

ଓଡ଼ିଶା କୋଲ୍ ଆଣ୍ଡ ପାୱାର ଲିମିଟେଡ୍

ଜୋନ୍-ଏ, ଚତୁର୍ଥ ମହଲା, ଫରୁକ୍ ଟାୱାର,
ଚନ୍ଦ୍ରଶେଖରପୁର, ଭୁବନେଶ୍ୱର - ୭୫୧୦୨୩

ସର୍ବସାଧାରଣ ବିଜ୍ଞପ୍ତି

କେଶ ନମ୍ବର ୫ ଅପ୍ ୨୦୨୫

- ୧) ବିଦ୍ୟୁତ୍ ନିୟମ, ୨୦୦୩ର ଧାରା ୬୨ ଏବଂ ୮୬ ଅନୁଯାୟୀ ଆବେଦନ ପ୍ରକାଶନ ଓଡ଼ିଶା ଇଲେକ୍ଟ୍ରିସିଟି ରେଗୁଲେଟରୀ କମିଶନ୍ (ଓଇଆରସି) (କେନେରେସନ୍ ଶୁଳ୍କ ନିର୍ଣ୍ଣୟ ପାଇଁ ସର୍ଭାବଳୀ ଏବଂ ନିୟମାବଳୀ) ନିୟମାବଳୀ, ୨୦୨୦ ଏବଂ ଓଇଆରସି (ଇଣ୍ଟିଗ୍ରେଟେଡ୍ ଖଣିରୁ କୋଇଲାର ଇନପୁଟ୍ ମୂଲ୍ୟ ନିର୍ଣ୍ଣୟ) ନିୟମାବଳୀ, ୨୦୨୪ ସହିତ ଓଇଆରସି (କଣ୍ଟ୍ରୋଲ୍ ଅଫ୍ ବିଜିନେସ୍) ନିୟମାବଳୀ, ୨୦୦୪ ଅନୁଯାୟୀ ଦାଖଲ କରାଯାଇଥିବା ଆବେଦନପତ୍ର ଯଥା (୧) ମଞ୍ଜୁରୀପ୍ରାପ୍ତ ନିମନ୍ତେ ମନୋହରପୁର ଏବଂ ତିପସାଇଡ୍ ମନୋହରପୁର କୋଇଲା ଖଣିରୁ ପ୍ରଦାନ କରାଯାଇଥିବା ତା୩୦.୦୯.୨୦୨୧ (ବାଣିଜ୍ୟିକ କାର୍ଯ୍ୟ ତାରିଖ) ରୁ ୩୧.୦୩.୨୦୨୪ ପର୍ଯ୍ୟନ୍ତ କୋଇଲାର ଇନପୁଟ୍ ମୂଲ୍ୟ ନିର୍ଦ୍ଧାରଣ ଏବଂ (୨) ତା୦୧.୦୪.୨୦୨୪ରୁ ୩୧.୦୩.୨୦୨୯ ପର୍ଯ୍ୟନ୍ତ ଉକ୍ତ କୋଇଲା ଖଣିରୁ ପ୍ରଦାନ କରିବାକୁ ଥିବା କୋଇଲାର ଇନପୁଟ୍ ମୂଲ୍ୟ ନିର୍ଦ୍ଧାରଣ ନିମନ୍ତେ ଓଇଆରସି (ଭୁବନେଶ୍ୱର-୨୧)କୁ କରାଯାଇଥିବା ଅନୁମୋଦନ ।
- ୨) ଓଡ଼ିଶା କୋଲ୍ ଆଣ୍ଡ ପାୱାର ଲିମିଟେଡ୍ (ଓସିପିଏଲ୍) ଦ୍ୱାରା ଓଇଆରସିକୁ ୧୧.୦୨.୨୦୨୫ରେ ଦାଖଲ କରାଯାଇଥିବା ଆବେଦନପତ୍ର ଯଥା (୧) ମଞ୍ଜୁରୀ ପ୍ରାପ୍ତ ନିମନ୍ତେ ମନୋହରପୁର ଏବଂ ତିପସାଇଡ୍ ମନୋହରପୁର କୋଇଲା ଖଣିରୁ ପ୍ରଦାନ କରାଯାଇଥିବା ତା୩୦.୦୯.୨୦୨୧ (ବାଣିଜ୍ୟିକ କାର୍ଯ୍ୟ ତାରିଖ) ରୁ ୩୧.୦୩.୨୦୨୪ ପର୍ଯ୍ୟନ୍ତ କୋଇଲାର ଇନପୁଟ୍ ମୂଲ୍ୟ ନିର୍ଦ୍ଧାରଣ ଏବଂ (୨) ତା୦୧.୦୪.୨୦୨୪ରୁ ୩୧.୦୩.୨୦୨୯ ପର୍ଯ୍ୟନ୍ତ ଉକ୍ତ କୋଇଲା ଖଣିରୁ ପ୍ରଦାନ କରିବାକୁ ଥିବା କୋଇଲାର ଇନପୁଟ୍ ମୂଲ୍ୟ ନିର୍ଦ୍ଧାରଣର ସାର୍ବଜନୀନ ବିଜ୍ଞପ୍ତିର ଦାଖଲ ଏବଂ ସବିଶେଷ ବିଷୟଗୁଡ଼ିକ ଓସିପିଏଲ୍ ୱେବସାଇଟ୍ www.ocpl.org.in ଓ ଆୟୋଗର ୱେବସାଇଟ୍ www.orierc.org ରୁ ଜାଣନଲୋଡ୍ କରାଯାଇପାରିବ ।
- ୩) ଓସିପିଏଲ୍ ଦ୍ୱାରା ଦାଖଲ କରାଯାଇଥିବା ଆବେଦନପତ୍ରର ସମ୍ପୂର୍ଣ୍ଣ ସେବ୍ ବିଦ୍ୟୁତ୍ ନିୟମ, ୨୦୦୩ର ଧାରା ୬୨ ଓ ୮୬ ଏବଂ ଓଇଆରସି (ଇଣ୍ଟିଗ୍ରେଟେଡ୍ ଖଣିରୁ କୋଇଲାର ଇନପୁଟ୍ ମୂଲ୍ୟ ନିର୍ଣ୍ଣୟ) ନିୟମାବଳୀ, ୨୦୨୪ ଅନୁଯାୟୀ ଓସିପିଏଲ୍ କାର୍ଯ୍ୟାଳୟରୁ (ଭୁବନେଶ୍ୱର-୭୫୧୦୨୩) ତା୦୪.୦୪.୨୦୨୫ କିମ୍ବା ପୂର୍ବରୁ କାର୍ଯ୍ୟାଳୟ ସମୟରେ ୧୦୦ ଟଙ୍କା ଶୁଳ୍କ ପ୍ରଦାନ କରି ଉକ୍ତ ପତ୍ରର ଫଟୋକପି ମଧ୍ୟ ପାଇପାରିବେ ।
- ୪) ଯଦି କୌଣସି ପରାମର୍ଶ/ଆପତ୍ତି ଥାଏ, ଉକ୍ତ ପରାମର୍ଶ/ଆପତ୍ତିକୁ ପତ୍ର ମାଧ୍ୟମରେ ଆବଶ୍ୟକୀୟ ତଥ୍ୟ ସହିତ ଓଇଆରସିର ସଚିବଙ୍କ କାର୍ଯ୍ୟାଳୟ ଯଥା: "ଓଡ଼ିଶା ଇଲେକ୍ଟ୍ରିସିଟି ରେଗୁଲେଟରୀ କମିଶନ୍, ପ୍ଲଟ୍ ନମ୍ବର ୪, ଶୈଳଶ୍ରୀ ବିହାର, ଚନ୍ଦ୍ରଶେଖରପୁର, ଭୁବନେଶ୍ୱର-୭୫୧୦୨୧" ଠିକଣାରେ ବ୍ୟକ୍ତିଗତ ଭାବରେ କିମ୍ବା ତାଙ୍କ ମାଧ୍ୟମରେ ଦାଖଲ କରାଯାଇପାରିବ, ଯାହା ଓଇଆରସିର କାର୍ଯ୍ୟାଳୟରେ ତା୦୪.୦୪.୨୦୨୫ କିମ୍ବା ପୂର୍ବରୁ ପହଞ୍ଚିବା ଆବଶ୍ୟକୀୟ ଅଟେ ଏବଂ ଉକ୍ତ ପତ୍ରର ଏକ ନକଲ୍ ନିମ୍ନ ସ୍ଥାପନିତ ବ୍ୟକ୍ତିଙ୍କୁ ପ୍ରଦାନ କରିବା ଜରୁରୀ ଅଟେ ।
 - (କ) ପରାମର୍ଶ/ଆପତ୍ତିପତ୍ର ସାତଟି କପି ସହିତ ଦାଖଲ କରାଯିବା ଜରୁରୀ ଅଟେ ଏବଂ ଏଥିରେ ସମ୍ପୂର୍ଣ୍ଣ ବ୍ୟକ୍ତିର ସମ୍ପୂର୍ଣ୍ଣ ନାମ ସହିତ ସଂସ୍ଥା/ପ୍ରତିଷ୍ଠାନର ସମ୍ପୂର୍ଣ୍ଣ ତାଳଠିକଣା, ଇ-ମେଲ୍ ଆଇଡି ଏବଂ ଯୋଗାଯୋଗ ତେଲିଫୋନ୍ ନମ୍ବର ରହିବା ଆବଶ୍ୟକୀୟ ଅଟେ । ଉକ୍ତ ପତ୍ରଟି ଏକ ଆପିଡେଭିଟ୍ ଦ୍ୱାରା ଦାଖଲ କରିବା ଜରୁରୀ ଅଟେ ।
 - (ଖ) କେବଳ ଆପିଡେଭିଟ୍ ସହିତ ଗ୍ରହଣ କରାଯାଇଥିବା ବୈଧ ଆପତ୍ତି/ପରାମର୍ଶଗୁଡ଼ିକ ଶୁଣାଣି ପାଇଁ ବିଚାରକୁ ନିଆଯିବ ।
- ୫) ଯେଉଁ ପକ୍ଷମାନଙ୍କର ଆପତ୍ତି ସ୍ୱୀକାର କରାଯିବ, କମିଶନ ସେମାନଙ୍କୁ ଶୁଣାଣିର ତାରିଖଗୁଡ଼ିକ ବିଧିବଦ୍ଧ ଭାବରେ ଜଣାଇବେ ।

ତାରିଖ: ୧୮.୦୪.୨୦୨୫ ମୁଖ୍ୟ କାର୍ଯ୍ୟନିର୍ବାହୀ ଅଧିକାରୀ (ଓସିପିଏଲ୍)



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**Odisha
Coal and
Power
Limited**

Odisha Coal and Power Ltd.

