



राजस्थान RAJASTHAN

C 887200

THIS **COAL MINING AND DELIVERY AGREEMENT** (hereinafter referred as the "CMDA")  
made on this day of 24<sup>th</sup> May 2016 at Jaipur.






BETWEEN

1. **RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Vidyut Bhavan, Jan Path, Jyoti Nagar, Jaipur-5 hereinafter called "**RVUNL**", which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the FIRST PART.

AND

2. **RAJASTHAN COLLIERIES LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 6F-32, Mahima Trinity, Plot No. 5, Swej Farm, New Sanganer Road, Sodala, Jaipur - 19 hereinafter called the "**the Company**", which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the SECOND PART;

The Company and RVUNL shall be individually referred to herein as a "**Party**" and collectively as the "**Parties**".







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The Company and RVUNL shall be individually referred to herein as a "**Party**" and collectively as the "**Parties**".





## WHEREAS

- (A) RVUNL is an undertaking of the Government of Rajasthan and is engaged in the business of generation and sale of electricity in the State of Rajasthan;
- (B) RVUNL has existing thermal power generating stations and RVUNL has planned for installation of new thermal power stations and expansion of its existing thermal power stations;
- (C) RVUNL requires continuous supply of Coal for its various generating stations in the State of Rajasthan and for this purpose, RVUNL has been applying for coal blocks to be used for power generation as per the policies and guidelines of the Government of India;
- (D) RVUNL has been desirous of having an effective arrangement for mining of the Coal from the Coal Block, its transportation and delivery at the Generating Stations in the State of Rajasthan and for this purpose RVUNL issued a Tender No RVUN/CE(PPC&F)/06 (the "**Tender**") for competitive selection of a suitably qualified company which would enter into a joint venture arrangement with RVUNL and form JV company with RVUNL (the '**Company**') to undertake the mining of Coal and its transportation and delivery to RVUNL at the Thermal Power Stations (as defined herein) in the State of Rajasthan. The Tender inter-alia required the Company to identify, develop and operate coal block(s) to meet RVUNL's requirement of 20 MTPA  $\pm$ 25% of the raw coal.
- (E) Adani Enterprises Limited ("**AEL**") participated in the Tender issued by RVUNL and has been selected as the successful bidder and the joint venture partner vide letter of intent of RVUNL dated June 13, 2011;
- (F) Company has been formed as the joint venture company pursuant to the terms of the Joint Venture Agreement dated 9<sup>th</sup> December 2011 between, inter alia, RVUNL and AEL (the "**Joint Venture Agreement**") for undertaking the Project as per the aforesaid Tender;
- (G) The Tender provides that after acceptance of the offer and entering into the Joint Venture Agreement, the Company (as the joint venture company) shall be deemed to be the bidder and shall execute agreement with RVUNL for mining and delivery of coal to RVUNL's Thermal Power Stations in the State of Rajasthan which shall be binding on the bidder;
- (H) In exercise of the powers conferred under Section 6 of the Coal Mines (Special Provisions) Ordinance, 2014 read with Coal Mines (Special Provisions) Second Ordinance, 2014 and Coal Mines (Special Provisions) Rules, 2014, the Central Government has appointed the Nominated Authority. thereafter, the Central Government issued an order under Rule 8(2) of the Rules, dated December 18, 2014 as amended, to the Nominated Authority for allotment of the Coal Mine pursuant to Section 5 of the Ordinance;
- (I) Consequently, the Nominated Authority vide its notification dated February 18, 2015, issued the Allotment Document (as defined in the Special Provisions Act 2015) and invited applications from the Government Companies for allotment of Coal Mines;



- (J) RVUNL vide letter No. RVUN/CE(Fuel)/F./D.220 dated February 19, 2015 requested RCL to identify the most techno-economically viable & suitable coal mine(s) / block(s), assess mineable reserves and intimate to RVUNL. Subsequently, considering balance mining capacity within scope of tender notice No. RVUN/CE(PPC&F)/06, AEL on behalf of RCL, vide its letter dated February 24, 2015 recommended Parsa coal mine situated in Hasdeo Arand coalfields, Chhattisgarh to RVUNL;
- (K) On the basis of recommendation from RCL and in order to meet the coal requirement of RVUN's various thermal power plants in the State of Rajasthan, RVUNL submitted online application with all required formalities in the Allotment Document on February 26, 2015 for allotment of Parsa coal mine;
- (L) An Allotment Agreement was executed between the Nominated Authority and RVUNL on March 30, 2015 and further the First Amendment to the Allotment Agreement executed on September 08, 2015 ("**Allotment Agreement**"). Subsequently, the Nominated Authority issued Allotment Order bearing no. 103/24/2015/NA dated September 08, 2015 ("**Allotment Order**") declaring the allotment of Parsa coal mine located in Hasdeo-Arand coalfields in Surguja district and Surajpur district of the state of Chhattisgarh ("**Coal Block**") to RVUNL;
- (M) RVUNL has appointed the Company as the Mine Developer & Operation Contractor. The Company, as a Mine Developer & Operation Contractor, will be undertaking the work of development, mining and arranging for transportation of Coal to RVUN's Thermal Power stations in the State of Rajasthan;

**NOW, THEREFORE**, in consideration of the agreement and covenants hereinafter set out, and intending to be legally bound hereby, the Parties hereto covenant and agree with each other as follows:

## 1. DEFINITIONS & INTERPRETATIONS

### 1.1 Definitions

When used in this Agreement, the defined terms set out in this Clause 1 shall, unless the context otherwise require, have the following meanings:

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"**Affected Party**" shall have the meaning ascribed to it in Clause 7.1.

"**Affiliate**" means in relation to either Party, any entity which directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Party. For the purposes of this definition, the term "**control**" means effective management control of the Party, including without limitation, control through the power to select a sufficient number of directors, or to appoint a sufficient number of senior managers to exercise control, or similar powers. Further a Party shall be presumed to control another person or entity, if it owns 50% or more

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of the beneficial interest or the voting power of that person or entity.

**"Agreement"** means this Coal Mining and Delivery Agreement (along with its schedules) as may be amended/novated from time to time in accordance with the terms and conditions hereof.

**"Allotment Agreement"** shall have the meaning given under Recital L.

**"Allotment Order"** shall have the meaning given under Recital L.

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**"Applicable Laws"** means any law, rule, regulation, ordinance, order, code, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court, regulatory body or other body having jurisdiction over the matter in question, as in effect from time to time.

**"Ash (ADB)"** shall mean the ash percentage in the Coal on an air-dried basis.

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**"Bid"** shall mean the bid submitted in response to the Tender Notice No. RVUN/CE(PPC&F)/06 by AEL to RVUNL dated 11<sup>th</sup> October 2010 and the subsequent correspondence between AEL and RVUNL in this regard.

