading	MT	1,107,511.25 0	12.9900	14,386,571.14	YES
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TOTAL OF BOQ PART : 00020 INR 14386571.14

Amount **14386571.14**
Other Charges 0.00

Net Amount on BOQ PART : 00020 INR 14386571.14

30		Transportation of Coal	AU	1.000	225805,526.68	225,805,526.68	
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30.10		Transportation of Coal	MK	26,565,356.0 80	8.5000	225,805,526.68	YES
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TOTAL OF BOQ PART : 00030 INR 225805526.68

Amount **225805526.68**
Other Charges 0.00

Net Amount on BOQ PART : 00030 INR 225805526.68

Net Total Amount INR 254,479,759.23
Less Rebate/Amount INR 0.00

324

Grand Total

INR 254,479,759.23

INR TWENTY-FIVE CRORE FORTY-FOUR LAKH SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-NINE AND TWENTY-THREE PAISA ONLY



NTPC Limited

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(A Government of India Enterprise)

Pakri Barwadih, Chat Bariatu & Kerandari CMP

Sikri Site Office, P.O. Barkaga

Hazaribag - JHARKHAND

Jharkhand- 825311, India

Telephone No. : 06546-270808/267808 Fax No. : 06546270808

Service Purchase Order

PAN No. : AACN0255D

CIN No. : L40101DL1975GOI007966

Purchase Order No. : 5500033374-108-1040 **Date** : 15.06.2019 (**version : 9** **Date : 12.01.2021**)

To

SAINIK MINING AND ALLIED SERVICES LTD

7TH FLOOR, COPORATE TOWER,

AMBIENCE MALL, NH-8,

GURGAON

Haryana

India - 122001

Tel: 0

E-Mail : chandra.datt@sainikmining.com

Vendor Code : 1109843

Subject: : Loading, Transportation, Unloading and Wagon loading of coal from surface coal stock yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribagh including associated miscellaneous works for an interim period of one year.

Version: 01 Amendment in PO correction in contract period.

Version: 02 Amendment in PO, Limit value added in line item 10.

Version 03 : Change of EIC

version-4: Interim deviation

Version 05 : Time Extension

Version 06 : Interim Deviation and Time extension upto 31.07.2020 provisionally without prejudice to the right to levy LD.

Version 07 : Amendment in Clause No. 4 of Special Terms and conditions.

Version 08: Provisional time extension without prejudice to right to levy LD.

Version 09: PO amendment towards Final Deviation and Final Time Extension upto 21.08.2020 without LD.

NIT NO. : Dated

Your Offer No. : Bid No. 48282

Your Reference :

Our Reference : PakriBarwadih/C&M/2019-20/RCMAJHI/109849

Dear Sir,

This has reference to our above mentioned NIT, Your offer and subsequent discussions. We are pleased to accept your offer opened on and confirm having awarded on you the work of Loading, Transportation, Unloading and Wagon loading of coal from surface coal stock yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribagh including associated miscellaneous works for an interim period of one year.

Version: 01 Amendment in PO correction in contract period. Version: 02 Amendment in PO, Limit value added in line item 10. Version 03 : Change of EIC version-4: Interim deviation Version 05 : Time Extension Version 06 : Interim Deviation and Time extension upto 31.07.2020 provisionally without prejudice to the right to levy LD. Version 07 : Amendment in Clause No. 4 of Special Terms and conditions. Version 08: Provisional time extension without prejudice to right to levy LD. Version 09: PO amendment towards Final Deviation and Final Time Extension upto 21.08.2020 without LD. of total value INR 3120,136,864.05 (Rupee THREE ARAB TWELVE CRORE ONE LAKH THIRTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR POINT FIVE ONLY) mentioned in the scope of works, special terms & conditions, Bill of quantities etc.

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The duration of the service period shall be from 13.06.2019 to 31.08.2020. Though the duration of contract remain same, the actual date of commencement of the contract shall be as per the direction of EIC. DGM(Coal Despatch) Version 03 : Change of EIC : DGM/AGM (Coal Dispatch) shall be EIC for this work.

This service purchase order along with its annexure is being issued to you in duplicate .We request you to return the duplicate copy of this service purchase order, duly signed on each page by your authorised signatory in token of your unequivocal acknowledgment of the same within 15 days from the date of this service purchase order. If no communication is received within 15 days of receipt of Purchase Order, it will be treated that order has been accepted in entirety.

We thank you for the interest shown by you in our project and the cooperation extended to us. We expect to receive your continued cooperation in future also.

Thanking You,
For & on behalf of NTPC Limited.

Sr. Manager(C&M)

Enclosures :

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Name of Work:

(Bill of Quantity)

Loading, Transportation, Unloading and Wagon loading of coal from surface coal stock yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribagh including associated miscellaneous works for an interim period of one year.

Version: 01 Amendment in PO correction in contract period.
Version: 02 Amendment in PO, Limit value added in line item 10.

Version 03 : Change of EIC
version-4: Interim deviation
Version 05 : Time Extension

Version 06 : Interim Deviation and Time extension upto 31.07.2020 provisionally without prejudice to the right to levy LD.

Version 07 :Amendment in Clause No. 4 of Special Terms and conditions.

Version 08: Provisonal time extension without prejudice to right to levy LD.

Version 09: PO amendment towards Final Deviation and Final Time Extension upto 21.08.2020 without LD.

SI No.	Code	Description	Unit	Quantity	Net Price	Amount	Long Text
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Delivery/Invoicing Address:

1040 Pakri Barwadih,Chat Bariatu & Kerandari CMP
Sikri Site Office, P.O. Barkaga Hazaribag - JHARKHAND
Jharkhand
825311
India
06546-270808/267808
06546270808
Invoicing to be done on
GST No. : 20AAACN0255D1ZC

10		Loading of Coal	AU	1.000	318915,840.00	318,915,840.00	
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Tax: IN:Integrated GST @ 18.00 % Extra

10 .10		Loading of Coal in to Tippers	MT	10,176,000.00	13.6600	139,004,160.00	
10 .20		Loading of Coal in to Railway Wagon	MT	10,176,000.00	17.6800	179,911,680.00	

TOTAL OF BOQ PART : 00010 INR 318915840.00

Amount 318915840.00
Other Charges 0.00

Net Amount on BOQ PART : 00010 INR 318915840.00

20		Transportation of Coal	AU	1.000	858854,400.00	858,854,400.00	
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Tax: IN:Integrated GST @ 12.00 % Extra

20 .10		Transportation of Coal to Banadag Siding	MK	101,760,000	8.4400	858,854,400.00	
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TOTAL OF BOQ PART : 00020 INR 858854400.00

328

Amount **858854400.00**
 Other Charges 0.00

Net Amount on BOQ PART : 00020 INR 858854400.00

30		Transportation of Coal	AU	1.000	858854,400.00	858,854,400.00	
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Tax: IN:Integrated GST @ 12.00 % **Extra**

30 .10		Transportation of Coal to Banadag Siding	MK	101,760,000	8.4400	858,854,400.00	
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TOTAL OF BOQ PART : 00030 INR 858854400.00

Amount **858854400.00**
 Other Charges 0.00

Net Amount on BOQ PART : 00030 INR 858854400.00

40		Transportation of Coal	AU	1.000	858854,400.00	858,854,400.00	
----	--	------------------------	----	-------	---------------	----------------	--

Tax: IN:Integrated GST @ 12.00 % **Extra**

40 .10		Transportation of Coal to Banadag Siding	MK	101,760,000	8.4400	858,854,400.00	
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TOTAL OF BOQ PART : 00040 INR 858854400.00

Amount **858854400.00**
 Other Charges 0.00

Net Amount on BOQ PART : 00040 INR 858854400.00

50		Loading of Coal (Extra Item)	AU	1.000	25,719,774.22	25,719,774.22	
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Tax: IN:Integrated GST @ 18.00 % **Extra**

50 .10		Loading of Coal in to Tippers	MT	757,666.874	14.7528	11,177,707.86	
50 .20		Loading of Coal in to Railway Wagon	MT	761,588.024	19.0944	14,542,066.37	

TOTAL OF BOQ PART : 00050 INR 25719774.22

Amount **25719774.22**
 Other Charges 0.00

Net Amount on BOQ PART : 00050 INR 25719774.22

60		Transportation of Coal (Extra Item)	AU	1.000	198938,049.83	198,938,049.83	
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Tax: IN:Integrated GST @ 12.00 % **Extra**

60 .10		Transportation of Coal to Banadag Siding	MK	21,824,869.430	9.1152	198,938,049.83	
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TOTAL OF BOQ PART : 00060 INR 198938049.83

Amount **198938049.83**
 Other Charges 0.00

Net Amount on BOQ PART : 00060 INR 198938049.83

Net Total Amount INR 3,120,136,864.05

Less Rebate/Amount INR 0.00

Grand Total INR 3120,136,864.05

INR THREE ARAB TWELVE CRORE ONE LAKH THIRTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR

AND FIVE PAISA ONLY

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NTPC Limited

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(A Government of India Enterprise)

SSC - Coal Mining(Ranchi) Kerandari CMP

Sikri Site Office, P.O. Barkaga

Hazaribag - JHARKHAND

Jharkhand- 825311, India

Telephone No. : 06546-270808/267808 Fax No. : 06546270808

Service Purchase Order

PAN No. : AAACN0255D

CIN No. : L40101DL1975GOI007966

Purchase Order No. : 4000245320-108-1040 **Date** : 22.08.2020 (**version : 7** **Date : 24.02.2021**)

To

Vendor Code : 1187452

SANGITA SALES PVT LTD

H B TOWN, SHOP NO 3 & 4, AASHIRWAD

COMPLEX, OLD PARDI NAKA

NAGPUR

NAGPUR

Maharashtra

India - 440035

Tel: 9766690000

E-Mail : accounts@sangitacoal.com

Subject: : Loading, Transportation, Unloading and Wagon loading of coal from surface coal yard of PakriBarwadih Coal Mining Project to Banadag Railway Siding Hazaribag including Maintenance of Banadag Siding & associated miscellaneous works for an interim period of 02 (Two) month.

Version 01 : Provisional Time Extension upto 18.12.2020 without prejudice to right to levy LD

Version 02 : Provisional Time Extension upto 18.02.2021 and change of EIC

Version 03 : 1st Interim Deviation

Version 04 : Addition of limit value

Version 05 : Change of limit value

Version 06 : 2nd Interim Deviation

Version 07 : Addition of limit value

NIT NO. : 9900204911 Dated

Your Offer No. :

Your Reference :

Dear Sir,

This has reference to our above mentioned NIT, Your offer and subsequent discussions. We are pleased to accept your offer opened on and confirm having awarded on you the work of Loading, Transportation, Unloading and Wagon loading of coal from surface coal yard of PakriBarwadih Coal Mining Project to Banadag Railway Siding Hazaribag including Maintenance of Banadag Siding & associated miscellaneous works for an interim period of 02 (Two) month. Version 01 : Provisional Time Extension upto 18.12.2020 without prejudice to right to levy LD Version 02 : Provisional Time Extension upto 18.02.2021 and change of EIC Version 03 : 1st Interim Deviation Version 04 : Addition of limit value Version 05 : Change of limit value Version 06 : 2nd Interim Deviation Version 07 : Addition of limit value of total value INR 836,804,784.07 (Rupee EIGHTY-THREE CRORE SIXTY-EIGHT LAKH FOUR THOUSAND SEVEN HUNDRED EIGHTY-FOUR POINT SEVEN ONLY) mentioned in the scope of works, special terms & conditions, Bill of quantities etc.

The duration of the service period shall be from 22.08.2020 to 18.02.2021. Though the duration of contract shall remain same, the actual date of commencement of the contract shall be as per the direction of EIC. AGM (CD) Version 02 : EIC DGM (CD) shall be EIC for this work.

This service purchase order along with its annexure is being issued to you in duplicate .We request you to return the duplicate copy of this service purchase order, duly signed on each page by your authorised signatory

Registered Office: NTPC Bhawan, Core-7, Scope Complex, Institutional Area, Lodhi Road, New Delhi-110003

Phone No. -(011)24360100, Fax No. -(011)24361018. Website: www.ntpc.co.in



A Maharatna Company

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in token of your unequivocal acknowledgment of the same within 15 days from the date of this service purchase order. If no communication is received within 15 days of receipt of Purchase Order, it will be treated that order has been accepted in entirety.

We thank you for the interest shown by you in our project and the cooperation extended to us. We expect to receive your continued cooperation in future also.

Thanking You,
For & on behalf of NTPC Limited.

SR MGR (C&M)

Enclosures :

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Name of Work:	<p>(Bill of Quantity)</p> <p>Loading, Transportation, Unloading and Wagon loading of coal from surface coal yard of PakriBarwadih Coal Mining Project to Banadag Railway Siding Hazaribag including Maintenance of Banadag Siding & associated miscellaneous works for an interim period of 02 (Two) month.</p> <p>Version 01 : Provisional Time Extension upto 18.12.2020 without prejudice to right to levy LD</p> <p>Version 02 : Provisional Time Extension upto 18.02.2021 and change of EIC</p> <p>Version 03 : 1st Interim Deviation</p> <p>Version 04 : Addition of limit value</p> <p>Version 05 : Change of limit value</p> <p>Version 06 : 2nd Interim Deviation</p> <p>Version 07 : Addition of limit value</p>
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SI No.	Code	Description	Unit	Quantity	Net Price	Amount	Long Text
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Delivery/Invoicing Address:
 1040 Pakri Barwadih, Chat Bariatu & Kerandari CMP
 Sikri Site Office, P.O. Barkaga Hazaribag - JHARKHAND
 Jharkhand
 825311
 India
 06546-270808/267808
 06546270808
 Invoicing to be done on
GST No. : 20AAACN0255D1ZC

10		Loading of coal- Mines to Banadag	AU	1.000	89,460,693.00	89,460,693.00	
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Tax: IN: Integrated GST @ 18.00 % **Extra**

10 .10		Loading of coal into Tippers from Mines	MT	2,398,410.00 0	16.2600	38,998,146.60	
10 .20		Loading of Coal in to Railway Wagon	MT	2,398,410.00 0	21.0400	50,462,546.40	

TOTAL OF BOQ PART : 00010 **INR 89460693.00**

Amount **89460693.00**
 Other Charges 0.00

Net Amount on BOQ PART : 00010 **INR 89460693.00**

20		Transportation - Mines to Banadag - 1	AU	1.000	699376,356.00	699,376,356.00	
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Tax: IN: Integrated GST @ 5.00 % **Extra**
 IN: RCM IGST @ 100.00- %

20 .10		Transportation of Coal from Mines to Ban	MK	71,952,300	9.7200	699,376,356.00	
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TOTAL OF BOQ PART : 00020 **INR 699376356.00**

Amount **699376356.00**
 Other Charges 0.00

Net Amount on BOQ PART : 00020 **INR 699376356.00**

40		Amount linked to Safety Aspects/	AU	1.000	16,871,735.07	16,871,735.07	
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		complia					
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Tax: IN:Integrated GST @ 18.00 % Extra

40 .10		Amount linked to Safety Aspects-Part1	AU	14,671,073.97	1.1500	16,871,735.07	
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TOTAL OF BOQ PART : 00040 INR 16871735.07

Amount 16871735.07
 Other Charges 0.00

Net Amount on BOQ PART : 00040 INR 16871735.07

60		Extra Item Loading	AU	1.000	3,676,000.00	3,676,000.00	
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Tax: IN:Integrated GST @ 18.00 % Extra

60 .10		Loading of coal into Tippers from Mines	MT	100,000.000	15.6300	1,563,000.00	
60 .20		Loading of Coal in to Railway Wagon	MT	100,000.000	21.1300	2,113,000.00	

TOTAL OF BOQ PART : 00060 INR 3676000.00

Amount 3676000.00
 Other Charges 0.00

Net Amount on BOQ PART : 00060 INR 3676000.00

70		Extra Item Transportation	AU	1.000	27,420,000.00	27,420,000.00	
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Tax: IN:Integrated GST @ 5.00 % Extra

IN: RCM IGST @ 100.00- %

70 .10		Transportation of Coal from Mines to Ban	MK	3,000,000	9.1400	27,420,000.00	
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TOTAL OF BOQ PART : 00070 INR 27420000.00

Amount 27420000.00
 Other Charges 0.00

Net Amount on BOQ PART : 00070 INR 27420000.00

Net Total Amount INR 836,804,784.07
 Less Rebate/Amount INR 0.00
 Grand Total INR 836,804,784.07
 INR EIGHTY-THREE CRORE SIXTY-EIGHT LAKH FOUR THOUSAND SEVEN HUNDRED EIGHTY-FOUR AND SEVEN PAISA ONLY

Service Purchase Order

PAN No. : AAACN0255D

CIN No. : L40101DL1975GOI007966

Purchase Order No. : 4000253657-108-1040 Date : 08.02.2021 (version : 1 Date : 24.03.2021)

To

Vendor Code : 1125840

THRIVENI EARTHMOVERS PVT LTD

A 115,SECTOR-35

NOIDA

Uttar Pradesh

India - 201301

Tel: 01202504982

E-Mail : kks@thriveni.com

Subject: : Loading, Transportation, Unloading and Wagon loading of coal from surface coal yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribag including Maintenance of Banadag Railway Siding & associated miscellaneous works for an interim period of 1(One) year.

Version 01 : Incorporation of Limit

NIT NO. : 9900209849 Dated

Your Offer No. :

Your Reference :

Dear Sir,

This has reference to our above mentioned NIT, Your offer and subsequent discussions. We are pleased to accept your offer opened on and confirm having awarded on you the work of Loading, Transportation, Unloading and Wagon loading of coal from surface coal yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribag including Maintenance of Banadag Railway Siding & associated miscellaneous works for an interim period of 1(One) year. Version 01 : Incorporation of Limit of total value INR 4258,530,710.80 (Rupee FOUR ARAB TWENTY-FIVE CRORE EIGHTY-FIVE LAKH THIRTY THOUSAND SEVEN HUNDRED TEN POINT EIGHTY ONLY) mentioned in the scope of works, special terms & conditions, Bill of quantities etc.

The duration of the service period shall be from 10.02.2021 to 09.02.2022. Though the duration of contract shall remain same, the actual date of commencement of the contract shall be as per the direction of EIC. AGM/DGM (Coal Dispatch) shall be EIC for this work.

This service purchase order along with its annexure is being issued to you in duplicate .We request you to return the duplicate copy of this service purchase order, duly signed on each page by your authorised signatory in token of your unequivocal acknowledgment of the same within 15 days from the date of this service purchase order. If no communication is received within 15 days of receipt of Purchase Order, it will be treated that order has been accepted in entirety.

We thank you for the interest shown by you in our project and the cooperation extended to us. We expect to receive your continued cooperation in future also.

Thanking You,

For & on behalf of NTPC Limited.

Sr Mgr (C&M)

Enclosures :

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(Bill of Quantity)

Name of Work:

Loading, Transportation, Unloading and Wagon loading of coal from surface coal yard of Pakri Barwadih Coal Mining Project to Banadag Railway Siding, Hazaribag including Maintenance of Banadag Railway Siding & associated miscellaneous works for an interim period of 1(One) year.
Version 01 : Incorporation of Limit

SI No.	Code	Description	Unit	Quantity	Net Price	Amount	Long Text
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Delivery/Invoicing Address:

1040 Pakri Barwadih,Chat Bariatu & Kerandari CMP
Sikri Site Office, P.O. Barkaga Hazaribag - JHARKHAND
Jharkhand
825311
India
06546-270808/267808
06546270808
Invoicing to be done on
GST No. : 20AAACN0255D1ZC

10		Loading of coal Mines to Banadag	AU	1.000	598290,000.00	598,290,000.00	
10 .10		Loading into Tippers from Mines -Part A	MT	12,000,000.00	15.6300	187,560,000.00	
10 .20		Loading into Railway Wagon - Part A	MT	12,000,000.00	21.1300	253,560,000.00	
10 .30		Loading into Tippers from Mines - Part B	MT	3,000,000.00	15.6300	46,890,000.00	
10 .40		Loading into Tippers from TP 10 - Part B	MT	3,000,000.00	15.6300	46,890,000.00	
10 .50		Loading into Railway Wagon - Part B	MT	3,000,000.00	21.1300	63,390,000.00	

TOTAL OF BOQ PART : 00010 INR 598290000.00

Amount 598290000.00
Other Charges 0.00

Net Amount on BOQ PART : 00010 INR 598290000.00

20		Transportation-Part A:Mines to Banadag-1	AU	1.000	658080,000.00	658,080,000.00	
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Tax: IN:Integrated GST @ 5.00 % Extra

20 .10		Transportation of Coal from Mines to Ban	MK	72,000,000	9.1400	658,080,000.00	
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TOTAL OF BOQ PART : 00020 INR 658080000.00

Amount 658080000.00
Other Charges 0.00

Net Amount on BOQ PART : 00020 INR 658080000.00

30		Transportation-Part A:Mines to Banadag-2	AU	1.000	658080,000.00	658,080,000.00	
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Tax: IN:Integrated GST @ 5.00 % Extra

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30 .10		Transportation of Coal from Mines to Ban	MK	72,000,000	9.1400	658,080,000.00	
TOTAL OF BOQ PART : 00030						INR 658080000.00	
Amount						658080000.00	
Other Charges						0.00	
Net Amount on BOQ PART : 00030						INR 658080000.00	
40		Transportation-Part A:Mines to Banadag-3	AU	1.000	658080,000.00	658,080,000.00	
Tax: IN:Integrated GST @ 5.00 % Extra							
40 .10		Transportation of Coal from Mines to Ban	MK	72,000,000	9.1400	658,080,000.00	
TOTAL OF BOQ PART : 00040						INR 658080000.00	
Amount						658080000.00	
Other Charges						0.00	
Net Amount on BOQ PART : 00040						INR 658080000.00	
50		Transportation-Part A:Mines to Banadag-4	AU	1.000	658080,000.00	658,080,000.00	
Tax: IN:Integrated GST @ 5.00 % Extra							
50 .10		Transportation of Coal from Mines to Ban	MK	72,000,000	9.1400	658,080,000.00	
TOTAL OF BOQ PART : 00050						INR 658080000.00	
Amount						658080000.00	
Other Charges						0.00	
Net Amount on BOQ PART : 00050						INR 658080000.00	
60		Transportation-Part A:Mines to Banadag-5	AU	1.000	658080,000.00	658,080,000.00	
Tax: IN:Integrated GST @ 5.00 % Extra							
60 .10		Transportation of Coal from Mines to Ban	MK	72,000,000	9.1400	658,080,000.00	
TOTAL OF BOQ PART : 00060						INR 658080000.00	
Amount						658080000.00	
Other Charges						0.00	
Net Amount on BOQ PART : 00060						INR 658080000.00	
70		Tarpaulin Cover	AU	1.000	4,890,710.80	4,890,710.80	
70 .10		Good quality PP Fabric Tarpaulin -Part A	NO	184,900	21.1600	3,912,484.00	YES
70 .20		Good quality PP Fabric Tarpaulin -Part B	NO	46,230	21.1600	978,226.80	
TOTAL OF BOQ PART : 00070						INR 4890710.80	
Amount						4890710.80	
Other Charges						0.00	
Net Amount on BOQ PART : 00070						INR 4890710.80	
80		Transportation - Part B	AU	1.000	364950,000.00	364,950,000.00	
Tax: IN:Integrated GST @ 5.00 % Extra							
80 .10		Transportation from Mines to	MK	27,000,000	10.1400	273,780,000.00	

4.5 Quality Control

The Mine Operator shall, through a full-time staff of mining/geological technicians, implement a comprehensive program to control the quality of the mined coal in accordance with the weekly digging plan. The Quality Control staff shall interact with operations personnel assigned to coal loading to ensure that the expected coal quality is achieved.

4.6 Monsoon Planning

In conjunction with the mine operations department, the engineering department shall prepare plans and maps such that the mine can operate during the monsoon and meet the required production schedules.

4.7 Other Routine Tasks of the Engineering Department

- 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
- Overburden Dump Planning - Preparation of plans and maps for managing the overburden dumps. The Mine Operator shall strive to commence in-pit dumping as soon as practicable.

5 MINE OPERATIONS

5.1 The Mine Operator shall construct and operate the Site in accordance with the following scope :

- Plan the mine (Site), its development and construction
- Strip OB and store such OB on dumps
- Mine and extract coal in accordance with the requirements of Owner
- Make provisions for HEMM, other mining machinery and its effective maintenance
- Implement, and comply with EMP and environmental clearances;
- Construction, maintenance and operation of mine dewatering plant, sump, and garland drains with de-silting provisions
- Construct and maintain all access ways and haul roads
- Arrangement and use of explosives, as per Indian Explosives Act
- Drilling and blasting
- Construction and maintenance of workshops, stores etc.
- Construction and maintenance of internal power supply
- Mine illumination as per prevalent laws
- Magazine, POL depot
- Arrangement of petrol/diesel, oil and lubricants.
- (if applicable) control any spontaneous combustion on Site
- Conduct advance infill drilling.
- OB dump management

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

नवीन बगई/NAVIN BAGAI

अपर महाप्रबन्धक (संविदा सेवाएँ)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड, NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

For Thriveni Earthmovers Pvt. Ltd.


Authorized Signatory

Page 110 of 185
For Thriveni Sainik Mining Pvt. Ltd.


Authorized Signatory

For Sainik Mining And Allied Services Ltd.



- Progressive mine closure with effective land reclamation plan

5.2 Management, Superintendence and Personnel

The Mine Operator shall establish a management team to interface with the Owner, shall assure that members of the team speak fluent English and are qualified and authorized to make decisions related to the Site and are available for communication with the Owner during all regular business hours for the duration of this Agreement. The Mine Operator shall, after mobilization at the Site, 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 foremen, to direct the activities of skilled and unskilled labour, and all other personnel necessary to complete the Mining Services. The Mine Operator shall cause the Mining Services to be supervised at all times by a job superintendent. Instructions given to the Mine Operator's job superintendents or other personnel so authorized by the Owner or its authorised engineers shall be just as binding as though given directly to the Mine Operator.

The Mine Operator shall follow the requirements of DGMS regarding the number of supervisors. These requirements are quite specific and relate to the number of excavators deployed.

The Mine Operator shall investigate and take appropriate action with respect to any personnel problems brought to its attention by the Owner. Any employee, including job superintendents, proving unsatisfactory to the Owner, shall be promptly replaced upon request of the Owner.

The Mine Operator shall utilize the minimum number of employees to complete the Works with a reasonable degree of task coverage. Manual labor shall be minimized by using mechanical equipment wherever possible. Other than to clean up spills, no coal shall be mined or loaded manually.

Following shall be ensured by the Mine Operator in respect of its personnel employed at the Site :

- The workers engaged by the Mine Operator shall be on its permanent roll and the Mine Operator shall pay all their wages, other dues and benefits, as per prevalent labour laws
- The Mine Operator's employees shall not enter areas of the PB Block other than the Mine Operator's work area.
- The Mine Operator's employees shall each wear identification clearly showing the individual's and employer's names.
- The Mine Operator shall give preference in employment to Project Affected People (hereinafter called the "PAPs") at the PB Block and fulfill other obligation as per Owner's Rehabilitation & Resettlement (hereinafter

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

नवीन बगई / NAVIN BAGAI
अपर महाप्रबन्धक (नवीन) (भारत)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड NTPC LIMITED
EOC, A-6A, Sector-24, Noida-201 301 (U.P.)

Authorised Signatory
For Sainik Mining And Allied Services Ltd.

Page 111 of 185
For Thriveni Sainik Mining Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Schedule 5 – Facilitating works by Owner and Owner's supplied Facilities to be operated and maintained by Mine Operator.

1. Facilitating works by Owner

Owner is undertaking / intends to undertake the following tasks in respect of development and operation of the Site.

a. Land Acquisition

Owner is acquiring the required land in a phased manner for Mining Services including the land required for infrastructure facilities and Mine Operator's residential facility. The rehabilitation and resettlement of the PAPs shall be undertaken as per the Owner's R&R policy and Rehabilitation Action Plan as may be approved by NTPC. After the land is handed over, free from any encumbrance to the Mine Operator, maintenance of the land status thereafter shall be the responsibility of the Mine operator.

b. Exploration

Owner shall undertake the necessary drilling activities for no coal zone proving to ensure that the areas identified for the infrastructure are non-coal bearing.

c. Cross Country Conveyors, Silo and railway siding

The railway siding and the necessary wagon loading facilities are being constructed by Owner. Coal Handling System (troughed belt conveyor system) being constructed by Owner is under various stages of completion and comprises of following:

- Over land conveyor (about 13.5 km) from mine to railway siding
- Coal Sampling System
- Coal storage silo (2 nos of 4000 tonnes capacity)
- Silo loadout system.

The mandatory spares procured along with the CHP by Owner shall be provided to the Mine Operator free of cost.

For weighment of coal in motion electronic weighbridge at silo shall be installed by Owner. Further sampling of the coal shall be done with the help of auto mechanical samplers to be installed by Owner at the top of the silos.

d. Other Infrastructure facilities (Refer Amendment No.1)

Owner proposes to also construct and provide the following facilities:

- Power arrangement for initial mining operation to be made available at PB

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

Page 163 of 185

For Thriveni Earthmovers Pvt. Ltd.
Authorised Signatory

For Thriveni Sainik Mining Pvt. Ltd.
Authorised Signatory

For Sainik Mining And Allied Services Ltd.
Authorised Signatory

Authorised Signatory

Authorised Signatory

नवीन बगई / NAVIN BAGAI
अपर महाप्रबन्धक (उत्पाद सेवाएँ)
Addl. General Manager (Contract Services)
एन टी पी सी लिमिटेड / NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

Block main sub station with feeder voltage at 11 KV and subsequently at 33KV till the HT line at 220KV is brought to the Site by Owner.

- (b) HT line from Hazaribag/ North Karanpura Thermal Power Station to Pakri Barwadih at 220KV.
- (c) Main substation at PB Block.
- (d) Power supply arrangement from Jharkhand State Electricity Board. Owner is also making arrangement for backup power of 10 MVA though the diesel generators set.
- (e) Road & culverts connecting the mine along its full strike up to the western limit.
- (f) Canal to divert surface water drainage along the northern edge of the Site.
- (g) Road & HT line diversion, as and when required.
- (h) Township, water supply & sewerage for Owner personnel
- (i) Dwelling units for Mine Operator comprising of 6 three bedroom houses in Owner's colony to be constructed at the Site. Owner shall provide transit hostel facility to the Mine Operator initially.
- (j) Service buildings for E&M workshop, mines office, administrative office, railway siding and loading office required for maintenance of Owner facilities only.
- (k) Strengthening of bridges and approach road between Hazaribagh and the Site.
- (l) Coal Lab and the associated equipment for sampling, analysis and quality measurement.

e. Environmental Management

Owner shall undertake the following:

- (a) Compensatory afforestation in lieu of diversion of forest land for mining purposes; and
- (b) Final mine closure of the Western Pit.

f. Clearances for the Project

Owner is also undertaking/has undertaken following clearances:

- (a) All approvals required for land acquisition and Mining Lease, as applicable;

Project Agreement for Development & Operation
of Pakri Barwadih Coal Block

Authorised Signatory

For Thriveni Sainik Mining Pvt. Ltd.

Page 164 of 185

Authorised Signatory

नवीन बगई / NAVIN BAGAI
अपर महाप्रबन्धक (आर) प्रसारण
Addl. General Manager (Central Services)
एन टी पी सी लिमिटेड / NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301 (U.P.)

For Sainik Mining And Allied Services Ltd.

Authorised Signatory

F. No. 34011/28/2019-CPAM

Government of India

Ministry of Coal

Shastri Bhawan, New Delhi

The 29th May 2020**Office Memorandum****Subject: Guidelines for Preparation, Formulation, Submission, Processing, Scrutiny, Approval and Revision of Mining plan for the coal and lignite blocks.**

Undersigned is directed to state that the guidelines for formulation of Mining plan and Mine Closure Plan has been amended. It has been decided by the Government that all coal (including lignite) mining operations in India shall henceforth be governed as per modified guidelines enumerated below.

1. **Mining Plan:** All coal (including Lignite) mining operation in India shall henceforth be governed as per these modified guidelines listed below and henceforth, the Mine Closure Plan and Final Mine Closure Plan shall be integral part of Mining Plan. Separate approval of Mine Closure Plan/ Final Closure Plan has been done away with. The Guideline/format for formulation of Mining plan is enumerated at **Appendix – I**.
- 1.1. **Implementation of the approved Mining Plans shall be sole responsibility of the mine owner.** Mining operations shall be undertaken in accordance with the duly approved mining plan. The mining plan once approved shall be valid for the balance life of the Mine, provided that any modification(s) of the mining plan is approved by the competent authority and such approval of the modified mining plan shall remain valid for the estimate balance life of the mining plan. Modification of the approved mining plan during the operation of a mining lease also requires prior approval.
- 1.2. The mining plan shall cover prescription for different phases of life of the mine as stage plan. The Stage plan for 1st year, 3rd year, 5th year, year of achieving rated capacity of the mine, Final year (i.e. at the end of mine life) and post closure shall be submitted at the time of initial submission of mining plan. The project proponent shall submit a **report/information** consisting **a.** compliance status with respect to approval condition of mining plan and grounds specified at para 1.3A; **b.** stage plan for next five years; **c.** revised balance life of the mine; and **d.** revised calculation of ESCROW amount with respect to revised balance life, to Coal Controller, CCO, Kolkata with a copy of the same to Administrative Section dealing with the allocation/allotment of the block and section dealing with approval of mining plan at MoC/CCO, **for information**. Such report/information must be submitted at least 180(one hundred eighty) days before the expiry of 5 (five) year, starting from the commencement of the Mineral Concession (Amendment) Rules, 2020 or the date of execution of the duly executed mining lease deed, whichever is later. Information desired above must bear certificate of **Qualified Person/ Accredited Mining Plan preparing Agency** and have approval of the respective company board. Non submission of such information during the stipulated time may result in withdrawal of mine opening permission or cancellation of the approved mining plan, as may be decided by CCO.