Zone-A, 4th Floor, Fortune Tower,
Chandrasekharpur, Bhubaneswar-23

PUBLIC NOTICE

Case No. 05 of 2025

1. Publication of Application under Sections 62 & 86 of the Electricity Act, 2003 read with OERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2020 & OERC (Determination of Input Price of Coal from Integrated Mine) Regulations, 2024 along with OERC (Conduct of Business) Regulations, 2004 for (i) approval of input price of coal supplied from Manoharpur and Dipside Manoharpur Coal Mine for a period from date of commercial operation i.e. 30.09.2021 to 31.03.2024 (ii) determination of input price of coal from 01.04.2024 to 31.03.2029 before the Odisha Electricity Regulatory Commission, Bhubaneswar-21.
2. Odisha Coal and Power Ltd. (in short OCPL) has submitted its application to the Odisha Electricity Regulatory Commission on 11.02.2025 (i) approval of input price of coal supplied from Manoharpur and Dipside Manoharpur Coal Mine for period from date of commercial operation i.e. 30.09.2021 to 31.03.2024 (ii) determination of input price of input price from 01.04.2024 to 31.03.2029. This public notice along with the details of filing and relevant matters may be downloaded from the OCPL's website www.ocpl.org.in as well as the Commission's website www.orierc.org.
3. The full set of the Application under Sections 62 & 86 of the Electricity Act, 2003 and OERC (Determination of Input Price of Coal from Integrated Mine) Regulations, 2024 as filed by M/s. OCPL can also be obtained from the office of OCPL, Bhubaneswar-23 on payment of the photocopying charges of Rs.100/- during the office hours on or before **04.05.2025**.
4. Suggestions/objections, if any, together with supporting materials may be filed before the Secretary, Odisha Electricity Regulatory Commission, Plot No. 4, Sailashree Vihar, Chandrasekharpur, Bhubaneswar-751021 in person or through Registered Post including Courier Services only so as to reach him on or before **04.05.2025** positively serving also a copy to the undersigned.
 - a. The suggestions/objections should be filed in seven copies and should carry the full name and postal address with PIN Code of the person/organisations/ institutions along with E-mail ID & contact Telephone Number and shall be supported by an affidavit.
 - b. Only valid objections/suggestions supported through affidavit will be taken up for hearing.
5. The dates of the hearing shall be duly communicated to the parties by the Commission whose objections are admitted.

**Chief Operating Officer,
OCPL**

Date. 18.04.2025

BEFORE THE HON'BLE ODISHA ELECTRICITY REGULATORY COMMISSION,
BHUBANESHWAR

PETITION NO.....

IN THE MATTER OF

: Petition Under Section 62 and 86 of the Electricity Act, 2003 read with read with Odisha Electricity Regulatory Commission (Terms & Conditions for Determination of Generation Tariff) Regulation, 2020, Odisha Electricity Regulatory Commission (Determination of Input Price of Coal from Integrated Mine) Regulations, 2024 and OERC (Conduct of Business) Regulation, 2004 for (i) approval of input price of coal supplied from **Manoharpur and Dipside Manoharpur Coal Mine** for the period from date of commercial operation **i.e. 30.09.2021 to 31.03.2024** (ii) determination of input price of input price from **01.04.2024 to 31.3.2029**.

PETITIONER:

- 2. ODISHA COAL AND POWER LTD.**
(Allottee Company)
ZONE-A, 4TH FLOOR FORTUNE TOWERS,
CHANDRASEKHARPUR BHUBANESWAR Khordha
(CIN U10100OR2015SGC018623)



INDEX

Sl. No.	Description	Page No.
1.	Petition for Approval of input price of coal supplied from Manoharpur and Dipside Manoharpur Coal Mine for the period from 30.09.2021 to 31.03.2024 and from 1.4.2024 to 31.3.2029.	
2.	Appendix-I Tariff Forms	
3.	Annexure P-1 Copy of the Notification of the Odisha Electricity Regulatory Commission (Determination of Input Price of Coal from Integrated Mine) Regulations, 2024.	
4.	Annexure P-2 Allotment Order dated August 31, 2015 issued by the Ministry of Coal, Government of India.	
5.	Annexure P-3 Copy of the original Board approval and Statement of estimated capital cost in DPR approved by the Board (Page 1 of Appendix-A)	
6.	Annexure P-4 Copy of the Allotment Agreement dated 31.3.2015	
7.	Annexure P-5 Guidelines of Mine Closure issued by the Ministry of Coal on 29 th May, 2020	
8.	Annexure P-6	

	Guidelines of Mine Closure issued by the Ministry of Coal on 29 th May, 2020	
9.	Annexure P-7 Relevant Clause of Mine Closure in Mine Operator Agreement	
10.	Annexure P-8 Relevant Clause of Mine Closure in Mine Operator Agreement	
11.	Annexure P-9 Approval of COD Date by Board	
12.	Annexure P-10 Copy of Environment Clearance received from Government of India	
13.	Annexure P-11 Copy of Fuel Supply Agreement with OPGCL	
14.	Annexure P-12 Copy of relevant extracts of MDO agreement (First two page, Mining Fee	
15.	Annexure P-13 Provisional Balance sheet as on COD i.e. 30.9.2021	
16.	Annexure P-14 Audited Financial Statement for the FY-2021-22, 2022-23 and 2023-24	
17.	Annexure P-15 Page 13 of Mine Plan stating that Mine Operator	
18.	Annexure P-16 Relevant Extract of Para 16 of Mine Operator Agreement	


PETITIONER
 Company Secretary
 Odisha Coal and Power Ltd.
 Bhubaneswar

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

PETITION NO.....

IN THE MATTER OF : Petition Under Section 62 and 86 of the Electricity Act, 2003 read with read with Odisha Electricity Regulatory Commission (Terms & Conditions for Determination of Generation Tariff) Regulation, 2020, Odisha Electricity Regulatory Commission (Determination of Input Price of Coal from Integrated Mine) Regulations, 2024 and OERC (Conduct of Business) Regulation, 2004 for (i) approval of input price of coal supplied from **Manoharpur and Dipside Manoharpur Coal Mine** for the period from date of commercial operation i.e. **30.09.2021 to 31.03.2024** and (ii) determination of input price of input price from **01.04.2024 to 31.3.2029..**

PETITIONER: 1. ODISHA COAL AND POWER LTD.
(Allottee Company)
ZONE-A, 4TH FLOOR FORTUNE TOWERS,
CHANDRASEKHARPUR BHUBANESWAR Khordha
(CIN U10100OR2015SGC018623)

THE PETITIONER HUMBLY SUBMITS THAT:-

1. The Petitioner herein Odisha Coal & Power Limited (OCPL) (hereinafter referred to as '**Petitioner**' or '**OCPL**'), is a company incorporated under provisions of the Company Act, initially as a wholly owned subsidiary company of OPGC Ltd (Odisha Power Generation Corporation Limited) on 20th January, 2015 with the main objective of mining and supply of coal.
2. OCPL filed application for allotment of Manoharpur and Dip-side Manoharpur Coal Blocks under the provisions of The Coal Mines (Special Provisions) Second Ordinance, 2014 and was declared as the successful allottee of the said coal blocks on 24th March, 2015.

Company Secretary
Odisha Coal and Power Ltd.
Bhubaneswar

3. It is submitted that two coal blocks namely Manoharpur and Dipside Manoharpur Coal Mine were allotted to ODISHA COAL AND POWER LTD. (“OCPL”) by Ministry of Coal, GoI (MoC) vide allotment order no 103/25/2015/NA dated 31.8.2015 with specified End Use Plant as Odisha Power Generation Corporation Ltd. Expansion Power Project (Unit 3,4,5 and 6). Copy of allotment order is attached as **Annexure-P2**.
4. Now OCPL is joint venture Company between Govt. Of Odisha and OPGC, where OPGC is having 51% and Govt. Of Odisha having 49% share. OCPL files application for allotment of Manoharpur and Dip-side Manoharpur Coal Blocks under the provisions of The Coal Mines (Special Provisions) Second Ordinance, 2014 and is declared as the successful allottee of the said coal blocks on 24th March, 2015. Allotment Order of Manoharpur & Dip-side Manoharpur coal blocks issued on 31st Aug 2015 to OCPL by the Nominated Authority for supply of coal EXCLUSIVELY to OPGC expansion Power Project at Ib-Thermal Power Station, Banaharpali, Jharsuguda, Odisha.
5. It is submitted that Government of India has allocated **Manoharpur and Dipside Manoharpur Coal Mine** to OCPL and entered into allotment agreement on 30.3.2015 (“Allotment Agreement”). This coal mine is allocated to the OCPL for exclusive coal supply to specified end use generating stations of OPGC, whose tariff is determined by the Hon’ble Commission under Section 62 of the Act. Details of the specified end use plant as per Schedule B of the allotment agreement is given as under:-

S.No.	Name of Specified End Use Plant	Address	Configuration	Capacity
1.	Odisha Power Generation Corporation Ltd., Expansion Power Project (Unit 3,4,5 and 6)	Ib Thermal Power Station, Banharpali, Jharsuguda, Odisha	4x660 MW	2640 MW

6. **Manoharpur and Dipside Manoharpur Coal Mine** is to supply Coal to the Thermal Power Station in Banharpali and Jharsuguda Odisha as per the Clause 8.1 of the Allotment Agreement. Further, Clause 8.3 allows the OCPL to make arrangement for optimum utilisation of coal and clause 8.4 allows the OCPL to use the coal in any other plant of

OCPL or its subsidiary. Moreover, Clause 8.5 of the Allotment agreement provides the supply of Coal to the Coal India Ltd at notified price by Coal India Ltd. (“CIL”).

Re: Arrangement for utilisation of Coal

7. The OCPL has made arrangement for the supply of Coal to the End Use Plant by entering into Fuel Supply Agreement (FSA) with the OPGCL a generating company. Further, the OCPL is a subsidiary of the OPGCL with 51% shareholding. Thus, the **Manoharpur and Dipside Manoharpur Coal Mine developed by the OCPL** is sole purpose of the plants of the OPGCL whose tariff is determined by the Commission.
8. Hon’ble Commission has notified the Odisha Electricity Regulatory Commission (Determination of Input Price of Coal from Integrated Mine) Regulations, 2024 (hereinafter ‘Input Price Regulations 2024’) which came into force from 01.04.2024, specifying the regulatory framework for determination of input price of Coal supplied from the Integrated mine to the linked generating station (also defined as end used plant under the Allotment Agreement) for the period 01.04.2024 to 31.03.2029. As regards the applicability, Clause (f) of Regulation 1 of Input Price Regulations 2024 provides as under:

“(f) These regulations shall also apply to all cases where a Generating company has the arrangement for supply of coal from the integrated mine(s), for one or more specified end use Generating stations, whose tariff is required to be determined by the Commission under section 62 of the Act read with section 86 thereof..”
9. It is submitted that Manoharpur and Dipside Manoharpur Coal Mine allotted to the OCPL which is subsidiary of OPGCL. This specific arrangement is being made for the purpose of the development of the Coal mine by deploying expertise related to mining operation. Thus, the said mine is qualified as integrated mine of the OPGCL. The Regulation 2(t) of the Input Price Regulations, 2024 also provides that the allottee company (in this case, it is OCPL) for supply of coal to one or more specified end use Generating stations for generation and sale of electricity to the beneficiaries covered as integrated mine. Relevant Regulation is extracted below:-

“(t) “Integrated Mine” means the Coalmine (allocated to the Allottee Company for use in one or more end use Generating Plant) or basket coal mine (allocated to a Generating Company for use in any of its Generating Stations) or both

being developed by the Allottee Company for supply of coal to one or more specified end use Generating stations for generation and sale of electricity to the beneficiaries.”