**"BIS"** means Bureau of Indian Standards or any successor or any other mutually agreed similar organization, which performs substantially the same role as that currently performed by the Bureau of Indian Standards.

**"Business Day"** means Monday to Saturday (both days inclusive) excluding any official public holidays in the state of operation or incorporation of either Party.

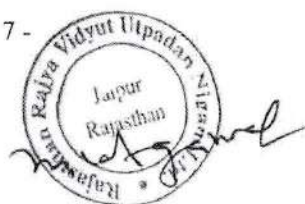
**"Change in Law"** means the enactment, adoption, promulgation, modification or repeal (including any change in interpretation or application by competent authorities), after the date of this Agreement of any law applicable or enforceable in the State of Rajasthan, the State of Chhattisgarh or any other State through which Coal is transported to RVUNL after the Effective Date.

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**"Coal Block(s)"** shall have the meaning given to it in Recital L.

**"CIL"** shall mean Coal India Limited.

**"Commencement Date"** shall have the meaning given to in Clause 4.5.1.

**"Company Event of Default"** shall have the meaning ascribed to it in Clause 8.1.

**"Contracted Quantity"** or **"CQ"** means the quantity of Coal to be delivered in an Operating Year as set out in Clause 4.1.

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**"Delivery Point"** means the Coal unloading facilities at the railway siding of each of the Thermal Power Stations of RVUNL for the delivery of Coal by the Company under this Agreement.

**"Delivery Schedule"** shall have the meaning given to it in Clause 4.1.4

**"Effective Date"** means the date of execution of this Agreement.

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**"Event of Default"** shall have the meaning ascribed to it in Clause 8.

**"Financial Closing Date"** means the date on which all of the conditions precedent to the initial funding under the Financing Agreements have been satisfied or waived.

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**"Fixed Amount"** shall have the same meaning as defined in the Allotment Agreement or as may be intimated by Nominated Authority/Ministry of Coal.

**"Force Majeure"** shall have the meaning ascribed to it in Clause 7.

**"GOI"** means the Government of India.

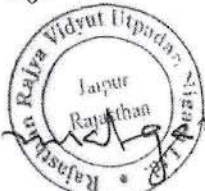
**"Governmental Authority"** means any national, state, local, regional, territorial or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial, quasi-judicial, regulatory or administrative body having jurisdiction over the Works, the Company, RVUNL or their respective Affiliates.

**"Gross Calorific Value"** or **"GCV"** means the total heat in Kilo Calories liberated on burning one Kilogram of Coal as tested in a Bomb Calorimeter in accordance with BIS

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**"GCV (ADB)"** shall mean the Gross Calorific Value (GCV) on air dried basis.

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**"K-cal/kg"** shall mean kilo calories per kilogram.

**"Lenders"** shall mean the persons providing financial assistance to the Project/ Works/ Company excluding AEL or its Affiliates under the Financing Agreements.

**"Lenders' Representative"** means an agent, trustee or representative appointed by the Lenders.

**"LOI"** means the letter of intent issued vide no. RVUN/DY.CE(Fuel)/D543 dated 13.06.2011 as annexed herewith and will be part of this CMDA .

**"Monthly Payment"** shall have the same meaning as defined in the Allotment Agreement.

**"Mines"** shall mean the mines for development of the Coal Blocks.

**"Mine Site"** shall mean the site over which the Mining Lease(s) is to be granted.

**"Mining Lease"** means the lease agreement executed/to be executed by RVUNL with the State Government of Chhattisgarh in relation to the Coal Block, as renewed from time to time.

**"Month"** means a period beginning at 00.00 hrs (Indian Standard Time) on the first day of a given English calendar month and ending at 00.00hrs (Indian Standard Time) on the first day of the next succeeding English calendar Month.

**"MT"** shall mean metric tons.

**"Nominated Authority"** shall have the meaning given under the Special Provisions Act 2015.

**"Operating Year"** means, the Financial Year and includes the period from the Commencement Date to the following March 31; each period thereafter from April 01 to the following March 31, and with respect to the Operating Year in which the termination or expiry of this Agreement occurs, the period from April 01 immediately preceding the date of such termination or expiry to the date of such termination or expiry.

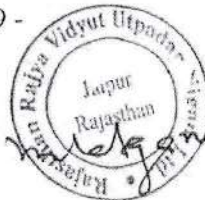
**"Performance Security"** shall have the same meaning as defined in the Allotment Agreement.

**"Project"** shall mean development, mining, operation, arrangement of transportation and delivery of Coal from Parsa Coal Block to Thermal Power Stations of RVUNL.

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**"Railway Freight Charges"** shall mean the railway freight charges payable to the Indian Railways for transportation of the Coal from the railway sidings at the Mine head to the Delivery Points. It does not include overloading/ under loading charges.

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**"Representative(s)"** shall have the meaning ascribed to it in Clause 13.8.(b).

**"Required Quantity" or "RQ"** shall mean that part of the Contracted Quantity of Coal that the Company shall be required to deliver to RVUNL each Month in accordance with Clause 4.1.4.

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**"Security Deposit"** shall mean the security deposit required to be submitted by AEL/the Company in accordance with Clause 14 of this Agreement and the Tender;

**"SECL"** means South Eastern Coal Fields Limited, having its offices at SECL Bhawan, Seepat Road, Post Box No. 60, Bilaspur Pin - 495006(C.G.) or any subsidiary thereof that supplies Coal to RVUNL, or its successors and assigns.








**"State Government"** means the Government of the State of Chhattisgarh in which the Coal Block is situated.

**"Tender"** means the tender document No. RVUN/CE(PPC&F)/06 issued by RVUNL on the basis of which the Bid was submitted and AEL was chosen as the successful bidder and joint venture partner.

**"Term"** shall have the meaning ascribed to it in Clause 2.2.

**"Thermal Power Stations" or "TPS"** shall mean the Suratgarh Super Critical Thermal Power Project Unit 7 and 8, Kalisindh 1 and 2, Chhabra 3, 4, 5 and 6 any other thermal power Station designated by RVUNL.

**"Upfront Amount"** shall have the same meaning as defined in the Allotment Agreement.

"Works" shall mean the scope of work to be undertaken by the Company as detailed in Clause 3.

Except as defined herein, Capitalized terms used in or related with the "Allotment Agreement" shall have the meaning specified to them in the "Allotment Agreement".