The Mining Plan approved prior to issue of this Guideline will qualify for submission of such report/information at least 180(one hundred eighty) days prior to expiry of 5 (five) year from the date of notification of the Mineral Concession Amendment Rules 2020.
- 1.3.(A) The mining plan may be modified for **a.** for change in method of mining; **b.** for facilitating increase in sanctioned peak capacity that is in excess of one hundred and fifty per cent of the

sanctioned rated capacity; **c.** change in leased area; **d.** in the interest of safe and scientific mining; **e.** conservation of minerals; **f.** for the protection of environment; **g.** addition of reserve by way of proving of reserve in the existing lease area; **h.** for changes in final mine closure conditions; or **i.** and such other change that may be determined by the Central Government. While submission of revision/ modification of mining plan the reason for revision/ modification shall be specified in writing by the lessee.

- (B) Notwithstanding anything contained in clause (A) above, for other minor changes, the project proponent is empowered to make modification with the approval of the respective company board. These minor changes shall cover **a.** changes in land type within the leased area; **b.** changes in HEMM deployment plan; and **c.** changes in location of infrastructure within the leased area. The project proponent shall submit specific report of such minor changes to Coal Controller, CCO, Kolkata with a copy of the same to Administrative Section dealing with the allocation/allotment of the block and section dealing with approval of mining plan at MoC/CCO, for information.
- 1.4. The Mining Plan submitted for approval shall have prior approval of the concerned Board of the Company.
- 1.5. The base date of the Mining Plan should be taken as cut-off date on which the extractable reserve, balance life etc. has been quantified.
- 1.6. The proposed leased area in the Mining Plan shall include the area specified in the mining lease within which mining operations can be undertaken and includes the non-mineralized area required and approved for the activities falling under the definition of mine as referred in The Mines Act 1952. Evacuation route, R&R and Employee Township area outside the block will not be part of the Mining plan.
- 1.7. Pre-mining land ownership/land type furnished in the mining plan will be of indicative in nature along with data source at its footnote (viz. from topo sheet, cadastral plan etc.).
- 1.8. The excavation/ mining area envisaged in the mining plan must be restricted within the allotted/vested geological block boundary/existing mining lease and if the project area is confined within the allotted block boundary/existing mining lease, a certificate to this effect is to be provided by the **Qualified Person/ Accredited Mining Plan preparing Agency** preparing the mining plan. The certificate must be made on the Conceptual Plan depicting Cardinal Point Co-ordinates (shape co-ordinates) of the project boundary, Lease boundary and Geological Block boundary (binding co-ordinates given in the vesting order).
- 1.9. Under provisions of Rule 16 of MCR 1960, State Government is custodian of the exploration data. As such in the cases, where the project area extends beyond the block boundary/existing mining lease the Mines and Geology Department of the concerned State Government shall issue a certificate specifying (a) intent of the State Government for grant of lease beyond the vested geological boundary; (b) non-existence of coal/ lignite in the area beyond the vested/allotted geological block boundary/existing mining lease to rule out the issue of encroachment. The application for issue of certificate from the Mines and Geology Department of the State Government must be supported with proof of the non-existence of coal/lignite in the area under reference (along with their Cardinal Point coordinates) duly certified by custodian agency viz. CMPDIL/ SCCL in case of coal and NLCIL in case of lignite.
- Where the project area extends beyond the block boundary/existing mining lease, the certificate issued by the Mines and Geology Department of the concerned State Government must be attached in the Mining Plan.
- 1.10. In case of allotted/auctioned coal/lignite blocks, the mining plan may be revised for extraction of more coal on year to year basis.

Provided that the mining plan shall be revised for extraction of less coal on year on year basis only under following circumstances: a. if the remaining extractable reserve of the coal mine is less than

3(three) times of the rated Capacity of the current Approved Mining Plan; b. Change in method of mining from Opencast to Underground necessitated due to change in geo-mining conditions. However, revision of Mining Plan for extraction of less coal would be subject to prior approval of the Nominated Authority.

- 1.11. The approval of the revised Mining Plan shall not result in changes in the terms and conditions or efficiency parameters mentioned in the CMDPA/Allotment Agreement signed at the time of allotment/vesting for the auctioned/allotted blocks without prior approval of the nominated authority or Central Government, as the case may be. However, efficiency parameters mentioned in the CMDPA/Allotment Agreement shall be linked to the rated capacity of the mine.
 - 1.12. The project proponent shall envisage the action plan for exploration and liquidation of the balance reserve yet to be projectised.
 - 1.13. The project proponent shall take all necessary precautions regarding safety of mine workings and persons deployed therein and shall adhere to all the statutory clearances with regards to safety.
 - 1.14. Proposed project area envisaged in the mining plan shall not encroach into any other adjacent coal block unless permitted to do so by the Ministry of Coal in writing.
 - 1.15. The approval of the Mining Plan is without prejudice to the requirement of approvals from competent /prescribed authority under the relevant rules/ regulations etc.
 - 1.16. The project proponent shall submit an undertaking that the mine shall be operated as per the Environment Clearance (EC) & Forestry Clearance (FC) for the project.
 - 1.17. **Statutory Obligation:** The legal obligations, if any, which the lessee is bound to implement, like special conditions imposed while execution of lease deed, approval of Mining Plan, conditions imposed by the Ministry of Environment, Forest and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), State Pollution Control Board (SPCB), Directorate General of Mines Safety (DGMS) or any other organizations describing the nature of conditions and compliance positions thereof, should be indicated in the Mining Plan.
2. **Mine closure Plans:** Mine Closure Plans will have two components viz. i) Progressive or Concurrent Mine Closure Plan, and ii) Final Mine Closure Plan. Progressive Mine Closure Plan would include various land use activities to be done continuously and sequentially during the entire period of the mining operations, whereas the Final Mine Closure activities would start towards the end of mine life, and may continue even after the reserves are exhausted and/or mining is discontinued till the mining area is restored to an acceptable level. The Mine closure details of the Mining Plan should be oriented towards the restoration of land back to its original as far as practicable or further improved condition.
- 2.1. Mining is to be carried out in a phased manner along with reclamation and afforestation work in the mined-out area.
 - 2.2. Progressive mine closure plan shall be prepared for a period of every five years from the beginning of the mining operations. These plans would be examined periodically in every five years period and to be subjected to third party monitoring by the agencies approved by the Central Government, like Central Mine Planning and Design Institute Ltd. (CMPDIL), National Environmental Engineering Research Institute (NEERI), Indian Institute of Technology (IIT-ISM) or any other institutes/ organizations/ agencies specified from time to time for the purpose.
 - 2.3. Various project specific activities viz. mined-out land details & their technical and biological restoration plan, water quality management, infrastructure to be retained and demolished, disposal of mining machinery, etc. shall be furnished in the relevant paras. Where the backfilling of the mine void is being carried out as part of regular mining operation, it shall not be included in the list of progressive mine closure activities. However, in case, where the backfilling of mine void is to be carried out specifically for closure of the mine, quantum of such overburden and the mine closure fund earmarked for the purpose must be included in the list of activities to be taken up for mine closure in the mining plan at the time of submission itself.

- 2.4. The Government may at any time before the closure of mine require certain activities to be included in the mine closure plans, which it may consider necessary for the safety and conservation of environment, or in compliance with any modification/ amendment in the relevant legislation.
- 2.5. **Abandonment cost:** The total cost for carrying out such activities shall be estimated for assessment of abandonment cost of the mine involving progressive and final mine closure activities such as barbed wire fencing all around the working area, dismantling of structures/demolition and cleaning of sites, rehabilitation of mining machinery, plantation, physical/biological reclamation, landscaping, biological reclamation of left-out overburden dump, filling up of de-coaled void, post environmental monitoring, supervision charges, power cost, protective and rehabilitation measures including their maintenance and monitoring, miscellaneous charges etc. for the specified post closure period.
- 2.6. **Escrow Account Calculation:** In August 2009 it was estimated that typically closure cost for an opencast mine was around rupees six lakhs per hectare of the total project area and rupees one lakh per hectare for underground project area at the-then price level. Accordingly vide letter dated 7th January 2013 a guideline for mine closure was issued which needed modification in these rates based on the wholesale price index (WPI) as notified by Government of India from time to time while preparing the Mining plan and Mine Closure Plan. The escalated rate (based on the current base year i.e. 01.04.2019) is Rupees Nine Lakh per hectare in opencast and Rupees one lakh fifty thousand per hectare for underground Mine. These rates will be considered as Base Rate to be applicable from 01.04.2019, which may change as specified from time to time by the Government of India.
- [Exemplary Calculation: $\{(Rs\ 6\ lakhs \times 1.561\ linking\ factor\ for\ base\ year\ 2004-05 \times WPI\ 121.1\ as\ on\ April\ 2019) / (WPI\ as\ on\ August\ 2009)\} = Rupees\ 8.75\ lakh,$ rounded to Rupees 9 (nine) lakhs per hectare in case of Opencast project].*
- Henceforth, these rates will stand modified based on the wholesale price index (WPI) as notified by Government of India from time to time. Annual closure cost is to be computed considering the total project area of the mine multiplied by escalated rate (at the above mentioned rates) and dividing the same by the balance life of the mine in years. An amount equal to the annual cost is to be deposited each year throughout the mine life compounded @5% annually.
- [For example if the annual cost works out to Rs 100, then in the first year the amount to be deposited will be Rs 100, in the second year $100 \times (1+5\%)^1$, in the third year $100 \times (1+5\%)^2$ and so on.]*
- Further, in case of the mine, where escrow account is already open, the annual closure cost is to be computed considering the total project area at the above mentioned rates minus the amount already deposited and dividing the same by the balance life of the mine in years and annual cost as arrived should be compounded @5% annually.
- 2.7. **Financial Assurance:** The Mining Company/ Mine Owner as a part of Financial Assurance will open a Fixed Deposit Escrow account, with the Coal Controller Organization (on behalf of the Central Government) as exclusive beneficiary prior to commencement of any activities on the land/project area of the mine and shall submit the same to Coal Controller Organization (CCO) before the permission is given for opening the mine. The mining company shall cause the payment to be deposited at the rate computed as indicated at Para 2.6. The owner of the company may select the Schedule Bank where the Escrow account is to be opened and inform the same to the Coal Controller, CCO, Kolkata.
- 2.8. Coal Controller, Kolkata shall get the WPI (used for escalation of closure cost at the time of formulation of Mining plan) updated, at the time of opening of Escrow account. The mine owner/ company including all public/ private sector companies shall deposit the yearly amount in a Schedule Bank in accordance with Para 2.6. Coal Controller, **Kolkata shall also get the**

information, submitted under to para 1.2, verified and get the yearly closure cost with respect to the latest WPI in accordance with para 2.6.

- 2.9. Final Mine Closure: The details of the Mining Plan (covering Final Mine Closure Plan envisaging the details of the updated cost estimates for various mine closure activities and the Escrow Account already set up, shall be submitted to the approving authority for approval at least five years before the intended final closure of the mine.
- 2.10. Final Mine Closure would be considered to be completed only after acceptance of the third-party audit report by the Coal Controller on the compliance of all provisions of Mine Closure Plan. Any Institute/ Organization/Agency as may be specified by the Government for this purpose may be engaged for Third Party audit to create a self-sustained ecosystem. Failure of restoration within the specified period may result in forfeiture of Escrow Account created as per Para 2.6 & 2.7. The details of the Final Mine Closure Plan along with the details of the updated cost estimate for various mine closure activities and escrow account already set up shall be submitted at the time of approval of final mine closure plan.
- 2.11. **Time Scheduling for abandonment:** The Action plan for carrying out all abandonment operations (progressive and final mine closure) should be furnished in the form of bar chart for a period of life of the mine plus post closure period. Post closure period shall be taken as 3 (three) years for Underground mines and Opencast mines having stripping ratio lesser than 6 (six) MM^3/Te & 5 (five) years for mines having stripping ratio more than 6 (six) MM^3/Te .
- 2.12. **Implementation of the approved Mine Closure Plan shall be sole responsibility of the mine owner.** Mining is to be carried out in a phased manner 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. Up to 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 Para 2.2. The amount released should be equal to expenditure incurred on the progressive mine closure in past five years or 50% whichever is less. The balance amount shall be released to mine owner/leaseholder at the end of the final Mine Closure on compliance of all provisions of Closure Plan. This compliance report should be duly signed by the lessee and certify that said closure of mine complied all statutory rules, regulations, orders made by the Central or State Government, statutory organisations, court etc. and certified by the Coal Controller.
- 2.13. **Responsibility of the mine owner:** It is the responsibility of the mine owner to ensure that the protective measures contained in the mine closure plan including reclamation and rehabilitation works have been carried out in accordance with the approved mine closure plan and final mine closure plan.
- 2.14. The owner shall submit to the Coal Controller a yearly report before 1st July of every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved mine closure plans (Progressive and Final Closure Plans).
- 2.15. The money to be provided per hectare of total Project Area for the purpose is to be deposited every year on commencement of any development activity on the land for the mine after opening a Fixed Deposit Escrow Account prior to obtaining mine opening permission from Coal Controller. Mining company/owners including all Public Sector Undertakings shall deposit the yearly amount in a Scheduled Bank. If the Mine owners fail to deposit the required annual amount in accordance with Para 2.6, 2.7 & 2.8, the Government can withdraw the mining permission.
- 2.16. The funds so generated are towards the security to cover the cost of closure in case the mine owner fails to complete the relevant closure activities. The prime responsibility of mine closure shall always lie with the mine owner, and in case these funds are found to be insufficient to cover the cost of final mine closure including the areas covered in Para 2.3 2.6, 2.7, 2.8 & 2.9 above. The mine owner shall undertake to provide the additional fund equivalent to the gap in

funding before five years of Mine Closure failing which it may be recovered by such other methods as the competent authority may deem fit in this regard.

- 2.17. **Final Closure Certificate:** The Mine owner shall be required to obtain a mine closure certificate from Coal Controller to the effect the protective, reclamation, and rehabilitation work in accordance with the approved Mining plan covering final mine closure provisions/activities have been carried out by the mine owner for surrendering the reclaimed land to the State Government.
- 2.18. The balance amount at the end of the final Mine Closure shall be released to mine owner on compliance of all provisions of Closure Plan duly signed by the mine owner to the effect that said closure of mine complied with all statutory rules, regulations, orders made by the Central or State Government, statutory organizations, court etc. and duly certified by the Coal Controller. This should also indicate the estimated extractable coal reserves and coal actually mined out.
- 2.19. If the Coal Controller has reasonable grounds for believing that the protective, reclamation and rehabilitation measures as envisaged in the approved mine closure plan in respect of which financial assurance was given has not been or will not be carried out in accordance with mine closure plan, either fully or partially, the Coal controller shall give the mine owner a written notice of his intention to issue the orders for forfeiting the sum assured at least thirty days prior to the date of the order to be issued after giving an opportunity to be heard.

3. **Formulation of Mining Plan by Qualified Person (QP) or Accredited Mining Plan Preparing Agency (MPPA):**

- 3.1. System of granting Recognition to a person for preparation of mining plan u/s 22C of MCR 1960 & preparation of mining plan only by RQP u/s 22B of MCR 1960 shall be done away with, after commencement of the Mineral Concessions (Amendment) Rules, 2020.
- 3.2. After commencement of Mineral Concession (Amendment) Rule 2020, no mining plan shall be accepted unless it is prepared by Qualified Person (QP) or Accredited Mining Plan Preparing Agency (MPPA).
- 3.3. Quality Council of India (QCI) or National Accreditation Board for Education and Training (NABET) shall be engaged for accrediting following entities:
- (i) Accredited Prospecting Agency (APA) for undertaking prospecting operations and preparation of geological reports for Coal and Lignite Mines, and
 - (ii) Mining Plan Preparing Agency (MPPA) for preparation of mining plan (for Coal, Lignite Mines and Sand for Stowing)
- 3.4. The Quality Council of India (QCI) or National Accreditation Board for Education and Training (NABET) shall grant accreditation in accordance with such standards and procedures as specified in schedule VI of Mineral Concession (Amendment) Rule 2020.
- 3.5. Qualified Agency (QP) or Mining Plan Preparing Agency (MPPA) who prepares mining plan for a block/mine, shall have recognition from the concerned company board that the qualification of the QP or accreditation of the MPPA has been duly verified and is in line with the relevant provision of the MCR 1960.

4 **Submission, Processing and Scrutiny of Mining Plan**

- 4.1 **On and from the date of publication of order and upto the expiry of period of nine months from the commencement of the Mineral Concession (Amendment) Rules, 2020**, every mining plan submitted for approval/modification shall be accompanied with a non-refundable application fee specified from time to time in this regard, for the project area specified in the mining plan.
- 4.2 **On and from the expiry of period of nine months from the commencement of the Mineral Concession (Amendment) Rules, 2020**, every mining plan submitted for approval/modification

shall be accompanied with a non-refundable application fee specified from time to time in this regard, for the project area specified in the mining plan and peer/expert review done by any accredited mining plan preparing or reviewing agency at their (applicant's) own cost. During examination of the Mining Plan by the internal committee of MoC, if it is felt that a review by expert or by specialized agency is required, the committee may recommend referring the mining plan to such expert/agency with the approval of the MP approving authority. Charges for the expert review shall be borne by the applicant.

- 4.3 All pages (including cover page, plates and Annexures) shall bear the signature & stamp furnishing details of the QP/Accredited Mining Plan preparing Agency (MPPA) in physical mode of submission and e-signature/digital signature during the online system of submission.
- 4.4 Ministry of Coal is in process of development of on-line portal for submission and approval of mining plan. system of acceptance of Physical copy shall be continued till the development/operationalization of online portal for submission and approval of mining plan.
- 4.4.1 **Submission to Physical Copy Mining Plan to Ministry of Coal:**
- 4.4.1.1 The project proponent shall submit one soft copy and four hard copies of Mining Plan (draft)- one each to the concerned Administrative Section of the Ministry of Coal for the concerned block, Section of MoC/CCO dealing with approval of Mining plan, Coal Controller, CMPDIL/ Extended office of CCO & the dispatch receipt of the speed post (confirming that the draft Mining Plan has been sent).The contact details and correspondence address of the section dealing with the approval of Mining plan, administrative section for the mine, members of the committee etc. shall be updated time to time, on the website of the Ministry of Coal/Coal Controller Organisation.
- 4.4.1.2 The project proponent shall incorporate the observation (if any) and submit the mining plan (after incorporating the compliance to the observation) to section of MoC/CCO dealing with approval of Mining plan, concerned administrative section of the Ministry of Coal, Coal Controller and CMPDIL/ Extended office of CCO.
- 4.4.1.3 **Submission of Mining Plan (after incorporating compliance) to Ministry of Coal:** The project proponent shall submit 04 (Four) hard copies & 01 (one) soft copy of modified Mining Plan and the compliance to the observations along with copy of the dispatch receipt of the Speed Post (confirming that the modified Mining Plan has been sent to section of MoC/ CCO dealing with approval of Mining Plan, concerned administrative section of the Ministry of Coal, Coal Controller, and CMPDIL/ Extended office of CCO).
- 4.4.1.4 The procedure of submission at Para 4.3.1 will be replaced by process of submission at para 4.3.2 on development of portal for online submission and approval of Mining Plan.
- 4.4.2 **Online System of Submission of Mining Plan for Approval:**
- 4.4.2.1 Project proponent shall register online, using registered official mail ID.
- 4.4.2.2 For the purpose of preparation of Mining plan through a QP or MPPA, project proponent shall share a temporary login with QP/MPPA. This temporary login shall be valid till the preparation and approval of mining plan only.
- 4.4.2.3 The QP/MPPA shall upload the Mining plan through the temporary login and submit it to the project proponent; QP/MPPA once submits the mining plan to the project proponent, he shall not be able to modify.
- 4.4.2.4 The Project Proponent shall make payment of processing charges/fees online as specified from time to time by Ministry of Coal;
- 4.4.2.5 The Project Proponent shall after incorporating relevant company board approvals submit the mining plan to the Approving Authority; The mining plan submitted to approving authority shall become visible to Administrative Section for the respective block, section of MoC/CCO dealing

with approval of Mining plan, members of the Internal Committee, Coal Controller, CMPDIL/ Extended office of CCO, simultaneously. System of SMS alerts shall be available at all stages;

- 4.4.2.6 Observations of the Committee Members shall be uploaded online and the project proponent shall also submit Mining Plan, after incorporating compliance, online

5 Scrutiny & Processing of Mining Plan

- 5.1.1 The current system of getting the mining plan scrutinized through CMPDI, Ranchi shall continue. Ministry of Coal is in process of creating an extended office of Coal Controller Organization at Delhi which shall be delegated with the work of processing and scrutiny of mining Plan. A letter to this effect shall be issued separately.
- 5.1.2 CMPDIL/Extended office of CCO at Delhi shall scrutinize the mining plan and submit comments to section of MoC/CCO dealing with approval of Mining plan within Fifteen (15) days of receipt of the Mining Plan. Non-submission of comments within the stipulated time may be presumed as "no comment" from CMPDIL/Extended office of CCO; CMPDIL/ Extended office of CCO at Delhi, if consider necessary to make a physical verification of the site/site visit for scrutiny of the mining plan, may make such site visit/physical verification of the site, however, no relaxation in the time line as specified above may be given.
- 5.1.3 Administrative Section of the Ministry of Coal (dealing with the block) shall scrutinize the mining plan with respect to Vesting order/ allotment order and CMDPA signed with allottee at the time of allotment and submit observations to section of MoC/CCO dealing with approval of Mining plan (till the development of portal for Mining plan approval) within Fifteen (15) days of receipt of the Mining Plan. Non-submission of comments within the stipulated time may be presumed as "no comment" from the administrative section;
- 5.1.4 Members of the Internal Committee shall examine the mining plan from Technical and administrative angle based on the observations of the Administrative Section (dealing with the respective block) and CMPDIL/Extended office of CCO and the peer/expert review report submitted with the mining plan and submit observations to section of MoC/CCO dealing with approval of Mining plan (till the development of portal for Mining plan approval) within Fifteen (15) days of receipt of the Mining Plan. Non-submission of comments within the stipulated time may be presumed as "no comment" from the administrative section. Members of the internal committee, CMPDIL/Extended office of CCO may raise observation twice only. The observation raised shall be communicated directly to the project proponent for incorporating the same in the mining plan. The project proponent shall make presentation in the meeting of the internal committee for scrutiny.
- 5.1.5 Section of MoC/CCO dealing with approval of Mining plan shall communicate the observation (if any) to the project proponent for compliance till the development of online system for submission, processing, and approval of mining plan.
- 5.1.6 Subsequent, to development of online portal for submission, processing, and approval the observations of the internal committee members shall be uploaded directly on the portal, which will be visible to the project proponent. A timeline of 15 days shall be available for the internal committee members to upload the comments. Non-submission of comments within the stipulated time may be presumed as "no comment".

6 Timeline for submission of Compliance:

Once the observation of the Scrutiny of the mining plan is communicated either in hard copy, mail or online, the Project Proponent is required to submit the mining plan after incorporating the compliance to the observation within a period of 15 days of the communication, failing which the mining plan submitted for approval shall be rejected.

Provided that any such application may be entertained after the said period of 15 Days, if the applicant satisfies the approving authority that he had sufficient cause for non-submission of mining plan (after incorporating the compliance) in time. However, in any case this period may not be extended beyond 30 days from the date of receipt of communication of the observation.

7 Approving Authority:

- 7.1 On and from the date of publication of order and up to the expiry of period of nine months from the commencement of the Mineral Concession (Amendment) Rules, 2020, the powers to approve mining plan for all categories of coal and lignite mines and sand for stowing shall be exercisable by Project Adviser, Ministry of Coal.
- 7.2 On and from the expiry of period of nine months from the commencement of the Mineral Concession (Amendment) Rules, 2020, the power to approve mining plan for all categories of coal and lignite mines including sand for stowing shall be exercisable by the Coal Controller, CCO, Kolkata, a subordinate office of Government of India in the Ministry of Coal.
- 7.3 The person delegated to approval of Mining Plan under sub-section (1) of section 26 read with clause (b) of sub-section (2) of section 5 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) (hereinafter, the 'Act') may seek help of an Internal committee constituted for the purpose.
- 7.4 The approving authority shall dispose of the application for approval of the Mining Plans within a period of 30 days from the date of receiving of such application (The Mining Plan received on or before 30th of Current Month will be considered in the ensuing meeting). Provided that the aforesaid period of 30 days shall be applicable only if the Mining Plan is complete in all respect, and in case of any modifications subsequently suggested after the initial submission of the Mining Plan for approval, the said period shall be applicable from the date on which modified mining plan is re-submitted.

8 Internal Committee for Scrutiny of Mining Plan:

- 8.1 Members of the Internal Committee shall examine the mining plan from Technical and administrative angle based on the observations of the Administrative Section dealing with the respective block & CMPDIL/ Extended office of CCO.
- 8.2 The internal committee shall recommend the mining plan for "Approval" or "Rejection". In case of recommendation for Rejection, the committee shall record the reason for Rejection.
- 8.3 Till the opening of CCO office at Delhi, the internal committee shall consist of:
1. Director (Technical), MoC, Member Secretary
 2. Director/ Deputy Secretary, MoC of the section dealing with the allocation/allotment of the respective block, Member
 3. Coal Controller or his representative, Member
 4. Director level officer of CMPDIL, Member
 5. Director/Deputy Secretary, Nominated Authority, Member
- 8.4 After opening of CCO office at Delhi, the internal committee shall consist of:
1. Director level officer of CCO having relevant working experience., Member
 2. Director/ Deputy Secretary of the section dealing with the respective block, Member
 3. Head of Regional Coal Controller Office (having relevant working experience in mine planning), CCO Regional Office New Delhi, Member Secretary
 4. Any other technical person having working experience of not less than 15 (fifteen) years in mine planning, Member

9 Communication of Approval:

- 9.1 In case of allotted/auctioned mine, section dealing with approval of Mining Plan shall communicate the decision of the approving authority within a period of 5 (five) working days in form of a letter confirming "in-principle approval" of the Mining Plan to the project proponent

with a copy of the same to the Nominated Authority, Govt. of India. Final approval of the Mining Plan in such cases shall be communicated by the section dealing with approval of Mining Plan, only on receipt of applicable payments and its confirmation from the Nominated Authority, Govt. of India.

- 9.2 While for mines other than auctioned/allotted mines, section dealing with approval of Mining Plan shall communicate the decision of the approving authority within a period of 5 working days.

10 Revision:

- 10.1 Any person aggrieved by any order made or direction issued in respect of mining plan by an officer competent to approval mining plans shall within 30 days of the communication of such order or direction, apply to the Secretary (Coal), Ministry of Coal for a revision of such order or direction thereon.
- 10.2 On receipt of any application for revision the authority shall give the aggrieved person a reasonable opportunity of being heard and may within 30 days confirm, modify or set aside the order or direction and his decision thereon shall be final.

- 11 **This Guideline** supersedes the previous orders and are without any prejudice to any other relevant rules and regulations, such as those issued by the State Governments, Ministry of Environment, Forest and Climate Change, Ministry of Labour and Employment, etc.



(Hitlar Singh)

Under Secretary to the Government of India

To,

All the existing Coal and Lignite block allocates

Copy to: -

1. All Joint Secretaries, MoC.
2. Coal Controller, Coal Controller's Office, 1- Council House Street, Kolkata.
3. CMD, CIL, Newtown, Rajarhat, Kolkata-700156, W.B
4. CMD, NLCIL, Cuddlore, Distt. Neyveli- 607801 (Tamil Nadu).
5. CMD, Singareni Collieries Company Limited (SCCL), Kothagudem Collieries, Khammam Distt.(A.P).
6. Tech. Director (NIC) - with the request to place it to Website of the Ministry of Coal.



सत्यमेव जयते

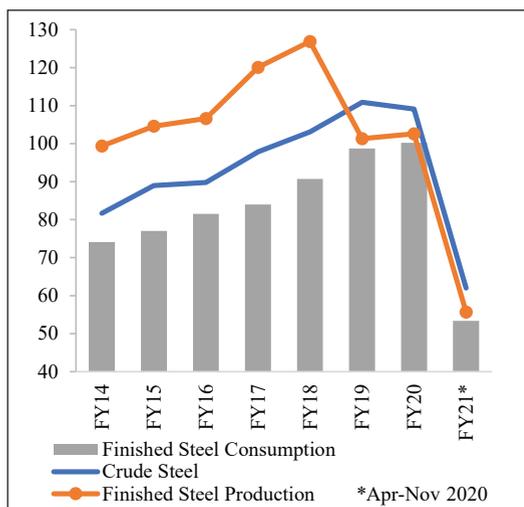
Economic Survey 2020-21

Volume 2

Government of India
Ministry of Finance
Department of Economic Affairs
Economic Division
North Block
New Delhi-110001
E-mail: cordecndn-dea@nic.in
January, 2021

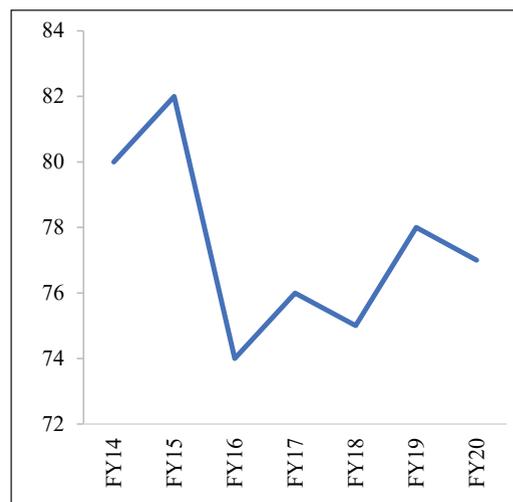
8.26 India is the second-largest producer of crude steel only after China. India is also the second-largest consumer of steel. However, its per capita total finished steel consumption was around 74.7 kg during FY20 as against the global average of 229 kg. Further, the capacity utilisation in crude steel plants continues to be low (Figure 20).

Figure 19: Production & Consumption of finished steel (Million Tonnes)



Source: Survey calculations based on Ministry of Steel's data.

Figure 20: Capacity Utilisation Steel Plants



Source: Survey calculations based on Ministry of Steel's data.

8.27 Recently, the GoI has taken various initiatives under the Atmanirbhar Abhiyan to enhance the domestic production of steel such as inclusion of 'Speciality Steel' incorporating four different product categories for incentives under the Production Linked Incentive (PLI) scheme; offering steel to MSMEs that are members of Engineering Export Promotion Council at export parity price under the Duty Draw Back scheme of DGFT; measures to provide preference to domestically produced iron and steel in government procurement, where aggregates estimate of iron and steel products exceeds ₹ 25 crores; protecting the industry from unfair trade through appropriate remedial measures including imposition of anti-dumping duty and countervailing duty on the products in which unfair trade practices were adopted by other countries.

Coal

8.28 Coal is the one of the most important and abundant fossil fuel in India. It accounts for 55 per cent of the country's energy needs. Coal is not only the primary source of energy in the country but is also used as an intermediary by many industries such as steel, sponge iron, cement, paper, brick-kilns, etc.

8.29 In the FY20, the production of raw coal in India was 729.1 million tonnes (MnT) with a minuscule growth of 0.05 per cent over the previous year (Figure 21a and 21b). In FY21 (April-October), all India coal production was 337.52 MnT, thus declining by 3.3 per cent YoY. The contraction in production is attributable to COVID-19. India is also an importer of coal

importing 248.54 MT of coal in FY20, a growth of 5.7 per cent over FY19. The energy supply in India is heavily coal-dependent. Nevertheless, the GoI has taken many measures to strike a balance between energy needs and environment friendliness (Box 3).