10. In terms of Section 86(1)(a) of Electricity Act, 2003, the Hon'ble Commission has been vested with the functions to determine the tariff for generation and supply within the State. The tariff of OPGC is regulated in terms of Section 86 read with Section 61, 62 and 64 of the Electricity Act, 2003 and the Odisha Electricity Regulatory Commission (Terms & Conditions for Determination of Generation Tariff) Regulation, 2020 (“Tariff Regulations, 2020”) notified by the Hon'ble Commission in exercise of powers under Section 181 read with Section 86 of the Electricity Act, 2003.
11. Hon'ble Commission, OERC notified ‘Determination of Input Price of Coal from Integrated mines’ Regulations, 2024 on 29th May, 2024. The regulation extends to state of Odisha. Under the Regulations, the Allottee companies which have COD before the publication of Regulations, are deemed to have been covered under these Regulations.
“Allottee Company” shall mean the company which has been allotted the Coal Mine by the Ministry of Coal, Government of India for supply of coal to the specified end use Generating plants for generation of electricity and supply to its beneficiaries;
12. The Manoharpur and Dipside Manoharpur Coal Mine allotted to the OCPL for supply of coal to one or more specified end use Generating stations of OPGCL for generation and sale of electricity to the beneficiaries is covered under the definition of the “Integrated Mine” under the Input Price Regulations, 2024.
13. Accordingly, OCPL i.e. the allottee company is filing the instant Petition before Hon'ble Commission for determination of Input Price of Coal, under the ‘Determination of Input Price of Coal from Integrated mines’ Regulations, 2024.

Chapter-1 Background

Re: Factual Background about the Manoharpur and Dipside Manoharpur Coal Mine

14. It is submitted that mine plan for the Manoharpur and Dipside Manoharpur Coal Mine was approved by MoC, vide No. 34011/15/2018-CPAM dated 7.3.2016 and 26.09.2019 (including revision) for peak rated capacity of 16 MTPA in September, 2019 with open cast mining. The mining plan envisages the land to be acquired/ leased for the mining area as 1781.591 Ha and mining block area of 1339 Ha. The acquisition of land (either on freehold or lease) requires to undergo from the various clearance, permission and compensation etc. The details of the characteristics of the mine as per the mine plan is as under:-

Sr No	Parameters	Values
1	Mining plan/Mine closure plan Revision number and date of revision, if any	Sep-19
2	Peak rated Capacity	16 MTPA
3	Year in which proposed to be achieved	12th Year
4	Mineable reserves (Opencast)	664.239 Million Metric Tonnes (extractable)
5	Mining area land - Acquired/ Leased	1781.591 Ha (66.78 Hs outside lease)
6	If Leased - Period and terms of lease	30 year
7	Mining Block Area	1339 Ha
8	Type of Mining	Opencast
9	Method of Mining	Opencast mining
10	Mine life in Years	44 Years
11	Scheduled date of commercial operation as per Investment approval	30.9.2021
12	Distance of Loading Point from mine end	2 Km
13	Gross Calorific value (GCV in Kcal/Kg) of coal as per Geological Report, Range ,Mean	2800 -4000, 3100-3400
14	Specific gravity of coal (Avg)	1.78 Tonee/m3
15	Main Equipment	Shovel, Dumper, Surface Miner, Loader Dozer, Motor Grader, Coal Handling Equipment

15. The mine plan is pre-requisite statutory requirement under the Mines and Minerals (Development and Regulation) Act, 1957 (short as “Mine Development Act”). As per

Section 5(2) of the Mine Development Act, the mining lease is not permitted without mine plan. Relevant provision is extracted below:-

“5. Restrictions on the grant of mineral concession

(1) ...

(2) No mining lease shall be granted by the State Government unless it is satisfied that—

- a) there is evidence to show the existence of mineral contents in the area for which the application for a mining lease has been made in accordance with such parameters as may be prescribed for this purpose by the Central Government;*
- b) there is a mining plan duly approved by the Central Government, or by the State Government, in respect of such category of mines as may be specified by the Central Government, for the development of mineral deposits in the area concerned:*

Provided that a mining lease may be granted upon the filing of a mining plan in accordance with a system established by the State Government for preparation, certification, and monitoring of such plan, with the approval of the Central Government.”

16. The mine plan is a comprehensive report that describes the identified land parcels, safety requirement and compliances, location, seams of the coal, quality, suitable methodology for the mining process and corresponding requirement of infrastructure and technical equipment. It describes the overall operations of a mine with the goal of optimizing the extraction of minerals utilizing the mine's available resources. While both budgets and mining plans can provide short-term and (perhaps) mid-term planning information, the mine plan provides long-term planning information. Typically, this long-term planning includes projections related to the entire life of the mine.
17. While mining plan decides the scope of the mining activities, the investment approval of the mine covers the financial resources and other requirement of the project to develop the mine considering the mine plan and other statutory and technical requirements. That means the investment approval is appropriate document for the purpose of tariff. The working group constituted by the Central Electricity Regulatory Commission also recognizes the same as extracted below: -

“3.1.7 The mine plan indicates the methodology to be adopted for mine development including technology but it does not provide the mode of undertaking mine development and estimated expenditure. Investment approval of the generating company is as per mining methodology approved in mine plan and includes all the items required for development of mine and supply of coal or lignite along with estimates. Thus, scope covered under the investment approval may be recognized for the purpose of capital cost. The generating company may be directed to finalize the scope of work covered under department works at the time of investment approval.”

18. We have considered the scope of the mining activities based on the mine plan. The majority expenditure is related to mining activities as per the mine plan. The scope of activities involved in the development of the coal mine and supply of the coal to the End Use Generating Plant It was decided to develop the Manoharpur and Dipside Manoharpur Coal Mine through Mine Developer and Operator (MDO) mode through competitive bidding basis. The mining charge which will be discovered through competitive bidding basis will cover the certain capital and operational expenditure. However, the land acquisition and certain plant and machinery of fixed nature, colony, power evacuation, coal handling plant etc. is to be funded by the OCPL.
19. The allotment order issued by Ministry of Coal, GoI (MoC) vide allotment order no 103/25/2015/NA dated 31.8.2015 also covered the land requirement and statutory clearances. The investment approval of the Manoharpur and Dipside Manoharpur Coal Mine was accorded by OCPL Board at a project cost of Rs. 213193.86 Crs as of price level of 1st Qtr 2010 for 15 MTPA capacity. A copy of the OCPL Board approval is enclosed at **Annexure-P3**.

Re: Chronology of the completion of statutory obligations in development of the integrated mine

20. Allotment order issued by Ministry of Coal, GoI (MoC) vide allotment order no 103/25/2015/NA dated 31.8.2015. Subsequent to allotment, the petitioner has achieved the various events/milestone achieved in respect of the development of the Manoharpur and Dipside Manoharpur Coal Mine.

a) Execution of Mining Lease :

As per Allotment order or Investment approval	Completion
<ul style="list-style-type: none">As per the Schedule -E, Efficiency Parameter of Allotment Agreement dated 30/03/2015 of Manoharpur and Dip side of Manoharpur, Mining Lease has to be filed within the three months of the preparation of the Geological Report of Dip Side of Manoharpur Coal Block.	<ul style="list-style-type: none">The initially Geological Report (GR) was submitted in November 2017 by CMPDI. The Prospecting Report/GR of Dip side Manoharpur was submitted by CMPDI on 19-01-2018 and application Mining Lease for the DipSide of Manoharpur Coal block was filed on 6" Feb 2018

b) Submission of Mine Plan :

As per Allotment order or Investment approval	Completion
	<ul style="list-style-type: none">On 31st May,2019, the OCPL submitted the Mine Plan to the Ministry of Coal in accordance with the "Guidelines for preparation of Mining Plan for the Coal and Lignite blocks which includes detailed exploration of North Western part was carried out by Mineral Exploration Corporation Limited (MECL) and Geological report.

c) Forest Clearance :

As per Allotment order or approval	Completion
	<ul style="list-style-type: none"> The Central Government has accorded Stage II clearance over 276.655 Ha forest land (including 76.19 Ha deemed forest as per dictionary meaning) in coal mine area to the earlier allottee OPGC by letter no F.NO 8-63/2011-FC dated 20.08.2014 and the MoEF&CC (FC division) has transferred the same to the OCPL on 30th November 2015. Another 57.078Ha forest land which was earlier diverted by OPGC for pit head infrastructures under the head MGR vide MoEF&CC letter no; F.No. 8-93/2012-FC dated 19.01.2015 has been transferred in favour of OCPL .
	<ul style="list-style-type: none"> The diversion of additional 15.701Ha forest land is under process. Application for the additional Forest Area lying on the Dip side of the Manoharpur will be applied after approval of this MP & MCP(Rev-III).

d) Environment Clearance :

As per Allotment order or approval	Completion
	<ul style="list-style-type: none"> Ministry of Environment & Forest & Climate Change (MoEF& CC), Government of India had issued Terms of

	<p>Reference (ToR) and accordingly the Environment Impact Assessment/Environment Management Plan (EIA/EMP) Report was submitted to Central Government. Environment Appraisal Committee (EAC), Govt. has recommended the proposal for granting Environment Clearance.</p> <ul style="list-style-type: none"> Environment Clearance for the Manoharpur Block was accorded to the OPGC vide letter no J-11015/139/2008-I.A.II(M), earlier allottee. Same has been transferred to OCPL on 30th December 2015.
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e) Consent of Odhisha Pollution Control Board :

As per Allotment order or approval	Completion
	<ul style="list-style-type: none"> Application for Consent to Establish the Coal Mine has been submitted to Odisha State Pollution Control Board and the same is accorded on 30.12.2013.

f) Approval Water allocation & permits :

As per Allotment order or approval	Completion
	<ul style="list-style-type: none"> Approval from Central Ground Water Authority has been obtained for drawl of 950 cum/day ground water for use in the mine and an application total 558 cum/day water from Hirakud Reservoir has been submitted to Department of Water Resources, Govt. of Odisha. Dept of WR, GoO allocated 5.55 cusec of water from Hirakud reservoir vide its letter no. 8695/WR dated 12-04-2016.

g) Rod Diversion and Nalla Diversion

As per Allotment order or approval	Completion
	<p>Road Diversion:</p> <p>There is a public road passing through the coal block area which requires diversion. The application has been filed to the State Govt. for diversion on 15.11.2013 and it is approved by the state government on 15.01.2014.</p>
	<p>Nalla Diversion :</p> <p>Application has been received by State Water Resources Department for diversion of Garia nalla passing through coal mine area. Nalla Diversion permission transferred and vested in favour of OCPL vide Deptt. of WR letter no. 8693/WR dated 12-04-2016. MO will take up the nalla diversion work. As a small portion of the approved diversion is falling within the Coal bearing Area, fresh application will be submitted to the Concerned authorities for the modified Diversion route</p>

h) Power Connectivity :

As per Allotment order or approval	Completion
	<ul style="list-style-type: none"> • For Mine construction power at 33KV has been planned commensurately approval has been obtained from WESCO for supply of 33 KV to Manoharpur coal mine. • It involves construction & erection of overhead HT line and electrical substation. • The permanent power supply for mine operation shall be at 33 KV from the switchyard of NTPC's Darlipali STPP.