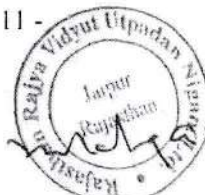
## 1.2 Interpretations

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 A "Recital", a "Clause", a "Schedule" and a "Paragraph" shall be construed as a reference to a recital, a Clause, a schedule and a paragraph respectively of this Agreement;
- 1.2.2 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.3 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.5 Words importing the singular shall include the plural and vice versa;
- 1.2.6 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.2.7 A legislation, statute, enactment, rule or regulation shall be construed as a reference to such legislation, statute, enactment, rule or regulation including its amendments or re-enactments from time to time;
- 1.2.8 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.9 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement except as specifically provided for in the Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.10 The table of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.



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## 2. COMMENCEMENT AND TERM

### 2.1 Commencement

This Agreement shall come into effect from the date it is executed.

### 2.2 Term

This Agreement, unless terminated earlier in accordance with terms hereof, shall continue to remain in force until thirty (30) years from the date of execution of the Mining Lease by RVUNL or till life of the mine, whichever is earlier. The Term of this Agreement may be extended by the Parties through mutual agreement before the date of expiry of the Agreement.

## 3. SCOPE OF WORK

### 3.1 Mine Development & Operation Contractor

3.1.1 RVUNL hereby appoints the Company as the Mine Development & Operation Contractor for performing the Works. RVUNL shall not, during the Term of this Agreement, undertake the Works by itself or employ any other person to perform the Works. For the purpose of payment of Reimbursable, RVUNL hereby appoints the Company as its sole Agent.

### 3.2 Obligations of the Company

#### 3.2.1 Scope of Work

The Company shall perform the Scope of Work and undertake the obligations set out herein below (the "Works").



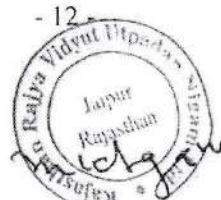



The Scope of Work of the Company would be to carry out all works from identification of techno-economically viable coal blocks for mining of Coal and delivering Coal as per specification upto RVUNL's Thermal Power Stations on FOR delivery basis excluding payment of railway freight and other charges related to rail transportation. All expenses /financial liability incurred right from the allotment of coal block /coal block(s) and thereafter for entire contract period of 30 Years shall be borne by the Company, including all expenses in relation to the cost of acquisition of land/ lease of land; fees and arranging all clearances, reports and licenses for the Term of the Agreement and all charges incurred for arranging mining data, geological data and reports and no expenses/ liabilities shall be borne/ shared by RVUNL at any stage except as per Clause 3.3. The Company shall be responsible and liable for adhering to the mine closure plan and in case of non-compliance of mine closure plan, if any amount is forfeited by Ministry of Coal, GoI, it shall be to the Company's account.

#### 3.2.2 Identification of Coal Block and Interface with Government

The obligations of the Company are as follows:

(a) Identifying Coal Block(s) which are techno-economically viable and assess

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mineable reserves;

- (b) Liaisoning with and make all-out efforts to ensure allotment of the Coal Block(s) to RVUNL. Company shall provide RVUNL with the format for the application and would submit RVUNL's completed application within seven (7) days of receiving the same from RVUNL;
- (c) Liaisoning with GOI, if appropriate, and make all efforts for allotment of the identified Coal Block(s) to RVUNL in the least possible time.

The Parsa Coal block in Hasdeo-Arand coalfield, Chhattisgarh has been allocated by the Nominated Authority of Ministry of Coal to RVUNL vide Allotment Order dated September 08, 2015 and Allotment Agreement dated March 30, 2015 and First Amendment to Allotment Agreement dated September 08, 2015;

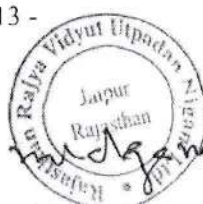
- (d) Procurement and preparation of the geological report and preparation of feasibility reports for the identified Coal Block(s) to undertake captive mining;
- (e) Application to the State Government for Mining Lease and acquisition of land for the Mines;
- (f) Preparation of mining plan, mine closure plan and submission of the same to the Ministry of Coal for approval and obtaining permission from the Ministry of Coal/Coal Controller for opening of the Mines;
- (g) Obtaining clearances from the Ministry of Environment and Forests and all the clearances and licenses required for commencing mining operations, land acquisition, rehabilitation and resettlement;
- (h) Develop, plan, operate & manage the Coal Block(s) for captive mining using the latest mining techniques;
- (i) Draw up a mining scheme/ programme compatible with environmental, operational and safety requirements in accordance with Applicable Law;
- (j) All responsibilities for adhering to the terms and conditions specified by the Ministry of Coal, GOI shall be that of the Company.

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### 3.2.4 Transportation and handling from pithead to RVUNL Thermal Power Stations

The Company shall:

- (a) Organize/construct railway siding at pithead/ washery area and to liaison with the concerned railway authorities for movement of Coal to Power Projects destination.
- (b) Arrange for transportation of Coal of agreed specification from pithead to Power Projects destination by rail / other available alternate mode and delivery at Power Projects destination on FOR basis(excluding Railway Freight and other charges related to Rail Transportation);
- (c) The railway freight and other charges related to rail transportation shall be paid by RVUNL through e-payment / advance deposit scheme at dispatching station;
- (d) Arrange for booking of rakes and monitor movement of coal upto Power Projects destination;
- (e) Arrange necessary place of storage of mined / beneficiated Coal at the railway siding for loading into the rakes;
- (f) Ensure that while loading Coal at the colliery end in the rakes, the Coal is loaded within the carrying limits prescribed by the Railways and the Company shall ensure that there is no overloading or under loading of Coal on the rakes. In case of under loading, the idle freight incurred shall be on account of the Company. Also in case overloading of coal, the overloading charges & punitive freight charges will be on account of the Company;
- (g) Ensure dispatches of Coal in full rake loads in Box N / Box NHL type wagons and shall comply with all documentation requirements of the Railways for charging freight on rake load basis only. If the Company fails to comply with the same and if the Railways charge freight on wagon load basis, the excess freight so incurred shall be on account of the Company;
- (h) Liaison with the Railways for delivery of any missing wagons or alternatively get the claim settled from railways;
- (i) Acquaint itself with the complete procedure relating to movement of Coal by rail route and shall also ascertain about changes in procedure from time to time from the authorities concerned;

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- (j) Acquaint itself and be thoroughly conversant with rules and regulations of the Railways and other related agencies; and
- (k) Monitor movement of the Coal to the Delivery Point so that there are no en-route delays and hold-ups or diversion of rakes for other consumers. Any charges/levies/Penalties levied by Railways on en-route weightment shall also be borne by the Company;
- (l) The RRs shall be collected by the Company and shall make claims with the railways for missing wagons/diverted rakes. Payment shall be made only for the coal quantity actually received at Power Projects destination. In case the rakes of RVUNL dispatched by the Company are diverted to power stations other than of RVUNL for which railway freight is deposited by RVUNL, then, the same railway freight shall be recovered from the Company. As and when RVUNL get the claim from railways for the diverted Rakes, the same shall be passed on to the company.