Figure 21a: Coal Production in India (MnT)

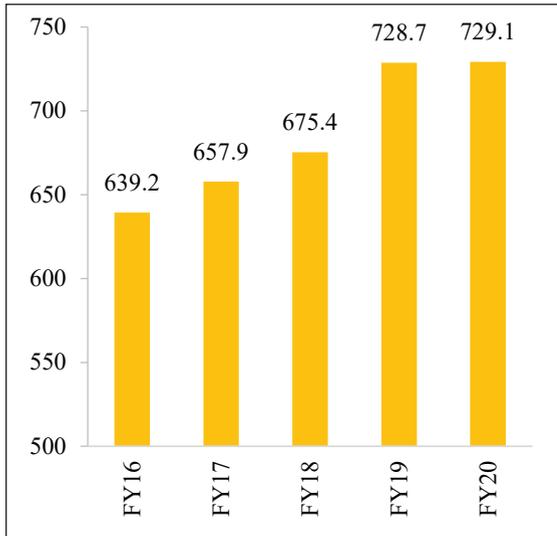
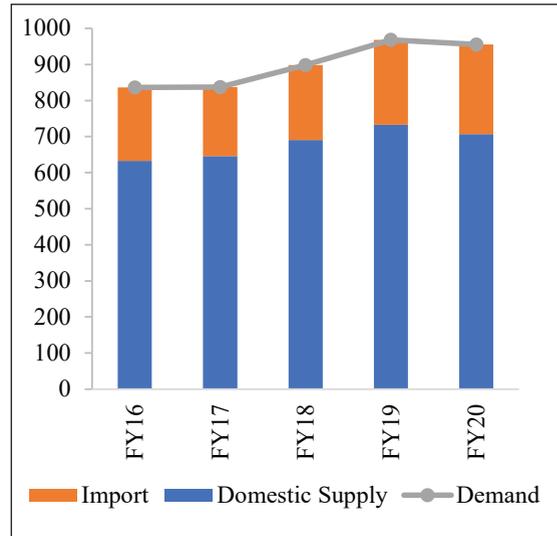


Figure 21b: Demand and Supply of Coal (MnT)



Source: Survey calculations based on Ministry of Coal's data.

Box 3: Measures Taken by GoI in the Coal Sector

A. Clean Coal

- Creating carbon sink: About 54500 ha land has been brought under green cover by planting 132 million trees - estimated carbon sink of 2.7 lakh tonnes of CO₂ equivalent/year. Plan to cover 20000 ha of additional area by plantation of around 50 million trees by 2030.
- Two Coal Bed Methane (CBM) Projects with considerable potential for carbon footprint reduction are in the pipeline
- Surface coal gasification projects (100 million tonnes (MT) coal by 2030) with relatively lesser carbon footprint.
- First mile connectivity projects: transportation of coal from pitheads to dispatch points.

B. Amendment in Act & Rules and other measures

- Several amendments were brought into the Coal Mines (Special Provisions) Act, 2015 through the Mineral Laws (Amendment) Act, 2020 enacted on 13.03.2020.
- A total of 11 coal blocks are allocated under Mines and Minerals (Regulation and Development) (MMDR) Act. Further, directions had been issued to Nominated Authority for allocation of 25 coal blocks by auction for sale of coal
- Of the auction of 38 coal mines for commercial mining in June-2020, 19 were successfully auctioned (a success rate of 50 per cent as compared to 30 per cent in the past).



Annexure P-30 355

एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

पी०बी०, सी०बी०, एवं बादम कोल माइनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

Ref No: NTPC/PBCMP/CD/2020/805

Date: 10.07.2020

To
SDPO
Barkagaon,
Hazaribag

Sub: Regarding road blockade by Barkagaon MLA along with supporters staging Dharna at Pakri Barwadih Coal Mine thereby causing stoppage of coal despatch and mining activities

Dear Sir,

This is to inform you that Barkagaon MLA, along with more than 100 nos. of supporters, have staged Dharna on the land allocated and owned by NTPC and blocked the road leading to mine at Sonbarsa Village which is an entry to mine and at Jugra Village "an exit point", since 03.07.2020. This is causing cessation of mining activities including despatch of Coal, which is evident through various paper cuttings attached in support.

Movement of vehicles including vehicles for supply of explosives, diesel & POL, have been forcibly stopped by demonstrating people at dharna, as a result coal despatch and mining operations have come to complete halt, causing stoppage of coal supplies to power plants and loss of revenue to state and central govt.

This type of gathering is unlawful and against spirit of guidelines of MHA, shall defeat the purpose for prevention COVID-19 spread. We apprehend the emergency services like Fire Tender, Ambulance and other safety services shall also adversely affected which may be serious safety concern. It has been informed by our MDO about threatening calls and letters received by them lately. It is apprehended that in prevailing sensitive circumstances anti social elements may reap undue advantages by putting safety and property at risk and thereby create law and order problem. It would be relevant to mention here that NTPC is a Central Government Enterprise and coal mining at Pakri Barwadih Project falls under Essential Services Maintenance Act (ESMA) 1981.

It is In view of the above facts we request your early action with appropriate steps as legally permissible for removing the blockade so that coal evacuation, mining and ancillary activities to mine may be resumed at the earliest.

Regards

Yours faithfully,

R. Ranjan
Rajeev Ranjan/10/7/20 20
AGM (Coal Despatch)
PBCMP

V C Dubey
V C Dubey
AGM (Mining)
PBCMP

Copy to: CO, Barkagaon
Thana Incharge, Dadikla Thana

Chepakalan Road Blockage Tent



Sikri (MDO Colony) Road Blockage Tent



Arahara Road Blockage Tent



Sonbarsa Road Blockage Tent





बाहरी बनें मालदार ऐसा नहीं होगा:अंबा

बड़कागांव | प्रतिनिधि

एनटीपीसी और त्रिवेणी सैनिक के खिलाफ मुआवजा, नौकरी, विस्थापन तथा प्रदूषण सहित 12 सूत्री मांग को लेकर ग्रामीणों द्वारा किए जा रहे विस्थापित प्रभावित अधिकार सत्याग्रह जारी है। मंगलवार को विधायक अंबा प्रसाद ने घरना स्थल पर पहुंचकर सत्याग्रह का समर्थन किया।

विधायक ने कहा कि स्थानीय बेरोजगार और बाहरी मालामाल ऐसा नहीं चलेगा। जब तक विस्थापितों, प्रभावितों को रोजगार, उनके हक और मांग के अनुरूप मुआवजा, भूमि अधिग्रहण अधिनियम 2013 को लागू नहीं किया जाता, जंगल जमीन का पट्टा नहीं दिया जाता, तब तक सत्याग्रह जारी रहेगा।

विस्थापितों एवं प्रभावितों को मुआवजे में न्याय, नौकरी और अन्य अधिकारों के समर्थन में विस्थापित प्रभावित अधिकार सत्याग्रह किया जा रहा है। जिसमें विस्थापितों और प्रभावितों की 12 सूत्री मांग शामिल है। विस्थापितों के हक और मांग के आधार पर मुआवजा तय करके भुगतान करने, भूमि अधिग्रहण अधिनियम 2013 का विस्थापितों और प्रभावितों के पक्ष में पालन करने, विस्थापित तथा प्रभावित



बड़कागांव में घरना में शामिल विधायक व ग्रामीण। • हिन्दुस्तान

मुख्य बातें

- ग्रामीणों द्वारा 12 सूत्री मांग रखी गई है
- अंबा ने घरना स्थल पर पहुंचकर सत्याग्रह का समर्थन किया

परिवारों के प्रत्येक 18 वर्ष के ऊपर के सदस्यों को एकल परिवार की मान्यता तथा प्रत्येक परिवार से कम से कम एक व्यक्ति को कंपनी में रोजगार देने, ग्रामसभा के माध्यम से जंगल जमीन

का पट्टा तथा रैवती का मान्यता देते हुए गैरमजदूरी जमीन का भी मुआवजा का भुगतान करने के अलावा कुल 12 मांगें शामिल हैं। सत्याग्रह पर बैठे लोगों का कहना है कि सभी मांगों पर सहमति हेतु स्थानीय विधायक सहित ग्रामीणों, जिला प्रशासन तथा कंपनी के साथ त्रिपक्षीय सफल वार्ता होने तक सभी तरह के कंपनी के खनन, प्रेषण, परिवहन तथा निर्माण कार्य नहीं होगा। उक्त आशय कि जानकारी विधायक के मीडिया प्रभारी ने प्रेस व्यान जारी कर दी है।

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हाईवा मालिकों ने उपायुक्त को आवेदन सौंप खनन चालू करने की मांग की

बड़कागांव :

बड़कागांव में एनटीपीसी कोल परियोजना के तहत त्रिवेणी सैनिक माइनिंग कंपनी के अंतर्गत संचालित हाईवा



मालिकों ने हजारीबाग उपायुक्त को लिखित आवेदन देकर बंद पड़े एनटीपीसी कोल खदान को चालू कराने की मांग की। हाईवा मालिकों का कहना है कि हम लोग यहां के स्थानीय रैयत हैं और हम लोगों की जमीन कंपनी में गई है और हम लोग कंपनी के द्वारा अपना जीविका चला रहे थे। लेकिन आंदोलन के कारण कंपनी के प्रवेश और निकास द्वार को बंद कर कार्य अवरुद्ध हो गया है। कोयला ट्रांसपोर्टिंग पूर्ण रूप से बंद हो गया है। जिससे हम स्थानीय

हाईवा मालिक के साथ चालक भी बेरोजगार हो गए हैं। उपायुक्त को लिखित आवेदन देकर मामले से अवगत कराते हुए खनन व ट्रांसपोर्टिंग का कार्य 2 दिन के अंदर चालू करवाने की मांग की। हाईवा वाहन मालिक चंदन ने कहा कि ट्रांसपोर्टिंग कार्य बंद होने के कारण हम लोगों की काफी परेशानी बढ़ गई है लगभग ढाई हजार परिवार पूर्ण रूप से प्रभावित हो गया है। कंपनी रैरतों से उनसे बात कर समस्या सुलझायें।



हजारीबाग 09-07-2020

3 जुलाई से रैयतों का जारी आंदोलन के कारण एनटीपीसी कोल माइंस अनिश्चितकालीन बंद परियोजना से बड़ी मशीनें व वाहनों को सुरक्षित स्थान पर ले गई कंपनी

भास्कर न्यूज | बड़कागांव

देश के नवरत्न कंपनी एनटीपीसी का बड़कागांव में संचालित कोल माइंस अनिश्चित काल के लिए बंद हो गया है। 3 जुलाई से जारी ग्रामीणों के आंदोलन को देखते हुए फकरी बरवाडीह कोयला खदान से खनन और कोल ट्रांसपोर्टिंग बंद कर दिया गया है। काम सात जुलाई की रात 10:00 बजे से बंद कर दिया गया। जिसके कारण त्रिवेणी सैनिक माइनिंग प्राइवेट लिमिटेड के वर्कर्स में मायूसी देखी जा रही है। कंपनी अपनी सभी बड़ी मशीनें व वाहनों को सुरक्षित स्थान पर ले गई है। मालूम हो कि परियोजना में 33 सौ कर्मी काम करते हैं। कोयला खदान बंद होने के कारण एनटीपीसी की आउटसोर्सिंग त्रिवेणी सैनिक माइनिंग प्राइवेट लिमिटेड में कार्यरत कर्मियों ने दर्द साझा किया।



खदान बंद होने के बाद खड़े कोयला वाहन।

सिंदवारी निवासी रोहित कुशवाहा ने कहा कि मैं यहां का स्थानीय निवासी हूं। मेरी जमीन कंपनी में गई है। कंपनी का वर्कर हूं। अगर कंपनी पूर्ण रूप से बंद हो गई तो हम लोग कहां जाएंगे। डाडी निवासी इशितयाक अंसारी का कहना है मैं बाहर में काम करता था लेकिन जब से मेरे गांव में कंपनी आई तब से मैं बाहर जाना छोड़ कर कंपनी में काम कर रहा हूं। उप्रैली डाडी के

रहने वाले उपेंद्र कुमार का कहना है कि मैं कंपनी में काम करके घर का भरण पोषण कर रहा था। विनोद गंड्रु ने भी कुछ ऐसा ही कहा। सोनबरसा निवासी मुरलीधर ने भी विचार प्रकट किया। मामले को लेकर एनटीपीसी के कार्यकारी निदेशक प्रशांत कश्यप से बात करने का प्रयास किया गया लेकिन उनका मोबाइल पर बात नहीं हो पाई।

कंपनी ने कहा, नो वर्क नो पेमेंट, कामगार हताश

आजाद सिपाही संवाददाता

बड़कागांव। बड़कागांव के एनटीपीसी के त्रिवेणी सैनिक लिमिटेड द्वारा संचालित पंकरी बरवाडीह कोल माइंस के अंतर्गत चिरुडीह-बरवाडीह कोयला खदान के बंद होने से अरबों रुपये का नुकसान हो गया। वहीं कोयला खदान में लगे मजदूर बेरोजगार हो गये हो। त्रिवेणी सैनिक के कामगारों ने कहा कि अब कंपनी हमें नो वर्क, नो पेमेंट कहकर वापस कर दिया। अब हम कहां जायेंगे इस संबंध में त्रिवेणी के कामगार इशतयाक अंसारी कहा कि त्रिवेणी सैनिक रोजगार मिलने से संतुष्ट हूं। कंपनी को हटने से हम सब रोज बेरोजगार हो जायेंगे सोनबरसा निवासी मुरली कुमार राय ने कहा कि मैं त्रिवेणी सैनिक में कार्यरत हूं काम बंद हो जाने से हम लोग परेशानी बढ़ जायेगी इसलिए काम कोई ना रो के काम को चलने दे मुझे उम्मीद है कि सब को रोजगार मिल जायेगा सिंदूवारी निवासी रोहित कुमार



कुशवाहा कहां की कोयला खदान बंद हो जाने से हम बेरोजगार हो जायेंगे। अगर हमें काम नहीं मिलेगा तो विधायक आवास में धरना देंगे। ऊपरडाड़ी निवासी उपेंद्र कुमार महतो ने कहा कि काम बंद हो जाने से हम बेरोजगार हो जायेंगे चिरुडीह कोयला खदान में हमारा जमीन एक एकड़ गया है। अगर कोयला खदान बंद हो जायेगा तो हमारे साथ काफी आर्थिक संकट होगी। वहीं चिरु बरवाडीह निवासी विनोद गंजू ने कहा कि हमारा सारा जमीन कंपनी में चला गया है और हम कंपनी में गार्ड का नौकरी भी कर रहे हैं लेकिन स्थानीय विधायक अंबा प्रसाद के द्वारा आकर सारे गाड़ी को जहां-तहां रोककर माइंस को



बंद कराने का कार्य किया जा रहा है। अगर कंपनी बंद हो जाता है तो हम और हमारा परिवार का जीवन यापन कैसे होगा। हम अपने परिवार के साथ विधायक के घर पर ही चले जायेंगे। त्रिवेणी सैनिक लिमिटेड द्वारा संचालित कोयला खदान के कामगार कोमल राम,

बालेश्वर महतो, शूकर गंजू, बसंत साव, नागेश्वर महतो, विनोद गंजू, राजेश प्रसाद, रमेश कुमार, रामवृक्ष राय, बसंत ठाकुर, राजू महतो, टिकेश्वर कुमार गंजू, हुलास गंजू, ईश्वर साव, अनूप कुमार दास सहित अन्य ने काम चालू रखने का आग्रह किया।

एनटीपीसी का खनन बंद कंपनी ने दिया धमकी, काम नहीं तो मजदूर को पैसा नहीं

संवाददाता

बड़कागांव: बड़कागांव के एनटीपीसी के त्रिवेणी सैनिक लिमिटेड द्वारा संचालित पंकरी बरवाडीह कोल माइन्स के अंतर्गत चिरुडीह- बरवाडीह कोयला खदान के बंद होने से अरबों रुपये का नुकसान हो गया। वहीं कोयला खदान में लगे मजदूर बेरोजगार हो जाने की बात कहीं है। त्रिवेणी सैनिक के कामगारों ने कहा कि अब कंपनी हमें नो वर्क नो पेमेंट कहकर वापस कर रही है हम कहां जाएंगे? इस संबंध में त्रिवेणी के कामगार इशितयाक अंसारी ने कहा कि त्रिवेणी सैनिक से रोजगार मिलने से संतुष्ट हूँ। कंपनी को हटने से हम सब रोज बेरोजगार हो जाएंगे। सोनबरसा निवासी मुरली कुमार राय ने कहा कि मैं त्रिवेणी सैनिक में कार्यरत हूँ काम बंद हो जाने से हम लोगों की



परेशानी बढ़ जाएगी। इसलिए काम ना रो क के काम को चलने दे। मुझे उम्मीद है कि सब को रोजगार मिल जाएगा। सिंदुवारी निवासी रोहित कुमार कुशवाहा ने कहा कि कोयला खदान बंद हो जाने से हम बेरोजगार हो जाएंगे। अगर हमें काम नहीं मिलेगा तो विधायक आवास में धरना देंगे। ऊपरडाड़ी निवासी उपेंद्र कुमार महतो ने कहा कि काम बंद हो जाने से हम बेरोजगार हो जाएंगे। चिरुडीह कोयला खदान में हमारा जमीन एक एकड़ गया है। अगर कोयला

खदान बंद हो जाएगा तो हमारे साथ काफी आर्थिक संकट होगी। वहीं चिरु बरवाडीह निवासी विनोद गंजू ने कहा कि हमारा सारा जमीन कंपनी में चला गया है और हम कंपनी में गार्ड का नौकरी भी कर रहे हैं लेकिन स्थानीय विधायक अंबा प्रसाद के द्वारा आकर सारे गाड़ी को जहां-तहां रोककर माइन्स को बंद कराने का कार्य किया जा रहा है। अगर कंपनी बंद हो जाता है तो हम और हमारा परिवार का जीवन यापन कैसे होगा। हम अपने परिवार के साथ विधायक के घर पर ही चले जाएंगे। मौके पर त्रिवेणी सैनिक लिमिटेड द्वारा संचालित कोयला खदान के कामगार कोमल राम, बालेश्वर महतो, शूकर गंजू, बसंत साव, नागेश्वर महतो, विनोद गंजू, राजेश प्रसाद, रमेश कुमार, रामवृक्ष राय आदि थे।



विधायक खुद को होम 365 कैरोटिन करें : पूनम साहू



संवाददाता

बड़कागांव : भाजपा नेत्री पूनम साहू ने प्रेस विज्ञप्ति जारी कर कहा है कि जहां एक और आज हमारे पूरा देश कोरोना जैसे महामारी से लड़ रहा है और हमारे हजारीबाग जिला के अंतर्गत बड़कागांव प्रखंड मुख्य चौक में भी कोरोना पॉजिटिव पाया गया है। जिससे बड़का गांव के लोग भयभीत नजर आ रहे हैं और वर्तमान में सत्ताधारी मंत्री मिथिलेश ठाकुर एवं मथुरा महतो जांच के पश्चात कोरोना पॉजिटिव पाए गए हैं। इसकी खबर मिलते ही हमारे राज्य के मुख्यमंत्री हेमंत

सोरेन जी ने खुद को होम कोरोटिन किए हैं। ठीक उसी तरह बड़कागांव विधायक अंबा प्रसाद रोजाना रांची से बड़कागांव आना जाना कर रही थी जन समस्या को लेकर वह भी हेमंत सोरेन के संपर्क में आई है, इसलिए अंबा प्रसाद के द्वारा धरना प्रदर्शन किया जा रहा है जिसमें सैकड़ों की संख्या में वह भीड़ लगाकर आंदोलन कर रही है इसका साफ मतलब है कि वह सोशल डिस्टेंस का खुल्ला उल्लंघन कर रही हैं। जिसे फिलहाल अभी वह स्थगित करके खुद को होम करंट टाइन करें।



A Maharatna Company

एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

पी0बी0, सी0बी0, एवं बादम कोल माईनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

Date : 18.07.2020

Ref. No.:1040/PBCMP/Mining/2020/ 244

To,
Deputy Commissioner,
Hazaribagh, Jharkhand

SUB: Request of intervention for evacuation of stocked coal (approx. 2.5 lakh MT) and resumption of mining operations at Pakri-barwadih Coal Mining Project(PBCMP).

Respected Sir,

Subsequent to meeting held on 15.07.2020 under chairmanship of Secretary (Mines and Geology), Government of Jharkhand in presence of MLA, Barkagaon and yourself, mining operations resumed by Night of 15.07.2020 after getting positive signals from our representative who was also present in the meeting. The mine was operating with limited manpower at 30% capacity only as MDO workers were prevented to reach mine by agitating villagers at Sikri colony.

At about 2.00AM today (18.07.2020), about 50 villagers barged into mine and stopped night shift mine operations. Again, in the morning shift of 18.07.2020, our attempt to carry out basic operations such as blasting and pumping was foiled by approximately 200 villagers.

We would like to bring to your kind notice that coal evacuation has been partially stopped by villagers under leadership of MLA, Barkagaon since 03.07.2020 and completely stopped since 07.07.2020. Delay in coal evacuation may cause spontaneous combustion and subsequent active fire in coal which may lead to undesirable consequences and pose serious safety threat to men and property. Nearly 2.5 Lakh tons of coal is stacked at mine end.

We request your kind intervention for evacuation of this 2.5 Lakh MT coal from mine so that a potential fire hazard can be avoided. Here, it is pertinent to mention that only way to prevent coal fire is by not storing coal for longer durations. Once fire in coal starts, it will not be possible to quench because of high quality of coal.

Thanking you with kind regards.

Yours truly,

(V C Dubey)

Mine Agent/ Addl. GM(Mining),
Pakri-Barwadih Coal Mining Project

20/7/20



A Maharatna Company

सी. के. मण्डल

निदेशक (वाणिज्यिक)

C. K. MONDOL

Director (Commercial)

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited

(A Government of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Ref. D(COMML)/CM/08/2020/PB

Date: 21.08.2020

To

Shri Vivek Devangan, IAS
Joint Secretary (Thermal)
Ministry of Power, Government of India
Shram Shakti Bhawan
Rafi Marg
New Delhi – 110001

Subject : Agitation in Pakri-Barwadih mine of NTPC - Land rate & other issues

Dear Sir,

As you are aware that, Pakri-Barwadih mine, located in Hazaribagh district of Jharkhand, was allocated to NTPC in 2004. NTPC started coal production from this mine from Dec'16 and so far about 22.5 Million Metric Tonne of coal have been produced. In recent times, NTPC has been facing a lot of resistance from the villagers led by Hon'ble MLA, demanding higher rates of compensation with the applicability of RFCTLARR Act 2013 though NTPC is acquiring land under CBA Act, and other unjustified demands. In fact, recently from 06th - 22nd July, 2020, coal production and transportation from this mine were completely stopped by these agitating villagers.

To resolve the impasse, Revenue Secretary, Jharkhand, constituted a Committee on July 22, 2020 comprising of Commissioner, North Chhota Nagpur; Hon'ble MLA, Barkagaon; DC, Hazaribagh and ED(Pakri-Barwadih), with the mandate to put up a report in a month's time regarding applicability of the RFCTLARR Act 2013 in respect of the land acquired in Pakri-Barwadih under CBA (A&D) Act 1957 and LA Act 1894.

In the third meeting of the Committee, held on 18.08.2020, Hon'ble MLA submitted a representation vide letter dated 17.08.2020 (*Annex-1*) along with a legal opinion obtained by her alleging NTPC for not following the provisions of the CBA Act for land acquisition. Chairperson of the Committee did not accept the steps, followed by NTPC and State Government of Jharkhand, eg. *land compensation of Rs. 10 lacs/acre finalized in the year 2009 as per the agreements reached by NTPC with the land owners in the public meeting held in presence of DC, Hazaribagh in 2009 and as per the MOM; the Sankalp and Rajyadesh issued by Government of Jharkhand in 2013 revising the land compensation to Rs.15 lacs/acre on demand of the villagers; the outcome of the meeting of district & state officials of Jharkhand with CMD NTPC in 2015, leading to further revision of the land compensation to 20 lacs/ acre; etc.*

The Commissioner further pointed out that the Competent Authority for determination of land compensation, under Sec 13(5) of the CBA Act was not notified for NTPC in Sec 3 notification, hence all the rates so decided are null and void.

Keeping in view of the criticality of the matter, I personally met with Commissioner, North Chhota Nagpur on 20.08.2020 and requested him to re-consider the matter in light of the clarifications issued by MOC vide it's letters dated 20.08.2020 (Copy enclosed), wherein it is clarified that in Section-3 notification, no Competent Authority is separately authorized for Section 13(5) of the CBA(A&D) Act, 1957 & the Competent Authority declared for Section 14(1) of the CBA (A&D) Act, 1957 is authorized to determine the compensation. It was also clarified in MOC's letter that the format & standard activities for appointment of Competent Authority under Section 3 notification for land acquisition under CBA Act has also been followed in case of the said notification for NTPC.

As observed from the draft report of the meeting held on 18.08.2020 received from the office of Commissioner, North Chhota Nagpur, and as discussed in my yesterday's meeting with the Commissioner, there seems to be no acceptance at their end on the steps already followed by NTPC for determination of land compensation, R&R benefits and the land acquisition processes followed in Pakri-Barwadih. Hence, NTPC is preparing a dissent note for submission. Agreeing to the unrealistic and illogical demands of MLA, Barkagaon, will certainly have serious impact not only in Pakri-Barwadih mine but also in the adjacent coal mines of NTPC like Chatti-Bariatu, Kerandari and Badam, which are also located under the same Barkagaon constituency.

It is pertinent to mention here that, presently coal from Pakri-Barwadih mine is being supplied to about 18 nos. of power stations of NTPC and any disruption in mining activities may affect the power generation from these stations.

This is for your kind information and with a request to kindly take up the matter with Government of Jharkhand. A brief chronology of events in this regard is placed at *Annex-A*.

Thanking you.

Yours faithfully,



(C K Mondol)

Director (Commercial) &
Nominated Owner of Coal Mines

Pakri-Barwadih mine, located in Hazaribagh District of Jharkhand, was allocated to NTPC in 2004, under Coal mines Nationalization Act (1973). NTPC started the Coal production from its Pakri-Barwadih mine from Dec'16 and so far about 22.5 MMT of coal have been produced.

Land acquisition details:

- Coal Bearing Area is being acquired under CBA (A&D) Act 1957.
 - Total required land 7089 Acres (Open Cast): About 540 acres of Govt. land & 2477 acres of forest land have been transferred to NTPC. Out of total pvt. land of 4071 acres, compensation paid for 1302 acres as on 31.07.2020.
- Land for infrastructure, R&R colony, NTPC township, etc. are being acquired under the LA Act 1894 by the District Administration.
 - Total required land 973 acres: About 128 acres of Govt. land & 75 acres of forest land have been transferred to NTPC. Out of total pvt. land of 770 acres, compensation paid for 586 acres as on 31.07.2020.

Chronology of events regarding issue of land rates of Pakri-Barwadih is given hereunder:

A. Land Acquisition and Start of Mining Activities:

Sr. no.	Description of Event	Date
1.	Pakri-Barwadih mine was allocated to NTPC	11.10.2004
2.	Sec 3 notification under CBA Act - Declaring Competent Authority	04.09.2006
3.	Section 4 notification under CBA Act - Intention to prospect for Coal (Ph. I to IV: 23.11.2005; Ph. V: 26.08.2011)	23.11.2005
4.	Section 7 notification under CBA Act - Notice of Intention to Acquire (Ph. I to IV: 30.09.2007; Ph. V: 12.06.2012)	30.09.2007
5.	Section 9 notification under CBA Act - Declaration of Acquisition (Ph. I : 19.05.2008; Ph. II: 28.11.2008; Ph. III: 15.06.2009 Ph. IV: 08.09.2010; Ph. V: 24.03.2014)	19.05.2008
6.	Section 11 notification under CBA Act - Vested in NTPC by Central Govt (Ph. I : 15.06.2009; Ph. II: 15.06.2009; Ph. III: 26.11.2009 Ph. IV: 22.03.2011; Ph. V: 07.05.2015)	15.06.2009
7.	Land Rate finalized @ Rs 10 lakhs / acre by DC Hazaribag in the public meeting at Chepakhurd, Barkagoan Block, Hazaribag, attended by more than 600 project-affected persons. Provision of Annuity was also declared. Approved by NTPC Board in the 340th Meeting held on 11.09.2009	23.08.2009
8.	On villagers' demand, land rate enhanced to. Rs 15 lakhs / acre [Inclusive of Award amount of land (Value of land + Solatium + Statutory Interest) + Cash Value of 300 days Minimum assured wages for a year + Cash value of 600 days minimum wages as subsistence allowance in lieu of employment, + cash value of 1/10th of the land] by Govt. of Jharkhand by issuance of Sankalp vide Notification No 116 dated 27.02.2013. Other benefits like Annuity in lieu of employment, provisions of PAFs houses & R&R Colony provisions, Shifting allowance, etc in line with the Jharkhand R&R Policy 2008 detailed in the Sankalp which are superior to the Jharkhand R&R policy. Approved by NTPC Board in the 393rd Meeting held on 22.03.2013.	27.02.2013
9.	Subsequent to the meeting on 21.02.2015 between NTPC & State Administration w.r.t. issues related to land rate enhancement and other encroachment issues, the follow-up meeting at District level on 21.03.2015, it was mutually agreed to raise the land compensation to Rs 20 lakhs / Acre considering the demand of the villagers. Approved by NTPC Board in the 418th Meeting held on 25.03.2015	21.03.2015
10.	Start of mining operations	17.05.2016
11.	Commencement of coal extraction	07.12.2016

B. Agitation by villagers for Land rate enhancement:**370**

Sr. no.	Description of Event	Date
1.	The mining operations at Pakri Barwadih had come to a halt on account of an agitation led by the Honourable MLA from 06.07.2020 for 22.07.2020 (17 days).	06.07.2020
2.	Meeting held with Secretary Mines along with Hon'ble MLA. On the assurance of NTPC that NTPC shall comply to the directives issued by the Stat Govt, the Hon'ble MLA agreed to allow Mining Operation and transportation, but the same was not honored.	15.07.2020
3.	Meeting held with Revenue Secretary along with Hon'ble MLA. In the meeting it was agreed that a committee shall be formed to look into the issues of Land Acquisition (CBA Act 1957 & LA Act 1894) and R&R and applicability of the RFCTLARR Act 2013. It was agreed by the Hon'ble MLA that impasse would be resolved on formation of the committee.	21.07.2020
4.	Vide notification No 293 dated 22.07.2020 a committee was formed with the Divisional Commissioner, North Chhota Nagpur Region as the Chairperson with members as <ul style="list-style-type: none"> ▪ Hon'ble MLA, ▪ Deputy Commissioner, Hazaribag and ▪ Executive Director (PB/CB & Badam)- <p>The mandate of the committee is as follows: Land Compensation, employment and R&R package given by NTPC for land being acquired through CBA Act 1957 and LA Act 1894 is to be compared, taking into account the Applicable laws, rules and regulations, with the provisions of RFCTLARR Act 2013 sch-I,II,III and to submit its report within a month.</p>	22.07.2020.
5.	The 1st meeting of committee held on - some discussions were held but primarily all the committee members accompanied the Chairman to two of the "Dharna sthals" for postponing the ongoing agitation due to pressure on the Committee Chairman by the Hon'ble MLA.	24.07.2020
6.	NTPC put up a detailed representation to the office of the Chairman of the Committee submitting all desired documents & clarifications	04.08.2020
7.	The 2nd meeting of committee held on 08.08.2020. A public hearing was arranged at Barkagoan Block Office. The issues raised by the gathering largely pertained to Forest Land, GM Land, Gram Sabha's and of FIRs filed by the State in the past and demands beyond the benefits laid down in Sankalp, which were beyond the remit of the committee and in which NTPC Limited has no role what so ever and no discussion as such was held among committee members.	08.08.2020
8.	Representation received from the Hon'ble MLA on 16.08.2020 raising 21 points therein, the reply to which is under preparation.	16.08.2020
9.	In the third meeting of the Committee, held on 18.08.2020, Hon'ble MLA submitted a representation vide letter dated 17.08.2020 along with a legal opinion obtained by her alleging NTPC for not following the provisions of the CBA Act for land acquisition. Chairperson of the Committee did not accept the steps, followed by NTPC and previous State Governments of Jharkhand. The Commissioner further pointed out that the Competent Authority for determination of land compensation, under Sec 13(5) of the CBA Act was not notified for NTPC in Sec 3 notification, hence all the rates so decided are null and void. NTPC stand is that the MOM of 2009, Sankalp of 2013 and MOM of 2015 for compensation of 10 lakhs / 15 lakhs / 20 lakhs respectively and subsequent payments thereof, established that the requirement of determination of the compensation have been fulfilled, but the Commissioner maintained that these cannot establish that compensation has been determined under Sec 13(5) of the CBA Act.	18.08.2020
10.	As there seems to be no acceptance by the Committee on the steps already followed by NTPC for determination of land compensation, R&R benefits and the land acquisition processes, hence, NTPC is preparing a dissent note for submission. Dir(Comml) NTPC met with Divisional Commissioner, North Chhota Nagpur Region & Chairperson of the Committee and requested to consider NTPC's representation	20.08.2020

C. Clarifications from Ministry of Coal:

Sr. no.	Description of Event	Date
1.	NTPC vide it's letter dated 12.08.2020 sought clarification from Ministry of Coal regarding applicability of MOC letter, dated 28.06.2019 addressed to Coal India Ltd., for all Government companies acquiring land under CBA Act. In this letter, cut-off date of 01.09.2015 was stipulated for applicability of RFCTLARR, 2013 for payment of compensation ie. Cases, where compensation was decided before 01.09.2015, shall not be re-opened.	12.08.2020
2.	NTPC vide it's letter dated 19.08.2020 sought clarification from MOC regarding applicability of Competent Authority for determination of land compensation under Section 3 of CBA Act.	19.08.2020
3.	MOC vide it's letter dated 20.08.2020 clarified that, the provisions /contents of the MOC's letter dated 28.06.2019 issued to Coal India Limited is also applicable to all Government Companies, acquiring land under CBA Act, 1957.	20.08.2020
4.	MOC vide it's letters dated 20.08.2020 clarified that in Section-3 notification, no Competent Authority is separately authorized for Section 13(5) of the CBA(A&D) Act, 1957 & the Competent Authority declared for Section 14(1) of the CBA (A&D) Act, 1957 is authorized to determine the compensation.	20.08.2020

It was also clarified in MOC's letter that the format & standard activities for appointment of Competent Authority under Section 3 notification for land acquisition under CBA Act has also been followed in case of the said notification for NTPC

No. 55011/1/2019-LA&IR
Government of India
Ministry of Coal

New Delhi, dated 20th August, 2020

To,

Shri Partha Mazumder,
ED (Coal Mining),
NTPC, Engineering Office Complex,
Sector -24, Noida - 201301.