	Approval for drawl of 15 MVA load at 33 KV for this purpose has been obtained from GRIDCO & MoP, Gol.
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i) DGMS and Coal Controller permission :

As per Allotment order or approval	Completion
	<p>DGMS Permission</p> <ul style="list-style-type: none"> • Mine Opening Permission from Director General of Mines Safety (DGMS) is obtained for starting mining operation in the coal mines as per the provision of Coal Mines Regulation, 2017. <p>Coal Controller permission:</p> <ul style="list-style-type: none"> • For opening of a coal mine, permission from Coal Controller, Ministry of Coal, is required broadly based on the above clearances & permits. The process for obtaining the permission will be initiated shortly.

j) Escrow Account and Consent

As per Allotment order or approval	Completion
	<p><u>Escrow Account</u></p> <p>Escrow Account has been opened with the Union Bank of India. First instalment of Mine Closure Cost has been deposited . Agreement executed with the controller, Ministry of. Coal, Govt. of India.</p> <p><u>Consent to Operate the Coal Mine:</u></p>

	<p>OCPL has obtained the permission to operate the Coal Mine from Odisha State Pollution Control Board.</p> <p><u>Consent to Establish R& R Colony-Phase-I</u></p> <p>Consent to Establish R&R Colony-Phase- was obtained by the OPGC, which was later transferred in the name of OCPL.</p> <p><u>Environment Clearance for R&R Colony Phase -1</u></p> <p>Environment Clearance for R&R Colony Phase -1 was obtained by OPGC on 13/01/2014 which was later transferred to the OCPL on 12/09/2016.</p> <p><u>Consent to operate for R&R Colony-Phase-I</u></p> <p>After the construction of R&R colony and complying the conditions mentioned in the Consent to Establish, OCPL applied for the Consent to Operate the R&R Colony, Phase-1 at Sukhabandh. OCPL has obtained the approval for the same.</p>
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Chapter-2 Application for determination of Input Price

Re: Applying Input Price Regulations, 2024 for determination of Input Price from COD i.e. 30.9.2021 to 31.3.2024

21. The Hon'ble Commission, has introduced the regulatory framework for application for determination of Input price in its Input Price Regulations, 2024.

"4. Application for determination of Input Price

(i) The Allottee company having Fuel Supply Agreement (FSA) with the end use generating plant(s) for the supply of coal from an integrated mines shall file a petition in accordance with these Regulations for determination of input price of coal not later than 90 days from the Date of Commercial Operation of the integrated mine or from the date of notification of these regulations.

Provided further, that the Allottee Company having integrated mine(s) shall file petition before the Commission as perform at provided by the Commission for determination of the input price of coal from the integrated mine(s) containing the details of expenditure incurred and projected to be incurred duly certified by the Auditor."

22. The Hon'ble Commission, anticipating that there will be an integrated mine which have commissioned prior to 1.4.2024, has consciously extended the application of Input Price Regulations, 2024 for those mines which have been commissioned prior to 1.4.2024. Clause (d) of Regulation 1 of Input Price Regulations 2024 provides as under:-

"(d) Allottee Companies which have COD before the publication of these Regulations in the Official Gazette are deemed to have been covered under these Regulations."

23. The Tariff Regulations, 2020 also recognizes the input price from integrated mine. This can be ascertained from Regulation 3(1)(nn) of the Tariff Regulations, 2020 is extracted below:

"(f) Auxiliary Energy Consumption or AUX in relation to a period in case of a generating station means the quantum of energy consumed by auxiliary equipment of the generating station, and transformer losses within the generating station, expressed as a percentage of the sum of gross energy generated at the generator terminals of all the units of the generating station;

*Provided that auxiliary energy consumption shall not include energy consumed for supply of power to housing colony and other facilities at the generating station and the power consumed for construction works at the generating station and **integrated coal mine**;*

Provided further that auxiliary energy consumption for compliance of revised emission standards, sewage treatment plant and external coal handling plant (jetty and associated infrastructure) shall be considered separately for the purpose of Auxiliary consumption.

...

(nn) Landed Fuel Cost means the total cost of coal (including biomass in case of co-firing) delivered at the unloading point of the generating station and shall include the base price or input price, washery charges wherever applicable, transportation cost (overseas or inland or both) and handling cost, charges for third party sampling and applicable statutory charges;" (Emphasis supplied)

24. The Tariff Regulation, 2020 already recognized the input price for the coal supplied from integrated mine, however, the regulatory framework was yet to put in place during 2019-24 period. It implies that the tariff determined in the Tariff Regulations, 2020 needs to consider the input price and the supply of coal from integrated mine to be continued. The OCPL has rightfully considered the supply of coal from integrated mine and the input price charged is to be considered as provisional basis till determined by the Hon'ble Commission.
25. The Hon'ble Commission has notified the framework for input price for the coal supplied from integrated mine through Input Price Regulations, 2024. The Hon'ble Commission, vide Clause (d) of Regulation 1 of Input Price Regulations 2024, has consciously considered the COD of integrated mine prior to notification of the Regulations as deemed COD under the Input Price Regulations 2024. It implies that the Input Price Regulations, 2024 is to be made applicable for the integrated mine having COD prior to the notification of Input Price Regulations, 2024.
26. In terms of above-referred regulation, the Petitioner is filing the present petition for determination of input price of coal supplied from Manoharpur and Dipside Manoharpur Coal Mine for the period from commercial operation date i.e. 30.09.2021 to 31.03.2024 in accordance with the Input Price Regulations, 2024. The determination of input price of coal supply from integrated mine from 1.4.2024 is covered in separate chapter. Further, since the period is already over, petitioner shall try to give actual numbers, however, the petitioner seeks determination of capital cost as on COD and also seeks liberty to file the true-up petition after achieving peak rated capacity, for truing up from COD till peak rated capacity.

Re: Condonation of delay in filing the petition

27. It is submitted that Regulation 4(i) 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. Relevant provision is extracted below:-

“4(i) Application for determination of Input Price (i) The Allottee company having Fuel Supply Agreement (FSA) with the end use generating plant(s) for the supply of coal from an integrated mines shall file a petition in accordance with these Regulations for determination of input price of coal not later than 90 days from the Date of Commercial Operation of the integrated mine or from the date of notification of these regulations.

Provided further, that the Allottee Company having integrated mine(s) shall file petition before the Commission as perform at provided by the Commission for determination of the input price of coal from the integrated mine(s) containing the details of expenditure incurred and projected to be incurred duly certified by the Auditor.”

28. In this regard, it is pertinent to state that the OCPL has declared the commercial operation of the integrated mine on 30.9.2021. The regulatory framework for the integrated mine was yet to develop by the Hon'ble Commission. The regulatory framework of the input price was notified by the Central Electricity Regulatory Commission on 13.9.2021. The OCPL understood that the similar regulatory framework will also put in place by Hon'ble Commission. Hence, till that time, the OCPL has charged the input price of coal from integrated mine, at the CIL notified price in line with input price regulation devised by the Central Electricity Regulatory Commission.
29. The OCPL has to file the input price tariff petition within 90 days from the date of notification of the Input Price Regulations, 2024. The date of notification of these Regulations in official Gazette is 29.05.2024. A copy of the Gazette notification is marked and annexed as **Annexure –P1**. It is submitted that Input Price framework is being placed in first time and the working of actual cost is being worked out after the receipt of the necessary format. This has severely affected the process of preparing the cost related data for filing of input price determination petitions. Therefore, there is some delay in filing of instant petition. Hon'ble Commission may be pleased to condone the delay in filing the petition.

Chapter-3 Commercial Operation of Integrated Mine

30. The Regulation 3(1)(m) of the Input Price Regulations, 2024 provides as under:-

“3. Definitions

(1)....

(a)...

...

(m) “Date of Commercial Operation (COD)” shall mean the date of commercial operation and in case of integrated mine(s) it 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 5 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 this Regulation, the Allottee 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 end-use generating station(s) and its beneficiaries;

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 Allottee Company or its suppliers or contractors or the Mine Developer and Operator, the Commission, on an application made by the Allottee 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 Clause of this Regulation;

Provided also that the Allottee Company seeking the approval of the date of commercial operation under the preceding proviso shall give prior notice of one month to the end use generating station(s) and beneficiaries of the integrated mine(s) regarding the Date of Commercial Operation.”

31. In the instant case, the commercial operation date is declared prior to the notification of the Input Price Regulations, 2024. The Petitioner preferred to follow the framework envisaged in the Detailed Project Report by the CMPDI. The Coal India Ltd also follows the similar framework for declaring COD. The working group constituted by the CERC also recognizes the framework of CIL.

“5.5.3 Coal India Ltd is considering commercial operation date for the mines owned by them observing certain conditions. The Coal India Ltd has disclosed these conditions in their balance sheet. Similar conditions were also evolved by the Ministry of Coal in 2004 to bring coal project in the revenue account¹. The commercial operation date is deemed to be declared if it satisfied following conditions:

- (a) From beginning of the financial year immediately after the year in which the project achieves physical output of 25% of the rated capacity as per approved project report;*
- (b) 2 years of touching of coal, or*
- (c) From the beginning of the financial year in which the value of the production is more than total expenses*

Whichever event occurs first.

On being brought to revenue, the assets under capital work-in-progress may be reclassified as a component of property, plant and equipment under the nomenclature ‘other mining structure’. Other mining structure is amortized from the year when the mine is brought under revenue in 20 years or working life of the project whichever is less.”