### 3.2.5 Unloading Of Materials

The Company shall obtain all statutory clearances for unloading Coal at the Delivery Point although responsibility for such unloading of Coal would be with RVUNL.

### 3.2.6 Other Obligations

- (a) The Company shall comply with all instructions and directions issued to it by the RVUNL;
- (b) The Company shall at all times have a well-organized establishment with experienced and qualified staff for proper administration and supervision of various activities as per the Agreement;
- (c) The Company shall adequately insure at its cost its staff and other enabling services for the entire period of the Agreement against accidents, fire hazards as well as third party insurance covering men/materials/ equipment etc., engaged for the Works;
- (d) The Company shall arrange for the entire equipment and machinery necessary to perform the Works. The Company shall also arrange for all labour and employees required for the Works at their cost. Further all expenses incurred right from furnishing application for allotment of coal / coal block(s) upto mining (including cost of land/lease, fees and arranging all clearances / reports / licenses) and thereafter up to entire contract period shall be borne by the the Company. Moreover, all charges incurred for arranging Mines data, Geological data / reports shall be borne by the the Company. RVUNL shall not bear any expenses at any stage except as provided in Clause 3.3;
- (e) The Company shall keep the Thermal Power Station authorities informed about the movement of Coal from the Mines on day to day basis, including information about the movement, dispatches and receipt of rakes at the Thermal Power Stations;

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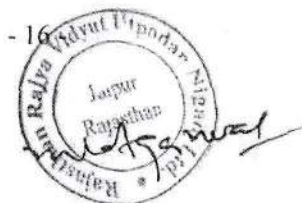


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- (f) The Company shall obtain all statutory clearances/ licenses for the operation of Mines;
- (g) The Company shall furnish monthly report to RVUNL of Coal mined, washed and dispatched from the Mines and the Rejects generated; and
- (h) The Company shall deliver the Coal mined from the Mines to RVUNL's Thermal Power Stations in accordance with Clause 4.
- (i) The Company shall be responsible & liable for achieving the milestones for development of coal block and also for guaranteed coal production. Failure to adhere to the milestones/ guaranteed production, if any penalty is imposed or Bank Guarantee is en-cashed it shall be to the Company account.
- (j) The Company shall comply with all Applicable Laws and observe Good Industry Practice for the protection of the general health, safety, welfare, social security and minimum wages of employees engaged at the Coal Mine, including employees of any contractor or sub-contractor and of all other persons having legal access to the area covered by "Allotment Agreement".
- (k) Without prejudice to the generality of the foregoing, the Company shall ensure payment of minimum wages to the employees engaged at the Coal Mine and in related activity including employees of any contractor or sub-contractor.
- (l) The Company shall install and utilize such recognized modern safety devices and observe such recognized modern safety precautions as are provided and observed under Good Industry Practice. The Company shall maintain in a safe and sound condition for the duration of this Agreement all infrastructure and equipment constructed or acquired in connection with mining operations and required for ongoing operations.
- (m) The Company shall train employees engaged at the Coal Mine, including employees of any contractor or sub-contractor and of all other persons having legal access to the area.
- (n) The Company shall construct, maintain, and operate health programs and facilities to serve the employees engaged at the Coal Mine, including employees of any contractor or sub- contractor and of all other persons having legal access to the area covered by this Agreement, which programs and facilities shall install, maintain and use modern health devices and equipment and shall practice modern health procedures and precautions in accordance with Good Industry Practice.

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- (o) Without prejudice to the generality of the foregoing, in the event the Company provides housing, the same shall be built to a standard that provides suitable living environments adequate for health and well-being, and which meet applicable sanitation standards in terms of Good Industry Practice.
- (p) The Company shall maintain all records as required to be maintained and shall provide such records for the inspection by the Allottee, the State Government concerned, the Central Government and the Nominated Authority.
- (q) The Company shall conduct mining operations at the Coal Mine in accordance with the milestones listed in SCHEDULE E (the "Efficiency Parameters") of the Allotment Agreement and shall provide periodic information regarding development and operation of the coal block to RVUNL for compliance with the Efficiency Parameters in the manner stipulated in Clause 7 (INFORMATION) of the Allotment Agreement for its onward submission to the Nominated Authority and the Central Government.
- (r) The Company shall bear the Fixed Amount in terms of Allotment Agreement or as may be intimated by Nominated Authority/Ministry of Coal.
- (s) The Company shall comply with all the terms & conditions applicable/binding on the RVUN towards development & operation of the coal mine as per terms of the Allotment Agreement.

### 3.2.7 Indemnity

"The Company undertakes that the activities as per milestone prescribed in SCHEDULE E "Efficiency Parameters" of the "Allotment Agreement" except to point no. 18 "EUP Synchronization" shall be adhered by it without prejudice to Clause 4.5. As per condition stipulated in "Allotment Agreement" by Ministry of Coal, Govt. of India, in the event of lapses, if any, in the achievements vis-à-vis the milestones set for, a proportionate amount shall be encashed and deducted from the Performance Security furnished by RVUNL. In the event any amount deducted/en-cashed by the Nominated Authority/Ministry of Coal., GoI on account of any slippage in various milestones /lag in coal production prescribed in SCHEDULE E "Efficiency Parameters" of the "Allotment Agreement" except to point no. 18 "EUP Synchronization" & failure to make payment of the Monthly Payment and any other breach or non-compliance of any of the provisions of Allotment Agreement which are made obligation of the Company, the Company hereby indemnifies RVUNL that the amount deducted in above manner shall be met/ reimbursed by the Company. The Company shall pay/ reimburse all charges related to furnishing Performance Security by RVUNL to the

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Ministry of Coal, GoI as per rules / policy in force equal to one year royalty amount based on the mine capacity which shall be linked with milestone set for development of coal block & for guaranteed coal production. All expenses for furnishing such Performance Security and thereafter revalidating the Performance Security shall also be reimbursed by the Company on production of documentary evidence by RVUNL.