Subject:- Clarification regarding Ministry of Coal letter No. 55011/1/2019-LA&IR dated 28.6.2019 regarding applicability of the First, Second and Third Schedules of the RFCTLARR Act, 2013 in case of land acquisition under Coal Bearing Areas (Acquisition & Development) Act, 1957.

Sir,

I am directed to refer to your letter No. Nil dated 12.8.2020 on the above mentioned subject. NTPC has sought clarification on Ministry of Coal's letter dated 28.6.2019 and requested to clarify whether the aforesaid letter of Ministry of Coal is applicable only for CIL and its subsidiaries or it is also applicable for NTPC on the land acquired under CBA (A&D) Act, 1957 for coal mining.

2. It is clarified that the provisions /contents of the above letter No. 55011/1/2019-LA&IR dated 28.6.2019 of Ministry of Coal to Coal India Limited is also applicable to all Government Companies, acquiring land under CBA Act, 1957.

3. This issues with the approval of competent authority.

Yours faithfully,



(Mukesh)

Under Secretary to the Government of India

Tel:24616989

E-mail: priw.moc@nic.in

No. 55011/1/2019-LA&IR
Government of India
Ministry of Coal

New Delhi, dated 20th August, 2020

To,

Shri Partha Mazumder,
ED (Coal Mining),
NTPC, Engineering Office Complex,
Sector -24, Noida - 201301.

Subject:- Clarification regarding the issues raised in the meeting of the committee held on 18.8.2020,, consitituted by the Secretaray, Revenue, Government of Jharkhand, to examine applicability under RFCTLARR, 2013, for land being acquired by NTPC under CBA (A&D) Act, 1957.

Sir,

I am directed to refer to your letter No. Nil dated 19.8.2020 on the above mentioned subject and to say that there is a format and standard activities for appointment of Competent Authority under Section -3 notification for land acquisition under CBA (A&D) Act, 1957 pertaining to the Government coal block allocates, issued by Ministry of Coal, Government of India. The same has also been followed in case of the Section-3 notification issued for the coal blocks of NTPC Limited.

2. In Section-3 notification, no Competent Authority is separately authorized for Section 13(5) of the CBA(A&D) Act, 1957. The Competent Authority declared for Section 14(1) of the CBA (A&D) Act, 1957 is authorized to determine the compensation.
3. This issues with the approval of competent authority.

Yours faithfully,



(Mukesh)

Under Secretary to the Government of India
Tel:24616989
E-mail: priw.moc@nic.in



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एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

पी0बी0, सी0बी0, एवं बादम कोल माईनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

Date : 03.09.2020

Ref. No.:1040/PBCMP/Mining/2020/298

To
SDPO
Barkagaon,
Hazaribag**Sub: Road blockade by villagers staging Dharna at Pakri Barwadih Coal Mine thereby causing stoppage of coal despatch and mining activities**

Dear Sir,

This is to inform you that more than 200 persons from nearby villages have staged Dharna at many places on the land allocated and owned by NTPC and have blocked the road leading to mine near sub-station (Barwadih village), batching plant (Arahara village), MDO township (Sikri village), Dispatch road (Chepakalan village) since 02.09.2020. This is causing cessation of mining activities including despatch of Coal. Chronology of events along-with photographs is attached herewith.

Movement of vehicles including vehicles for supply of explosives, diesel & POL, have been forcibly stopped by demonstrating persons, as a result ancillary activities of coal despatch and mining operations have also come to complete halt. More than 05 lakh MT of coal is lying at mine and there is risk of fire in coal if coal is not dispatched timely. We apprehend the emergency services like Fire Tender, Ambulance and other safety services shall also be adversely affected which may be serious safety concern.

It is apprehended that in prevailing sensitive circumstances anti social elements may reap undue advantages by putting safety and property at risk and thereby create law and order problem. It would be relevant to mention here that NTPC is a Central Government Enterprise and coal mining at Pakri-Barwadih Project falls under Essential Services Maintenance Act (ESMA) 1981.

In view of the above facts, we request your early action with appropriate steps for removing the blockade so that coal evacuation, mining and ancillary activities to mine may be resumed at the earliest.

Regards

Yours faithfully,

Rajeev Ranjan
03/09/2020

AGM (Coal Despatch), PBCMP

V C Dubey
03.09.20

AGM (Mining), PBCMP

Copy to: CO, Barkagaon
Thana Incharge, Dadikla Thana

EVENTS-CHRONOLOGICAL ORDER

SI No	Date	Time	Event
1	01.09.2020	06:00	Transport Road, near Chepakalan village, Blocked.
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3	01.09.2020	19:00	3 numbers of dispatch trucks were not allowed to enter in the mine.
4	02.09.2020	5.45	MDO colony road blocked. Stopped employees to join duty in Morning shift from MDO colony. Only 50% manpower turn up.
5	02.09.2020	06:00	All routes leading to mine blocked.
6	02.09.2020	06:30	Explosive vehicles(BDS and Vans) stopped near NTPC Sub-station , Barwadih
7	02.09.2020	07:30	Two BPCL diesel tankers stopped near sub-station.
8	02.09.2020	12:25	Unathorised entry of villagers on Dump and Dumping at 15m level stopped(Unsafe act)
9	02.09.2020	12:50	Dumping stopped at 60 m level (Unsafe act)
10	02.09.2020	13:24	Dumping operation completely stopped
11	02.09.2020	14:00	Mining operation completely stopped due to non-arrival of manpower, limited availability of diesel and non availability of explosives
12	02.09.2020	14:55	Dispatch trucks not allowed to enter and now standing at sub-station
13	02.09.2020	18:00	Attempt of M/s TSMPL for entry of diesel browser and 06 trucks for coal dispatch belonging to M/s Sageeta sales was foiled by agitating villagers near Sub-station, Barwadih
14	02.09.2020	21:00	<i>Chamgarha</i> route also blocked. No manpower was allowed to enter in the mine from any route. Mine operation standstill.
15	03.09.2020	05:30	No manpower was allowed to enter in the mine from any route by villagers. Mine operation standstill.

R. Singh
03/09/2020

V. Kumar
03.09.20



A Maharatna Company

एन टी पी सी लिमिटेड 376

(भारत सरकार का उद्यम)

पी०बी०, सी०बी०, एवं बादम कोल माइनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

Date : 07.09.2020

Ref. No.:1040/PBCMP/Mining/2020/303

To
Officer In-charge,
Barkagaon Police Station,
Barkagaon, Hazaribag

Sub: Request to lodge FIR for Road blockade by villagers staging Dharna at Pakri Barwadih Coal Mine thereby causing stoppage of Coal Despatch and Mining Activities

Dear Sir,

NTPC Limited is public sector enterprise under Ministry of Power, Government of India. M/s Thriveni-sainik Mining Private Limited is the MDO and carrying out mining operation since May, 2016 at Pakri-barwadi Coal Project, Barkagaon, Hazaribagh.

More than 200 persons (name not known) from nearby villages have staged Dharna at many places on the land allocated and owned by NTPC and have blocked the road leading to mine. Our MDO has informed the following:

1. The agitation is spreading to more places and tents are being erected in various villages and are infringing on their right to work.
2. All essential supplies such as diesel and explosives are not allowed entry and even food supplies are getting affected.
3. Their staff and workers are not allowed to come out of the MDO colony and further miscreants threatened their staff and subcontractors in fixed infra area as well and were asked to vacate the area.
4. Certain villages are actively creating chaos in various locations and its enclosed as annexure A.

Apart from the above the villagers have also blocked the dispatch roads due to which movement of Despatch trucks have stopped. More than 05 lakh MT of coal is lying at mine end stockyard and there is risk of fire in coal if coal is not dispatched timely. We apprehend the emergency services like Fire Tender, Ambulance and other safety services shall also be adversely affected which may be serious safety concern.

The above is causing cessation of mining activities including despatch of Coal.

Chronology of stoppages is attached as Annexure-B.

scd/

R. Singh

In view of the above facts, we request to lodge FIR and take action for removing the blockade so that coal evacuation, mining and ancillary activities to mine may be resumed at the earliest.

Regards

Yours faithfully,

VCD
07-09-2020

Vickram Chandra Dubey
AGM(Mining)/Mine Agent
NTPC Ltd

R. Ranjan
7/9/2020

Rajeev Ranjan
AGM(Dispatch)
NTPC Ltd

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Vedh

R. My



A Maharatna Company

एन टी पी सी लिमिटेड 379

(भारत सरकार का उद्यम)

पी०बी०, सी०बी०, एवं बादम कोल माइनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

Date : 07.09.2020

Ref. No.:1040/PBCMP/Mining/2020/302

To
SDPO
Barkagaon,
Hazaribag

Sub: Request to lodge FIR for Road blockade by villagers staging Dharna at Pakri Barwadih Coal Mine thereby causing stoppage of Coal Despatch and Mining Activities

Dear Sir,

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Chronology of stoppages is attached as Annexure-B.

rcd

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A Maharatna Company

एन टी पी सी लिमिटेड 380

(भारत सरकार का उद्यम)

पी०बी०, सी०बी०, एवं बादम कोल माईनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

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Regards

Yours faithfully,

VCD
07-09-20

Vickram Chandra Dubey
AGM(Mining)/Mine Agent
NTPC Ltd

R. Ranjan

Rajeev Ranjan
AGM(Dispatch)
NTPC Ltd

7/9/2020.



A Maharatna Company

एन टी पी सी लिमिटेड 381

(भारत सरकार का उद्यम)

पी०बी०, सी०बी०, एवं बादम कोल माईनिंग प्रोजेक्ट
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rcd

A. My

सी. के. मण्डल
निदेशक (वाणिज्यिक)
C. K. MONDOL
Director (Commercial)

केन्द्रीय कार्यालय/Corporate Centre

Ref. No.: 1040/20-21/
Date: September 12, 2020

To,

The Chief Secretary
Government of Jharkhand
Ranchi

Sub: Stoppage of mining, coal transport and infrastructure development activities in NTPC Pakri-Barwadih mine reg.

Sir,

As you are aware that NTPC has been allotted four coal mines in Hazaribagh District of Jharkhand namely Pakri-Barwadih, Chatti-Bariatu & Chatti-Bariatu(South), Kerandari and Badam. Pakri-Barwadih coal mine is operational since Dec.2016 and as on date, 22.65 Million Metric Tonnes of coal have been produced. About 22.15 Million Metric Tonnes of coal have been despatched to various power stations of NTPC and more than Rs.350 Cr. has directly been deposited in the State exchequer in terms of Royalty. Coal from this mine have resulted in availability of cheaper power to the consumers and at the same time, helped the nation for reducing import of coal.

However, operation of Pakri-Barwadih mine is affected due to recent agitation by the locals. The mining operations and coal dispatch were stopped for 17 days in July'20 by the agitating villagers. They have again blocked all NTPC's internal roads connected with the mine from 1st September 2020, resulting in complete stoppage of mining activities and coal dispatch from 2nd September 2020. Infrastructure development activities like construction of CHP, etc. are also not being allowed. This agitation by the villagers is causing loss of about 30,000 Metric Tonnes of coal production and dispatch to NTPC power stations every day. It is also delaying the completion of CHP and its commissioning.

At present, the mine is having a coal stock of more than 5 lakh MT, which is stuck up and can't be despatched to NTPC's power stations due to this blockade. This coal is of very good quality, and is prone to auto ignition on prolonged storage. Already signs of warming up of coal have started appearing and if it catches fire, it will be extremely difficult to extinguish this fire. Such loss of coal, if any, will not only a loss to the nation but also a big safety and environmental risk.

For land acquisition and R&R, NTPC has so far been complying with the agreements made in true letter and spirit. Therefore, stopping the work of NTPC on the pretext of new demands is totally uncalled for. During the deliberations of the committee constituted by Revenue Secretary GoJ, we have conveyed that detailed legal examination is required in this case for which NTPC is already taking steps.

Here it is not out of place to mention that NTPC is working for the development of State and Nation and has already taken up construction of 2 Power plants namely North Karanpura and Patratu, in addition to the above mines.

In view of the above, we seek your help and personnel intervention for removal of the blockade and in restoration of the operation of the mine, coal dispatch to NTPC's power stations and other infrastructure development activities, as explained above. It will also help NTPC in speeding up the development of other mines, located in the State of Jharkhand.

With regards,

Yours faithfully,



(C.K. Mondol)
Director (Commercial), and
Nominated Owner of all Coal Mines of NTPC



A Maharatna Company

सी. के. मण्डल

निदेशक (वाणिज्यिक)

C. K. MONDOL

Director (Commercial)

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Government of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Date: 16.09.2020

To

Shri Vivek Kumar Dewangan, IAS
Joint Secretary (Thermal)
Ministry of Power, Government of India
Shram Shakti Bhawan
Rafi Marg
New Delhi – 110001

Subject: Stoppage of mining, coal transport and infrastructure development activities in Pakri-Barwadih mine of NTPC reg.

Dear Sir,

I would like to bring into your kind notice that, in recent time's coal production and transportation from Pakri-Barwadih coal mine was stopped by local villagers in the month of July 2020 from 06.07.2020 to 22.07.2020 and villagers have again blocked all NTPC's internal roads connected with the mine from 1st September 2020, resulting in complete stoppage of mining activities and coal dispatch from 2nd September 2020. Further, Infrastructure development activities like construction of mine end CHP, cross country conveyor etc. are also not being allowed. This agitation by villagers is causing loss of about 30,000 Metric Tonnes per day of coal production and dispatch to NTPC power stations.

At present, the mine is having a coal stock of more than 5 lakh MT, and can't be despatched to NTPC's power stations due to this blockade. This coal is of very good quality, and is prone to auto ignition on prolonged storage. Already signs of warming up of coal have started appearing and if it catches fire, it will be extremely difficult to extinguish this fire. Such loss of coal, if any, will not only a loss to the nation but also a big safety hazard and environmental risk.

I would like to inform you that, the local villagers led by Hon'ble MLA, stopped the project activities at several occasions since allocation of this coal block to NTPC in 2004. Slow progress of land acquisition under LA Act by District Admin., R&R settlement, and provided locals adequate time for stopping ongoing activities frequently. Construction of several crucial mine related infrastructure, like CHP, Nallah Diversion etc were delayed because of these issues due to non-eviction of encroachers from GM Land/Forest land. Apart from this expansion of the mine pit area and the OB dump are also affected due to delay in availability of encumbrance free land. Even after 4 years of mining operations, the business environment in that area is still not conducive and NTPC is experiencing critical situation for the land availability commensurate with the mining operation. NTPC, from time to time, has apprised State Government of Jharkhand and Ministry of Power, Government of India, on these issues.

NTPC has been complying with the agreements made in true letter and spirit for land acquisition and R&R. The present stoppage of work by the villagers for unreasonable demands (like permanent employment to every adult, land for land, enhancement of land compensation etc.) with the applicability of RFCTLARR 2013 are beyond the directives issued by the Central/State Govts. NTPC has been constantly doing lot of community development activities in this area and the project affected villages. An Industrial Training Institute (Mining ITI) has been set up by NTPC near Pakri-Barwadih mine and being run through Jharkhand Government Mini Tool Room and Training Center (JGMTRTC). Therefore, stopping the work of NTPC on the pretext of new demands is totally uncalled for.

In view of above, in a meeting of the Committee constituted by Revenue Secretary GoJ to resolve the issues, NTPC had conveyed that detailed the legal examination on the matter has been done and opinion received from ASGI on 09.09.2020.

Pakri Barwadih coal mine is identified as basket mine for supply of coal through Railways network to various stations of NTPC. Due to frequent stoppages of operations of Pakri- Barwadih Coal mine supply of coal to these stations is stopped, resulting high ECR. Further, State Government is losing payment on account of royalty, till date more than Rs 350 Crs. to State Govt. of Jharkhand in terms of Royalty has been paid for Pakri-Barwadih coal. NTPC has been allotted four coal mines in Hazaribagh District of Jharkhand namely Pakri-Barwadih, Chatti-Bariatu & Chatti-Bariatu(South), Kerandari and Badam and tentative planned investment in all its coal blocks in Hazaribagh area is about Rs. 11000 Crs. Out of which NTPC has already incurred an expenditure of about Rs. 4300 Crs. in these mines.

In the above backdrop, your kind intervention is solicited for taking up the matter with Government of Jharkhand for immediate removal of the blockade and in restoration of operation of mine, to ensure coal dispatch to NTPC's power stations and other infrastructure development activities, as explained above. We have also requested Chief Secretary, Jharkhand vide our letter dated 12.09.2020 (Copy enclosed) for his kind intervention in this regard.

A brief on the key issues of Pakri-Barwadih mine with a chronology of action taken are placed at *Annex-A*.

Thanking you.

Yours faithfully,



(C.K. Mondol)
Director (Commercial) &
Nominated Owner of Coal Mines



A Maharatna Company

एन टी पी सी लिमिटेड
(भारत सरकार का उद्योग)
386
NTPC Limited
(A Govt. of India Enterprise)

Coal Mining Head Quarter, Ranchi

Ref No.1074/CMHQ/2020/09

Date: 23.09.2020.

To,
**Principal Secretary to Hon'ble Chief Minister,
Government of Jharkhand,
Ranchi.**

Sub: - Request for immediate support of Govt.of Jharkhand in evacuating coal stock under spontaneous heating at Pakri Barwadih Mine, Hazaribag - Ref. Meeting held on 18.09.2020 between Hon'ble Chief Minister and CMD, NTPC Limited on issues related to stoppage of works in the Mine for last 24 days.

Dear Sir,

This refers to meeting held on 18.09.2020 between Hon'ble Chief Minister, Govt. of Jharkhand and CMD, NTPC Ltd. in presence of your kind self, Chief Secretary, Govt.of Jharkhand alongwith Secretary (Revenue) & Secretary(Energy) Govt.of Jharkhand. As intimated in our letter dated 12.09.2020 of Director(Commercial) NTPC Ltd. addressed to Chief Secretary, Govt.of Jharkhand, coal dispatch and mine working in Pakri Barwadih Mine has remained stopped for almost 41 days so far, 17 days earlier in July,20s and again 24 days since 02.09.2020, because of road blockade in the region by locals.

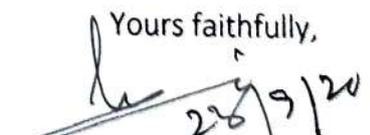
In the meeting held on 18th September,20 with Hon'ble Chief Minister it was consented that the coal stock in the Mine which has since developed signs of spontaneous heating, needs to be evacuated on an emergency basis, to prevent loss to the Nation apart from preventing safety & environmental hazards. In the subsequent announcement by Hon'ble Chief Minister, the same thing was reiterated and we anticipated a compliance to this decision. However unfortunately because of continued blockade, it has still not materialized thereby further aggravating the situation.

You will kindly appreciate that the compliance of land Acquisition guidelines raised by the agitators has already been examined in detail at different levels and competent authorities are deliberating on the matter actively. Therefore, continuing stoppage of work is totally un-called for particularly when the coal stock has developed signs of active fire apart from triggering huge revenue loss to the State . Few photographs of the coal stock under heating and temperature readings of the stock is attached for ready reference.

In view of the above, we request help of Govt. of Jharkhand for helping us evacuate the coal stock immediately and enable restoration of mine working pending further deliberation.

Thanking you.

Copy to: - DC, Hazaribagh.

Yours faithfully,

23/9/20
(Head of Mining)
NTPC Ltd, Ranchi

o/e

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L. ~~1773~~

26.9.2020

THRIVENI SAINIK MINING PRIVATE LIMITED

C/o. NTPC Ltd., Langatu

P.O.: Barkagaon, Dist - Hazaribag-825311, Jharkhand, India

Phone : 06546-223115, Email : info@thrivenisainik.com

387



TSMPL/PB/Contracts /633
26th Sept., 2020

To,
The ED (PB, CB and Badam)
NTPC Ltd, Sikri, Barkagaon,
Hazaribagh, Jharkhand – 825311

Sub: PA No.:- CS-7010-602-(R)-2-CS-PA-6417:- Project agreement for development and operation of Pakri Barwadih coal block: FIR against road blockade and threatening of employees -- Reg.

Ref: a) Our various communications on work stoppage
b) Restrictions on inflow of essential commodities for mining due to blockade
c) Threat and intimidation on our employees

Dear Sir,

With reference to the above, we have already been in touch with district authorities and have requested NTPC and district authorities to remove the blockade and facilitate the work. Apart from the same threatening of our employees at conveyor corridor area was also informed to you. In continuation to the same please find enclosed the FIR filed for your reference.

This is for your information and records pls.

Thanking You

Yours Sincerely,
For Thriveni Sainik Mining Private Limited


Authorized Signatory

CC:- The GM.(Projects)
The AGM (Mining)

Encl:- FIR copy

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

प्रथम सूचना रिपोर्ट

(धारा 154 दंड प्रक्रिया संहिता के तहत)

1. District (जिला): हजारीबाग P.S. (थाना): बडकागाव Year (वर्ष): 2020
FIR No. (प्र.सू.रि. सं.): 0191 Date and Time of FIR (प्र.सू.रि.की दिनांक और समय): 22/09/2020 23:17बजे

S.No. (क्र.सं.)	Acts (अधिनियम)	Sections (धारा(एँ))
1	भा द सं 1860	143
2	भा द सं 1860	342
3	भा द सं 1860	343
4	भा द सं 1860	427
5	भा द सं 1860	447
6	भा द सं 1860	504

3. (a) Occurrence of offence (अपराध की घटना):

1. Day (दिन): दरमियानी दिन Date From (दिनांक से): 02/09/2020 Date To (दिनांक तक): 22/09/2020
Time Period (समय अवधि): Time From (समय से): 00:00 बजे Time To (समय तक): 00:00 बजे

- (b) Information received at P.S. (थाना जहाँ सूचना प्राप्त हुई):

Date (दिनांक): 22/09/2020 Time (समय): 18:15 बजे

- (c) General Diary Reference (रोजनामचा संदर्भ):

Entry No. (प्रविष्टि सं.): 070 Date & Time (दिनांक और समय): 22/09/2020 22:55 बजे

4. Type of Information (सूचना का प्रकार): लिखित

5. Place of Occurrence (घटनास्थल):

1. (a) Direction and distance from P.S. (थाना से दूरी और दिशा): दक्षिण - पश्चिम, Beat No. (बीट सं.):

(b) Address (पता): उरुच का धरना स्थल, बडकागाव, 825311

- (c) In case, outside the limit of this Police Station, then (यदि थाना सीमा के बाहर है तो):

Name of P.S. (थाना का नाम): District (State) (जिला (राज्य)):

6. Complainant / Informant (शिकायतकर्ता/सूचनाकर्ता):

(a) Name (नाम): सत्येन्द सिंह

(b) Father's Name (पिता का नाम): स्व० डो० रामझकबाल सिंह

(c) Date/Year of Birth (जन्म तिथि / वर्ष): 1952

(d) Nationality (राष्ट्रीयता): भारत

(e) UID No. (यूआईडी सं.):

(f) Passport No. (पासपोर्ट सं.):

Date of Issue (जारी करने की तिथि):

Place of Issue (जारी करने का स्थान):

(g) Id details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN)

N.C.R.B (एन.सी.आर.बी)
I.I.F.-1 (एकीकृत जाँच फार्म -1)

S.No.(क्र.सं.) Id Type (पहचान पत्र का प्रकार)

Id Number (पहचान संख्या)

(h) Address (पता):

1	वर्तमान पता	सुरक्षा सलाहकार त्रि0सै0मा0लि0, बड़कागांव, हजारीबाग, झारखंड, भारत
2	स्थायी पता	अंकित नहीं, हजारीबाग, झारखंड, भारत

(i) Occupation (व्यवसाय):

(j) Phone number (दूरभाष सं.):

Mobile (मोबाइल सं.):

7. Details of known/suspected/unknown accused with full particulars (जात / संदिग्ध / अज्ञात अभियुक्त का पूरे विवरण सहित वर्णन):

Accused More Than (अज्ञात आरोपी एक से अधिक हों तो संख्या):

S.No.(क्र. सं.)	Name (नाम)	Alias (उपनाम)	Relative's Name (रिश्तेदार का नाम)	Present Address (वर्तमान पता)
1	धरनास्थल पकरी बरवाडीह में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. पकरी बरवाडीह, बड़कागांव, हजारीबाग, झारखंड, भारत
2	धरनास्थल चेपाबुर्द में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. चेपाबुर्द, बड़कागांव, हजारीबाग, झारखंड, भारत
3	धरनास्थल केरीगढा में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. केरीगढा, बड़कागांव, हजारीबाग, झारखंड, भारत
4	धरनास्थल सोनवर्षा मोड में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. सोनवर्षा, बड़कागांव, हजारीबाग, झारखंड, भारत
5	धरनास्थल तेलियातरी में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. तेलियातरी, बड़कागांव, हजारीबाग, झारखंड, भारत
6	धरनास्थल सूर्यमंदीर बड़कागांव में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. बड़कागांव, बड़कागांव, हजारीबाग, झारखंड, भारत
7	धरनास्थल सिकरी में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. सिकरी, बड़कागांव, हजारीबाग, झारखंड, भारत
8	धरनास्थल चेपाकला में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. चेपाकला, बड़कागांव, हजारीबाग, झारखंड, भारत
9	धरनास्थल जुगरा में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. जुगरा, बड़कागांव, हजारीबाग, झारखंड, भारत
10	धरनास्थल आराहारा में बैठे अज्ञात लोग		पिता का नाम : नामालुम	1. आराहारा, बड़कागांव, हजारीबाग, झारखंड, भारत

N.C.R.B (एन.सी.आर.बी)
I.I.F.-J (एकीकृत जांच फार्म -J)

11	धरनास्थल उरूब में बैठे अज्ञात लोग	पिता का नाम : नामालुम	1. उरूब, बड़कागांव, हजारीबाग, झारखंड, भारत
12	धरनास्थल नगडी में बैठे अज्ञात लोग	पिता का नाम : नामालुम	1. नगडी, बड़कागांव, हजारीबाग, झारखंड, भारत

8. Reasons for delay in reporting by the complainant/informant (शिकायतकर्ता / सूचनाकर्ता द्वारा रिपोर्ट देरी से दर्ज कराने के कारण):

9. Particulars of properties of interest (संबन्धित सम्पत्ति का विवरण):

S.No. (क्र.सं.)	Property Category (संपत्ति श्रेणी)	Property Type (सम्पत्ति का प्रकार)	Description (विवरण)	Value (In Rs/-) (मूल्य (रु में))
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10 Total value of property (In Rs/-)-सम्पत्ति का कुल मूल्य(रु में):

11 Inquest Report / U.D. case No., if any (मृत्यु समीक्षा रिपोर्ट / यू.डी.प्रकरण सं., यदि कोई हो):

S.No. (क्र.सं.)	UIDB Number (यू.डी.प्रकरण सं.)
-----------------	--------------------------------

12. First information contents (प्रथम सूचना तथ्य):

कांड का संरांश यह है कि वादि सत्येन्द सिंह सुरक्षा सलाहकार त्रियेणी सैनिक माई0लि0 लगातु थाना बड़कागांव जिला में कार्यरत है। निम्नलिखित ग्राम के घाटी द्वारा विरूडीह स्थित फोल्ड माईनिंग क्षेत्र जो एन0टी0पी0सी0 के नियंत्रणाधीन है में प्रवेश करने वाले मार्गों को बन्द कर दिया गया है। जिसके फलस्वरूप माईनिंग कार्य ठप होने के अतिरिक्त आवागमन भी अवरूद्ध हो गया है जिसके कारण कम्पनी को करोड़ों की क्षति प्रतिदिन हो रही है। माईनिंग परिसर में खनन किये गये कोयला का भण्डारण हो गया है जिसमें आग लगने की भिषण दुर्घटना होने की संभावना है। इनलोगो के द्वारा कोयला परिवहन मार्ग को भी अवरूद्ध कर दिया गया है। प्रत्येक स्थानों पर हर समय काफी संख्या में भीड़ रहती है। ये लोग माईनिंग क्षेत्र में आने वाले डीजल टैंकर खनन कार्य के लिए एक्सपलोजिव में के साथ साथ आवागमन में लगे वाहनो तथा कोयला परिवहन कर रहे वाहनो का मार्ग अवरूद्ध कर दिये है। इनलोगो के द्वारा निम्नलिखित स्थानों पर मार्ग अवरूद्ध किया गया है (1) ग्राम पकरी बरवाडीह धरनास्थल पर बैठे अज्ञात लोग (2) ग्राम चेपाबुर्द मोड धरनास्थल पर बैठे अज्ञात लोग (3) ग्राम केरीगढा (पावर स्टेशन) धरनास्थल पर बैठे अज्ञात लोग (4) ग्राम सोनवर्षा धरनास्थल पर बैठे अज्ञात लोग (5) ग्राम तेलिया तरी धरनास्थल पर बैठे अज्ञात लोग (6) ग्राम पकरी बरवाडीह सूर्यमंदिर बड़कागांव धरनास्थल पर बैठे अज्ञात लोग (7) ग्राम सिकरी धरनास्थल पर बैठे अज्ञात लोग (8) ग्राम चेपकला धरनास्थल पर बैठे अज्ञात लोग (9) जुगारा ग्राम धरनास्थल पर बैठे अज्ञात लोग (10) ग्राम आराहारा धरनास्थल पर बैठे अज्ञात लोग (11) ग्राम उरूब धरनास्थल पर बैठे अज्ञात लोग (12) ग्राम नगडी धरनास्थल पर बैठे अज्ञात लोग। वादी के द्वारा माईनिंग क्षेत्र प्लांट बेचिंग प्लांट आराहारा तक निर्माणधीन कन्वेयर बेल्ट एम0डी0ओ0 कलनी सिकरी के साथ साथ इन जगहो पर तैनात कर्मियों को सुरक्षा प्रदान करने का अग्रह किया गया है।

13 Action taken: Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2. (की गयी कार्यवाही: चूंकि उपरोक्त जानकारी से पता चलता है कि अपराध करने का तरीका मद सं. 2 में उल्लेख धारा के तहत है।)

(1) Registered the case and took up the investigation:
(प्रकरण दर्ज किया गया और जांच के लिए लिया गया):

or (या)

(2) Directed (Name of I.O.) (जांच अधिकारी का नाम): SACHHIDANAND RAY

Rank (पद): Asst. SI (Assistant Sub-Inspector)

No. (सं.): SGBPOL to take up the investigation (को जांच अपने पास में लेने के लिए निर्देश दिया गया) or

(3) Refused investigation due to (जांच के लिए):

N.C.R.B (एन.सी.आर.बी)
I.I.F.-I (एकीकृत जाँच फार्म -I)

or (के कारण इंकार किया या)

(4) Transferred to P.S. (थाना):

District (ज़िला):

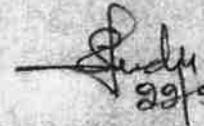
on point of Jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित).

F.I.R. read over to the complainant / informant admitted to be correctly recorded and a copy given to the complainant / informant free of cost. (शिकायतकर्ता / सूचनाकर्ता को प्राथमिकी पढ़ कर सुनाई गयी, सही दर्ज हुई माना और एक कॉपी निशुल्क शिकायतकर्ता को दी गयी।)

R.O.A.C. (आर. ओ. ए. सी.)