*5.5.4 With regard to the condition of two year touching of coal is upper limit intend to ensure the timely completion of the development of mine. In case of any force majeure condition, this condition may not be able to be satisfied which may lead to dispute before the Commission. The objective for ensuring timely development of coal mine can be achieved by strict scrutiny of the time overrun. Under regulatory regime, the same can be ensured by alternative framework. In case of disallowing time overrun, the generating company will be deprived from capitalization of pre-operative expenses for corresponding period. This will adequately take care of ensuring timely completion. **Thus, the Commission may consider to specify the abovesaid conditions for declaration of commercial operation date with or without the condition of two year from touching of coal.”***

32. In the instant case, the Board has approved the DPR wherein the condition of achieving 25% peak rated capacity was considered. Accordingly, the commercial operation date is declared by the Governing Board of OCPL based on achieving 30% of peak rated capacity as envisaged by the CMPDI in the DPR.

33. It is submitted that the Petitioner has achieved the 25% peak rated capacity by 30.6.2021. However, after due diligence and detailed verification of the reports, the commercial

¹ OM No. 43011/5/2001-CPAM dated 23.6.2004 of Ministry of Coal

operation date of the integrated mine was revised as 30.9.2021 after due approval of the Governing Board in its meeting 23.8.2021. Relevant extract of the meeting is attached in **Annexure-P9. Accordingly, the commercial operation date as per the mine plan/Detailed Project Report envisages and actual is as under:-**

Sr. No.	Description	As per Mine Plan	Actual
1)	Scheduled year of start of production	2019-20	1 st Nov, 2018
2)	Commercial Operation Date (commencement of commercial production)	2021-22 (2 year from first touching of coal)	30.9.2021
3)	Proposed year of achieving the target production	2022-23	2025-26

34. It is submitted that the Petitioner has declared the Commercial Operation date prior to the notification of the Input Price Regulations, 2024 in accordance with prudent practice in the industry and as envisaged in the DPR. It is further submitted that achieving of 30% peak rated capacity is complying the minimum requirement of 25% peak rated capacity specified by the Hon'ble Commission in its Input Price Regulations, 2024.

35. Accordingly, it is humbly prayed Hon'ble Commission to approve the commercial operation date as 30.9.2021 as declared by the Petition and approved by the Governing Board of OCPL as the same is also complying with the Input Price Regulations, 2024

Chapter-4 Components of Input Price of Coal

36. The Hon'ble Commission, vide Regulation 5 of the Input Price Regulations, 2024, considered the different components of the inputs price. The applicability of these components varies on mine to mine and the process adopted by the allottee. In the instant case, the components applicable are also different and hence, we have considered the fixation of the applicable components. Regulation 5 of the Input Price Regulation, 2024 provides the components of the input price

“5. Input Price of Coal

(1) Input price of coal from the integrated mine(s) shall be determined based on the following components:

(I) Run of Mine (ROM) Coal 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;

(2) Statutory Charges and taxes, over and above as applicable, shall also be allowed.

(3) The Allottee 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 End Use Generation Plant:

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, the quantity of coal billed shall be adjusted in accordance with Clause (4) of this Regulation.

(4) In case of excess or short recovery of input price under Clauses (3) of this Regulation, the Allottee Company shall refund the excess amount or recover

the shortfall amount, as the case may be, with simple rate of interest equal to one-year MCLR of SBI prevailing as on 1st April of the respective years of the tariff period, in six equal monthly installments. Accordingly, the Allottee Company shall refund / recover such amount to/ from the Generating Company:

Provided that such interest shall be payable till the date of determination of Input Price of Coal by the Commission:

Provided that in case there is a delay in filing the Petition for determination of input price as per the timelines specified under Regulation (4) of these Regulations, no carrying cost shall be allowed to the Allottee Company for such delay and in such cases the carrying cost at the simple interest rate of 1-year SBI MCLR shall be allowed from the date of filing of the Petition."

- a) The Governing Board of the OCPL has approved the investment of the **Manoharpur and Dipside Manoharpur Coal Mine** based on the Mine Plan prepared by the CMPDI and approved by the Coal Controller.
- a) On 16.12.2021, the investment was approved by the Project Appraisal Committee as Rs 2374 Cr for the 8 million tonne per annum peak rated capacity. Meanwhile, the Ministry of Coal, Government of India has directed both the coal blocks to be integrated into ne single mine of 16.0 million Te per annum because of the geological configuration of the coal deposit.
- b) The detailed project report is prepared based on the 16 MTPA peak rated capacity. The investment envisaged under the detailed project report has been considered as basis for the integrated mine project. Accordingly, the investment of Rs 3098.20 Cr for the 16 million Te per annum peak rated capacity has been considered.
- c) It is mentioned in the mine plan (Page 13 attached in **Annexure P-15**) that the mining operations to be carried out through MDO/ outsourcing and not through departmental mining. It indicates that the majority of capital cost part will be covered within the MDO part and charged in the form of mining fee. The capital cost will be considered for those activities and infrastructure which is covered within the scope of department i.e. petitioner OCPL. As per the responsibility matrix decided in the MDO agreement, the scope of the MDO and OCPL is as under:-

Sr. No.	Activities and Task	OCPL	MDO
1)	Pre-operative expenses, clearance and Land Acquisition	√	-
2)	Building (Service and colony)	√	-
3)	Mining and Extraction	Construction	Operation
	HEMM /Drilling	-	MDO
	Other than HEMM	Dept (capital) and A&G	Operation
4)	Internal Transportation (Dumper)	-	√
5)	Coal Handling (CHP)	Construction	Operation
6)	Crushing	-	√
7)	External transportation (CHP to Loading point direct)	NA	NA
8)	Washing of Coal	NA	NA

37. In view of the above, the components of the input price applicable in the instant case are as under:-

Sr. No.	Mining fee of MDO	Included in
1)	ROM Cost (Partly operation and HEMM)	ROM Cost
2)	Internal Transportation (Dumper)	Additional Charges
3)	O&M of Coal Handling (CHP)	Additional Charges
4)	Crushing charges	Additional Charges

38. It is submitted –

- a) That the internal transportation and crushing activities involved Operation & Maintenance expenses and movable items. The operation & maintenance activities on both these counts have been awarded to the Mine Operator (MO) and covered within the mining fee. Hence, the capital cost of the crushing charges and internal transportation charges are not worked out separately and it is being considered as part of the O&M Cost.

- b) That the Coal Handling Plant (CHP) involves capital expenditure and O&M expenses both. The capital cost of the CHP is covered in the capital cost of the petitioner. However, in the instant case, the petitioner has awarded the construction to the O&M of initially two years has been awarded to the EPC contractor for two years. Subsequently from this year onwards, the O&M shall be taken over by the Mine Operator. Accordingly, the Handling Charges have to be worked out separately as Additional Charges.

39. Accordingly, the admissible components in the instant case in accordance with the Regulation 5 of the Input Price Regulations are proposed as under:—

Sr.	Components of the Input Price	Included in
1)	ROM Cost	ROM Cost
2)	Internal Transportation	
3)	Crushing charges	
4)	Coal Handling (CHP) and Transportation (from face of coal mine to loading point)	Additional Charges

Chapter-5 Capital Cost of Integrated Mine

40.Regulation 11 of the Input Price Regulations, 2024 provides the framework of Capital cost.

Relevant provision is extracted below:-

“11. Capital Cost :

- a) *The expenditure incurred, including Interest During Construction (IDC) and Incidental Expenditure During Construction (IEDC), duly certified by the Auditor of the company, for development of the integrated mine(s) up to the Date of Commercial Operation, shall be considered for arriving at the capital cost.*
- b) *Capital expenditure incurred shall be admitted by the Commission after prudence check.*
- c) *Capital expenditure incurred on infrastructure for crushing, transportation, handling and 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 and washing are undertaken by the Allottee 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 and washing are undertaken by the Allottee 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 capitalized by the Allottee Company and shall not be considered for the determination of input price.*
- d) *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.*
- e) *In the case of integrated mine(s) which has declared the Date of Commercial Operation prior to 01.04.2024, the capital expenditure allowed after prudence check by the Commission for the period ending 31.03.2024 shall form the basis for the computation of input price.”*

Re: Adjustment of Capital cost due to Supply of Coal prior to the Date of Commercial Operation of Integrated Mine

41.Regulation 8 of the Input Price Regulations, 2024 provides that the supply of coal from the integrated mine(s) prior to their Date of Commercial Operation shall be the estimated price available in the investment approval or the notified price of Coal India Ltd for the corresponding grade of coal supplied to the power sector, whichever is lower and the any

revenue earned from supply of coal 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).

42. It is submitted that Manoharpur Mine reached 8 million Tonne PRC in FY 2022-23 adhering to the milestone stipulated under coal block allotment agreement with the Government of India. The COD of the Mine was accomplished ahead of scheduled on date 30.9.2021 from touching of coal in 2019. The Coal extracted was supplied to the OPGCL (end use plant) and the Coal India Ltd. The coal was charged at the notified price of Coal India Ltd for commensurate grade of coal. Based on the receipts, the revenue earned prior to COD has been worked out based difference between receipt and the expenditure (mining fee paid to the MDO). The revenue earned is worked out as under:-

(Amount in Cr)

Particulars	Upto COD i.e. 30.9.2021
Quantity of coal supplied(mt)	45,14,239
Revenue received from above	745.58
Less Expenses: Statutory Charges + Mining fee	507.22
Revenue earned (Net)	238.36

Re: Pre-operative and Land expenses

43. The mine plan envisages the land requirement. The capital expenditure involved in land is estimated in the detailed project report. The expenditure will be carried out phase wise. It is submitted that the expenditure of land is incurred based on the nature of land and the rates approved by the State Government and appropriate authority wherever dispute arises. The detailed of the estimated and actual expenditure is as under:-

(Amount in Lakhs)

Land	Estimated	As on COD	Balance
Freehold Land	109165.86	80.79	81,110.24
Lease Hold Land		27,974.83	
CBA Land	0	0	0

(Additional provision of 100 ha land for ash dumping involves expenditure of Rs 47 lakh per ha (approx.))