### 3.3 Obligations of RVUNL

RVUNL shall perform and undertake the obligations set out below. RVUNL shall:

- (a) Provide all assistance required by the Company in relation to obtaining and maintaining all necessary clearances, licenses, permits, consents, approvals, no objection certificates in relation to the Works including taking all necessary steps to ensure that the Mining Lease is renewed prior to its expiry; and maintain, at all times, good and valid title as a lessee of the Coal Block free from any liens and encumbrances (except as required by the Company) provided that payments to be made by RVUNL for keeping the lease valid will be to the account of the Company. RVUNL shall provide necessary power of attorney in favour of Company to undertake all above activities on its behalf;
- (b) Authorize the Company to take all required actions and make payments on its behalf as its Agent as required by Applicable Laws in relation to the Scope of Work, provided that RVUNL shall have no obligation or liability for, and will not be required to bear, such payments except Railway Freight and other charges related to rail transportation;
- (c) Make payment to the Company within the due date of all amounts due under this Agreement against delivery of Coal;
- (d) Upon the Company informing RVUNL of its obligations as detailed in clause 3.3 or elsewhere in this Agreement (CMDA) to comply with all Applicable Law affecting the Mining Lease, government dispensation, the Works or this Agreement, RVUNL shall promptly comply with the same and RVUNL shall indemnify and hold harmless the Company and be responsible for all liabilities and losses caused to the Company as a result of its failure for non-fulfilling of obligations of RVUNL defined in clause 3.3 or elsewhere in CMDA, except if such failure is as a result of the Company's failure to perform its obligations under this Agreement or failure of third party not under the control of RVUNL;
- (e) When requested to do so by the Company, co-operate with the Lenders and the Lenders' Representative as required by any of them including creating a security interest over the land and Mining Rights as provided in Clause 12(ii);
- (f) At all times co-operate with Government Authorities in relation to the Coal Blocks and the Works;
- (g) Promptly provide information to the Company of any statutory notice, summons



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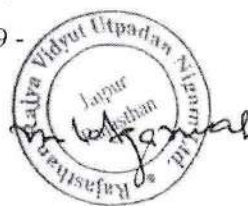
or communication from any Governmental Authority, court or quasi-judicial entity or otherwise in relation to the Mining Lease or which in any manner, may affect the performance of the Works under this Agreement;

- (h) Provide the Company full access to and possession of the Mine Site on and from the date RVUNL is entitled to access and possession of the Mine Site; and
- (i) Make all arrangements at its cost for unloading Coal at the Delivery Point.
- (j) The Company shall be responsible and liable for adhering to the mine closure plan and in case of non-compliance of mine closure plan, if any amount is forfeited by Ministry of Coal, GoI, it shall be to the Company's account.
- (k) RVUNL shall bear Statutory payments viz. Upfront Amount, Monthly Payment based on Reserve Price and any other such payments as maybe enforced by Nominated Authority/Ministry of Coal.
- (l) RVUNL shall furnish the Performance Security (as defined under the Allotment Agreement) to the Ministry of Coal acting through the nominated authority.

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#### 4. PERFORMANCE OF THE WORKS

##### 4.1 Quantity of Coal

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The "Contracted Quantity" or "CQ", as measured at the Delivery Point(s). Provided that where an Operating Year is of less than 12 Months; the Contracted Quantity shall be prorated accordingly.



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C. n. n. n.  
C. n. n. n.  
C. n. n. n.

- 4.1.2 Subject to Clause 4.1.1, the tentative quantity to be delivered at each Thermal Power Station from the [73]rd Month onwards from the date of allotment of the Coal Blocks shall be as under:

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RVUNL reserve the right to revise the quantity /the designated RVUNL Thermal Power Station for delivery within the Contracted Quantity.

- 4.1.3 At least sixty (60) days before any Operating Year, RVUNL shall intimate the Company of the quantity of Coal to be supplied in such Operating Year with breakup of quantities of Coal to be delivered to each of the Thermal Power Stations in each quarter of the Operating Year. Provided that the quarterly quantity of Coal to be delivered shall not be more or less than 10% (ten percent) of the Contracted Quantity prorated quarterly.
- 4.1.4 At least thirty (30) days before the beginning of any quarter, RVUNL shall intimate the Company of the Required Quantity of Coal to be supplied in each Month of the quarter ("**Delivery Schedule**"). Provided that the Monthly quantity of Coal shall not be more or less than 10% (ten percent) of the quantity intimated for the said quarter, prorated Monthly.

**4.2 Measurement of Quantity**

- 4.2.1 The quantity of Coal delivered at the Delivery Point shall be as weighed on the electronic weighbridges at the Delivery Point with print out facility installed in accordance with Clause 4.2.5. The weight of the Coal shall be determined by the difference of actual weight of the loaded wagon/ rake and the actual weight of the empty wagon/ rake taken at the weighbridge of the Thermal Power Station. A representative of the Company shall be present to witness the weighment and sign the challan. The weight so recorded shall be final and conclusive for the purpose of deciding the quantity of Coal delivered. In case the Company does not depute a representative the weight recorded by the RVUNL representative shall be final.
- 4.2.2 If, as a result of any inspection by the statutory inspection authority, any weighbridge of RVUNL is found to be in error in excess of the tolerances provided by Applicable Law (or if no such tolerance is provided by Applicable Law, then in excess of the tolerance provided by BIS or if not provided in BIS, then as established in the manufacturers' specification), then the weighbridge shall not be used for weighing shipments of delivered Coal till the defective weighbridge is rectified, certified and stamped.
- 4.2.3 If there is any failure of the weighbridges or if any weighbridge is found to be defective as per Clause 4.2.2 above, weight of the Coal delivered will be determined



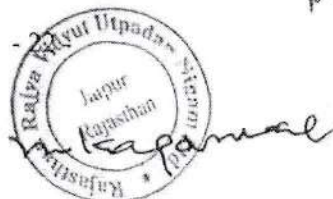
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- A large signature on the left.  
- A signature in the center.  
- A signature on the right.  
- The word "Failash" written diagonally on the far right.



as follows:

- (a) if a rake is partially weighed at the Delivery Point wagon tipplers and at least 25% of the total wagons of a rake could be weighed, the average weight per wagon of weighed wagons will be applied on the remaining unweighed wagons for calculating total actual weight of the rake;
  - (b) if a rake is partially weighed at the Delivery Point wagon tipplers and less than 25% of the total wagons of a rake could be weighed, then the actual weight shall be calculated for that rake on the basis of average actual weight per wagon of all rakes received during the Month and weighed at the Delivery Point;
  - (c) in case no rake is weighed as per 4.2.3(a) above during the Month under consideration, then the previous Month's average of actual weight per wagon of all rakes will be the basis for calculating actual weight at the Delivery Point; and
  - (d) in any event the rake weight at the Delivery Point shall not exceed the RR weight.
- 4.2.4 Neither Party shall have any claim in respect of deliveries completed based on failure of or errors in weigh bridges that may be found after delivery of Coal at the Delivery Point.
- 4.2.5 The weighbridges shall be calibrated by RVUNL as per Applicable Law and/ or manufacturer's guidelines and RVUNL shall provide a certificate of such compliance to the Company.