14 Signature/Thumb Impression of the complainant / Informant. (शिकायतकर्ता / सूचनाकर्ता के हस्ताक्षर / अंगूठे का निशान):

15 Date and time of dispatch to the court (अदालत में प्रेषण की दिनांक और समय):


29/9/90

Signature of Officer In charge, Police Station (थाना प्रभारी के हस्ताक्षर)

Name Lalit Kumar

Rank I (Inspector)

No.(स.): HZBPOL



A Maharatna Company

एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

पी०बी०, सी०बी०, एवं बादम कोल माईनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

दिनांक : 28.09.2020

संदर्भ.: 1040/PBCMP/Mining/2020/

सेवा में,
श्रीमान थानाध्यक्ष,
बड़कागांव थाना, हजारीबाग

विषय: पकरी बरवाडीह कोयला खदान के कोयला स्टॉक में आग लगने की सूचना तथा अविश्लंब कोयला निकासी हेतु प्रशासनिक हस्तक्षेप का अनुरोध।

महोदय,

जैसा विदित है कि पकरी-बरवाडीह कोयला खनन परियोजना के आसपास के गांवों के 200 से अधिक व्यक्तियों ने एनटीपीसी के स्वामित्व वाली भूमि पर कई स्थानों पर धरना का मंचन किया है और खदान तक जाने वाली सड़को को जबरन अवरुद्ध कर दिया है जिसके कारण खनन गतिविधिया तथा डिस्पैच ट्रकों की आवाजाही बंद हो गई है। इसकी सूचना पहले ही पत्र दिनांक 03.09.2020 एवं 08.09.2020 के माध्यम से महोदय को दी जा चुकी है तथा बड़कागाँव थाना में एफआईआर भी अंकित हो चुकी है। एफआईआर तथा पत्रों की प्रतिलिपि संलग्न है।

05 लाख मीट्रिक टन से अधिक कोयले का भंडार खदान के स्टॉकयार्ड में है। समय पर कोयला निकासी नहीं होने से कोयला स्टॉक से धुआँ आना शुरू हो गया है जो कोयला स्टॉक में आग लगने की सूचना देता है। इस बात का डर है की अविश्लंब कोयला निकासी नहीं होने से कोयला, जो राष्ट्रीय संपत्ति हैं, जल कर राख हो जाएगी और पर्यावरण को भारी क्षति होगी तथा आस पास के ग्रामीणों के स्वास्थ्य पर बुरा प्रभाव भी पड़ेगा, जो गंभीर सुरक्षा चिंता का विषय है। कोल स्टॉक से निकल रहे धुएँ का फोटो संलग्न है। कोयला स्टॉक में स्वतः आग लगने का नोटिस खान सुरक्षा महानिदेशालय(DGMS), भारत सरकार को भी दिया जा चुका है।

उपरोक्त तथ्यों के आलोक में महोदय से निवेदन है की खदान में रखे हुए कोयले के अविश्लंब निकासी हेतु उचित प्रशासनिक कार्यवाही करे तथा कोयले की निकासी सुनिश्चित करे।

सादर।

आपका आभारी,

Vedant
28.09.20

विक्रम चंद्र दुबे

खान अभिकर्ता /अ०महा प्रबन्धक (खनन)

प्रतिलिपि सूचनार्थः

१ पुलिस अधीक्षक, हजारीबाग

२ एसडीपीओ, बड़कागांव





A Maharatna Company

एन टी सी लिमिटेड

(भारत सरकार का उद्यम)

पीठवी०, सी०बी०, एवं बादम कोल माइनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

Date : 03.09.2020

Ref. No.:1040/PBCMP/Mining/2020/२९८

To
SDPO
Barkagaon,
Hazaribag**Sub: Road blockade by villagers staging Dharna at Pakri Barwadih Coal Mine thereby causing stoppage of coal despatch and mining activities**

Dear Sir,

This is to inform you that more than 200 persons from nearby villages have staged Dharna at many places on the land allocated and owned by NTPC and have blocked the road leading to mine near sub-station (Barwadih village), batching plant (Arahara village), MDO township (Sikri village), Dispatch road (Chepakalan village) since 02.09.2020. This is causing cessation of mining activities including despatch of Coal. Chronology of events along-with photographs is attached herewith.

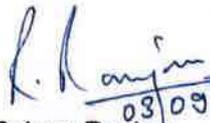
Movement of vehicles including vehicles for supply of explosives, diesel & POL, have been forcibly stopped by demonstrating persons, as a result ancillary activities of coal despatch and mining operations have also come to complete halt. More than 05 lakh MT of coal is lying at mine and there is risk of fire in coal if coal is not dispatched timely. We apprehend the emergency services like Fire Tender, Ambulance and other safety services shall also be adversely affected which may be serious safety concern.

It is apprehended that in prevailing sensitive circumstances anti social elements may reap undue advantages by putting safety and property at risk and thereby create law and order problem. It would be relevant to mention here that NTPC is a Central Government Enterprise and coal mining at Pakri-Barwadih Project falls under Essential Services Maintenance Act (ESMA) 1981.

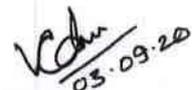
In view of the above facts, we request your early action with appropriate steps for removing the blockade so that coal evacuation, mining and ancillary activities to mine may be resumed at the earliest.

Regards

Yours faithfully,


03/09/2020
Rajeev Ranjan

AGM (Coal Despatch), PBCMP


03.09.20
V C Dubey

AGM (Mining), PBCMP

Copy to: CO, Barkagaon
Thana Incharge, Dadikla Thana

EVENTS-CHRONOLOGICAL ORDER

SI No	Date	Time	Event
1	01.09.2020	06:00	Transport Road, near Chepakalan village, Blocked.
2	01.09.2020	07:30	Explosive vehicles(BDS and Vans) stopped near NTPC Sub-station , Barwadih. Allowed to take alternate route but threatened that no movement is allowed from next day.
3	01.09.2020	19:00	3 numbers of dispatch trucks were not allowed to enter in the mine.
4	02.09.2020	5.45	MDO colony road blocked. Stopped employees to join duty in Morning shift from MDO colony. Only 50% manpower turn up.
5	02.09.2020	06:00	All routes leading to mine blocked.
6	02.09.2020	06:30	Explosive vehicles(BDS and Vans) stopped near NTPC Sub-station , Barwadih
7	02.09.2020	07:30	Two BPCL diesel tankers stopped near sub-station.
8	02.09.2020	12:25	Unauthorised entry of villagers on Dump and Dumping at 15m level stopped(Unsafe act)
9	02.09.2020	12:50	Dumping stopped at 60 m level (Unsafe act)
10	02.09.2020	13:24	Dumping operation completely stopped
11	02.09.2020	14:00	Mining operation completely stopped due to non-arrival of manpower, limited availability of diesel and non availability of explosives
12	02.09.2020	14:55	Dispatch trucks not allowed to enter and now standing at sub-station
13	02.09.2020	18:00	Attempt of M/s TSMPL for entry of diesel browser and 06 trucks for coal dispatch belonging to M/s Sageeta sales was foiled by agitating villagers near Sub-station, Barwadih
14	02.09.2020	21:00	Chamgarha route also blocked. No manpower was allowed to enter in the mine from any route. Mine operation standstill.
15	03.09.2020	05:30	No manpower was allowed to enter in the mine from any route by villagers. Mine operation standstill.

R. Singh
03/09/2020

V. Singh
03.09.20

जिला हजारीबाग *अनुमंडल सदर *थाना बडकागाँव *वर्ष 2020 *प्राथमिकी सं. 18/20 तिथि 08.09.2020
 (Distt.) (S. Div.) (P.S.) (Yr.) (F.I.R. No.) (Date)

(I) *अधिनियम (Act) 270 को वि० *धाराएँ (Sections) 143/342/343/353/427/447/50
 (II) *अधिनियम (Act) *धाराएँ (Sections)
 (III) *अधिनियम (Act) *धाराएँ (Sections)
 (IV) *अन्य अधिनियम एवं धाराएँ (Other Acts and Sections)

(क) *अपराध की घटना समाप्त हुए सट्टागाँव रोड अंतर्गत कुर्नी के साईन पर *दिन 08.09.2020 *तिथि से 1.09.2020 *तिथि तक 03.09.2020
 (Occurrence of offence) (Day) (Date from) (Date to) अज्ञात

*समयावधि (पहर) *बजे से 6:00 AM *बजे तक 05:30 PM
 (Time period) (Time from) (Time to)

(ख) थाना से प्राप्त सूचना तिथि 08.09.2020 समय 15:20 बजे

(ग) प्राथमिकी दर्ज करने की तिथि 08.09.2020 समय 15:20 बजे

(घ) थाना दैनिकी संदर्भ-प्रविष्टि सं. समय 15:20 बजे

सूचना का प्रकार (Type of information) *लिखित/मौखिक (Written/Oral)

घटना स्थल-(क) थाना से दिशा एवं दूरी दुर्गर जिला 3 1/2 km गश्त सं.

(ख) *पता (Address) पं. श्री अरुणोदय कृष्णा यन्न पत्रिका, बडकागाँव
हजारीबाग, थाना - बडकागाँव जिला - हजारीबाग

(ग) थाना की सीमा से बाहर होने की दशा में थाना का नाम जिला

परिवादी/सूचना दाता :

(क) नाम विक्रम चन्द्र डूबे

(ख) पिता/पति का नाम स्यो. श्री डूबी चंद्र डूबे

(ग) जन्म तिथि 24-10-08 (घ) राष्ट्रीयता भारतीय

(ङ) पारपत्र सं. निर्गम तिथि निर्गम स्थान

(च) पेशा नोकी

(छ) पता मिन्की माइल ऑफिस, एनटीपीसी लिमिटेड थाना -
बडकागाँव जिला - हजारीबाग

वादी का रिकॉर्ड आदिग जाँ इस काण्ड
का गुल आकार है। गुल परि गुल के साथ
हाथ परि साथ सलगन है।

F. Khakha
8/9/2020
A.S.I
थाना प्रभारी
हस्ताक्षर था.ना

13. की गयी कारवाई : चूंकि उपर्युक्त सूचना से मद सं० 2 में उल्लिखित धाराओं के अन्तर्गत अपराध किया जाना प्रकट होता है अ
काण्ड दर्ज किया गया एवं अनुसंधान प्रारम्भ किया* थाना प्रभारी पदनाम P.S.I
का अनुसंधान करने का निर्देश दिया/अनुसंधान करने से इन्कार किया/अधिकारिता के प्रश्न पर
थाना को अंतरित किया गया। प्राथमिकी परिवादी/सूचनादाता को पढ़कर सुनायी गयी। उसने उसे सही रूप में अभिलिखित रि
गया, पाकर स्वीकार किया और उसकी एक प्रति परिवादी/सूचनादाता को निःशुल्क दी गयी। (Action taken: Since the ab
report reveals commission of offence(s) u/s as mentioned at Item No. 2, registered the case and took up
investigation/directed* Rank to take up the investigation.)

14. परिवादी/सूचना दाता का हस्ताक्षर/अंगूठा का निशान।

15. थाना से न्यायालय में प्रेषण की तिथि एवं समय-

8/9/2020

थाना प्रभारी का हस्ताक्षर

नाम (Name) फुल जेठल शर्मा

पदनाम (Designation) थाना प्रभारी

अनुसूची 47, प्रपत्र सं० 118

7. ज्ञात/संदिग्ध/अज्ञात अभियुक्त का विवरण (यदि आवश्यक हो तो अलग से पन्ना लगाएं)

1) अज्ञात 200 से अधिक

संदिग्ध व्यक्ति की शारीरिक विशेषताएँ, विरूपता तथा अन्य विवरण :-

*लिंग (Sex)	*जन्म-तिथि (तिथि/मास/वर्ष) Date of Birth (Date/Month/Year)	*शारीरिक गठन (Build)	*ऊँचाई से० मी० में Height (in cms)	*वर्ण (Complexion)	*पहचान चिह्न (Identification mark)
1	2	3	4	5	6
-	-	-	-	-	-

*विरूपता/विलक्षणता (Deformities/ peculiarities)	*दाँत (Teeth)	*बाल (Hair)	*आँख (Eye)	*आदतें (Habits)	पहनावा (Dress Habits)
7	8	9	10	11	12
-	-	-	-	-	-

*भाषा/बोली (Language/ Dialect)	स्थान				
	*जले का निशान (Burn Mark)	*श्वेत कुष्ठ (Leucoderma)	*तिल (Mole)	*जखम चिह्न (Scar)	*गोदना (Tattoo)
13	14	15	16	17	18
-	-	-	-	-	-

7. यदि परिवादी/इत्तिला देने वाले/पीड़ित व्यक्ति द्वारा संदिग्ध व्यक्ति के संबंध में कोई एक या अधिक विशिष्टतायें दी जाएँ तभी इन स्तंभों में प्रविष्टियाँ की जाएंगी। इसका उपयोग अनुसन्धानक के सहायतार्थ केवल प्रारंभिक सुधार के प्रयोजन से ही किया जाएगा। इस प्रकार बनाए गए आंकड़े बाद में किसी संदिग्ध व्यक्ति को विभिन्न मामलों, यदि कोई हो, से जोड़ेगा। जब कोई अभियुक्त गिरफ्तार किया जाए तब पूर्व-संदेह पर विचार के लिए बिना सभी बातों से संबंधित व्यापक और पूर्ण आंकड़े पुनः तैयार किए जाएंगे।



एन टी पी सी लिमिटेड

(भारत सरकार का उद्यम)

पी.बी.डी., सी.बी.डी., एवं बडम कोयला-माइनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

दिनांक : 08.09.2020

संदर्भ.: 1040/PBCMP/Mining/2020/

सेवा में,
श्रीमान धानाध्यक्ष,
बडकागांव धाना, हजारीबाग

विषय: पकरी बरवाडीह कोयला खदान में धरना का आयोजन करते हुए ग्रामीणों द्वारा रोड बंदी के लिए एफआईआर दर्ज करने का अनुरोध

महोदय,

मैं, विक्रम चन्द्र दुबे, पिता स्व. श्री दुली चंद दुबे, उम्र: 50 वर्ष, पता: एनटीपीसी लिमिटेड, सिकरी साइट ऑफिस, बडकागांव, हजारीबाग वर्तमान में खनन अभिकर्ता के पद पर कार्यरत हूँ। एनटीपीसी लिमिटेड भारत सरकार के विद्युत मंत्रालय के अधीन सार्वजनिक क्षेत्र का उद्यम है। मेसर्स त्रिवेणी-सैनिक माइनिंग प्राइवेट लिमिटेड एमडीओ है और मई, 2016 से पकरी-बरवाडीह कोयला खनन परियोजना, बडकागांव, हजारीबाग में खनन कार्य कर रही है।

पकरी-बरवाडीह कोयला खनन परियोजना के आसपास के गांवों के 200 से अधिक व्यक्तियों (नाम ज्ञात नहीं) ने एनटीपीसी के स्वामित्व वाली भूमि पर कई स्थानों पर धरना का मंचन किया है और खदान तक जाने वाली सड़क को जबरन अवरुद्ध कर दिया है। हमारे एमडीओ ने निम्नलिखित की सूचना दी है:

1. आंदोलन अधिक स्थानों पर फैल रहा है और विभिन्न गांवों में टेंट लगाए जा रहे हैं और काम करने के अधिकार का उल्लंघन कर रहे हैं।
2. सभी आवश्यक आपूर्ति जैसे डीजल और विस्फोटकों को प्रवेश की अनुमति नहीं है और यहां तक कि खाद्य आपूर्ति भी प्रभावित हो रही है।
3. उनके कर्मचारियों और श्रमिकों को एमडीओ कॉलोनी से बाहर आने की अनुमति नहीं है और उपद्रवियों ने उनके कर्मचारियों को इन्फ्रा क्षेत्र में भी धमकी दी और क्षेत्र को खाली करने के लिए कहा गया।

4. कुछ ग्रामीणों के द्वारा विभिन्न स्थानों में अराजकता पैदा करने का डर है।

उपरोक्त के अलावा ग्रामीणों ने डिस्पैच सड़कों को भी अवरुद्ध कर दिया है जिसके कारण डिस्पैच ट्रकों की आवाजाही बंद हो गई है। 05 लाख मीट्रिक टन से अधिक कोयला खदान के स्टॉकयार्ड में पड़ा है और समय पर कोयला नहीं भेजे जाने पर कोयले में आग लगने का खतरा है। आपातकालीन सेवाओं जैसे फायर टेंडर, एम्बुलेंस और अन्य सुरक्षा सेवाएं भी प्रतिभूत रूप से प्रभावित हो रही हैं, जो गंभीर सुरक्षा चिंता का विषय हो सकता है। घटनाओं का क्रमिक विवरण निम्नलिखित है:

पकरी बरवाडीह, चट्टी बरियातु एवं बडम कोयला माइनिंग प्रोजेक्ट, सिकरी साइट कार्यालय, पी.ओ.-बडकागांव, जिला : हजारीबाग - 825311
Pakri Barwadhi, Chatti Bariatu & Badam Coal Mining Projects, Sikri Site Office, P.O. Barkagaon, Dist: Hazaribag-825311
Registered Office: NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003



एन टी पी सी लिमिटेड

(सार्वजनिक कर्मदायग)

पी०बी०, सी०बी०, एवं बादम कोल माइनिंग प्रोजेक्ट
PB, CB & Badam Coal Mining Projects

क्रमांक	दिनांक	समय	घटना
1	01.09.2020	06:00	ट्रांसपोर्ट रोड, चेषकलां गांव के पास, अवरुद्ध।
2	01.09.2020	07:30	विस्फोटक वाहन (BDS और वैन) NTPC सब-स्टेशन, बरवाडीह के पास रुके। वैकल्पिक मार्ग अपनाने की अनुमति दी लेकिन धमकी दी कि अगले दिन से कोई भी अनुमति नहीं है।
3	01.09.2020	19:00	3 डिसपैच ट्रकों को खदान में प्रवेश करने से रोकना
4	02.09.2020	5.45	एमडीओ कॉलोनी रोड पर जाम लगा दिया। एमडीओ कॉलोनी में मॉनिंग शिफ्ट में ड्यूटी ज्वाइन करने के लिए जा रहे कर्मचारी रोके गए। केवल 40% कर्मचारी ही खदान पहुंच सके।
5	02.09.2020	06:00	खदान जाने वाले सभी मार्ग अवरुद्ध कर दिये गए।
6	02.09.2020	06:30	विस्फोटक वाहन (BDS और वैन) NTPC सब-स्टेशन, बरवाडीह के पास रोक लिए गए।
7	02.09.2020	07:30	दो वीपीसीएल डीजल टैंकर सब-स्टेशन के पास रोक लिए गए।
8	02.09.2020	12:25	15 मीटर के स्तर पर डंप और डंपिंग पर ग्रामीणों का अनधिकृत प्रवेश।
9	02.09.2020	12:50	60 मीटर के स्तर पर डंपिंग बंद।
10	02.09.2020	13:24	डंपिंग ऑपरेशन पूरी तरह से बंद हो गया
11	02.09.2020	14:00	कर्मचारी एवं डीजल की सीमित उपलब्धता और विस्फोटकों की गैर उपलब्धता के कारण खनन कार्य पूरी तरह से रुक गया
12	02.09.2020	14:55	डिसपैच ट्रकों को प्रवेश करने की अनुमति नहीं दी और वे सब-स्टेशन पर खड़े हैं।
13	02.09.2020	18:00	आंदोलनकारी ग्रामीणों ने मेसर्स TSMPL का डीजल ब्राउज़र को ले जाने का प्रयास तथा मेसर्स संगीता सेल्स के ट्रकों को प्रवेश करने के प्रयास को अनुमति नहीं दी।
14	02.09.2020	21:00	चमगड़ा मार्ग भी अवरुद्ध। किसी भी मार्ग से खदान में कर्मचारियों का प्रवेश बाधित।
15	03.09.2020 से अभी तक	05:30	ग्रामीणों द्वारा किसी भी मार्ग से खदान में प्रवेश करने की अनुमति नहीं है। खदान का ऑपरेशन बंद है।

उपरोक्त लिखित धरने तथा सड़कों को अवरुद्ध होने से कोयला खनन तथा उसकी बुलाई रुक गयी है।

पकरी बरवाडीह, चट्टी बरियातु एवं बादम कोल माइनिंग प्रोजेक्ट, सिकरी साईट कार्यालय, पी.ओ.-बड़कागांव, जिला : हजारीबाग - 825311
Pakri Barwadih, Chatti Barlatu & Badam Coal Mining Projects, Sikri Site Office, P.O. Barkagaon, Dist: Hazaribag-825311
Registered Office: NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003

Annexure P-31 403

M. Nagaraju, IAS
Joint Secretary
&
Nominated Authority



भारत सरकार
GOVERNMENT OF INDIA
कोयला मंत्रालय
MINISTRY OF COAL
शास्त्री भवन, नई दिल्ली
SHASTRI BHAWAN, NEW DELHI
Ph. : 011-23383356, Fax : 011-2338804
E-mail : m.nagaraju@nic

DO No. 43024/5/2020-LA&IR

Dated: 15th October, 2020

Dear Sir,

I would like refer to NTPC's letter dated 01.10.2020 (copy enclosed) regarding the hardship being faced by NTPC in Pakri-Barwadih mine from the Villagers/local peoples requesting for enhancement of compensation and applicability of the RECTLARR Act 2013 for land acquisition for phase I to III. NTPC stated that Villagers of Pakri-Barwadih mine have blocked all the mines roads and not allowing NTPC/its agencies for mining operations, coal production, coal transportation and infrastructure development activities. It is causing loss of more than 30000 tons of coal production daily from this mine. Moreover, these villagers are not allowing the extracted coal stock of about 5.25 lakhs for despatch to NTPC's power station.

2. In view of above, you are requested to kindly instruct concerned District Authorities to take appropriate action in the matter and to ensure resumption of mining operations, coal production, coal transportation and infrastructure development activities in Pakri-Barwadih Mine.

with kind regards

Encl: As above.

Yours sincerely,

M. Nagaraju 15/10/20
(M. Nagaraju)

Shri Sukhdev Singh,
Chief Secretary
Govt. of Jharkhand,
1st Floor, Project Building, Dhurwa,
Ranchi- 834004(Jharkhand)

Copy for information to: Executive Director (Coal Mining) NTPC, Engineering Office Complex, Plot No. A-8A, Sector – 24, Noida- 201301 (UP).

Annexure P-32 404

EIGHTH REPORT

**COMMITTEE ON PUBLIC UNDERTAKINGS
(2020-21)**

(SEVENTEENTH LOK SABHA)

NATIONAL THERMAL POWER CORPORATION LIMITED (NTPC)

MINISTRY OF POWER

*Presented to Lok Sabha on 24.03.2021
Laid in Rajya Sabha on 24.03.2021.*



**LOK SABHA SECRETARIAT
NEW DELHI**

March, 2021/Chaitra, 1942 (Saka)

Part-II

RECOMMENDATIONS/OBSERVATIONSNTPC - AN OVERVIEW

The Committee note that NTPC Limited, a Maharatna Company of the Government of India, is the largest power generator in India. It is functioning under the overall administrative control of the Ministry of Power, Government of India. It was incorporated on 7th November 1975 as a fully Government owned Company with the objective of building large size Thermal Power Stations alongwith associated transmission system to accelerate the integrated development of powersector in the country. NTPC came out with an Initial Public Offer (IPO) in 2004 and a Follow –on Public Offer (FPO) in 2010. Government of India has reduced its stake through various tranches of Offers for Sale, employee Offers for Sale, Bharat 22 Exchange Traded Fund (ETF) and CPSE ETF from time to time. Currently Government of India hold 51.02% stake in the Company, the rest being held by Institutional Investors and public. Over the years, NTPC has attained a global stature. In the Platts Top 250 Global Energy Companies for 2019, NTPC has been ranked as No.2 ‘Independent Power Producer and Energy Traders’ in the world. Further, NTPC has been ranked 497th largest company in the world among ‘Global 2000’ list of companies compiled by Forbes for 2020. The present Commissioned capacity of NTPC (including JVs and subsidiaries) is 62,910 MW out of which NTPC directly owns 51,155 MW (45,410 MW coal based stations at 24 locations, 4,017 MW gas/liquid fuel based stations at 07 locations, 800 MW hydro project at 01 location, 870 MW Solar PV plants at 11 locations, 50 MW wind project at 01 location and 8 MW small hydro at 01 location). The total capacity includes 11,755 W under joint ventures/subsidiaries comprising 6,494 MW from 09 coal based, 2,494 MW from gas power plant at 4 locations, 5 MW Solar PV plants at 1 location, 2,625 MW from hydro power plants at 8 locations, 24 MW of small hydro at 1 location and 113 MW wind at 2 locations. Capacity of 20,533 MW (including 1320 MW in Bangladesh) is under construction at 35 locations.

The Committee note that NTPC aims to add 32 GW of renewable power both through organic route and inorganic route by 2032. To achieve its renewable targets, NTPC has planned to go beyond conventional large-scale solar and wind parks such as rooftop solar plants, floating solar plants at reservoirs of Projects, etc. The Committee considers the target of adding renewable power of 32 GW by 2032 too ambitious; considering the fact that many projects of NTPC have been delayed for many years for various reasons and the Company has merely added 586 MW of gas based power during the last 10 years, and just 2325 MW of Hydro power generation during the last 6 years and only about 928 MW of renewable power through solar, wind and Bio-gas during the last 7 years. The Committee understand the Government and Global concerns on environment, depleting fossil resources thus encouraging the power industry to shift from fossil fuel base to renewables and NTPC now choosing to grow through inorganic route in as per its policy change on the directions of the Government. In light of the new policy shift and concerns, the Committee in their report have attempted to address many issues like appointment of independent professionals/ experts on the Board of NTPC having expertise in non-fossil fuels & renewables, emphasising the Government to bring in a policy within a definite time-frame to encourage domestic manufacturing of solar equipment and parts to reduce the country’s dependency on imports of solar products which has presently touched 75 percent. Besides, the Committee have also emphasised NTPC to increase their expenditure on safety and to have a separate budget dedicated for purchase of ‘safety equipment’ and ‘training in safety’ and highlighting the use of standing operating procedures to be followed during accidents/disasters like the recent disaster at Tapovan project in

taking up the matter continuously with DPE yet to receive decision in this regard. The Committee while taking a serious note of the inordinate delay in filling the woman independent Director, recommend that -

- (i) DPE should seriously look into the issue of abnormal delay in appointment of women Director in NTPC, apprise the Committee of the specific reasons for taking unduly long period on this issue and identify the factors responsible with a view to take corrective measures to avoid reoccurrence of such inordinate delay in future;
- (ii) The Ministry of Power should escalate the matter to the Cabinet Secretary level informing about the inordinate delay by the DPE in appointment of women Director in the Board of NTPC.

Memorandum of Understanding - Achievement of targets.

5. The Committee note that MoU targets are fixed based on the MoU guidelines issued by Department of Public Enterprises (DPE). As per the guidelines, the MoU targets are fixed taking into consideration the trends for the last 5 years, the estimated achievements of the preceding year, Annual plan and Budget and the factors like prevailing scenario in the Power sector and the economy as a whole. The MoU targets are finalized by DPE in consultation with Ministry of Power and NTPC. The Committee are glad to note that NTPC exceeded the targets fixed in terms of capex, power generation in Billion Units (BUs) and coal production during the year 2019-20. With regard to the revenue from operations, the targets achieved was slightly below the target fixed. With regard to the progress on MoU parameters for the year 2020-21, coal production has been adversely affected due to disruption on account of stoppage of mining operations by villagers at its PakriBarwadih captive coal mine on the issue of compensation and Resettlement and Rehabilitation benefits and also due to lower coal production at Dulanga mines due to Covid -19. However, as informed to the Committee, all efforts are being made by the NTPC to achieve the target of Coal production and thus, other MoU targets i.e. Revenue, CAPEX and Power Generation are likely to be achieved by March'2021. The Committee are hopeful that NTPC will be able to achieve the targets set under MoU for the year 2020-21 also as successfully achieved by them in the previous years. The Committee would however like to be apprised of the actual achievement of targets for the financial year 2020- 21.

Power Generation Capacity of NTPC

6. The Committee note that NTPC, a power giant, owns 70 power stations (including those of JVs and subsidiaries) of coal, gas /liquid, hydro and renewables, with a combined capacity of approx. 63 GW. Out of this 63 GW, NTPC's own capacity at 50.3 GW accounts for approx. 80%. The NTPC, on its own added a total power generation capacity of 21.51 GW through various fuels – coal, gas/ liquid, Hydro, renewable and Hydro during the period from 2009-10 to 2019-20. The Joint Ventures (JVs) and Subsidiaries of NTPC added another 8.89 GW capacity during the same period. The Committee note that during the period 2020-21, 2021-22 and 2022-23, the Company plans to add 5250 MW, 6462 MW, and 5782 MW respectively. By the end of the year 2023-24, the Company intends to complete the construction of ongoing power plants adding 20,000 MW (approx). The Committee hope that with the structured planning and strategy, the NTPC will be able to add the targeted capacity and complete the construction of all ongoing power plants within the scheduled time and will also be able to further enhance its installed as well as commissioner capacity of power generation in near future.

ANNEXURE III - DETAILED CAPITAL COST PHASING

Table: Capital cost phasing (all figures are in Rs. crore)

Project Cost Phasing (Rs. crore)	C1	C2	P1	P2	P3	P4	P5	P6	Total
Land	152	152	61	61	81	0	0	0	506
Building	4	9	0	0	0	0	0	0	13
Plant & Machinery, fixed infra, CHP	116	485	217	73	198	0	0	1	1090
Furniture & Fittings	0	0	0	0	0	0	0	0	1
Railway Siding + adnl.	0	94	93	35	0	0	0	0	222
Vehicles	0	0	0	0	0	0	0	0	1
Prospecting & Boring	17	0	1	1	1	1	0	0	21
Development Expenses	333	329	164	164	59	24	5	0	1079
Pre-operative Expenses	4	9	0	0	0	0	0	0	12
Environment Protection	0	0	0	0	0	0	0	0	0
Contingency	14	14	14	14	14	0	0	0	72
Upfront Fees	2	4	2	0	0	0	0	0	9
WC Margin Money	0	27	0	0	0	0	0	0	27
Total	642	1123	552	349	355	25	5	1	3052
Yearly Capex/Total Capex	21%	37%	18%	11%	12%	1%	0%	0%	100%
IDC on senior debt	29	113	0	0	0	0	0	0	-
Total Yearly Funding Requirements	671	1236	552	349	355	25	5	1	-
Cumulative Funding Requirement	671	1907	2459	2808	3163	3188	3193	3194	-

PAKRI BARWADIH COAL MINE
BALANCE SHEET



As at	Note	01.04.2019	31.03.2019	31.03.2018
1 ASSETS		0.00	0.00	0.00
2		0.00	0.00	0.00
3 Non-Current Assets		0.00	0.00	0.00
4 Property, plant and equipment	2	26,24,63,48,419.40	17,44,82,48,599.40	15,96,25,63,574.18
5 Capital-Work-in-Progress	3	16,60,30,33,907.84	22,55,80,90,635.84	20,27,68,18,144.36
6 Intangible Assets	4	1,82,775.93	1,82,775.93	5,70,231.87
7 Intangible Assets under Development	5	304405510.00	304405510.00	301528583.09
8 Investments in Subsidiaries and Joint Ventures	6	0.00	0.00	0.00
9 Financial Assets		0.00	0.00	0.00
10 i) Investments	7	0.00	0.00	0.00
11 ii) Trade receivables	8	0.00	0.00	0.00
12 iii) Loans	9	3,53,59,145.57	3,53,59,145.57	2,61,02,753.86
13 iv) Other financial assets	10	19,33,34,854.00	19,33,34,854.00	12,30,28,476.00
14 Other non-current assets	11	2,62,82,92,869.33	2,62,82,92,869.33	2,46,92,47,300.17
15 Total non-current assets		46,01,09,57,482.07	43,16,79,14,390.07	39,15,98,59,063.53
16		0.00	0.00	0.00
17 Current Assets		0.00	0.00	0.00
18 Inventories	12	27,73,16,606.34	27,73,16,606.34	2,19,42,177.36
19 Financial assets		0.00	0.00	0.00
20 i) Investments	13	0.00	0.00	0.00
21 ii) Trade receivables	14	0.00	0.00	0.00
22 iii) Cash and cash equivalents	15	9,28,131.07	9,28,131.07	23,14,558.45
23 iv) Bank balances other than cash and cash equivalents	16	0.00	0.00	0.00
24 v) Loans	17	1,88,75,114.97	1,88,75,114.97	1,32,77,935.80
25 vi) Other financial assets	18	35,34,729.57	35,34,729.57	2,12,733.00
26		0.00	0.00	0.00
27 Other Current Assets	19	25,34,31,613.73	25,34,31,613.73	9,29,09,489.62
28		0.00	0.00	0.00
29		0.00	0.00	0.00
30 Total Current Assets		55,40,86,195.68	55,40,86,195.68	13,06,56,894.23
31 Regulatory deferral account debit balances	20	0.00	0.00	0.00
32 TOTAL ASSETS		46,56,50,43,677.75	43,72,20,00,585.75	39,29,05,15,957.76
34 EQUITY AND LIABILITIES		0.00	0.00	0.00
35 Equity		0.00	0.00	0.00
36 Equity Share capital	21	0.00	0.00	0.00
37 Other equity	22	-8,66,86,515.88	-8,66,86,515.88	-27,09,27,338.75
38 Total equity		8,66,86,515.88	8,66,86,515.88	27,09,27,338.75
39		0.00	0.00	0.00
40 Liabilities		0.00	0.00	0.00
41 Non-Current Liabilities		0.00	0.00	0.00
42 Financial liabilities		0.00	0.00	0.00
43 i) Borrowings	23	0.00	0.00	0.00
44 ii) Trade payables	24	0.00	0.00	0.00
45 - Total outstanding dues of micro and small enterprises		2268377.91	2268377.91	29,09,396.83
46 - Total outstanding dues of creditors other than micro and small enterprises				

B M CHATRATH & CO LLP
CHARTERED ACCOUNTANTS
Firm Regn. No. 301011E / E300025

S. Sankar
SANJAY SARKAR
Partner
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R.C. Debnath
आर. सी. देबनाथ / R.C. Debnath
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S. Chakraborty
एस. चक्रवर्ती / S. CHAKRABORTY
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पकरी बरवाडीह कोयला खान परी / PBCMP
हजारबाग / Hazaribag

PAKRI BARWADIH COAL MINE
BALANCE SHEET



As at	Note	01.04.2019	31.03.2019	31.03.2018	
47	iii) Other financial liabilities	25	2,57,620.00	2,57,620.00	53,525.88
48	Provisions	26	0.00	0.00	0.00
49	Deferred Tax Liabilities (net)	27	0.00	0.00	0.00
50	Other non-current liabilities	28	0.00	0.00	0.00
51			0.00	0.00	0.00
52	Total non-current liabilities		25,25,997.91	25,25,997.91	29,62,922.71
53			0.00	0.00	0.00
54	Current Liabilities		0.00	0.00	0.00
55	Financial liabilities		0.00	0.00	0.00
56	i) Borrowings	29	0.00	0.00	0.00
57	ii) Trade Payables	30	0.00	0.00	0.00
58	- Total outstanding dues of micro and small enterprises		62,65,614.04	62,65,614.04	6,01,664.00
59	- Total outstanding dues of creditors other than micro and small enterprises		1,84,55,76,142.62	1,84,55,76,142.62	51,33,89,082.71
60	iii) Other financial liabilities	31	5,12,93,79,616.31	5,12,93,79,616.31	4,49,01,04,025.30
61	Other current liabilities	32	36,21,95,575.00	36,21,95,575.00	22,41,61,869.52
62	Provisions	33	9,94,50,89,237.76	7,10,20,46,145.76	6,25,04,97,555.70
63	Current tax liabilities (net)	34	0.00	0.00	0.00
64			0.00	0.00	0.00
65	Sub Total		17,28,85,06,185.73	14,44,54,63,093.73	11,47,87,54,197.23
66			0.00	0.00	0.00
67	Deferred Revenue	35	0.00	0.00	0.00
68	Regulatory deferral account credit balances	36	0.00	0.00	0.00
69	Inter Unit Accounts		29,36,06,98,009.99	29,36,06,98,009.99	28,07,97,26,176.57
70			0.00	0.00	0.00
71	TOTAL EQUITY AND LIABILITIES		46,56,50,43,677.76	43,72,20,00,585.75	39,29,05,15,957.76
72	Significant Accounting Policies as per Note 1	1	0.00	0.00	0.00
73			0.00	0.00	0.00
74	The accompanying notes 1 to 44 form an integral part of these financial statements.		0.00	0.00	0.00
75			0.00	0.00	0.00
76			0.00	0.00	0.00

(Auditor Initial & Stamp)

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Firm Regn. No. 301011E / E300025

Sankar
SANJAY SARKAR
Partner
Membership No. 064305

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(Signature)
(Head of Finance)

आर. सी. देबनाथ / R.C. Debnath
अपर महाप्रबंधक (वित्त) / AGM (Finance)
एनटीपीसी लिमिटेड / NTPC Limited

(Signature)
(Head of Unit)

एस० चक्रवर्ती / S. CHAKRABORTY
महाप्रबंधक (परियोजना) / GM (Project)
एनटीपीसी लिमिटेड / NTPC Limited
पकरी बरवाडीह कोयला खाना प्रा० / PBCMP
हजारबाग / Hazarbag



A Maharatna Company

PAKRI BARWADIH COAL MINE
STATEMENT OF PROFIT AND LOSS

(Amount in Rs.)