Re: Capital Cost as on COD

44. The capital cost as on COD has been worked out based on the books of the accounts and the prudent expenditure incurred for the integrated mine. The capital expenditure is limited to the extent incurred by the OCPL. It is submitted that the expenditure incurred excludes the expenditure incurred by the MDO as the same has been included in the mining fees. The expenditure of plant and equipment is incurred based on the rate arrived through competitive bidding as per prudent practice and same has been considered for the purpose of arriving actual expenditure. The provisional Balance Sheet is attached as **Annexure P-13** & the Auditor is in process for certifying the cost as on cod, the certificate will be submitted subsequently. The actual expenditure incurred vis-à-vis estimated expenditure is submitted for the purpose of input price as under: -

Table: Capital Cost towards mining activities (ROM) (in Rs. Lakh)

Sr. No.	Description	As per Investment Approval	As per balance sheet	Actual Capital Expenditure as on COD (Cash)
1	Land & Site Development	1,30,472.97	47,402.14	47,402.14
2	Plant and Machinery (excluding CHP)	7,533.00	5675.58	5675.58
3	Civil Works	37,090.27	13,991.01	11,019.82
4	Overheads	30,499.21	13,562.66	7,863.86
5	Total Capital cost excluding IDC & FC	2,05,595.45	80,631.40	71,961.39
6	Total of IDC, IEDC, FC, FERV & Hedging cost	39,323.66	60,101.58	60,101.58
7	Capital cost including IDC, FC, FERV & Hedging cost	2,44,919.11	1,40,732.98	1,32,062.97
8	Notional IDC	-	-	273.84
10	Total	2,44,919.11	1,40,732.98	1,32,336.82

43. The common expenditure is allocated to the different component of the input price. Accordingly, the component wise capital cost is arrived as under:

Allocation of Expenditure

(Amount in Lakhs)

	Total Expenditure on COD
Mining Extraction (ROM)	1,32,336.82
Coal Handling Plant (CHP)	38,517.57
Total	1,70,854.39

(Allocation is assumed based on involvement of land area and activities involved)

Chapter-6 Calculation of input price by Petitioner for FY 2019-2024 based on actual capital cost and Operation & Maintenance Expenses

44. It is submitted that based on actual capital expenditure, the capital cost of **Manoharpur and Dipside Manoharpur Coal Mine** as on CoD comes out to be Rs 1,70,854.39 Lakhs on cash basis and liabilities of Rs 8,670.01 Lakh. The total capital cost is divided into extraction cost and Coal Handling cost. The input price has been calculated based on parameters provided in Input Price Regulations, 2024 as depicted below:-

- i. **Debt: Equity ratio:** 70:30 or actual equity less than 30%. In the instant case, actual equity is more than 30% as on COD, hence the Debt:Equity ratio of 70:30 considered.
- ii. **Base rate of return on equity:** This has been considered 14% grossed up with the actual tax rate upto 31.3.2024.
- iii. **Normative loan and notional IDC:** In terms of Regulation 14(1) of Input Price Regulations, 2024, the normative loan of 70% is considered. Notional IDC has been calculated as 273.84 lakh which has been be calculated and submitted upto COD.
- 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 Input Price Regulations, 2024.
- vi. **O&M expenses:** O&M expenses have been claimed based on actual O&M expenses for the year 2021-24 based on actual worked out from the audited financial statements.
- vii. **Statutory expenses:** These expenses have been indicated as applicable as on date. It is submitted that GST 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. Input Price Regulations, 2024 provides that MO mining fee shall be allowed as part of input price of coal. MO mining fee has been claimed as per the agreement with MO in this regard. In terms of the agreement signed with MO, mining fee is subject to escalation on monthly basis based on prices of input materials of MO like heavy machinery parts, fuel, explosives, power, tyres, salaries & wages etc as per the formula provided in the MO agreement. Copy of relevant extracts of MO agreement is attached as **Annexure -P12**.
- b. It is submitted that the mining fee in the instant petition has been claimed based on actual mining fee paid to the MO till 31.3.2024. Hon'ble Commission may be pleased to allow the same.
- c. It is further submitted that for future period from 1.4.2024, Hon'ble Commission may be pleased to allow to bill the input price of coal based on monthly escalated price of MO to avoid accumulation of arrears. Detailed calculation in regard to escalation of MO price shall be submitted before the Hon'ble Commission.
- d. It is also submitted that Input Price Regulations, 2024 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. Hon'ble Commission may be pleased to allow the same.
- e. It is submitted that Regulation 8 of the Input Price Regulations, 2024 provides that 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. Accordingly, the petitioner has reduced the Rs 238.36 Cr from the capital cost (iedc) as on COD.

Re: Regulation 36 - Coal Handling Charges

45. It is submitted that as per approved mine plan of Manoharpur and Dipside Manoharpur Coal Mine and the Detailed Project Report, the coal from mine to loading point was to be transported through Coal Handling Plant (CHP) including loading infrastructure directly to

railway wagon. The capital cost of installation of CHP is to the account of OCPL and operation and maintenance of CHP is to be carried out by the MO. The O&M charges of CHP are part of the mining fee. Copy of relevant portion of Para 16 of the MO agreement is attached as **Annexure P-16**.

46. It is submitted that the payment of O&M of CHP is to be made to MO as part of mining fee on Rs/ Ton basis with in built escalation in terms of the contracts awarded to the MO.
47. It is submitted that as per Regulation 5(II) of Input Price Regulations, 2024, Coal handling charges and transportation charges shall form part of input price of coal and components of annual coal handling and transportation charges are to be calculated separately in terms of 5(II) of Input Price Regulations, 2024.
48. The CHP is put to use along with commercial operation of the mine, the coal handling and transportation charges before the commercial operation date were not paid. The any expenditure involved has been considered as development expenses to the MO. The capital cost of the CP and transportation charges prior to commercial operation date have been capitalized Input Price Regulations, 2024.
49. It is submitted that the operation and maintenance charges of CHP payable to MO after capitalization of CHP have been claimed as part of mining charges. Further, for the initial two years period, the O&M of CHP is part of the EPC contractor and thereafter, it will be taken over by MO. In view of the peculiarity of the contractual arrangement, it is proposed that the CHP and transportation cost will be separated after two years of commercial operation i.e. from 1.4.2024 after gaining experience. Hon'ble Commission may be pleased to allow the same.

Re: Recovery of the cost incurred by OCPL towards creation of the CHP i.e. the fixed infrastructure for handling and transportation of coal as well as the charges paid to EPC contractor and MO for O&M of the CHP

50. It is submitted that Regulation 7(2) of the Input Price Regulations, 2024 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 Manoharpur and Dipside Manoharpur Coal Mine, fixed infrastructure for coal handling plant and face to loading point transportation of coal has been funded by OCPL and O&M of the same is to be carried out by EPC contractor for initial period and MO thereafter, the cost of fixed infrastructure is not part of MO cost. It is humbly submitted that if the above-mentioned regulation is applied strictly, it may lead to non-recovery of fixed cost of investment made by OCPL towards creation of the fixed infrastructure for coal handling plant (CHP) and internal transportation thereof. 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 OCPL as well as the charges paid to MO for O&M of the CHP by exercising power to relax and removal of difficulty under Regulation 30 and 32 of the Input Price Regulations, 2024.

Re: Mine Closure Expenses

51. It is submitted that Regulations 18 of Input Price Regulations, 2024 provides as follows:-

“18. Mine Closure Expenses

(1) Where the mine closure is undertaken by the Allottee 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 2024-29, the short fall 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 Allottee 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 Allottee Company separately:

Provided that,

- a) the amount deposited in the Escrow account by the Mine Developer and Operator or by the Allottee 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 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 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 Allottee Company only for a part of useful life of the integrated mine(s) and the Allottee Company undertakes the mine closure for the balance useful life, the treatment of mine closure during the period undertaken by the Allottee Company shall be in accordance with Regulation 18(1) of these Regulations and mine closure during the period undertaken by the Mine Developer and Operator shall be in accordance with Regulation 18 (3) of these Regulations:

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 these Regulations shall not applicable in case of the integrated mine(s) allocated through auction route under Coal Mines (Special Provisions) Act, 2015.” (Emphasis supplied)

52. 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:

- a. Progressive or Concurrent Mine Closure and
- b. Final Mine Closure.

53. 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.

54. It is submitted that in case of Manoharpur and Dipside Manoharpur Coal Mine of OCPL, which is MO operated mine, progressive mine closure is in the scope of MO and expenses towards progressive mine closure have been built up in MO mining fee. Whereas final mine closure activities are to be carried out by OCPL and expenses thereof are to be borne by the OCPL. Further, even though progressive closure is in the scope of MO, 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 OCPL. Relevant extracts of MO agreement attached as **Annexure -P8**.
55. Works of progressive mine closure shall be carried out by the MO 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.
56. 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 MO, the cost of activities corresponding to progressive mine closure is included in MO fee. As per Para 16.1(b) of the MO agreement where the scope of mining fee is mentioned which states that “The Base Mining Fee shall also include cost and expenses incurred towards progressive mine closure activities.” Therefore, treatment of amount submitted in escrow account may be allowed as per Regulation 18(3) i.e. difference between the borrowing cost of amount deposited in escrow account and the interest received from Escrow account in a year corresponding to amount submitted in escrow account may be allowed as mine closure expenses.
57. 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 OCPL. Therefore, treatment of balance amount deposited in escrow account should be as per Regulation 18(1) i.e. 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.

58. The OCPL has accordingly calculated the input price for 2021-24 period based on the above and the same is enclosed as **Appendix-I** (Forms) to this petition.

Re: Coal Production from Manoharpur and Dipside Manoharpur Coal Mine during the year 2021-22

59. It is submitted that as per the approved Mining plan, the Annual Target Quantity (ATQ) of the Manoharpur and Dipside Manoharpur Coal Mine for the year 2020-21 onwards is as under:-

Production Year/s	Coal Production (Mt)	Actual Production (Mt)
2019-20	2.50	7.88
2020-21	4.00	
2021-22	6.00	
2022-23	8.00	8.22
2023-24	10.00	8.5

It may be observed that the actual coal production is 85% during 2023-24 and for the initial period for the first three year, it is less than cumulative target. In this regard, Clause (f) of Regulation 3 of the Input Price Regulation 2024 provides for the Annual Target Quantity in respect of integrated mines as under:

“3. Definitions

(1) In these regulations, unless the context otherwise requires,

(a)...

...

“(f) ‘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]

60. Thus, as per Clause (f) 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.
61. It is submitted that the petitioner was able to achieve ATQ for the year 2022-23, however in the year 2023-24, the actual coal production and coal dispatch was less than 85% with reference to the mine plan. It is submitted that the coal production varies depending on the coal seams. The coal availability in the entire seams of the coal bearing area is not uniform. Further, the coal extraction from the mine faces several challenges like the falling of heavy earth and emerging of the water. The employee related issues and the local villagers issues are also causing frequent interruptions. While conceptualisation of the mine plan, these challenges are generally not factored in. Hence, 100% coal production as per mine plan needs to be factored in the various interruptions and break in the mining operations.
62. It is submitted that due to frequent suspension of mining activities due to its nature of activities and the consequent lesser production at the coal mine is not attributable to OCPL and is on account of the uncontrollable, unforeseen circumstances beyond the control of OCPL
63. The Central Electricity Regulatory Commission in its CERC (Terms and Conditions of Tariff) Regulations, 2024 also revised the Annual Target Quantity to 85% considering the various challenges and the experience of petition filing by the various generating company. Relevant para is extracted below:
- “3.Definitions
- ... (5) '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) corresponding to 85% of the quantity specified in the Mining Plan;”
64. It is submitted that because of the above-mentioned reasons and given facts and circumstances, this Hon'ble Commission is beseeched to consider the same and exercise the inherent powers vested in it under Regulation 30 and 32 read with Clause (f) of Regulation 3 of the Input Price Regulations, 2024 so as to relax the ATQ for the year 2023-

24 upto the actual dispatch. 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:

“30. 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.