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#### 4.4 Measurement of Quality

- 4.4.1 The quality of Coal shall be determined by drawing Coal samples from each rake on receipt at Power Projects before unloading. The RVUNL and the Company shall jointly appoint Independent Inspection Agency to carryout sampling and analysis of coal received at Power Projects destination. RVUNL and Company representatives witness the sampling and analysis and the result of the analysis report issued by Independent Inspection Agency shall be sign jointly and valid for all commercial purpose.

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*[Circular stamp: Rajasthan Collieries Ltd. RCL]*

*[Circular stamp: Rajra Vidyalaya Utpadan Nigam, Jaipur, Rajasthan]*

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- 4.4.3 Whenever any repair or maintenance work of the sampler is undertaken by RVUNL, RVUNL shall inform the Company at least one day in advance and the Company shall have the right to be present and witness such repair/maintenance.

#### 4.5 Commencement Date

- 4.5.1 The delivery of Coal shall commence within forty eight (48) Months from the date of allotment of Coal Blocks.

However, the Company shall use its best efforts to commence delivery of Coal within forty two (42) Months from the date of allotment of the Coal Blocks. The Company shall inform RVUNL, the date of commencement of Coal supply at least sixty (60) days in advance. For the avoidance of doubt, no penalties shall be applicable if the Company does not commence delivery of Coal within 42 Months from the date of allotment of Coal Blocks and penalties shall be applicable only if the delivery of Coal does not commence within 48 months of the date of allotment of Coal Blocks.

- 4.5.2 In the event that the Company is unable/prevented from performing its obligations under Clause 3.2 by the required date under Clause 4.5.1 above because of:

- (a) any default by RVUNL of its obligations under this Agreement; or
- (b) a Force Majeure Event.







Commencement date shall be suitably extended.

- 4.5.3 The Commencement Date is essence of the Contract.

- 4.5.4. Further, notwithstanding any other provision herein, if:

- (A) RVUNL is unable or unwilling to receive Coal by the Commencement Date or as per the Delivery Schedule and such failure is not as a result of a Force Majeure event or a failure of the Company to meet its obligations hereunder;

- (a) for a continuous period of fifteen (15) days, RVUNL does not make full

payments due to the Company under this Agreement;

(b) a breach of this Agreement,

and any of the above continues unremedied for more than fifteen (15) days,  
or

(B) a Force Majeure event continues for a prolonged period of 30 (thirty) days and  
as a result of such Force Majeure event RVUNL is unable to take delivery of  
Coal;

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#### 4.6 Minimum level of inventory at Pithead/ Washery

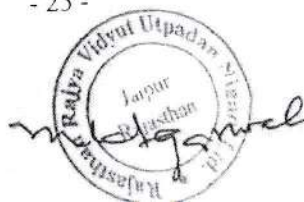
Throughout the Contract Period, the Company shall maintain adequate stock of  
mined and/or washed Coal for 7 days in the mines/ washery in order to meet the  
obligations under this Agreement.

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#### 4.8 Coal Security

To ensure proper security of coal mined from the coal blocks through the Company and to ensure that the same is supplied to Thermal Power Stations only, RVUNL shall have the right to depute its officials and/ or appoint a third party agency at the mining area and/or the railways loading points and/or washery.

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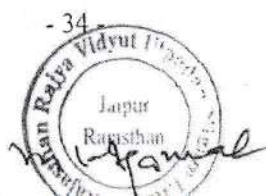
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## 7. FORCE MAJEURE

### 7.1 Event of Force Majeure

Both the parties shall ensure compliance with the terms of the Agreement. However, subject to the other provisions of the Agreement, no party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of the Agreement to the extent such failure has been caused or contributed to by one or more events of Force Majeure. For all intents and purposes of this Agreement, Force Majeure means any event or circumstance which is beyond the reasonable control of either Party claiming Force Majeure (the "**Affected Party**") and adversely and directly renders the performance of the Party impossible in whole or part. Where such impossibility of performance is in part, the affected party shall not be relieved of the performance of that part which is not so rendered impossible subject to the principle stated herein before. Force Majeure shall include the following:-

- (A) Political Force Majeure events including the following events and circumstances and other like events and circumstances:
- (i) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and / or not directly involving India;
  - (ii) Any act, restraint or regulation of any Governmental Authority including any Local, State, or Central Government of India or any department, instrumentality or agency thereof (each a Government Agency) including:
    - a) Any act, regulation or restraint constituting a Change in Law;
    - b) Any failure by a Government Agency to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made;
    - c) The expropriation by any Government Agency or compulsory acquisition of any shares in or assets or rights of the



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Company;

- (iii) Strike, lockout or other labour difficulties including any strike, lockout by railways employees that do not relate solely to the Party claiming Force Majeure;

or

are part of a nation-wide or regional strike or other labour action;

or

are caused in whole or in part by agitation, civil commotion, unrest and are in existence for a minimum period of 15 (Fifteen) days;

- (B) Non-political Force Majeure events including the following events and circumstances and other like events and circumstances.

- (i) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- (ii) Epidemic, famine or plague;
- (iii) Radioactive contamination or ionizing radiation;
- (iv) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof; or
- (v) Strike, lockout or other labour difficulties that relate solely to the Party claiming Force Majeure which are in existence for a minimum period of 15 (Fifteen) days.

Any party claiming the benefit of this article shall formally notify in writing and seek to satisfy the other party of the existence of such a Force Majeure event and shall make its best endeavours to resume performing its normal obligations as soon as possible after the cessation of such a Force majeure.

## 7.2 Burden of Proof

The burden of proof as to whether a Force Majeure event has occurred shall be upon the Affected Party claiming the Force Majeure event. In the event that the Parties are unable to agree in good faith that a Force Majeure event has occurred, the Parties shall resolve their dispute in accordance with the provisions of this Agreement.

## 7.3 Effect of Force Majeure

If either Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from performance of the Agreement to the extent it is affected by the Force Majeure event and neither Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of any failure to carry out the terms of the Agreement to the extent such failure has been caused or constituted by an event of Force Majeure provided:

- (i) The Affected Party provides written notice promptly to the other Party that such an event has occurred specifying the particulars of the occurrence;
- (ii) The Affected Party continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
- (iii) The Affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance as soon as possible;
- (iv) The Affected Party shall provide the other Party with prompt notice of the cessation of the Force Majeure and shall promptly thereupon resume performance hereunder;
- (v) The occurrence of an event of Force Majeure shall not relieve either Party from its obligations to make any payment hereunder for performance rendered prior to the occurrence of Force Majeure or for partial performance hereunder during periods of Force Majeure;
- (vi) The Force Majeure event shall not relieve either Party from its obligation to comply with Applicable Laws;
- (vii) If a Force Majeure event continues for a prolonged period of 30 (thirty) days and as a result of such Force Majeure RVUNL is not able to take delivery of the Coal, the Company may dispose of Coal in accordance with Clause 4.5.4.