	For the Year ended	Note	01.04.2019	31.03.2019	31.03.2018
1	Revenue		0.00	0.00	0.00
2	Revenue from operations	37	0.00	0.00	0.00
3	Other income	38	0.00	20,71,22,045.63	30,46,315.49
5	Total Revenue		0.00	20,71,22,045.63	30,46,315.49
7	Expenses		0.00	0.00	0.00
8	Fuel		0.00	0.00	0.00
9	Employee benefits expense	39	0.00	33,76,735.82	14,47,042.82
10	Electricity Purchased		0.00	0.00	0.00
11	Finance costs	40	0.00	0.00	0.00
12	Depreciation, amortization and impairment expense	41	0.00	0.00	0.00
13			0.00	0.00	0.00
14	Other expenses	42	0.00	1,95,04,485.94	20,30,58,563.18
15	CC expenses charge to revenue		0.00	0.00	0.00
16	Less: Unit expenses transferred to CC		0.00	0.00	0.00
17	Total expenses		0.00	2,28,81,222.76	20,45,05,606.00
20	Profit before exceptional items & tax		0.00	18,42,40,822.87	-20,14,59,290.51
21	Exceptional items		0.00	0.00	0.00
22	Profit before tax		0.00	18,42,40,822.87	-20,14,59,290.51
23	Tax expense:		0.00	0.00	0.00
24	Current tax		0.00	0.00	0.00
25	Deferred tax		0.00	0.00	0.00
27			0.00	0.00	0.00
28	Total Tax expense		0.00	0.00	0.00
29	Profit for the period before regulatory deferral account balances		0.00	18,42,40,822.87	-20,14,59,290.51
30	Movement in regulatory deferral account balances		0.00	0.00	0.00
31	Regulatory deferred account - deferred		0.00	0.00	0.00
32	Others		0.00	0.00	0.00
33	Tax impact on Other regulatory deferral account balances		0.00	0.00	0.00
34	Movement in Regulatory deferral account balances (Net of Tax)		0.00	0.00	0.00
35	Profit for the period/ year		0.00	18,42,40,822.87	-20,14,59,290.51
50	Earnings per equity share:		0.00	0.00	0.00
51	Basic & Diluted	1	0.00	0.00	0.00
53	Significant Accounting Policies		0.00	0.00	0.00
54	Expenditure during construction period (Net)/Dev. of coal mines (net) 43 /43A		0.00	0.00	0.00
55	The accompanying notes 1 to 44 form an integral part of these financial statements.		0.00	0.00	0.00

B M CHATRATH & CO LLP
(A CA FIRM)
CHARTERED ACCOUNTANTS
Firm Regn. No. 301011E / E300025
Sarkar,
SANJAY SARKAR
Partner
Membership No. 064305


(Head of Finance)

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हज़ारीबाग / Hazaribag,

UDIN 19064305AAAAJ8774



A Maharatna Company

PAKRI BARWADIH COAL MINE

OTHER COMPREHENSIVE INCOME

(Amount in Rs.)

For the Period ended	01.04.2019	31.03.2019	31.03.2018
001	0.00	0.00	0.00
002 Other comprehensive income	0.00	0.00	0.00
003 (A) Items that will not be reclassified to profit or loss	0.00	0.00	0.00
004 Net gains/(losses) on fair value of equity instruments through other comprehensive income	0.00	0.00	0.00
005 Income tax on above that will not be reclassified to profit or loss	0.00	0.00	0.00
006 Net actuarial gains/(losses) on defined benefit plans	0.00	0.00	-2,413.08
007 Income tax on above that will not be reclassified to profit or loss	0.00	0.00	0.00
008	0.00	0.00	0.00
009 (B) Items that will be reclassified to profit or loss	0.00	0.00	0.00
010 Income tax relating to above items that will be reclassified to profit or loss	0.00	0.00	0.00
011	0.00	0.00	0.00
012 Other comprehensive income for the year, net of income tax	0.00	0.00	-2,413.08
013	0.00	0.00	0.00
014 Total comprehensive income for the year (A+B)	0.00	0.00	-2,413.08



Note forming part of Balance Sheet
 Note 2 : Property, Plant And Equipment
 Business Area : I040

(Amount in Rupees)

Asset Class	Opening Gross Block As At 01.04.2019		Additions		Deductions/ Adjustments As At 01.04.2019		Closing Gross Block As At 01.04.2019		Opening 01.04.2019		Additions Adjustments As At 01.04.2019		Closing Depreciation As At 01.04.2019		Net Block As At 01.04.2019		Net Block As At 31.03.2019		
	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	As At	
1 TANGIBLE ASSETS																			
2 Land : (including development expenses)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 Freehold	3086405998.00	3086405998.00	0.00	0.00	0.00	0.00	0.00	3086405998.00	0.00	0.00	0.00	0.00	0.00	0.00	3086405998.00	3086405998.00	3086405998.00	3086405998.00	3086405998.00
4 Leasehold	14720026811.48	14720026811.48	0.00	0.00	0.00	0.00	14720026811.48	0.00	697803908.80	0.00	0.00	0.00	0.00	697803908.80	14022222902.68	14022222902.68	14022222902.68	14022222902.68	14022222902.68
5 Submergence	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6 Roads, bridges, culverts & helipads	90823297.11	90823297.11	0.00	0.00	0.00	0.00	90823297.11	0.00	11866844.09	0.00	0.00	0.00	0.00	11866844.09	78956453.02	78956453.02	78956453.02	78956453.02	78956453.02
7 Building :	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8 Freehold	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9 Main plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10 Others	202860765.12	202860765.12	0.00	0.00	0.00	0.00	202860765.12	0.00	50722658.01	0.00	0.00	0.00	0.00	50722658.01	152138107.11	152138107.11	152138107.11	152138107.11	152138107.11
11 Leasehold	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 Temporary erection	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13 Water Supply, drainage & sewerage system	11644287.26	11644287.26	0.00	0.00	0.00	0.00	11644287.26	0.00	1760415.66	0.00	0.00	0.00	0.00	1760415.66	9883871.58	9883871.58	9883871.58	9883871.58	9883871.58
14 Dams, Spillways, Weirs, Canals, reinforced concrete flumes & siphons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15 Reinforced concrete pipelines and surge tanks, steel pipelines, sluice gates, steel surged tanks, hydraulic control valves and	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16 MGR track and signalling system	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17 Railway siding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 Earth dam reservoir	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19 Plant and machinery (including associated civil works) Owned Asset	31725610.47	31725610.47	0.00	0.00	0.00	0.00	31725610.47	0.00	6479339.21	0.00	0.00	0.00	0.00	6479339.21	25246271.26	25246271.26	25246271.26	25246271.26	25246271.26



Asset Class	Opening Gross Block As At 01.04.2019		Additions		Deductions/ Adjustments		Closing Gross Block As At 01.04.2019		Opening 01.04.2019		Additions/ Depreciation As At As At		Closing Depreciation As At 01.04.2019		Net Block As At 01.04.2019		Net Block As At 31.03.2019		
20 Plant and machinery(including associated civil works) Leased Asset	0.00		0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	
21 Furniture and fixtures	20352039.92		0.00		0.00		20352039.92		7726918.23		0.00		0.00	7726918.23		12625121.69		12625121.69	
22 Assets under 5 Km Scheme	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
23 Vehicles - Owned	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
24 Vehicles - Leased	614119.00		0.00		0.00		614119.00		447795.11		0.00		0.00	447795.11		166323.89		166323.89	
25 Office equipment	21411456.26		0.00		0.00		21411456.26		11754601.93		0.00		0.00	11754601.93		9656854.33		9656854.33	
26 EDP, WP machines and satcom equipment	25537471.02		0.00		0.00		25537471.02		15676544.99		0.00		0.00	15676544.99		9860926.03		9860926.03	
27 Construction equipments	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
28 Electrical Installations	43591038.33		0.00		0.00		43591038.33		12984548.64		0.00		0.00	12984548.64		30606489.69		30606489.69	
29 Communication equipments	9381534.02		0.00		0.00		9381534.02		1836523.73		0.00		0.00	1836523.73		7545010.29		7545010.29	
30 Hospital equipments	512150.34		0.00		0.00		512150.34		44824.51		0.00		0.00	44824.51		467325.83		467325.83	
31 Laboratory and workshop equipments	2977525.96		0.00		0.00		2977525.96		510581.96		0.00		0.00	510581.96		2466944.00		2466944.00	
32 Capital expenditure on assets not owned by the Company	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
33 Assets of Government	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
34 Less:Grants from Government	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
35 Less: Recoverable from GOI	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
36 Assets for ash utilisation	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
37 (Less):-Adjusted from fly ash utilisation reserve fund	0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00		0.00		0.00	
38 Mining Properties	0.00		8798099820.00		0.00		8798099820.00		0.00		0.00		0.00	0.00		8798099820.00		8798099820.00	
Grand Total (Tangible)	18267864104.29		8798099820.00		0.00		27065963924.29		819615504.85		0.00		0.00	819615504.89		26246348419.40		17448248599.40	
Grand Total Prev Year (Tangible)	18267864104.29		1606008519.46		(23765726.88)		18267864104.29		819615504.85		360868418.11		2887196.99	819615504.89		17448248599.40		17448248599.40	



Particulars	Gross Block		Depreciation/Amortization	
	Tangible As At: 01.04.2019	Tangible As At: 31.03.2019	Tangible As At: 01.04.2019	Tangible As At: 31.03.2019
	Disposal of assets	0.00	0.00	0.00
Retirement of assets	0.00	0.00	0.00	0.00
Cost adjustments	0.00	0.00	0.00	0.00
Assets capitalised with retrospective effect / Write back of excess capitalisation	0.00	0.00	0.00	0.00
Depreciation on construction equipment capitalised as EDC	0.00	0.00	0.00	0.00
Prior Period Depreciation due to Assets capitalised with retrospective effect / Write back of excess capitalisation	0.00	0.00	0.00	0.00
Special Depreciation (As per New Policy)	0.00	0.00	0.00	0.00
Transfer in /out because of Inter Unit transfers	0.00	0.00	0.00	0.00
Others	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

Note:- Additions during the year includes capital expenditure towards CSR (in Rs.) : 0.00



Note forming part of Balance Sheet
 Note 3 : Capital-Work-in-Progress

Business Area : 1040 PAKRI BARWADIH COAL MINE

(Amount in Rupees)

Sl No	Asset Class	As At 01.04.2019	Addition	Deduction/ Adjustment	Capitalized	As At 01.04.2019
	1	2	3	4	5	6
1	CAPITAL WORK-IN-PROGRESS					
2	Development of land	1397325.00	0.00	0.00	0.00	1397325.00
3	Roads, bridges, culverts & helipads	107856907.00	0.00	68805672.41	0.00	176662479.41
4	Piling and foundation	0.00	0.00	0.00	0.00	0.00
5	Buildings :					0.00
6	Main plant	0.00	0.00	0.00	0.00	0.00
7	Others	206040869.89	0.00	131440446.46	0.00	337481316.35
8	Temporary erection	0.00	0.00	0.00	0.00	0.00
9	Water supply, drainage and sewerage system	0.00	0.00	0.00	0.00	0.00
10	Dams, Spillways, Weirs, Canals, reinforced concrete flumes &					
11	Reinforced concrete pipelines and surge tanks, steel pipelin					
12	MGR track and signalling system	0.00	0.00	0.00	0.00	0.00
13	Railway siding	0.00	0.00	0.00	0.00	0.00
14	Earth dam reservoir	0.00	0.00	0.00	0.00	0.00
15	Plant and equipment	5852563104.40	0.00	4146634817.61	0.00	9999397922.01
16	Furniture and fixtures	0.00	0.00	0.00	0.00	0.00
17	Vehicles					
18	Office equipment					
19	EDP/WP machines & satcom equipment		0.00	0.00	0.00	0.00
20	Construction equipments					
21	Electrical installations	1325776400.43	0.00	364125229.37	0.00	1689901629.80
22	Communication equipment					
23	Hospital equipments					
24	Laboratory and workshop equipments					
25	Assets under 5Km Scheme of the GOI					
26	Capital expenditure on assets not owned by the company					
27	Expenditure towards development of coal mines	15005669507.73	2843043092.00	4711206065.85	8796099820.00	4339306713.88
28	Survey, Investigation, Consultancy & Supervision Cha					
29	Difference in exchange on foreign currency loans	0.00	0.00	0.00	0.00	0.00



SI No	Asset Class	As At 01.04.2019	Addition	Deduction/ Adjustment	Capitalized	As At 01.04.2019
30	Expenditure towards diversion of forest land					
31	Pre-commissioning expenses (net)		0.00	0.00		0
32	ExpPendAlloca-oth ex attribut Project	0	0.00	0.00	0.00	0
33	Expenditure During Construction Period (net)*	0.00	0.00	0.00	0.00	0
34	LESS : Allocated to related works					
35	LESS : Provision for Unservicable works					
36	Construction stores* (At Cost)					
37	Steel	0.00	0.00	0.00	0.00	0
38	Cement	0.00	0.00	0.00	0.00	0.00
39	Others	58886521.39	0.00	0.00	0.00	58886521.39
40	Sub-total	58886521.39	0.00	0.00	0.00	58886521.39
41	LESS : Provision for shortages	0.00	0.00	0.00	0.00	0
42	Sub-total	58886521.39	0.00	0.00	0.00	58886521.39
43	Total CWIP	22558090635.84	2843043092.00	0.00	8798099820.00	16603033907.84
44						
45						
46	PREVIOUS YEAR TOTAL	20276818144.36	14390192208.02	11928414994.84	99771443.08	22558090635.84

Note:- Additions during the year includes capital expenditure towards CSR (in Rs.) :

0.00



Note forming part of Balance Sheet
 Note-4 Non Current Assets- Intangible Assets

Business Area : 1040 PAKRI BARWADIH COAL MI

(Amount in Rupees)

Asset Class	Opening Gross Block As At 01.04.2019	Additions	Deductions/ Adjustments	Closing Gross Block As At 01.04.2019	Opening Depreciation As At 01.04.2019	Additions	Deductions/ Adjustments	Closing Depreciation As At 01.04.2019	Net Block As At 01.04.2019	Net Block As At 31.03.2019
INTANGIBLE ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1 Right of Use- Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 -Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 -Software	2564119.84	0.00	0.00	2564119.84	2381343.91	0.00	0.00	2381343.91	182775.93	182775.93
Grand Total (Intangible)	2564119.84	0.00	0.00	2564119.84	2381343.91	0.00	0.00	2381343.91	182775.93	182775.93
Grand Total Prev Year (Intangible)	2564119.84	0.00	0.00	2564119.84	1993887.97	0.00	0.00	1993887.97	570231.87	570231.87

Details of Adjustments of Gross Block and Depreciation/Amortization

Particulars	Gross Block		Depreciation/Amortization	
	InTangible As	InTangible	InTangible As	InTangible As At:
Disposal of assets	0.00	0.00	0.00	0.00
Retirement of assets	0.00	0.00	0.00	0.00
Cost adjustments	0.00	0.00	0.00	0.00
Assets capitalised with retrospective effect / Write back of	0.00	0.00	0.00	0.00
Depreciation on construction equipment capitalised as	0.00	0.00	0.00	0.00
Prior Period Depreciation due to Assets capitalised with	0.00	0.00	0.00	0.00
Special Depreciation (As per New Policy)	0.00	0.00	0.00	0.00
Transfer in /out because of Inter Unit transfers	0.00	0.00	0.00	0.00
Others	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

Note:- Additions during the year includes capital expenditure towards CSR (in Rs.) : 0.00



Note forming part of Balance Sheet
 Note 5: Intangible Assets under Development
 Business Area: PAKRI BARWADIH COAL MINE

SI No	Asset Class	As At 01.04.2019 2	Addition 3	Deduction/ Adjustment 4	Capitalized 5	As At 01.04.2019 6
1	INTANGIBLE ASSETS UNDER DEVELOPMENT					
2	Software					
3	Right to use Others					
4	Exploration and Evaluation Expenditure - Coal Mini	30,44,05,510.00				30,44,05,510.00
5	Exploratory wells-in-progress					
6	Less: Provision for exploratory wells-in-progress					
7	Total	30,44,05,510.00				30,44,05,510.00
8	PREVIOUS YEAR TOTAL-I					

Note:- Additions during the year includes capital expenditure towards CSR (in Rs.) :

0.00



NOTE NO. 6 TO THE FS-NCA-INVESTMENTS IN SUBSIDIARIES & JOINT VENTURES

Business Area :1040 PAKRI BARWADIH COAL MINE

Sl No	As at	No. of shares	Face value	01.04.2019	31.03.2019	31.03.2018
001	NON CURRENT INVESTMENTS Investments					
	in subsidiaries and joint ventures			0	0	0
012	Equity Instruments - Unquoted-(fully paid up unless otherwise stated, at cost)			0	0	0
013	Subsidiary Companies					
014	Patratu Vidyut Utpadan Nigam Ltd.			0	0	0
015	NTPC Electric Supply Company Ltd.			0	0	0
016	NTPC Vidyut Vyapar Nigam Ltd.			0	0	0
017	Nabinagar Power Generating Company Ltd.			0	0	0
018	Kanti Bijlee Utpadan Nigam Ltd.			0	0	0
019	Bhartiya Rail Bijlee Company Ltd.			0	0	0
020	Sub Total			0	0	0
055	Joint Venture Companies					
056	Utility Powertech Ltd.			0	0	0
057	NTPC GE Power Services Pvt.Ltd.			0	0	0
058	NTPC-SAIL Power Company Ltd.			0	0	0
059	NTPC-Tamil Nadu Energy Company Ltd.			0	0	0
060	Ratnagiri Gas & Power Private Ltd.			0	0	0
061	Aravali Power Company Private Ltd.			0	0	0
062	NTPC-SCCL Global Ventures Private Ltd.			0	0	0
063	NTPC BHEL Power Projects Private Ltd.			0	0	0
064	Meja Urja Nigam Private Limited			0	0	0
065	BF-NTPC Energy Systems Ltd.			0	0	0
066	National Power Exchange Ltd.			0	0	0
067	Nabinagar Power Generating Company Ltd.			0	0	0
068	Transformer and Electrical Kerala Ltd.			0	0	0
069	National High Power Test Laboratory Private Ltd.			0	0	0
070				0	0	0
071	CIL NTPC Urja Private Ltd. 0.00			0	0	0
072	Anushakti Vidhyut Nigam Ltd.			0	0	0
073	Energy Efficiency Services Ltd.			0	0	0
074						
075	Trincomalee Power Company Ltd.			0	0	0
076	Bangladesh-India Friendship Power Company (Pvt.) Ltd.			0	0	0
077	Hindustan Urvarak & Rasayan Limited			0	0	0
078	Konkan LNG Pvt. Ltd			0	0	0
079						
080						
081	Sub Total			0	0	0
109	Aggregate amount of impairment in the value of investments			0	0	0
110						
111						
134	Total			0	0	0
135	Details of Investments			0	0	0
136	Aggregate amount of Unquoted Investments					
141						
142						



143				
144				
145				
153	Valuation of Investments as per Note 1.	0	0	0
154		0	0	0
202		0	0	0



NOTE NO. 7 TO THE FS-NCA-INVESTMENTS
Business Area :1040 PAKRI BARWADIH COAL MINE

SI No	As at	No. of shares	Face value	01.04.2019	31.03.2019	31.03.2018
001	Non-current financial assets (Investments)					
				0	0	0
006	Long Term - Trade					
007	Equity Instruments (fully paid up-unless otherwise stated)					
	Ltd.			0	0	0
008	Quoted			0	0	0
009	Joint Venture Companies			0	0	0
010	PTC India Ltd.					
070	International Coal Ventures Private Ltd.					
075	BF-NTPC Energy Systems Ltd.			0	0	0
098						
110	Cooperative Societies					
111	Sub Total			0	0	0
112	Aggregate amount of impairment in the value of investments			0	0	0
115	Total			0	0	0
120						
146	NTPC Employees Consumers and Thrift Co-operative Society Ltd. Korba			0	0	0
147	NTPC Employees Consumers and Thrift Cooperative Society Ltd. RSTPP			0	0	0
148	NTPC Employees Consumers Cooperative Society Ltd. Farakka			0	0	0
149	NTPC Employees Consumers Cooperative Society Ltd. Vindhyachal			0	0	0
150	NTPC Employees Consumers Cooperative Society Ltd. Anta			0	0	0
151	NTPC Employees Consumers Cooperative Society Ltd. Kawas			0	0	0
152	NTPC Employees Consumers Cooperative Society Ltd. Kaniha			0	0	0



PAKRI BARWADIH COAL MINE

NOTE NO. 8 TO THE FS-NCA-TRADE RECEIVABLES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Non-current financial assets - Trade receivables	0.00	0.00	0.00
2 Unsecured, considered good	0.00	0.00	0.00
3 With significant increase in Credit Risk	0.00	0.00	0.00
4 Credit impaired	0.00	0.00	0.00
5 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 9 TO THE FS-NCA-LOANS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Loans (Non Current)	0.00	0.00	0.00
4 Related Parties	0.00	0.00	0.00
5 Secured	0.00	0.00	0.00
6 Un-Secured	0.00	0.00	0.00
7 With significant increase in Credit Risk	0.00	0.00	0.00
8 Credit impaired	0.00	0.00	0.00
9	0.00	0.00	0.00
10 Employees(including accrued interest)	0.00	0.00	0.00
11 Secured	2,03,24,361.61	2,03,24,361.61	85,86,924.31
12 Unsecured	3,08,35,377.89	3,08,35,377.89	2,78,00,937.98
13 With significant increase in Credit Risk	0.00	0.00	0.00
14 Credit impaired	0.00	0.00	0.00
15 Less : Employee Loans Discounting	0.00	0.00	0.00
16 Secured	75,87,249.05	75,87,249.05	29,30,373.45
17 Unsecured	82,13,344.88	82,13,344.88	73,54,734.98
18 Loan to State Government in settlement of dues from customers (Unsecured)	0.00	0.00	0.00
19 Others	0.00	0.00	0.00
20 Secured	0.00	0.00	0.00
21 Unsecured	0.00	0.00	0.00
22 With significant increase in Credit Risk	0.00	0.00	0.00
23 Credit impaired	0.00	0.00	0.00
24 Less: Allowance for credit impaired loans	0.00	0.00	0.00
25 Sub Total	3,53,59,145.57	3,53,59,145.57	2,61,02,753.86
26	0.00	0.00	0.00
27 Total	3,53,59,145.57	3,53,59,145.57	2,61,02,753.86
28	0.00	0.00	0.00
29	0.00	0.00	0.00
30 Due from Directors and Officers of the Company	0.00	0.00	0.00
31 Directors	0.00	0.00	0.00
32 Officers	0.00	0.00	0.00
33	0.00	0.00	0.00
34 Loans to related parties include:	0.00	0.00	0.00
35 i)Key management personel	0.00	0.00	0.00
36 ii)Subsidiary companies	0.00	0.00	0.00
37 iii)Joint Venture companies	0.00	0.00	0.00
38 iv)Others	0.00	0.00	0.00
39	0.00	0.00	0.00
54 Other loans represent loans given to	0.00	0.00	0.00
55 a) APIIC	0.00	0.00	0.00
60	0.00	0.00	0.00
61 RPD	0.00	0.00	0.00
62 i)Key management personel	0.00	0.00	0.00
63 ii)Subsidiary companies	0.00	0.00	0.00
64 iii)Joint Venture companies	0.00	0.00	0.00
65 iv)Others	0.00	0.00	0.00
66 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 10 TO THE FS-NCA-OTHER FINANCIAL ASSETS**(Amount in Rs.)**

As at	01.04.2019	31.03.2019	31.03.2018
1 Other Financial Assets (non current)	0.00	0.00	0.00
2	0.00	0.00	0.00
3 Share application money pending allotment in (Subsidiary Companies) :	0.00	0.00	0.00
4 NTPC Electric Supply Company Ltd.	0.00	0.00	0.00
5 NTPC Vidyut Vyapar Nigam Ltd.	0.00	0.00	0.00
6 Nabinagar Power Generating Company Ltd.	0.00	0.00	0.00
7 Kanti Bijlee Utpadan Nigam Ltd.	0.00	0.00	0.00
8 Bhartiya Rail Bijlee Company Ltd.	0.00	0.00	0.00
9 Patratu Vidyut Utpadan Nigam Ltd.	0.00	0.00	0.00
10	0.00	0.00	0.00
11 Total	0.00	0.00	0.00
12	0.00	0.00	0.00
13 Share application money pending allotment (Joint Venture)	0.00	0.00	0.00
14 Utility Powertech Ltd.	0.00	0.00	0.00
15 NTPC GE Power Services Pvt.Ltd.	0.00	0.00	0.00
16 NTPC-SAIL Power Company Ltd.	0.00	0.00	0.00
17 NTPC-Tamil Nadu Energy Company Ltd.	0.00	0.00	0.00
18 Ratnagiri Gas & Power Private Ltd.	0.00	0.00	0.00
19 Aravali Power Company Private Ltd.	0.00	0.00	0.00
20 NTPC-SCCL Global Ventures Private Ltd.	0.00	0.00	0.00
21 NTPC BHEL Power Projects Private Ltd.	0.00	0.00	0.00
22 Meja Urja Nigam Private Limited	0.00	0.00	0.00
23 BF-NTPC Energy Systems Ltd.	0.00	0.00	0.00
24 Anushakti Vidhyut Nigam Ltd.	0.00	0.00	0.00
25 Nabinagar Power Generating Company Ltd.	0.00	0.00	0.00
26 Energy Efficiency Services Ltd.	0.00	0.00	0.00
27 National High Power Test Labortory Private Ltd.	0.00	0.00	0.00
28	0.00	0.00	0.00
29 CIL NTPC Urja Private Ltd.	0.00	0.00	0.00
30 Trincomalee Power Company Ltd.	0.00	0.00	0.00
31 Hindustan Urvarak & Rasayan Limited	0.00	0.00	0.00
32 Bangladesh-India Friendship Power Company Private Ltd.	0.00	0.00	0.00
33 Sub Total	0.00	0.00	0.00
34	0.00	0.00	0.00
35 Claims Recoverable	0.00	0.00	0.00
36 Finance Lease Recoverable	0.00	0.00	0.00
37 Mine Closure Deposit	193334854.00	193334854.00	123028476.00
38	0.00	0.00	0.00
39 Total	193334854.00	193334854.00	123028476.00



PAKRI BARWADIH COAL MINE

NOTE NO. 11 TO THE FS-NCA-OTHER NON-CURRENT ASSETS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Other Non-current Assets	0.00	0.00	0.00
2	0.00	0.00	0.00
3 CAPITAL ADVANCES	0.00	0.00	0.00
4 Secured	0.00	0.00	0.00
5 Unsecured	0.00	0.00	0.00
6 Covered by Bank Guarantee	53,36,11,959.09	53,36,11,959.09	62,21,47,228.00
7 Others	2,07,07,02,037.56	2,07,07,02,037.56	1,82,75,54,445.96
8 Considered doubtful	0.00	0.00	0.00
9 Less: Allowance for bad & doubtful advances	0.00	0.00	0.00
10 Sub-Total	2,60,43,13,996.65	2,60,43,13,996.65	2,44,97,01,673.96
11	0.00	0.00	0.00
12 Advances other than capital advances	0.00	0.00	0.00
13 Security deposits	1,09,89,835.00	1,09,89,835.00	1,09,89,835.00
19 Advances to Related parties	0.00	0.00	0.00
24 Advances to Contractors & Suppliers	0.00	0.00	0.00
26 Less: Allowance for bad & doubtful advances	0.00	0.00	0.00
39 Advance tax & tax deducted at source	0.00	0.00	1,41,163.00
40 Less:- Provision for current tax	0.00	0.00	0.00
41	0.00	0.00	0.00
42 Sub Total	0.00	0.00	1,41,163.00
43 Deferred Payroll Expenses (Secured)	63,65,536.49	63,65,536.49	25,53,515.47
44 Deferred Payroll Expenses (Unsecured)	66,23,501.19	66,23,501.19	58,61,112.74
45 Deferred Foreign Currency Fluctuation Asset	0.00	0.00	0.00
47 Total	2,62,82,92,869.33	2,62,82,92,869.33	2,46,92,47,300.17
48	0.00	0.00	0.00
50	0.00	0.00	0.00
61 Advances include amount due from the following Private Companies in which Directors of the Company are also Directors in such Companies	0.00	0.00	0.00
63	0.00	0.00	0.00
64 NTPC GE Power Services Pvt.Ltd.	0.00	0.00	0.00
65	0.00	0.00	0.00
66 Ratnagiri Gas & Power Private Ltd.	0.00	0.00	0.00
67 Aravali Power Company Private Ltd.	0.00	0.00	0.00
68 NTPC-SCCL Global Ventures Private Ltd.	0.00	0.00	0.00
69 NTPC BHEL Power Projects Private Ltd.	0.00	0.00	0.00
70 Meja Urja Nigam Private Limited	0.00	0.00	0.00
71 Nabinagar Power Generating Company Ltd.	0.00	0.00	0.00
72 National High Power Test Laboratory Private Ltd.	0.00	0.00	0.00
74 CIL NTPC Urja Private Ltd.	0.00	0.00	0.00
76	0.00	0.00	0.00
77 Related Party (Adv)	0.00	0.00	0.00
78 Key Management personel	0.00	0.00	0.00
79 Subsidiary companies	0.00	0.00	0.00
80 Joint Venture companies	0.00	0.00	0.00
81 Contractors	0.00	0.00	0.00
82 Others	0.00	0.00	0.00
85 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 12 TO THE FS-CA-INVENTORIES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 INVENTORIES	0.00	0.00	0.00
2	0.00	0.00	0.00
3 Coal	29,58,35,416.14	29,58,35,416.14	2,19,42,177.36
4 Fuel oil	0.00	0.00	0.00
5 Naphtha	0.00	0.00	0.00
6 Stores and spares	0.00	0.00	0.00
7 Chemicals & consumables	0.00	0.00	0.00
8 Loose tools	0.00	0.00	0.00
9 Steel Scrap	0.00	0.00	0.00
10 Others*	0.00	0.00	0.00
11 Sub Total	29,58,35,416.14	29,58,35,416.14	2,19,42,177.36
12 Less: Provision for shortages	1,85,18,809.80	1,85,18,809.80	0.00
13 Less: Provision for obsolete/ unservicable/dimution in value of surplus inventory	0.00	0.00	0.00
14 Total	27,73,16,606.34	27,73,16,606.34	2,19,42,177.36
15 Inventories include material in transit	0.00	0.00	0.00
16 Coal	0.00	0.00	0.00
17 Fuel oil	0.00	0.00	0.00
18 Naphtha	0.00	0.00	0.00
19 Stores and spares	0.00	0.00	0.00
20 Chemicals & consumables	0.00	0.00	0.00
21 Loose tools	0.00	0.00	0.00
22 Others	0.00	0.00	0.00
23	0.00	0.00	0.00
24 *Includes items of steel,cement and ash bricks etc.	0.00	0.00	0.00
25 Inventory items other than steel scrap have been valued considering Note 1. Steel scrap has been valued at estimated realisable value.	0.00	0.00	0.00