...

32. 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”.

65. 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.
66. 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) Hon'ble Commission appreciates 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.

67. 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

68. It is submitted that all the said three criteria's are fulfilled by the Petitioner for seeking relaxation.

69. In view of the above, it is humbly prayed before this Hon'ble Commission to relax ATQ for the year 2023-24 and set it equal to the actual dispatch during the year.

Mining Fee

70. Input Price Regulations, 2024 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.

71. In view of above, the estimated mining fee to be paid to the Mine Operator in terms of the agreement is as follows:

Sr. No.	Particulars	Unit	Amount (Rs) (2021-22)	Amount (Rs) (2022-23)	Amount (Rs) (2023-24)
1	Base Mining charge	Rs/Tonne	399.00	399.00	438.82
2	Total mining fee	Rs/Tonne	538.39	617.02	606.18
3	Fixed Reserve Price	Rs/Tonne	116.67	129.44	133.15

***9.98% escalation in base mining fees for coal above 8.8 MT from FY 2023-24**

Chapter-7 Calculation of input price by Petitioner for FY 2024-29 based on projected capital cost

Capital Cost

72. Regulation 11 of the Input Price Regulation provides that the in case of the integrated mines declared COD prior to 1.4.2024, the capital expenditure admitted by the Commission as on 31.3.2024 shall be considered for determination of input price.

“11. Capital Cost

d) 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.

e) In the case of integrated mine(s) which has declared the Date of Commercial Operation prior to 01.04.2024, the capital expenditure allowed after prudence check by the Commission for the period ending 31.03.2024 shall form the basis for the computation of input price.”

73. It is submitted that the petitioner has prayed Hon’ble Commission to determine the Capital cost and the input price from COD i.e. 30.9.2021 to 31.3.2024. Accordingly, closing capital cost as on 31.3.2024 has been considered as opening capital cost as on 1.4.2024 for the purpose of determination of input price.

Capital Cost as on 1.4.2024

(Amount in Lakhs)

	Opening Capital Cost as on 1.4.2024
Mining Extraction	1,96,722.99
Coal Handling Plant (CHP)	49,832.21

Additional Capital Cost

74. Regulation 12 of the Input Price Regulation, 2024 provides as under:-

“12. 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 (CoD) 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 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 decapitalization.

(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 on following counts:

.....

... ..

(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 has not been de-capitalized from the gross fixed assets.*

(4) The Allottee Company undertaking any additional capitalization in integrated mine (s) on account of change in law events or force majeure conditions may, after intimating the end use generating company or 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 exceed 10% of the admitted capital cost of the integrated mine(s) or Rs 100 crores, whichever is lower;

(5) In the case of integrated mine(s) which has declared the Date of Commercial Operation prior to 01.04.2024, the additional capital expenditure allowed after

prudent check by the Commission for the period ending 31.03.2024 shall from the basis for the computation of input price.”

75. It is submitted that the detailed project report prepared based on the Mine Plan envisages the requirement of the additional infrastructure, progressive procurement of land as the coal mine excavation increases. Unlike to the generating company where 90%-100% land procurement has been completed at the time of commercial operation date, the mine operation requires significant procurement of land as part of additional capital expenditure progressively. The Hon’ble Commission in its regulation has rightfully envisaged the additional capitalization and specified the regulations accordingly.
76. The additional capital expenditure after 31.3.22 was envisaged as Rs 134296 lakhs as per DPR and phasing of these additional capital expenditure was also envisaged. The majority of the additional capital expenditure involves upto achieving peak rated capacity. This additional capital expenditure is covered within the original scope of the project. It is submitted that the Petitioner has not incurred the additional capital expenditure as envisaged for the FY 2022-23 and 2023-24. The actual expenditure is less than estimated and hence, balance expenditure has been deferred during 2024-29 tariff period.
77. In accordance with the Regulation 11 of the Input Price Regulations, the additional capital expenditure projected during 2024-29 on annual basis are as under: -

Table: Additional capital expenditure of mining activities (ROM)

	ROM	CHP	Discharge of Liability
COD to 31.3.22	6,061.62	3,723.79	
22-23	8,827.16	7,300.01	8,670.01
23-24	40,368.63	-	458.76
24-25	37,022.00	3,649.20	2,204.53
25-26	9,112.95	3,649.20	363.05
26-27	3,905.55	3,649.20	
27-28	-	-	
28-29	-	-	
Total	1,05,297.91	21,971.42	11,696.34

Relevant page of the DPR is attached herewith in **Annexure-P3**. The above expenditure comprises of the mining and coal handling plant both which has been separated for determination of input price.

78. In addition to above additional capital expenditure, the balance expenditure on account of uncontrollable factors as specified by the Commission has been envisaged by the petitioner. However, in view of the trend of the actual capital expenditure, the petitioner preferred to claim the additional capital expenditure as envisaged in the original scope. In view of the above, the petitioner prayed the Hon'ble Commission to admit the projected additional capital expenditure within the original scope and is fall within the meaning of the Regulations 11(a), 11(b) and 11(e) of the Input Price Regulations, 2024. In case of significant variation in the additional capital expenditure during first two years of the tariff period, the petitioner will approach to the Commission for revision of input price so that the beneficiaries and the Respondent.

Determination of Input Price

79. The capital cost of the Manoharpur and Dipside Manoharpur Coal Mine as on CoD comes out to be **Rs 1323.37 Cr** on cash basis and liabilities of **Rs 86.70 Cr**. The cost of CHP and transportation as on COD works out to Rs 385.17 Cr. The input price has been calculated based on parameters provided in Input Price Regulations, 2024, upto 31.3.2024 based on actual expenditure as on COD and additional capital expenditure for the FY 2022-23 and FY 2023-24. The input price of the Manoharpur and Dipside Manoharpur Coal Mine has been claimed by considering the projected additional capital expenditure for the tariff period 2024-29 on annual basis by considering the following parameters:

Parameter	Considered for calculation
Debt: Equity ratio:	<ul style="list-style-type: none"> 70:30 for the purpose of additional capitalization
Base rate of return on equity	<ul style="list-style-type: none"> This has been considered as 14%.
Normative loan and notional IDC	<ul style="list-style-type: none"> In terms of Input Price Regulations, 2024, equity deployed in excess of 30% of the fund deployed has been considered as normative loan up to 31.03.2024 has been considered. Notional IDC, if any, after CoD and up to the peak rated capacity shall be claimed based on audited financial statements upon achieving the peak rated capacity of the Mine.

Rate of interest on loan	<ul style="list-style-type: none"> It has been considered based on actual weighted average rate of interest of the project.
Depreciation:	<ul style="list-style-type: none"> Straight line depreciation has been calculated as per life of assets mentioned in Input Price Regulations, 2024.
O&M expenses:	<ul style="list-style-type: none"> O&M expenses have been claimed based on actual O&M expenses for the year 2023-24 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 Input Price Regulations, 2024, as amended.
Statutory expenses:	<ul style="list-style-type: none"> These expenses have been indicated as applicable as on date. Any increase or decrease or change in methodology of computation in statutory expenses shall be submitted at the time of truing up.
Mining Fee:	<ul style="list-style-type: none"> Calculated separately

Mining Fee

80. Input Price Regulations, 2024 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.

81. In view of above, the estimated mining fee to be paid to the Mine Operator in terms of the agreement is as follows:

Sr. No.	Particulars	Unit	Amount (Rs) (2024-25)	Amount (Rs) (2025-26)	Amount (Rs) (2026-27)	Amount (Rs) (2027-28)	Amount (Rs) (2027-28)
1	Base Mining charge	Rs/Tonne	411.86	416.92	416.92	416.92	416.92
2	Total mining Fees	Rs/Tonne	585.16	577.67	585.54	585.54	591.66
3	Fixed Reserve Price	Rs/Tonne	136.02	136.02	136.02	136.02	136.02

Chapter 8 Input Price, Provisional Billing and Non-Tariff Income Adjustments

Re: Input price of coal from Integrated mine

82. The input price of coal supplied from integrated mine from 30.9.2021 till 31.3.2024 based on actual expenditure is worked out as under: -

Sr. No.	Particulars	Unit	2021-22	2022-23	2023-24
1	ROM Cost as per Form 1 A	Rs/Tonne	994.42	1088.85	1140.48
2	Additional Charge as per Form 1B	Rs/Tonne	90.38	89.23	87.95
Total	Input Price	Rs/Tonne	1084.80	1178.08	1228.43
3	Statutory Charges	Rs/Tonne	659.34	675.79	672.89
Total	Total input price	Rs/Tonne	1744.14	1853.88	1901.32

83. The input price of coal supplied from integrated mine from 1.4.2024 till 31.3.2029 based on estimated expenditure is worked out as under:-

Sr. No.	Particulars	Unit	2024-25	2025-26	2026-27	2027-28	2028-29
1	ROM Cost as per Form 1 A	Rs/Tonne	1032.54	990.48	1003.21	1000.51	1001.89
2	Additional Charge as per Form 1B	Rs/Tonne	59.39	56.92	61.45	63.35	63.35
Total	Input Price	Rs/Tonne	1091.93	1047.40	1064.65	1063.86	1065.24
3	Statutory Charges	Rs/Tonne	673.93	667.94	668.81	669.29	669.56
Total	Total input price	Rs/Tonne	1765.86	1715.34	1733.46	1733.15	1734.80

(Above statutory charges may vary on year to year basis)

Re: Non-Tariff Income Adjustment

In terms of the OERC Regulations 2024, the non-tariff income (NTI) needs to be adjusted as under:

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:

$NTI\ Adjustment = (2/3\ of\ total\ Non-tariff\ income\ during\ the\ year)/(Actual\ quantity\ of\ coal\ extracted\ during\ the\ year).$

Provided that in case the actual extraction is less than ATQ, no NTI adjustment shall be made till the total cost of extraction is recovered.

84. Accordingly, NTI adjustment, has been computed, by taking into consideration cumulative loss and profit incurred by OCPL from the year of production of coal, in lieu of additional income from merchant sale of coal. The net input price of coal supplied from integrated mine from 30.9.2021 till 31.3.2024 based on actual expenditure is worked out as under: -

Sr. No.	Particulars	Unit	2021-22	2022-23	2023-24
1	Total input price	Rs/Tonne	1744.14	1853.88	1901.32
2	Non-Tariff income Adjustment (NTI)	Rs/Tonne	0.00	424.62	92.85
Total	Adjusted Input Price	Rs/Tonne	1744.14	1429.25	1808.47

85. The input price of coal supplied from integrated mine from 1.4.2024 till 31.3.2029 based on estimated expenditure is worked out, considering an estimate of NTI adjustment for the period, as under:-

Sr. No.	Particulars	Unit	2024-25	2025-26	2026-27	2027-28	2028-29
1	Total input price	Rs/Tonne	1765.86	1715.34	1733.46	1733.15	1734.80
2	Non-Tariff income Adjustment (NTI)	Rs/Tonne	154.00	112.00	126.00	126.00	127.32
Total	Adjusted Input Price	Rs/Tonne	1611.86	1603.34	1607.46	1607.15	1607.48

(Above statutory charges may vary on year to year basis)

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

86. It is submitted that the Petitioner is presently billing input price of coal from Manoharpur and Dipside Manoharpur 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 which is also permitted under the Input Price Regulations, 2024. 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 based on notified price of Coal India Ltd.