## 8. EVENTS OF DEFAULT

### 8.1 Company Event of Default

A Company Event of Default ("**Company Event of Default**") under this Agreement shall exist upon the occurrence of any one or more of the following events:

- (i) A material breach by the Company of its obligations under Clause 3.2 and 4 of this Agreement which is not cured within thirty (30) days of notice thereof;
- (ii) Commencement Date is delayed six (6) Months beyond the period specified under Clause 4.5.1 subject to such event not being caused by a default of RVUNL or an Event of Force Majeure; or
- (iii) Failure by the Company to deliver at least 80% of the Monthly RQ in any continuous period of twelve (12) Months after the Commencement Date subject to such event not being caused by a default of RVUNL or an Event of Force Majeure; or
- (iv) Failure by the Company to replenish the Security Deposit in accordance with Clause 14.5.

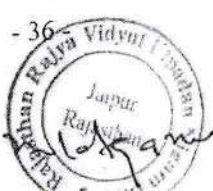
### 8.2 RVUNL Events of Default

An RVUNL event of default ("**RVUNL Event of Default**") under this Agreement

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shall exist upon the occurrence of any one or more of the following events:

- (i) Failure by RVUNL to make any payment or part thereof due to the Company under this Agreement upon the expiry of thirty (30) days from the Due Date; or
- (ii) A material breach by RVUNL of its obligations under Clause 3.3 of this Agreement which is not cured within thirty (30) days of notice thereof provided it is not caused due to default of company or an event of force majeure; or
- (iii) Inability or unwillingness to accept Coal deliveries on the Commencement Date or as per the Delivery Schedule and such default is not cured within sixty (60) days.

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## 9. REPRESENTATION, WARRANTIES AND COVENANTS

### 9.1 Representation & Warranties

Each Party hereby represents and warrants to the other Party as follows:

- (i) That it is a corporation, validly existing and in good standing under the laws of its place of incorporation and is qualified to do business and is in good standing in all other places where necessary in light of the business and properties it conducts and owns;

*Pragati*



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- (ii) The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action;
- (iii) This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms except to the extent that its enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity;
- (iv) To the best of knowledge, the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of the terms of the Memorandum and Articles of Association of such Party or of any Applicable Laws, governmental orders or guidelines, or any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected; and
- (v) This Agreement and the transaction contemplated hereunder constitute private and commercial acts of such Party and such Party is not entitled to claim any immunity, sovereign or otherwise with respect to its obligations under this Agreement.

## 9.2 Compliance with Laws

- (i) The Company covenants with RVUNL that it shall obtain and during the Term of this Agreement, it shall renew and maintain, as an agent of RVUNL or on its own behalf as may be legally applicable, all permits, licenses and approvals required under Applicable Laws to be held in connection with development and construction of the Coal Block, the mining, transportation and delivery of Coal, all as contemplated by this Agreement, and as otherwise required for the performance by the Company of its obligations hereunder, and RVUNL covenants to take all such actions necessary to obtain and maintain such permits, licenses and approvals.
- (ii) The Company shall promptly notify RVUNL of any actual loss, revocation, termination, amendment or breach of any such permit, license or approval or any breach of Applicable Laws related to performance of this Agreement.
- (iii) The Company and RVUNL shall take all action required under Applicable Laws in connection with the Works, including obtaining approvals and permissions under Applicable Laws for the arrangements envisaged under this Agreement.

## 10. RESOLUTION OF DISPUTES AND GOVERNING LAW

### 10.1 Good Faith Negotiation

In the event of a dispute, disagreement or difference (each a "Dispute") arising out of or in connection with performance of this Agreement and/or the rights and liabilities of the Parties to this Agreement in respect of which a procedure for the resolution of the Dispute is not otherwise provided for in this Agreement, the following provision shall apply:

- (i) Either Party shall give to the other written notice setting out the material particulars of the dispute and requiring a senior authorized officer from each

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of the Company and RVUNL to meet within seven (7) Business Days of the date of receipt of such notice by the relevant Party to attempt in good faith, and using their best endeavors at all times, to resolve the Dispute, and

- (ii) If any Party fails or refuses to meet as required by the aforesaid notice or if the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by each authorized senior executive officer, within seven (7) Business Days after the date of receipt of the aforesaid notice by the relevant Party then the provisions of Clause 10.2 shall apply.
- (iii) The Dispute shall not be subjected to the provisions of this Agreement dealing with conciliation and arbitration or to any litigation unless and until the provisions of Clauses 10.1(i), and 10.1(ii) mentioned above are fulfilled.

### 10.2 Arbitration

In case of any dispute or differences arising between the Company and RVUNL under or in relation to the terms and conditions and interpretation of the Tender or JV Agreement or this Coal Mining and Delivery Agreement, the same shall be resolved through the process of Arbitration. Each of the Parties is entitled to nominate an Arbitrator in case both of them fail to agree upon a sole Arbitrator to resolve the disputes. In the event of each Party appointing an Arbitrator, the two Arbitrators by mutual consent appoint an Umpire in case of difference of opinion in resolving the disputes and differences. Both the Parties agree that the provisions of Arbitration and Conciliation Act 1996 as amended from time to time will be applicable for resolution of disputes. The cost of arbitration will be shared equally by both the parties in case of nomination of sole arbitrator /umpire. The Place of Arbitration shall be Jaipur and the award shall be final and binding upon the Parties.

### 10.3 Governing Law and Jurisdiction of court to Deal with Disputes

This Agreement shall be governed by the law of India for the time being in force and be subject to the court of competent jurisdiction at Jaipur, Rajasthan, India. All Disputes shall be deemed to have arisen at Jaipur and subject to 10.1 and 10.2, no courts other than courts in Jaipur shall have jurisdiction to entertain or try the same.

## 11. SUCCESSORS AND ASSIGNS

Subject to Clause 12, the performance of the obligations of the Parties under this Agreement, including any rights for monies or payments, shall not be assigned/ transferred by either Party except upon the express written consent of the other Party.

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*P. Singh*



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*Kailash*



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### 13. MISCELLANEOUS

#### 13.1 Independent Contractor

The Company shall at all times act as and be deemed to be an independent contractor for all purposes of this Agreement, except as expressly provided as per this Agreement neither the Company nor its employees shall act as or be deemed to be employees, representatives, agents or partners of RVUNL and the Company shall not perform any act nor make any representation to any Party to the effect that the Company or any of its agents, representatives or employees is the agent of RVUNL.