NOTE NO. 6 TO THE FS-NCA-INVESTMENTS IN SUBSIDIARIES & JOINT VENTURES
NOTE NO. 13 TO THE FS-CA-INVESTMENTS

Sl No	As at	No. of shares	Face value	01.04.2019	31.03.2019	31.03.2018
001	CURRENT INVESTMENTS					
002	(Valuation as per Note 1)			0	0	0
003						
033	Investment in Mutual Funds					
	(Details as under)			0	0	0
034	SBI-Magnum Insta Cash Fund-DDR			0	0	0
035	SBI Premier Liquid Fund Super-IP-DDR Ltd.			0	0	0
036	SBI-SHF Ultra Short Term Fund-IP-DDR			0	0	0
037	UTI Money Market- IP-Direct-Growth			0	0	0
038	IDBI-Liquid plan- Direct-Growth			0	0	0
039	Canara Robeco Liquid Fund Super-IP-DDR			0	0	0
040	Canara Robeco Treasury Advantage Fund Super-IP-DDR			0	0	0
041	IDBI Liquid Fund-DDR			0	0	0
042	SBI Premier Liquid fund-Direct DDR (Ash Fund)			0	0	0
043	UTI Liquid CashPlan - IP - DDR (Ash Funds)			0	0	0
044	IDBI Liquid Fund - DDR - (Ash Funds)			0	0	0
046	Sub Total			0	0	0
047				0	0	0
052	Unquoted Investments			0	0	0
054						
066	Sub Total			0	0	0
067				0	0	0



PAKRI BARWADIH COAL MINE

NOTE NO. 14 TO THE FS-CA-TRADE RECEIVABLES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 TRADE RECEIVABLES (current)*	0.00	0.00	0.00
2	0.00	0.00	0.00
3 Secured, Considered Good	0.00	0.00	0.00
4 Unsecured , considered good	0.00	0.00	0.00
5 With significant increase in Credit Risk	0.00	0.00	0.00
6 Credit impaired	0.00	0.00	0.00
7 Sub-Total	0.00	0.00	0.00
8 Total	0.00	0.00	0.00
9 Less: Allowance for credit impaired receivables	0.00	0.00	0.00
10 Total	0.00	0.00	0.00
11	0.00	0.00	0.00
13 * After adjustment for Unbilled Revenue	0.00	0.00	0.00
14 Long-term trade receivables	0.00	0.00	0.00
15	0.00	0.00	0.00
16	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 15 TO THE FS-CA-CASH AND CASH EQUIVALENTS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 CASH & BANK BALANCES	0.00	0.00	0.00
2 Cash & Cash Equivalents	0.00	0.00	0.00
3 Balances with Banks	9,28,131.07	9,28,131.07	23,14,558.45
4 Cheques & Drafts on hand	0.00	0.00	0.00
5 Cash on hand	0.00	0.00	0.00
6 Others (stamps in hand)	0.00	0.00	0.00
7 Bank deposits with original maturity upto three months	0.00	0.00	0.00
8 Balances with RBI	0.00	0.00	0.00
9	0.00	0.00	0.00
10 Total	9,28,131.07	9,28,131.07	23,14,558.45



PAKRI BARWADIH COAL MINE

NOTE NO. 16 TO THE FS-CA-BANK BALANCES OTHER THAN CASH AND CASH EQUIVALENTS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
001 Other Bank Balances	0.00	0.00	0.00
	0.00	0.00	0.00
002 Deposits with original maturity of more than three months but not more than twelve months	0.00	0.00	0.00
003 Earmarked balances with banks*	0.00	0.00	0.00
004 Sub Total	0.00	0.00	0.00
005 Interest accrued on deposits	0.00	0.00	0.00
006 Total	0.00	0.00	0.00
007	0.00	0.00	0.00
008 Earmarked balances with banks consist of :	0.00	0.00	0.00
009 Unpaid dividend account balance	0.00	0.00	0.00
010 Towards public deposit repayment reserve	0.00	0.00	0.00
011 Towards redemption of bonds due for repayment within one year	0.00	0.00	0.00
012 Security with Government/other authorities	0.00	0.00	0.00
013 Unpaid refund/interest account balance - Tax free bonds/ Bonus Debentures	0.00	0.00	0.00
014 Earmarked for RGGVY/DDUGJY/SAUBHAGYA Fund	0.00	0.00	0.00
015 Earmarked for Flyash Utilisation Reserve Fund	0.00	0.00	0.00
016 Deposits with original maturity upto three months as per court orders	0.00	0.00	0.00
017 Others	0.00	0.00	0.00
018 Total	0.00	0.00	0.00
019	0.00	0.00	0.00
022 Bank deposits with original maturity of less than three months- other than earmarked	0.00	0.00	0.00
023 Bank deposits with original maturity of more than three months but not more than twelve months other than earmarked	0.00	0.00	0.00
025 Earmarked bank balances (current account)	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 17 TO THE FS-CA-LOANS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Current financial assets - Loans	0.00	0.00	0.00
2 Loans (current)-including interest accrued	0.00	0.00	0.00
4 Related Parties	0.00	0.00	0.00
5 Secured	0.00	0.00	0.00
6 Un-Secured	0.00	0.00	0.00
7 With significant increase in Credit Risk	0.00	0.00	0.00
8 Credit impaired	0.00	0.00	0.00
9	0.00	0.00	0.00
10 Employees	0.00	0.00	0.00
11 Secured	31,48,219.00	31,48,219.00	15,34,321.31
12 Unsecured	1,57,26,895.97	1,57,26,895.97	1,17,43,614.49
13 With significant increase in Credit Risk	0.00	0.00	0.00
14 Credit impaired	0.00	0.00	0.00
15 Less : Employee Loans Discounting	0.00	0.00	0.00
16 Loan to State Government in settlement of dues from customers (Unsecured)	0.00	0.00	0.00
17	0.00	0.00	0.00
18 Others	0.00	0.00	0.00
19 Secured	0.00	0.00	0.00
20 Unsecured	0.00	0.00	0.00
21 With significant increase in Credit Risk	0.00	0.00	0.00
22 Credit impaired	0.00	0.00	0.00
23	0.00	0.00	0.00
24 Less: Allowance for credit impaired loans	0.00	0.00	0.00
25 Total (Loans)	1,88,75,114.97	1,88,75,114.97	1,32,77,935.80
26	0.00	0.00	0.00
27 Due from Directors and Officers of the Company	0.00	0.00	0.00
28 Directors	0.00	0.00	0.00
29 Officers	0.00	0.00	0.00
30	0.00	0.00	0.00
31 Loans to related parties include:	0.00	0.00	0.00
32 i)Key management personel	0.00	0.00	0.00
33 ii)Subsidiary companies	0.00	0.00	0.00
34 KBUNL	0.00	0.00	0.00
35 PVUNL	0.00	0.00	0.00
36	0.00	0.00	0.00
37 iii)Joint Venture companies	0.00	0.00	0.00
38 iv)others	0.00	0.00	0.00
39	0.00	0.00	0.00
59 RPD	0.00	0.00	0.00
60 i)Key management personel	0.00	0.00	0.00
61 ii)Subsidiary companies	0.00	0.00	0.00
62 iii)Joint Venture companies	0.00	0.00	0.00
63 iv)Others	0.00	0.00	0.00
64 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 18 TO THE FS-CA-OTHER FINANCIAL ASSETS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
001 Other Financial Assets (current)	0.00	0.00	0.00
002	0.00	0.00	0.00
003 ADVANCES	0.00	0.00	0.00
004	0.00	0.00	0.00
005 Related Parties	0.00	0.00	0.00
006 Secured	0.00	0.00	0.00
007 Un-Secured	-29,995.43	-29,995.43	698.00
008 Considered doubtful	0.00	0.00	0.00
009	0.00	0.00	0.00
010 Employees	0.00	0.00	0.00
012 Unsecured	35,64,725.00	35,64,725.00	2,12,035.00
013 Considered Doubtful	0.00	0.00	0.00
014	0.00	0.00	0.00
020 Others	0.00	0.00	0.00
021 Secured	0.00	0.00	0.00
022 Unsecured	0.00	0.00	0.00
023 Considered Doubtful	0.00	0.00	0.00
024	0.00	0.00	0.00
025 Less: Allowance for bad & doubtful advances	0.00	0.00	0.00
026	0.00	0.00	0.00
033 Total (Advances)	35,34,729.57	35,34,729.57	2,12,733.00
044	0.00	0.00	0.00
045 Claims Recoverable	0.00	0.00	0.00
046 Secured	0.00	0.00	0.00
047 Unsecured, considered good	0.00	0.00	0.00
048 Considered Doubtful	0.00	0.00	0.00
049 Less:- Allowance for doubtful claims	0.00	0.00	0.00
050 Others-Claims Recoverable	0.00	0.00	0.00
051	0.00	0.00	0.00
052 Unbilled Revenue	0.00	0.00	0.00
053 Hedging cost recoverable from beneficiaries	0.00	0.00	0.00
054 Derivative MTM Asset	0.00	0.00	0.00
055 Finance Lease Receivable	0.00	0.00	0.00
057 Others*	0.00	0.00	0.00
058	0.00	0.00	0.00
059 Total	35,34,729.57	35,34,729.57	2,12,733.00
060	0.00	0.00	0.00
062 * Other include amount recoverable from contractors and other parties towards hire charges, rent/electricity etc.	0.00	0.00	0.00
063	0.00	0.00	0.00
067	0.00	0.00	0.00
068 Advances to related parties include:	0.00	0.00	0.00
	0.00		
069 i)Subsidiary companies	0.00	0.00	0.00



070	ii)Joint Venture companies	0.00	0.00	0.00
071	iii)Key management personel	0.00	0.00	0.00
072	iv)Contractors	0.00	0.00	0.00
073	v)Others	0.00	0.00	0.00
074				
075	Advances include amount due from the following Private Companies in which Directors of the Company are also Directors in such Companies	0.00	0.00	0.00
076		0.00	0.00	0.00
077				
078	NTPC GE Power Services Pvt.Ltd.	0.00	0.00	0.00
079	Ratnagiri Gas & Power Private Ltd.	0.00	0.00	0.00
080	Aravali Power Company Private Ltd.	0.00	0.00	0.00
081	NTPC-SCCL Global Ventures Private Ltd.	0.00	0.00	0.00
082	NTPC BHEL Power Projects Private Ltd.	0.00	0.00	0.00
083	Meja Urja Nigam Private Limited	0.00	0.00	0.00
084	Nabinagar Power Generating Company Private Ltd.	0.00	0.00	0.00
085	National High Power Test Labortory Private Ltd.	0.00	0.00	0.00
086	International Coal Ventures Private Ltd.	0.00	0.00	0.00
087	CIL NTPC Urja Private Ltd.	0.00	0.00	0.00
089	Bangladesh-India Friendship Power Co. Pvt.Ltd	0.00	0.00	0.00
090		0.00	0.00	0.00
091	Related Party (Adv)- Employee	0.00	0.00	0.00
092	Related Party (Adv)- Subsidiaries			
093	Related Party (Adv)- Joint Ventires			
094	Related Party (Adv)- Contractors	0.00	0.00	0.00
095	Related Party (Adv)- Others	-29,995.43	-29,995.43	698.00
096	Total	-29,995.43	-29,995.43	698.00



PAKRI BARWADIH COAL MINE

NOTE NO. 19 TO THE FS-CA-OTHER CURRENT ASSETS

As at	01.04.2019	31.03.2019	31.03.2018
1 OTHER CURRENT ASSETS	0.00	0.00	0.00
2 Security Deposits (Unsecured)	0.00	0.00	0.00
3 Deposit with Customs, port trust & others*	4,89,48,884.00	4,89,48,884.00	0.00
4 ADVANCES	0.00	0.00	0.00
5	0.00	0.00	0.00
6 Related Parties	0.00	0.00	0.00
7 Secured	0.00	0.00	0.00
8 Un-Secured	0.00	0.00	16,887.00
9 Considered doubtful	0.00	0.00	0.00
10	0.00	0.00	0.00
11 Employees(including imprest)	0.00	0.00	0.00
12 Secured	0.00	0.00	0.00
13 Unsecured	3,13,188.00	3,13,188.00	36,730.00
14 Considered Doubtful	0.00	0.00	0.00
15	0.00	0.00	0.00
16 Contractors & Suppliers	0.00	0.00	0.00
17 Secured	0.00	0.00	0.00
18 Unsecured	19,36,80,295.39	19,36,80,295.39	7,06,28,398.00
19 Considered Doubtful	0.00	0.00	0.00
20	0.00	0.00	0.00
21 Others**	0.00	0.00	0.00
22 Secured	0.00	0.00	0.00
23 Unsecured	8,65,360.00	8,65,360.00	0.00
24 Considered Doubtful	0.00	0.00	0.00
25	0.00	0.00	0.00
26 Less: Allowance for bad & doubtful advances	0.00	0.00	0.00
27 Deferred Payroll Expenses (Secured)	6,70,716.36	6,70,716.36	3,09,786.24
28 Deferred Payroll Expenses (Unsecured)	14,92,086.98	14,92,086.98	12,74,401.38
29	0.00	0.00	0.00
30 Interest accrued on :	0.00	0.00	0.00
31 Advances to contractors	16,02,923.00	16,02,923.00	2,06,43,287.00
32	0.00	0.00	0.00
33 Claims Recoverable	0.00	0.00	0.00
34 Secured	0.00	0.00	0.00
35 Unsecured, considered good	58,58,160.00	58,58,160.00	0.00
36 Considered Doubtful	0.00	0.00	20,18,44,240.00
37 Less:- Allowance for doubtful claims	0.00	0.00	20,18,44,240.00
38	0.00	0.00	0.00
39 Deferred premium on forward exchange contract/ Option Assets	0.00	0.00	0.00
40 Unamortised discount on Commercial Papers	0.00	0.00	0.00
41 Assets Held for Disposal	0.00	0.00	0.00
42 Others	0.00	0.00	0.00
43 Total (Other Current Assets)	25,34,31,613.73	25,34,31,613.73	9,29,09,489.62
44 **Include Prepaid Expenses	0.00	0.00	0.00
45 *Includes sales tax/Entry tax/VAT deposited under protest with Sales Tax Authorities	0.00	0.00	0.00
46 *Includes deposited with courts	0.00	0.00	0.00
47 *Includes deposited with LIC for annuity payments	4,82,99,903.00	4,82,99,903.00	0.00
48 * Includes deposits with WRD / against BG in r/o finance lease	0.00	0.00	0.00
49 Other include amount recoverable from contractors and other	0.00	0.00	0.00
52 Advances to related parties include:	0.00	0.00	0.00
53 i)Key management personel	0.00	0.00	0.00



54	ii)Subsidiary companies	0.00	0.00	0.00
55	iii)Joint Venture companies	0.00	0.00	0.00
56	Contractors	0.00	0.00	0.00
57	Others	0.00	0.00	0.00
58		0.00	0.00	0.00
59	Advances include amount due from the following Private	0.00	0.00	0.00
60		0.00	0.00	0.00
61		0.00	0.00	0.00
62	Related Party (Adv)- Employee	0.00	0.00	0.00
63	Related Party (Adv)- Subsidiaries	0.00	0.00	0.00
64	Related Party (Adv)- Joint Venture	0.00	0.00	0.00
65	Related Party (Adv)- Contractors	0.00	0.00	16,887.00
66	Related Party (Adv)- Others	0.00	0.00	0.00
67	Total	0.00	0.00	16,887.00
68		0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 20 TO THE FS--REGULATORY DEFERRAL ACCOUNT DEBIT BALANCES (Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 On account of Exchange Differences	0.00	0.00	0.00
2 On account of employee benefit exp	0.00	0.00	0.00
3 Regulatory deferred account - deferred	0.00	0.00	0.00
4 Deferred asset for ash transportation	0.00	0.00	0.00
5 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE
NOTE NO. 21 TO THE FS-EQUITY-EQUITY SHARE CAPITAL

As at	01.04.2019	31.03.2019	31.03.2018
001 SHARE CAPITAL	0.00	0.00	0.00
002 Equity Share Capital	0.00	0.00	0.00
003 Authorised	0.00	0.00	0.00
004 10,000,000,000 equity shares of Rs.10/- each (Previous year 10,000,000,000 eq shares of Rs.10/- each)	0.00	0.00	0.00
005 Issued,Subscribed and fully Paid-up	0.00	0.00	0.00
006 8,245,464,400 equity shares of Rs.10/- (Pv. year 8,245,464,400 equity shares of Rs.10/- each)	0.00	0.00	0.00
007	0.00	0.00	0.00
008 Sub Total	0.00	0.00	0.00
009 During the year , the company has not issued/bought back any equity shares.	0.00	0.00	0.00
010 The holders of the equity shares are entitled to receive dividends as declared from time to time, and are entitled to one vote per share at meetings of the company.	0.00	0.00	0.00
011 Details of shareholders holding more than 5% shares in the company	0.00	0.00	0.00
012 - President of India	0.00	0.00	0.00
013 No. of Shares	0.00	0.00	0.00
014 % of holding	0.00	0.00	0.00
015 - Life Insurance Corporation of India	0.00	0.00	0.00
016 No. of Shares	0.00	0.00	0.00
017 % of holding	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE
NOTE NO. 22 TO THE FS-EQUITY-OTHER EQUITY

As at	01.04.2019	31.03.2019	31.03.2018
1 RESERVE AND SURPLUS	0.00	0.00	0.00
2	0.00	0.00	0.00
3 Capital Reserve	0.00	0.00	0.00
4 As per last financial statements	0.00	0.00	0.00
6 Add : Grants received during the year	0.00	0.00	0.00
7 Add: Transfer from Surplus	0.00	0.00	0.00
8 Less: Write back during the year/period	0.00	0.00	0.00
9 Less: Adjustments during the year/period	0.00	0.00	0.00
10 Sub-Total	0.00	0.00	0.00
11 Securities Premium Account	0.00	0.00	0.00
12 As per last financial statements	0.00	0.00	0.00
13 Add: Additions during the year/period	0.00	0.00	0.00
14 Less: Adjustments during the year/period	0.00	0.00	0.00
15 Sub-Total	0.00	0.00	0.00
16 Bonds Redemption Reserve	0.00	0.00	0.00
17 As per last financial statements	0.00	0.00	0.00
18 Add: Transfer from Surplus	0.00	0.00	0.00
19 Less: Transfer to surplus on redemption	0.00	0.00	0.00
20 Less: Adjustments during the year/ period	0.00	0.00	0.00
21 Sub-Total	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	0.00	0.00	0.00
27	0.00	0.00	0.00
28 Fly-ash utilisation reserve Fund	0.00	0.00	0.00
29 As per last financial statements	0.00	0.00	0.00
30 Transfer from NVVN Ltd.	0.00	0.00	0.00
31 Add: Transfer from revenue from operations	0.00	0.00	0.00
32 Add: Transfer from other income	0.00	0.00	0.00
33 Less: Utilised during the year	0.00	0.00	0.00
34 Tangible assets	0.00	0.00	0.00
35 Employee benefit expenses	0.00	0.00	0.00
36 Generation, admn. and other expenses	0.00	0.00	0.00
37 Sub-Total	0.00	0.00	0.00
38 Corporate social responsibility (CSR) reserve	0.00	0.00	0.00
39 As per last financial statements	0.00	0.00	0.00
40 Add : Transfer from surplus	0.00	0.00	0.00
41 Less:-Write back during the year	0.00	0.00	0.00
42 Sub-Total	0.00	0.00	0.00
44 General Reserve	0.00	0.00	0.00
45 As per last financial statements	0.00	0.00	0.00
46 Add: Transfer from Surplus	0.00	0.00	0.00
47 Less: Transfer to Surplus	0.00	0.00	0.00
48 Less: Write back during the year /period	0.00	0.00	0.00
49 Less: Adjustments during the year /period	0.00	0.00	0.00
50 Sub-Total			
51			
52 Retained earnings			
53 As per last financial statements	-8,60,51,086.50	-27,02,91,909.37	-6,88,32,618.86
54 Add(Less):-Changes in accounting policy / prior period errors			
55 Add(Less):-Profit (Loss) after tax for the year/period from Statement of Profit & Loss	0.00	18,42,40,822.87	-20,14,59,290.51



56		0.00	0.00	0.00
57	Add: Write back from Bond Redemption Reserve	0.00	0.00	0.00
58	Add: Write back from Capital Reserve	0.00	0.00	0.00
59	Add: Write back from Foreign Project Reserve	0.00	0.00	0.00
60	Add: Write back from CSR Reserve	0.00	0.00	0.00
61	Add: Write back from General Reserve	0.00	0.00	0.00
62	Less: Transfer to Bonds Redemption Reserve	0.00	0.00	0.00
63	Less: Transfer to Foreign Project Reserve	0.00	0.00	0.00
64	Less: Transfer to Capital Reserve	0.00	0.00	0.00
65	Less: Transfer to CSR Reserve	0.00	0.00	0.00
66	Less: Transfer to General Reserve	0.00	0.00	0.00
67	Less: Interim Dividend Paid	0.00	0.00	0.00
68	Less: Tax on Interim Dividend Paid	0.00	0.00	0.00
69	Less: Final Dividend Paid	0.00	0.00	0.00
70	Less: Tax on Final Dividend Paid	0.00	0.00	0.00
71	Less: Issue of bonus debenture	0.00	0.00	0.00
72	Less: Tax on issue of bonus debenture	0.00	0.00	0.00
73	Sub-Total	-8,60,51,086.50	-8,60,51,086.50	-27,02,91,909.37
74				
75	Remeasurement of defined benefit plans			
76	As per last financial statements	-6,35,429.38	-6,35,429.38	-6,33,016.30
77	Add/(Less):- Actuarial Gains/loss through OCI	0.00	0.00	-2,413.08
78	Sub-Total	-6,35,429.38	-6,35,429.38	-6,35,429.38
80				
81	FVTOCI Reserve			
82	As per last financial statements	0.00	0.00	0.00
83	Add(Less):- Net gain/loss of equity instruments through OCI	0.00	0.00	0.00
84	Sub-Total	0.00	0.00	0.00
85		0.00	0.00	0.00
86	Total Other equity	-8,66,86,515.88	-8,66,86,515.88	-27,09,27,338.75



PAKRI BARWADIH COAL MINE

NOTE NO. 23 TO THE FS-NCL-BORROWINGS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
001 Borrowings	0.00	0.00	0.00
002 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 24 TO THE FS-NCL-TRADE PAYABLES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 TRADE PAYABLES(NON CURRENT)	0.00	0.00	0.00
2 For Goods and Services	0.00	0.00	0.00
3 - Micro & Small Enterprises	0.00	0.00	0.00
4 - Others	2268377.91	2268377.91	29,09,396.83
5	0.00	0.00	0.00
6 Total	22,68,377.91	22,68,377.91	29,09,396.83



PAKRI BARWADIH COAL MINE

NOTE NO. 25 TO THE FS-NCL-OTHER FINANCIAL LIABILITIES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 OTHER FINANCIAL LIABILITIES (NON-CURRENT)	0.00	0.00	0.00
2 Payable for Capital Expenditure	0.00	0.00	0.00
3 - Micro & Small Enterprises	257620.00	257620.00	0.00
4 - Others	0.00	0.00	53,525.88
5 Others	0.00	0.00	0.00
6 Deposits from contractors and others	0.00	0.00	0.00
7	0.00	0.00	0.00
8	0.00	0.00	0.00
9 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 26 TO THE FS-NCL-PROVISIONS

(Amount in `)

As at	01.04.2019	31.03.2019	31.03.2018
1 LONG TERM PROVISIONS	0.00	0.00	0.00
2 Provision for Employee Benefits	0.00	0.00	0.00
3 Opening Balance	0.00	0.00	0.00
4 Additions/ (adjustments) during the year	0.00	0.00	0.00
5 Closing Balance	0.00	0.00	0.00
13	0.00	0.00	0.00
14 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 27 TO THE FS-NCL-DEFERRED TAX LIABILITIES (NET)

As at	Open Balance on 01.04.2019	Addition	Closing Balance on 01.04.2019
001 DEFERRED TAX LIABILITIES (NET)			
2 Difference of book depreciation and tax depreciation	0.00	0.00	0.00
3 Less: Deferred tax assets			
4 Provisions & Other disallowances for tax purposes	0.00	0.00	0.00
5 Disallowances u/s 43B of the Income Tax Act, 1961	0.00	0.00	0.00
6 MAT credit entitlement	0.00	0.00	0.00
7 Less:- Deferred asset for deferred tax liability	0.00	0.00	0.00
8 Total	0.00	0.00	0.00
9	0.00	0.00	0.00
10 Total	0.00	0.00	0.00
11 Breakup of deferred tax assets	0.00	0.00	0.00
12 Provision	0.00	0.00	0.00
13 Statutory dues	0.00	0.00	0.00
14 Leave encashment	0.00	0.00	0.00
15 Others	0.00	0.00	0.00
16	0.00	0.00	0.00
17	0.00	0.00	0.00
18	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 28 TO THE FS-NCL-OTHER NON-CURRENT LIABILITIES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Other Non current Liabilities	0.00	0.00	0.00
2 Advances from customers and others	0.00	0.00	0.00
3 Deposits from contractors and others	0.00	0.00	0.00
4	0.00	0.00	0.00
5 TOTAL	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 29 TO THE FS-CL-BORROWINGS

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Short Term Borrowings	0.00	0.00	0.00
2 Loans repayable on demand	0.00	0.00	0.00
3 From Banks	0.00	0.00	0.00
4 Secured	0.00	0.00	0.00
5 Cash Credit	0.00	0.00	0.00
6 Unsecured	0.00	0.00	0.00
7 Cash Credit	0.00	0.00	0.00
8 Other loans-unsecured	0.00	0.00	0.00
9 Commercial Papers	0.00	0.00	0.00
10 Total	0.00	0.00	0.00
11	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 30 TO THE FS-CL-TRADE PAYABLES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 TRADE PAYABLES	0.00	0.00	0.00
2 For Goods and Services	0.00	0.00	0.00
3 - Micro & Small Enterprises	62,65,614.04	62,65,614.04	6,01,664.00
4 - Others	1,84,55,76,142.62	1,84,55,76,142.62	51,33,89,082.71
5	0.00	0.00	0.00
6 Total	1,85,18,41,756.66	1,85,18,41,756.66	51,39,90,746.71
7	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 31 TO THE FS-CL-OTHER FINANCIAL LIABILITIES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 OTHER FINANCIAL LIABILITIES (CURRENT)	0.00	0.00	0.00
2 Current maturity of long term borrowings	0.00	0.00	0.00
3 Bonds-Secured	0.00	0.00	0.00
4 Foreign Currency Fixed Rate Notes	0.00	0.00	0.00
5 From Banks	0.00	0.00	0.00
6 Unsecured	0.00	0.00	0.00
7 Foreign currency loans	0.00	0.00	0.00
8 Rupee term loans	0.00	0.00	0.00
9 From Others	0.00	0.00	0.00
10 Unsecured	0.00	0.00	0.00
11 Foreign currency loans (Guaranteed by Government of India)	0.00	0.00	0.00
12 Other foreign currency loans	0.00	0.00	0.00
13 Rupee term loans	0.00	0.00	0.00
14 Fixed deposits	0.00	0.00	0.00
15 Sub Total	0.00	0.00	0.00
16 Current maturity of finance lease obligations (secured)	0.00	0.00	0.00
17 Current maturity of finance lease obligations (unsecured)	0.00	0.00	0.00
18 Interest accrued but not due on borrowings	0.00	0.00	0.00
19 Unpaid Dividends*	0.00	0.00	0.00
20 Unpaid matured deposits and interest accrued thereon*	0.00	0.00	0.00
21 Unpaid matured bonds and interest accrued thereon*	0.00	0.00	0.00
22 Unpaid bond refund money-Tax free bonds *	0.00	0.00	0.00
23 Book Overdraft	0.00	0.00	0.00
24 Payable to Customers	0.00	0.00	0.00
25 Liability under forward exchange contract	0.00	0.00	0.00
27 Hedging cost payable to beneficiaries	0.00	0.00	0.00
28 Derivative MTM Liability	0.00	0.00	0.00
29 Payable for Capital Expenditure	0.00	0.00	0.00
30 - Micro & Small Enterprises	3,66,18,439.80	3,66,18,439.80	2,18,53,288.42
31 - Others	5,06,42,62,890.87	5,06,42,62,890.87	4,45,68,87,038.48
32 Others Payables	0.00	0.00	0.00
34 Deposits from contractors and others	86,75,725.00	86,75,725.00	26,88,000.00
35 Gratuity Obligations	0.00	0.00	0.00
36 Payable to employees	74,42,263.24	74,42,263.24	38,25,570.00
37 Others **	1,23,80,297.40	1,23,80,297.40	48,50,128.40
38	0.00	0.00	0.00
39 Total	5,12,93,79,616.31	5,12,93,79,616.31	4,49,01,04,025.30
40 * Represents the amounts which have not been claimed by the investor/holders of the bonds/fixed deposits. Out of the above, no amount is due for payment to Investor Education and Protection Fund.	0.00	0.00	0.00
41 Include Payable to Hospital, parties for stale cheques and other payable.	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 32 TO THE FS-CL-OTHER CURRENT LIABILITIES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 OTHER CURRENT LIABILITIES	0.00	0.00	0.00
2 Advances from customers and others	0.00	0.00	0.00
3 Deferred discount on forward exchange contract	0.00	0.00	0.00
4 Tax deducted at source and other statutory dues	36,21,95,575.00	36,21,95,575.00	22,41,61,869.52
5 Others	0.00	0.00	0.00
6 Total	36,21,95,575.00	36,21,95,575.00	22,41,61,869.52



PAKRI BARWADIH COAL MINE
NOTE NO. 33 TO THE FS-CL-PROVISIONS

As at	01.04.2019	31.03.2019	31.03.2018
1 SHORT TERM PROVISIONS	0	0	0
2 Provision for Employee Benefits	0	0	0
3 Opening balance			
4 Additions/ (adjustments) during the year	0	0	0
5 Closing Balance			
28 Provisions for Obligations Incidental to Land Acquisition			
29 Opening balance	5,28,32,20,382.76	4,59,74,42,011.15	4,54,81,21,406.95
30 Additions during the year	2,84,30,43,092.00	1,21,20,90,138.00	1,10,20,47,841.00
31 Amounts paid during the year	0.00	52,63,11,766.39	1,05,27,40,110.03
32 Amounts reversed during the year	0	0	-12,873.23
33 Closing Balance	8,12,62,63,474.76	5,28,32,20,382.76	4,59,74,42,011.15
35 Provision for Tariff Adjustment	0	0	0
36 Opening balance	0	0	0
37 Additions during the year	0	0	0
38 Amounts adjusted during the year	0	0	0
39 Amounts reversed during the year	0	0	0
40 Closing Balance	0	0	0
42 Provision for shortage in Fixed Assets Pending Investigation & Others			
43 Opening balance	1,11,899.00	1,680.55	1,680.55
44 Additions during the year	0.00	1,11,899.00	0.00
45 Amounts adjusted during the year	0	0	0
46 Amounts reversed during the year	0.00	1,680.55	0
47 Closing Balance	1,11,899.00	1,11,899.00	1,680.55
48 Provision for Arbitration	0	0	
49 Opening balance	1,81,87,13,864.00	1,65,30,53,864.00	0
50 Additions during the year	0.00	16,56,60,000.00	1,65,30,53,864.00
51 Amounts used during the year	0	0	0
52 Amounts reversed during the year	0	0	0
53 Closing Balance	1,81,87,13,864.00	1,81,87,13,864.00	1,65,30,53,864.00
54 Others	0	0	0
55 Opening balance	0	0	0
56 Additions during the year	0	0	0
57 Amounts used during the year	0	0	0
58 Amounts reversed during the year	0	0	0
59 Closing Balance	0	0	0
102 Others	0	0	0
103 Total	9,94,50,89,237.76	7,10,20,46,145.76	6,25,04,97,555.70



PAKRI BARWADIH COAL MINE

NOTE NO. 34 TO THE FS-CL-CURRENT TAX LIABILITIES (NET)

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Current liabilities - current tax liabilities (net)	0.00	0.00	0.00
2 Opening balance	0.00	0.00	0.00
3 Additions during the year	0.00	0.00	0.00
4 Amounts adjusted during the year	0.00	0.00	0.00
5 Less: Set off against taxes paid	0.00	0.00	0.00
6 Closing Balance	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 35 TO THE FS--DEFERRED REVENUE

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
1 Deferred Revenue	0.00	0.00	0.00
2 On account of advance against depreciation	0.00	0.00	0.00
3 On account of income from foreign currency fluctuation	0.00	0.00	0.00
4 Government grants	0.00	0.00	0.00
5 TOTAL	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 36 TO THE FS-REGULATORY DEFERRAL ACCOUNT CREDIT BALANCES

(Amount in Rs.)

As at	01.04.2019	31.03.2019	31.03.2018
001 Regulatory deferral account credit balances	0.00	0.00	0.00
002 Exchange Differences	0.00	0.00	0.00
003 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 37 TO THE FS--REVENUE FROM OPERATIONS

(Amount in Rs.)

For the Period ended		01.04.2019	31.03.2019	31.03.2018
1	REVENUE FROM OPERATIONS	0.00	0.00	0.00
2	Sales	0.00	0.00	0.00
3	Energy Sales (including Electricity Duty)	0.00	0.00	0.00
4	Less : Advance against depreciation deferred (net)	0.00	0.00	0.00
5	Add: Revenue recognized out of advance against depreciation	0.00	0.00	0.00
6	Add : Exchange fluctuation receivable from customers	0.00	0.00	0.00
7	Sale of energy through trading	0.00	0.00	0.00
8	Sub total	0.00	0.00	0.00
9	Less: Rebate to customers	0.00	0.00	0.00
10	Energy Sales (Total)	0.00	0.00	0.00
11	Consultancy, project management and supervision fees	0.00	0.00	0.00
12	Lease rentals on assets on Operating lease	0.00	0.00	0.00
13	Total - Sales	0.00	0.00	0.00
14	Sale of fly ash/ash products	0.00	0.00	0.00
15	Less: Transferred to fly ash utilisation reserve fund	0.00	0.00	0.00
16	Sub-total	0.00	0.00	0.00
17	Other Operating Income		0.00	0.00
18	Interest from customers	0.00	0.00	0.00
19	Energy Internally Consumed *	0.00	0.00	0.00
20	Interest income on Assets under finance lease			
21	Recognized from deferred revenue - government grant	0.00	0.00	0.00
22	Provision written back- Tariff Adjustment	0.00	0.00	0.00
23	Income form Trading of ESCerts	0.00	0.00	0.00
24	Total	0.00	0.00	0.00
40	* Valued at variable cost of generation and corresponding amount included in power charges (Note No. 42)	0	0	0
41	Excise duty on sale of flyash, cenospere & ash products	0	0	0



PAKRI BARWADIH COAL MINE
NOTE NO. 38 TO THE FS--OTHER INCOME

For the Year ended	01.04.2019	31.03.2019	31.03.2018
1 OTHER INCOME	0.00	0.00	0.00
2 Interest from	0.00	0.00	0.00
4 Financial assets at amortised cost	0.00	0.00	0.00
5 Government Securities (8.5% Tax Free Bonds issued by the State Governments)	0.00	0.00	0.00
6 Other Bonds	0.00	0.00	0.00
7	0.00	0.00	0.00
8 Interest from Government of India Securities-Non-Trade	0.00	0.00	0.00
9 Less: Amortiation of premium	0.00	0.00	0.00
10 Sub Total	0.00	0.00	0.00
11 Interest from others	0.00	0.00	0.00
12 Loan to State Government in settlement of dues from customers	0.00	0.00	0.00
13 Loan to Subsidiary Companies	0.00	0.00	0.00
14 Loan to Employees	0.00	49,49,663.08	30,19,600.06
15 Deposit with banks	0.00	0.00	0.00
16 Foreign Banks	0.00	0.00	0.00
17 Interest from Contractors	0.00	4,80,13,827.00	4,02,49,014.00
18 Interest from Income Tax Refunds	0.00	0.00	0.00
19 Less : Refundable to Customers	0.00	0.00	0.00
20 Sub Total	0.00	0.00	0.00
21 Deposits with banks-flyash utilisation reserve fund	0.00	0.00	0.00
22 Less: transferred to flyash utilisation reserve fund	0.00	0.00	0.00
23 Sub Total	0.00	0.00	0.00
24 Deposits with banks- DDUGJY funds	0.00	0.00	0.00
25 Interest from Contractors- DDUGJY funds	0.00	0.00	0.00
26 Transfer to DDUGJY-Advance from customers	0.00	0.00	0.00
27 Sub-total	0.00	0.00	0.00
30 Others	0.00	1,01,51,840.00	8140105.00
31	0.00	0.00	0.00
32 Dividend from	0.00	0.00	0.00
33 Longterm investments in	0.00	0.00	0.00
34 Subsidiaries	0.00	0.00	0.00
35 Joint Ventures	0.00	0.00	0.00
36 Equity Instruments	0.00	0.00	0.00
37 Current Investments in	0.00	0.00	0.00
38 Mutual Funds measured at fairvalue through profit or loss	0.00	0.00	0.00
39 Current investments in mutual funds-flyash utilisation reserve fund	0.00	0.00	0.00
40 Less: transferred to flyash utilisation reserve fund	0.00	0.00	0.00
41 Lease Rent # Ash Brick Plant	0.00	0.00	0.00
42 Less: transferred to flyash utilisation reserve fund	0.00	0.00	0.00
43 Other non-operating income	0.00	0.00	29.00
44 Profit on disposal of PPE	0.00	3,26,462.00	26,715.43
45 Profit on redemption of GOI securities	0.00	0.00	0.00
46 Net gain on sale of investments	0.00	0.00	0.00
47 Surcharge received from customers	0.00	0.00	0.00
48 Hire charges for equipment	0.00	0.00	0.00
49 Gain on option contract / Discount on F.ExchContract	0.00	0.00	0.00
50 Provision written back-others	0.00	20,18,45,920.55	0.00
51 Fair value gains/(losses) on investments in mutual funds at fair value through profit or loss	0.00	0.00	0.00
52 Miscellaneous Income	0.00	16,67,118.02	2,05,297.48
53 Total	0.00	26,69,54,830.65	5,16,40,731.97
54 Less:Transferred to Development of Coal Mines- Note 43A	0.00	59832785.02	48594416.48
55 Less:Transferred to Expenditure during Construction period (net)- Note 43	0.00	0.00	0.00
56	0.00	0.00	0.00
57 Total	0.00	20,71,22,045.63	30,46,315.49



As at	01.04.2019	31.03.2019	31.03.2018
58	0.00	0.00	0.00
59 Details of Miscellaneous Income	0.00	0.00	0.00
61 Vehicle Hire Charges.	0.00	14,753.00	67,432.00
62 Sale of by products & residuals	0.00	0.00	0.00
63 Township recoveries(exl. Hospital Recoveries).	0.00	76,231.02	50,283.48
64 Depreciation written back	0.00	0.00	0.00
65 Sale of Scrap.	0.00	0.00	0.00
66 Receipt under loss of profit policy.	0.00	0.00	0.00
67 Receipts under MBD/Fire Policy.	0.00	0.00	0.00
68 Management development programme.	0.00	0.00	0.00
69 Others	0.00	15,76,134.00	87,582.00
70 Total (Miscellaneous Income)	0.00	16,67,118.02	2,05,297.48
71 Details of Provision written back others	0.00	0.00	0.00
72 Doubtful debts	0.00	0.00	0.00
73 Doubtful Loans, Advances and Claims	0.00	0.00	0.00
74 Doubtful Construction Advances	0.00	201844240.00	0.00
75 Shortage in Construction Stores	0.00	0.00	0.00
76 Shortage in Stores	0.00	0.00	0.00
77 Obsolescence in Stores	0.00	0.00	0.00
78 Unserviceable capital works	0.00	0.00	0.00
79 Other Obligation	0.00	1680.55	0.00
80 Shortage in Fixed Assets	0.00	0.00	0.00
81 Diminution in value of Investment	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 39 TO THE FS--EMPLOYEE BENEFITS EXPENSE

(Amount in Rs.)

For the Year ended	01.04.2019	31.03.2019	31.03.2018
1 EMPLOYEE BENEFITS EXPENSE	0.00	0.00	0.00
2 Salaries and wages	0.00	40,84,12,662.48	31,07,25,984.29
3 Contribution to provident and other funds	0.00	4,88,17,641.10	2,94,62,014.03
4 Unwinding of deferred payroll expense	0.00	29,60,025.82	14,45,101.74
5 Staff welfare expenses	0.00	5,75,33,495.19	3,34,61,617.40
6 Less : Expenses transferred to Consultancy group	0.00	0.00	0.00
7	0.00	0.00	0.00
8 Sub Total	0.00	51,77,23,824.59	37,50,94,717.46
9 Less: Allocated to fuel cost	0.00	0.00	0.00
10 Less: Transferred to development of coal mines- Note 43A	0.00	51,43,47,088.77	37,36,47,674.64
11	0.00	0.00	0.00
12 Less: Transferred to fly ash utilisation reserve fund	0.00	0.00	0.00
13 Less: Transferred to CSR Expenses	0.00	0.00	0.00
14 Reimbursements for employees on secondment	0.00	0.00	0.00
15 Less: Transferred to expenditure during construction period (net)- Note 43	0.00	0.00	0.00
16 TOTAL	0.00	33,76,735.82	14,47,042.82
17 Managerial Remuneration paid/ payable to Directors included above (except for Directors fee which is included in Note 42)	0.00	0.00	0.00
18 Salaries and wages	0.00	0.00	0.00
19 Contribution to provident and other funds	0.00	0.00	0.00
20 Staff welfare expenses	0.00	0.00	0.00
21 Directors fee	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE
NOTE NO. 40 TO THE FS--FINANCE COSTS

(Amount in Rs.)

For the Year ended		01.04.2019	31.03.2019	31.03.2018
1	FINANCE COSTS	0.00	0.00	0.00
2	Finance charges on financial liabilities measured at amortised cost	0.00	0.00	0.00
3	Bonds	0.00	48,00,48,864.03	44,28,50,946.10
4	Government of India Loans	0.00	0.00	0.00
5	Foreign currency term loans	0.00	0.00	0.00
6	Rupee term loans	0.00	1,27,97,21,050.00	90,14,40,358.00
7	Public deposits	0.00	0.00	0.00
8	Foreign currency bonds/notes	0.00	0.00	0.00
9	Cash Credit	0.00	0.00	0.00
10	Unwinding of discount on account of vendor liabilities	0.00	5,33,736.75	49,83,860.78
11	Discount on Commercial Papers	0.00	0.00	0.00
12	Others	0.00	0.00	0.00
13	Sub Total	0.00	1,76,03,03,650.78	1,34,92,75,164.88
14	Other Borrowing Costs	0.00	0.00	0.00
15	Bonds servicing & public deposit exp.	0.00	11,64,049.43	8,69,264.00
16	Guarantee fee	0.00	0.00	0.00
17	Management fee	0.00	0.00	0.00
18	Committ charges/exposure premium	0.00	0.00	0.00
19	Bond issue expenses	0.00	0.00	0.00
20	Legal exp on foreign currency loans	0.00	0.00	0.00
21	Foreign currency bonds/notes exp.	0.00	0.00	0.00
22	Up-front fee	0.00	0.00	0.00
23	Insurance premium on foreign currency loans	0.00	0.00	0.00
24		0.00	0.00	0.00
25	Others	0.00	0.00	0.00
26	Sub Total (Other Borrowing cost)	0.00	11,64,049.43	8,69,264.00
27		0.00	0.00	0.00
28	Exchange differences regarded as an adjustment to interest costs	0.00	0.00	0.00
29	Sub Total	0.00	1,76,14,67,700.21	1,35,01,44,428.88
30	Less: Transferred to Expenditure during construction period (net) - Note 43	0.00	0.00	0.00
31	Less: Transferred to development of coal mines- Note 43A	0.00	1,76,14,67,700.21	1,35,01,44,428.88
32		0.00	0.00	0.00
33	Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 41 TO THE FS--DEPRECIATION, AMORTIZATION AND IMPAIRMENT EXPENSE

(Amount in Rs.)

For the Year ended	01.04.2019	31.03.2019	31.03.2018
1 Depreciation, amortization and impairment expense	0.00	0.00	0.00
2 On property, plant and equipment- Note 2	0.00	36,08,68,418.11	31,70,87,995.52
3 On intangible assets- Note 4	0.00	3,87,455.94	7,70,050.23
4 Sub-total	0.00	36,12,55,874.05	31,78,58,045.75
5 Less:			
6 Allocated to fuel cost	0.00	0.00	0.00
7 Transferred to Expenditure during Construction Period (net)- Note 43	0.00	0.00	0.00
8 Transferred to Development of Coal Mines- Note 43A	0.00	36,12,55,874.05	31,78,58,045.75
9 Adjustment with deferred revenue from deferred foreign currency fluctuation	0.00	0.00	0.00
10 Total	0.00	0.00	0.00



PAKRI BARWADIH COAL MINE

NOTE NO. 42 TO THE FS--OTHER EXPENSE

(Amount in Rs.)

For the Year ended	01.04.2019	31.03.2019	31.03.2018
1 OTHER EXPENSES	0.00	0.00	0.00
2 Power charges	0.00	48,69,732.90	46,45,858.00
3 Less: Recovered from contractors & employees	0.00	8,85,207.92	6,72,788.87
4 Sub-Total(Power Charges)	0.00	39,84,524.98	39,73,069.13
5 Water charges	0.00	0.00	0.00
6 Stores consumed	0.00	0.00	0.28
7 Rent	0.00	85,24,093.00	66,79,216.20
8 Less: Recoveries	0.00	0.00	0.00
9 Sub-Total (Rent)	0.00	85,24,093.00	66,79,216.20
10 Cost of captive coal	0.00	7,94,32,55,109.84	3,16,97,14,557.74
11 Repairs & maintenance	0.00	0.00	0.00
12 Buildings	0.00	64,41,903.49	49,74,665.85
13 Plant & machinery	0.00	0.00	0.00
14 Power stations	0.00	0.00	0.00
15 Construction equipment	0.00	55,39,060.76	25,14,245.31
16 Others	0.00	1,05,09,050.37	59,56,248.16
17 Sub-total (Repairs & maintenance)	0.00	2,24,90,014.62	1,34,45,159.32
19 Load Dispatch Center Charges	0.00	0.00	0.00
20 Power Trading Expenses	0.00	0.00	0.00
21 Insurance	0.00	3,32,391.00	1,67,511.00
22 Interest to beneficiaries	0.00	0.00	0.00
23 Rates and taxes	0.00	41,26,320.77	37,97,245.84
24 Water cess & environment protection cess	0.00	0.00	0.00
25 Training & recruitment expenses	0.00	4,38,600.00	3,29,437.00
26 Less: Receipts	0.00	0.00	0.00
27 Sub-total (Training and recruitment expenses)	0.00	4,38,600.00	3,29,437.00
28 Communication expenses	0.00	92,90,586.40	62,93,327.38
29 Inland Travel	0.00	2,85,50,132.28	1,63,60,854.90
30 Foreign Travel	0.00	2,11,905.00	2,06,118.00
31 Tender expenses	0.00	4,54,852.00	15,34,469.00
32 Less: Receipt from sale of tenders	0.00	85,233.00	84,402.00
33 Sub-total (Tender expenses)	0.00	3,69,619.00	14,50,067.00
34 Payment to auditors	0.00	0.00	0.00
35 Audit fee	0.00	0.00	0.00
36 Tax audit fee	0.00	0.00	0.00
37 Other services	0.00	0.00	0.00
38 Reimbursement of expenses	0.00	0.00	0.00
39 Sub-total (Payment to Auditors)	0.00	0.00	0.00
40 Advertisement and publicity	0.00	64,98,593.36	52,13,478.96
41 Electricity duty	0.00	0.00	0.00
42 Security expenses	0.00	18,20,31,356.19	13,90,37,767.13
43 Entertainment expenses	0.00	39,59,755.76	29,19,430.26
44 Expenses for guest house	0.00	91,01,416.28	61,14,436.09
45 Less: Recoveries	0.00	41,917.00	44,898.00
46 Sub-Total (Guest house expenses)	0.00	90,59,499.28	60,69,538.09
47 Education expenses	0.00	0.00	0.00
48 Brokerage & commission	0.00	16,520.00	0.00
49 Donations	0.00	0.00	0.00
50 Ash utilisation & marketing expenses	0.00	0.00	0.00
51 Directors sitting fee	0.00	0.00	0.00
52 Books and periodicals	0.00	25,768.00	12,561.00
53 Professional charges and consultancy fees	0.00	6,00,92,679.57	4,47,45,660.81
54 Legal expenses	0.00	34,43,119.00	73,86,898.00
55 EDP hire and other charges	0.00	34,34,890.28	25,98,603.38
56 Printing and stationery	0.00	21,37,758.55	13,26,211.85
57 Oil & gas exploration expenses	0.00	0.00	0.00



For the Year ended	01.04.2019	31.03.2019	31.03.2018
58 Claims/advances written off	0.00	0.00	0.00
59 Hiring of vehicles	0.00	5,36,52,072.78	3,78,90,678.03
60	0.00	0.00	0.00
61 Reimbursement of L.C.charges on sales realisation	0.00	0.00	0.00
62 Bank charges	0.00	37,723.50	12,52,360.53
63 Cost of Hedging	0.00	0.00	0.00
64 Derivatives MTM loss/gain (Net)	0.00	0.00	0.00
65 Net loss/(gain) in foreign currency transactions & translations	0.00	0.00	0.00
66 Miscellaneous expenses	0.00	7,32,79,139.42	5,77,65,526.77
67 Stores written off	0.00	0.00	0.00
68 Survey & Investigation expenses written off	0.00	0.00	0.00
69 Loss on disposal/write-off of PPE	0.00	13,918.14	0.00
70 Sub-Total	0.00	8,41,92,56,090.72	3,52,86,35,278.60
71 Less: Allocated to fuel cost	0.00	0.00	0.00
72 Less: Transferred to development of coal mines- Note 43A	0.00	8,41,83,82,312.58	3,52,81,76,041.60
73 Less: Transferred to fly ash utilisation reserve fund	0.00	0.00	0.00
74 Less: Hedging cost Net recoverable/payable from/to beneficiaries	0.00	0.00	0.00
75	0.00	0.00	0.00
76 Less: Transferred to CSR Expenses	0.00	0.00	0.00
77 Less: Transferred to Expenditure during Construction period(net)-Note 43	0.00	0.00	0.00
78 Net (Generation, Administration and Other expenses)	0.00	8,73,778.14	4,59,237.00
79 Corporate Social Responsibility Expenses	0.00	0.00	7,55,086.18
80 Less: Grants-in-aid	0.00	0.00	0.00
81 Sub-total (Corporate Social Responsibility Expenses)	0.00	0.00	7,55,086.18
82 Provisions	0.00	0.00	0.00
83 Doubtful Debts	0.00	0.00	0.00
84 Doubtful loans, advances and claims	0.00	0.00	20,18,44,240.00
85 Doubtful Construction Advances	0.00	0.00	0.00
86 Shortage in stores	0.00	1,85,18,809.80	0.00
87 Obsolete/Diminution in the value of surplus stores	0.00	0.00	0.00
88 Shortage in construction stores	0.00	0.00	0.00
89 Diminution in value of long term investments	0.00	0.00	0.00
90 Shortage in Fixed assets	0.00	1,11,899.00	0.00
91 Unfinished minimum work progress from oil & gas exploration	0.00	0.00	0.00
92 Unserviceable capital works	0.00	0.00	0.00
93 Tariff Adjustment	0.00	0.00	0.00
94 Others :	0.00	0.00	0.00
95 (i) Provision for arbitration cases	0.00	0.00	0.00
96 (ii) Other provisions	0.00	0.00	0.00
97 Total (Provisions)	0.00	1,86,30,708.80	20,18,44,240.00
98	0.00	0.00	0.00
99 Total	0.00	1,95,04,486.94	20,30,58,563.18
100	0.00	0.00	0.00
101 Breakup of miscellaneous expenses.	0.00	0.00	0.00
102 Transport Vehicle running expenses	0.00	0.00	0.00
103 Horticulture Expenses	0.00	23,07,770.47	13,28,766.41
104 Hire charges of office equipment	0.00	0.00	0.00
105 Hire charges of construction equipment	0.00	6,50,70,307.30	4,83,01,094.96
106 Operating expenses of construction equipment	0.00	0.00	0.00
107 Operating expenses of D.G. sets	0.00	0.00	0.00
108 Furnishing expenses	0.00	0.00	75,000.00
109 Subscription to trade and other associations.	0.00	0.00	0.00
110 Hire charges- helicopter/aircraft.	0.00	0.00	32,69,181.00
111 Visa and entry permit charges	0.00	0.00	0.00
112 Tree plantation exp.-NTPC Land	0.00	0.00	0.00



For the Year ended	01.04.2019	31.03.2019	31.03.2018
113 Research & development expenses .	0.00	0.00	0.00
114 Less : Grants received for Research & development expenses.	0.00	0.00	0.00
115 Sub-total (Research & development expenses)	0.00	0.00	0.00
116 Demurrage Charges	0.00	0.00	0.00
117 Business Development Expenditure	0.00	0.00	0.00
118 Others	0.00	59,01,061.65	47,91,484.40
119 Total	0.00	7,32,79,139.42	5,77,65,526.77



PAKRI BARWADIH COAL MINE

NOTE NO. 43 TO THE FS--EXPENDITURE DURING CONSTRUCTION PERIOD (NET)

(Amount in Rs.)

	For the Year ended	01.04.2019	31.03.2019	31.03.2018
1	EXPENDITURE DURING CONSTRUCTION PERIOD (NET)	0.00	0.00	0.00
2	A. Employee benefits expense	0.00	0.00	0.00
3	Salaries and wages	0.00	0.00	0.00
4	Contribution to provident and other funds	0.00	0.00	0.00
5	Unwinding of deffered payroll expenses	0.00	0.00	0.00
6	Staff welfare expenses	0.00	0.00	0.00
7	Total (A)	0.00	0.00	0.00
8	B. Finance Costs	0.00	0.00	0.00
9	Finance charges on financial liabilities measured at amortised cost	0.00	0.00	0.00
10	Bonds	0.00	0.00	0.00
11	Foreign currency term loans	0.00	0.00	0.00
12	Rupee term loans	0.00	0.00	0.00
13	Foreign currency bonds/notes	0.00	0.00	0.00
14	Unwinding of discount on account of vendor liabilities	0.00	0.00	0.00
15	Others	0.00	0.00	0.00
16		0.00	0.00	0.00
17	Other Borrowings Costs	0.00	0.00	0.00
18	Guarantee Commission	0.00	0.00	0.00
19	Management Fees/Arrangers Fees	0.00	0.00	0.00
20	Commitment charges/Exposure Premium	0.00	0.00	0.00
21	Legal Expenses on foreign currency loans	0.00	0.00	0.00
22	Foreign currency bonds/notes expenses	0.00	0.00	0.00
23	Foreign Credit Insurance Premium	0.00	0.00	0.00
24	Upfront Fee	0.00	0.00	0.00
25	Exchange Differences	0.00	0.00	0.00
26	Others	0.00	0.00	0.00
27	Exchange differences regarded as adjustment to interest cost	0.00	0.00	0.00
28	Total (B)	0.00	0.00	0.00
29		0.00	0.00	0.00
30	C. Depreciation and amortisation	0.00	0.00	0.00
31	D. Generation , administration and other expenses			
32	Power charges	0.00	0.00	0.00
33	Less: Recovered from contractors & employees	0.00	0.00	0.00
34	Sub-total(Net power charges)	0.00	0.00	0.00
35	Water charges	0.00	0.00	0.00
36	Rent	0.00	0.00	0.00
37	Repairs & maintenance	0.00	0.00	0.00
38	Buildings	0.00	0.00	0.00
39	Construction equipment	0.00	0.00	0.00
40	Others	0.00	0.00	0.00
41		0.00	0.00	0.00
42	Insurance	0.00	0.00	0.00
43	Rates and taxes	0.00	0.00	0.00
44	Communication expenses	0.00	0.00	0.00
45	Travelling expenses	0.00	0.00	0.00
46	Tender expenses	0.00	0.00	0.00
47	Less: Income from sale of tenders	0.00	0.00	0.00
48	Sub-total (Net tender expenses)	0.00	0.00	0.00
49	Advertisement and publicity	0.00	0.00	0.00



For the Year ended		01.04.2019	31.03.2019	31.03.2018
50	Security expenses	0.00	0.00	0.00
51	Entertainment expenses	0.00	0.00	0.00
52	Guest house expenses	0.00		0.00
53	Less: Receipt from guest house	0.00	0.00	0.00
54	Sub-total (Net Guest House Expenses)	0.00	0.00	0.00
55	Education expenses	0.00	0.00	0.00
56	Brokerage & Commission	0.00	0.00	0.00
57	Books and periodicals	0.00	0.00	65.00
58	Community development expenses	0.00	0.00	0.00
59	Professional charges and consultancy fee	0.00	0.00	0.00
60	Legal expenses	0.00	0.00	0.00
61	EDP Hire and other charges	0.00	0.00	0.00
62	Printing and stationery	0.00	0.00	0.00
63	Miscellaneous expenses	0.00	0.00	0.00
64	Total (D)	0.00	0.00	0.00
65	Total (A+B+C+D)	0.00	0.00	0.00
66	E. Less: Other Income	0.00	0.00	0.00
67	Interest from	0.00	0.00	0.00
68	Indian banks	0.00	0.00	0.00
69	Foreign banks	0.00	0.00	0.00
70	Others	0.00	0.00	0.00
71	Contractors	0.00	0.00	0.00
72	Hire charges	0.00	0.00	0.00
73	Sale of scrap	0.00	0.00	0.00
74	Exchange Differences	0.00	0.00	0.00
75	Miscellaneous income	0.00	0.00	0.00
	403,838.7			
76	TOTAL (E)	0.00	0.00	0.00
40				
77	F. Net actuarial gain/loss OCI	0.00	0.00	0.00
78		0.00	0.00	0.00
79	GRAND TOTAL (A+B+C+D-E+F)	0.00	0.00	0.00
80		0.00	0.00	0.00
81	* Balance carried to Capital Work-in-progress -(Note 3)	0.00	0.00	0.00



For the Period ended		01.04.2019	31.03.2019	31.03.2018
001	EDC- Coal Mining	0.00	0.00	0.00
002	A. Employee benefits expense	0.00	0.00	0.00
003	Salaries and wages	0.00	40,84,12,662.48	31,07,24,043.21
004	Contribution to provident and other funds	0.00	4,88,17,641.10	2,94,62,014.03
005	Unwinding of deferred payroll expenses	0.00	0.00	0.00
006	Staff welfare expenses	0.00	5,71,16,785.19	3,34,61,617.40
007	Total (A)	0.00	51,43,47,088.77	37,36,47,674.64
008	B. Finance Costs	0.00	0.00	0.00
009	Finance charges on financial liabilities measured at amortised cost	0.00	0.00	0.00
010	Bonds	0.00	48,00,06,004.94	44,28,13,000.00
011	Foreign currency term loans	0.00	0.00	0.00
012	Rupee term loans	0.00	1,27,97,21,050.00	90,14,40,358.00
013	Foreign currency bonds/notes	0.00	0.00	0.00
014	Unwinding of discount on account of vendor liabilities	0.00	5,33,736.75	49,83,860.78
015	Others	0.00	0.00	0.00
016		0.00	0.00	0.00
017	Other Borrowings Costs	0.00	0.00	0.00
018	Guarantee Commission	0.00	0.00	0.00
019	Management Fees/Arrangers Fees	0.00	0.00	0.00
020	Commitment charges/Exposure Premium	0.00	0.00	0.00
021	Legal Expenses on foreign currency loans	0.00	0.00	0.00
022	Foreign currency bonds/notes expenses	0.00	0.00	0.00
023	Foreign Credit Insurance Premium	0.00	0.00	0.00
024	Upfront Fee	0.00	0.00	0.00
025	Exchange Differences	0.00	0.00	0.00
026	Others	0.00	12,06,908.52	9,07,210.10
027	Exchange differences regarded as adjustment to interest cost	0.00	0.00	0.00
028	Total (B)	0.00	1,76,14,67,700.21	1,35,01,44,428.88
029		0.00	0.00	0.00
030	C. Depreciation and amortisation	0.00	36,12,55,874.05	31,78,58,045.75
031	D. Generation , administration and other expenses	0.00	0.00	0.00
032	Power charges	0.00	48,69,732.90	46,45,858.00
033	Less: Recovered from contractors & employees	0.00	885207.92	6,72,788.87
034	Sub-total(Net power charges)	0.00	39,84,524.98	39,73,069.13
035	Water charges	0.00	0.00	0.00
036	Rent	0.00	85,24,093.00	66,79,216.20
037	Repairs & maintenance	0.00	0.00	0.00
038	Buildings	0.00	64,41,903.49	49,74,665.85
	For the Period ended	01.04.2019	31.03.2019	07.10.8783
039	Construction equipment	0.00	55,39,060.76	9,96,848.82
040	Others	0.00	1,05,09,050.37	59,56,248.44
041	Cost of Captive Coal	0.00	7,94,32,55,109.84	3,16,97,14,557.74
042	Insurance	0.00	3,32,391.00	167511.00
043	Rates and taxes	0.00	41,26,320.77	37,97,245.84
044	Communication expenses	0.00	92,90,586.40	62,93,327.38
045	Travelling expenses	0.00	2,87,62,037.28	1,65,66,972.90
046	Tender expenses	0.00	4,54,852.00	15,34,469.00
047	Less: Income from sale of tenders	0.00	85,233.00	84,402.00
048	Sub-total (Net tender expenses)	0.00	3,69,619.00	14,50,067.00
049	Advertisement and publicity	0.00	64,98,593.36	52,13,478.96
050	Security expenses	0.00	18,20,31,356.19	13,90,37,767.13
051	Entertainment expenses	0.00	39,59,755.76	29,19,430.26
052	Guest house expenses	0.00	91,01,416.28	61,14,436.09
053	Less: Receipt from guest house	0.00	41,917.00	44,898.00



054	Sub-total (Net Guest House Expenses)	0.00	90,59,499.28	60,69,538.09
055	Education expenses	0.00	0.00	0.00
056	Brokerage & Commission	0.00	16,520.00	0.00
057	Books and periodicals	0.00	25,768.00	12561.00
058	Community development expenses	0.00	0.00	0.00
059	Professional charges and consultancy fee	0.00	5,96,71,419.57	4,46,15,860.81
060	Legal expenses	0.00	34,43,119.00	73,86,898.00
061	EDP Hire and other charges	0.00	34,34,890.28	25,98,603.38
062	Printing and stationery	0.00	21,37,758.55	13,26,211.85
063	Miscellaneous expenses	0.00	12,69,68,935.70	9,69,08,565.33
064	Total (D)	0.00	8,41,83,82,312.58	3,52,81,76,041.60
065	Total (A+B+C+D)	0.00	11,05,54,52,975.61	5,56,98,26,190.87
066	E. Less: Other Income	0.00	0.00	0.00
067	Interest from	0.00	0.00	0.00
068	Indian banks	0.00	0.00	0.00
069	Foreign banks	0.00	0.00	0.00
070	Others	0.00	1,01,51,840.00	81,40,105.00
071	Contractors	0.00	4,80,13,827.00	4,02,49,014.00
072	Hire charges	0.00	0.00	0.00
073	Sale of scrap	0.00	0.00	0.00
074	Exchange Differences	0.00	0.00	0.00
075	Miscellaneous income	0.00	16,67,118.02	2,05,297.48
076	TOTAL (E)	0.00	5,98,32,785.02	4,85,94,416.48
077	F. Net actuarial gain/loss OCI	0.00	-6,04,700.79	29,60,624.73
078		0.00	0.00	0.00
079	GRAND TOTAL (A+B+C+D-E+F)	0.00	10,99,50,15,489.80	5,52,41,92,399.12
080		0.00	0.00	0.00
081	* Balance carried to Capital Work-in-progress - (Note 3)	0.00	10,99,50,15,489.80	5,52,41,92,399.12