#### 13.2 Confidentiality

The Company and RVUNL shall treat as confidential the contents of this Agreement and any information obtained as a result of negotiation and performance of this Agreement which either Party identifies to the other as being proprietary or confidential in nature, except that RVUNL or the Company may disclose such information to their respective professional and legal advisors, and to proposed Lenders provided such persons agree to maintain confidentiality of such information. It is understood, however, that such information may also be disclosed when required by a Court, the Government, the Parliament, State legislature, any Governmental agency or under the Right to Information Act or any other statutory authority or regulatory body who may rightfully demand the same. The provisions of the preceding paragraph shall not apply to:

- (i) Any information in the public domain otherwise than by breach of this Agreement;
- (ii) Information in the possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
- (iii) Information obtained from a third party who is free to divulge the same, which is not obtained under any obligation of confidentiality.

The provisions of this clause shall take effect from the Effective Date and shall survive the termination or expiry of this Agreement.

#### 13.3 Language

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The language of this Agreement shall be English. All documents notices, waivers and all other communications written otherwise between the Parties in connection with this Agreement shall be in English.

#### 13.4 Amendments

No amendment or modification of the terms of this Agreement shall be binding on either RVUNL or the Company unless reduced to writing and signed by both Parties. Notwithstanding the foregoing, the Parties mutually agree to correct any typographical mistakes found in the Agreement.

#### 13.5 Severability

- (i) If by virtue of any law / statute / order / decision / judgment of any court or other tribunal of competent jurisdiction any provision of this Agreement is declared invalid or unenforceable it shall not affect the validity or enforceability of the remainder of this Agreement and the remaining terms of this Agreement shall remain in full force and effect. The Parties shall negotiate alternate legally binding provisions with the same economic effect.
- (ii) In the event of any change or re-organization of the corporate structure, direct or indirect ownership, assets or rights, corporate control, or creation of an encumbrance of any type of any of the Parties, that impinges upon or affects in any manner the Mining Lease, acquisition (by way of sale or by operation of law) of all or any part of either Party's assets or shareholding by a third party, assignment or sale or encumbrance of any type of all or any part of either Party's assets or rights, this Agreement shall survive and be binding upon the organization or entity succeeding, or deemed to be succeeding the Party, or in case of RVUNL, exercising the rights and obligations of RVUNL as the lessee in the Mining Lease. If a third party's consent is necessary to give effect to the foregoing, the relevant Party undertakes that it shall not consent to any transaction of a similar nature as aforementioned without first notifying such third party of this stipulation and obtaining such third party's deed of adherence to this Agreement.

#### 13.6 Other Agreements

This Agreement together with any documents referred to in it supersedes any and all oral and written agreements, drafts, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof, except as hereinafter provided. With respect to any matter which is not provided for in this Agreement, the provisions of the Tender, the Bid and the letter of intent of RVUNL dated June 13, 2011 would be binding between the Parties.

#### 13.7 Counterparts

This Agreement may be executed in any number of counterparts and each counterpart shall have the same force and effect as the original instrument.

#### 13.8 Notices

- (a) Any notice (which term shall in this Clause include any other communication)

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required to be given under this agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.

- (b) Each Party shall nominate a list of representatives each of which is, until notice of a replacement representative has been given in accordance with this Clause, empowered to accept personal delivery of any notice hereunder ("**Representative(s)**"). Each Party shall ensure that at all times during each Business Day from the Signature Date at least one of its Representatives is present at the Plant/colliery/registered office to accept service of notices.
- (c) Any such notice shall be addressed as provided in sub-Clause (iv) and may be:
- (i) personally delivered to the Representative of the Party to be served at the Thermal Power Plant/the Mines or at the address of the Party to be served as set out in sub-Clause (iv) marked for the attention of the Managing Director in which cases it shall be deemed to have been given upon delivery if it is delivered not later than 17.00 hours on a Business Day or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 10.00 hours on the next Business Day; or
  - (ii) sent by pre-paid registered/ speed post, in which case it shall be deemed to have been given three Business Days after the date of posting; or
  - (iii) sent by facsimile, in which case it shall be deemed to have been given on the date of dispatch, subject to confirmation of uninterrupted transmission by a transmission report, provided that any notice dispatched by facsimile after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 10.00 hours on the next Business Day.
  - (iv) The addresses and other details of the Parties referred to under this Agreement are:

For RVUNL

For the attention of: M.K. AGARWAL

Address: VIDYUT BHAWAN, RVUN, JANMATH, JYOTI

Telephone Number: 0141-2741097 NIAGAR, JAIPUR.

Facsimile Number: 0141-2741097

For the Company

For the attention of: Director, Rajasthan Collieries Limited

Address: 6F-32, Mahima Trinity, Plot no.5, Swaj FARM, New Sangamner Road,

Telephone Number: 0141-2292063 Sodala, Jaipur-19.

Facsimile Number: 0141-2292065







- (v) Either Party to this Agreement may notify the other Party of any


change to the address or any of the other details specified in sub-Clause (iv), provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.

### 13.9 Survival of Provisions

The termination or expiration of this Agreement shall be without prejudice to any claims relating to or arising out of any antecedent breach of this Agreement and shall not affect any accrued rights of either Party or any of the provisions of this Agreement which are expressly or by implication to come into or to continue in force after such termination or expiration.

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IN WITNESS WHEREOF, the Parties hereto intending to be legally bound, have caused this Agreement to be signed by their respective officers duly authorized for that purpose as to the date and year first set out above.

By **Rajasthan Rajya Vidyut Utpadan Nigam Limited**  
Authorised Signatory

Name:

*M. K. Agarwal* 24/5/2016  
M. K. AGARWAL

Designation:

DIRECTOR (PROJECTS)

In presence of:

Name: *Prakash Israni* DYLE (FUEL), RVUN, JAIPUR

Address: Room - 8, SHED-10, VIDYUT BHAWAN, JANAPATH, JYOTI NGR  
JAIPUR-01

By **Rajasthan Collieries Ltd.**  
Authorised Signatory

Name:

*Rajesh Agrawal* *Rajesh*

Designation:

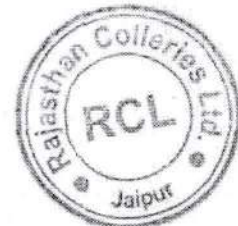
Director

In presence of

Name: R. K. JAIN.

*R. K. Jain* 24/5/16

Address: 6F-32, MAHIMA TRINITY,  
SWEET FARM, SODHALA,  
JAIPUR - 302019.



*Prakash Israni*  
*Rajesh* (A)