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

87. It is submitted that though the OCPL has claimed the input price based on actual capital cost till 31.3.2024. However, the audited financial statement of last year is yet to finalize and the capital cost will likely to undergo change till peak rated capacity. Accordingly, it is humbly prayed Hon'ble Commission to allow the true up of the interim input price from the COD till peak rated capacity at the end of 31.3.2026. Since the OCPL is filing the input price and the expenditure will undergo change till the mine achieving peak rated capacity, the Hon'ble Commission may allow considering specific nature of the mine development and operation. The Hon'ble Commission is empowered to relax the Regulation under the Regulation 30 and Remove the difficulties under Regulation 32 of the Input Price Regulations, 2024.

Re: Filing Fee

88. It is submitted 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. This is also permitted by the Hon'ble Commission in case of the Tariff Application. Accordingly, it is prayed that Hon'ble Commission may be pleased to allow recovery of filing fee directly from the beneficiaries.
89. It is submitted that the Petitioner has already paid the requisite filing fee as per the provisions of the in accordance with the relevant Regulations.
90. 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.ocpl.org.in.
91. 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.

Chapter 9 Prayers

Prayers to the Hon'ble Commission:

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

- i) Condone the delay in filing of the petition by the Petitioner and admit the petition;
- ii) Approve the capital cost of Manoharpur and Dipside Manoharpur Coal Mine as on the date of commercial operation.
- iii) Approve input price of coal of Manoharpur and Dipside Manoharpur Coal Mine based on actual expenditure for the period from commercial operation date i.e. 30.9.2021 to 31.03.2024.
- iv) Approve input price of coal of Manoharpur and Dipside Manoharpur Coal Mine for the period based on projected additional capital expenditure and O&M expenses from 1.4.2024 to 31.03.2029.
- v) Allow mine closure expenses as submitted in the petition.
- vi) Allow, under power to relax 85% ATQ for FY 2023-24 as per reasons submitted in the petition.
- vii) Allow the petitioner to provisionally bill input price of coal as per this petition until the time the present petition is disposed of with permission for retrospective adjustment.
- viii) 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.
- ix) Allow the petitioner to file for true-up from COD until peak rated capacity is reached after determination of capital cost as on COD.
- x) In respect of any NTI, allow adjustments, in terms of regulations.
- xi) Condone any error/omission in the petition and to grant an opportunity to the Petitioner to rectify the same;
- xii) 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;
- xiii) Pass any other order as it may deem fit in the circumstances mentioned above.


Company Secretary
Odisha Coal and Power Ltd.
Bhubaneswar

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 truing up

Summary of Input Price										PART-IV FORM- 1		PART-IV FORM- 1	
Name of the Petitioner: OCPL													
Name of the Integrated Mine: Manoharpur Coal Mine													
Place (Region/District/State): Odisha													
S. No.	Particulars	Unit	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29			
1	2	3	7	8	9	9	9	9	9	9			
1.1	ROM Cost as per Form 1 A	Rs/Tonne	994.42	1088.85	1140.48	1032.54	990.48	1003.21	1000.51	1001.89			
1.2	Additional Charge as per Form 1B	Rs/Tonne	90.38	89.23	87.95	59.39	56.92	61.45	63.35	63.35			
	Input Price	Rs/Tonne	1084.80	1178.08	1228.43	1091.93	1047.40	1064.65	1063.86	1065.24			
1.3	Statutory Charges	Rs/Tonne	659.34	675.79	672.89	673.93	667.94	668.81	669.29	669.56			
1.4	Total input price	Rs/Tonne	1744.14	1853.88	1901.32	1765.86	1715.34	1733.46	1733.15	1734.80			
1.5	Non-Tariff Income Adjustment(NTI)	Rs/Tonne	0.00	424.62	92.85	154.00	112.00	126.00	126.00	127.32			
1.6	Net Input Price	Rs/Tonne	1744.14	1429.25	1808.47	1611.86	1603.34	1607.46	1607.15	1607.48			
After (Petitioner)													

Summary of ROM Cost										PART-IV FORM- 1A	
Name of the Petitioner: OCPL											
Name of the Integrated Mine: Manoharpur Coal Mine											
Place (Region/District/State): Odisha											
S. No.	Particulars	Unit	2021-22 (FY 30.9.21 to 31.3.22)	2022-23	2023-24	Amount in Rs Lakhs					
1	2	3	7	8	9	9	9	9	9	9	9
1.1	Depreciation	Rs Lakh	3,195.71	6,993.29	7,388.62	9,059.94	10,074.34	10,354.73	10,436.57	10,436.57	10,436.57
1.2	Interest on Loan	Rs Lakh	7,392.93	7,757.51	9,775.13	11,841.65	12,940.66	12,805.73	11,923.63	10,903.97	10,903.97
1.3	Return on Equity	Rs Lakh	7,597.61	8,258.73	9,895.49	12,133.87	13,492.44	13,867.96	13,977.56	13,977.56	13,977.56
1.4	Interest on Working Capital	Rs Lakh	243.04	377.43	465.68	607.46	700.69	710.89	716.21	722.97	722.97
1.5	O&M Expenses excluding mining charge	Rs Lakh	1,764.53	3,802.32	6,338.77	6,560.63	6,790.25	7,027.91	7,273.89	7,528.47	7,528.47
1.6	Mine closure expense	Rs Lakh	168.06	202.33	234.32	272.27	287.64	295.59	303.94	303.94	303.94
1.0	Total Annual Extraction Cost (Sum of above 1.1 to 1.6)	Rs Lakh	20,361.88	27,391.62	34,098.02	40,475.81	44,286.02	45,062.82	44,631.79	43,873.50	43,873.50
2.0	Annual Target Quantity (ATQ)	Tonne	60,00,000	80,00,000	85,00,000	1,30,00,000	1,60,00,000	1,60,00,000	1,60,00,000	1,60,00,000	1,60,00,000
3.0	Annual Extraction cost per tonne (1.0 in Rs/2.0)	Rs/Tonne	339.36	342.40	401.15	311.35	276.79	281.64	278.95	274.21	274.21
4.0	Base Mining Charge	Rs/Tonne	399.00	399.00	438.82	411.86	416.92	416.92	416.92	416.92	416.92
4.1	Total Mining Charge	Rs/Tonne	538.39	617.02	606.18	585.16	577.67	585.54	585.54	591.66	591.66
5.0	Fixed Reserve Price	Rs/Tonne	116.67	129.44	133.15	136.02	136.02	136.02	136.02	136.02	136.02
6.0	ROM cost (3.0+4+5)	Rs/Tonne	994.42	1,088.85	1,140.48	1,032.54	990.48	1,003.21	1,000.51	1,001.89	1,001.89

Atul
(Petitioner)

Summary of CHP & Common Cost													PART-IV FORM- 1B				PART-IV FORM- 1B			
Name of the Petitioner: OCPL																				
Name of the Integrated Mine: Manoharpur Coal Mine																				
Place (Region/District/State): Odisha																				
S. No.	Particulars		Unit	Existing 2018-19	2021-22	2022-23	Amount in Rs Lakhs							2027-28	2028-29					
1	2	3	4	7	8	9	10	11	12	13	14									
1.1	Depreciation	Rs Lakh	Not Applicable	953.26	2,181.03	2,082.23	2,164.79	2,317.72	2,470.65	2,547.11	2,547.11									
1.2	Interest on Loan	Rs Lakh		2,192.36	2,367.44	2,590.05	2,641.64	3,667.47	4,031.95	4,156.73	4,156.73									
1.3	Return on Equity	Rs Lakh		2,266.33	2,575.69	2,788.71	2,899.28	3,104.09	3,308.90	3,411.31	3,411.31									
1.4	Interest on Working Capital	Rs Lakh		10.92	14.37	15.05	15.55	18.34	19.80	20.41	20.41									
1.5	O&M Expenses	Rs Lakh		-	-	-	-	-	-	-	-	-								
1.0	Total Annual CHP and Transportation Cost (Sum of above 1.1 to 1.5)		Rs Lakh	5,422.87	7,138.53	7,476.04	7,721.25	9,107.62	9,831.29	10,135.56	10,135.56									
2.0	Quantity	Tonne		60,00,000	80,00,000	85,00,000	1,30,00,000	1,60,00,000	1,60,00,000	1,60,00,000	1,60,00,000									
3.0	Annual Coal Handling and Transportation cost per tonne	Rs/Tonne		90.38	89.23	87.95	59.39	56.92	61.45	63.35	63.35									
5.0	External Transportation Charges by Truck	Rs/Tonne		-	-	-	-	-	-	-	-									
6.0	Transportation Cost	Rs/Tonne		90.38	89.23	87.95	59.39	56.92	61.45	63.35	63.35									

Applicant
(Petitioner)

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(Petitioner)

Statement showing claimed capital cost										PART-IV FORM-2	
Name of the Petitioner: OCPL											
Name of the Integrated Mine: Manoharpur Coal Mine											
S. No.	Particulars	Amount in Rs Lakhs									
1	2	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29		
1	Opening Capital Cost	5	6	7	7	7	7	7	7		
2	Add: Addition during the year/period	1,32,336.82	1,38,398.44	1,55,895.60	1,96,722.99	2,35,658.69	2,45,134.69	2,49,040.24	2,49,040.24		
3	Less: De-capitalization during the year/period	6,061.62	8,827.16	40,368.63	37,022.00	9,112.95	3,905.55	-	-		
4	Add: Discharges of Liability during the year		8,670.01	458.76	1,913.70	363.05	-	-	-		
5	Closing Capital Cost (1+2-3+4)	1,38,398.44	1,55,895.60	1,96,722.99	2,35,658.69	2,45,134.69	2,49,040.24	2,49,040.24	2,49,040.24		
6	Average Capital Cost	1,35,367.63	1,47,147.02	1,76,309.30	2,16,190.84	2,40,396.69	2,47,087.46	2,49,040.24	2,49,040.24		
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Statement showing claimed capital cost (CHP)

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

PART-IV
FORM-2

PART-IV
FORM-2

S. No.	Particulars	Amount in Rs Lakhs							
1	2	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
		5	6	7	7	7	7	7	7
1	Opening Capital Cost	38,517.57	42,241.36	49,541.38	49,832.21	53,481.41	57,130.62	60,779.82	60,779.82
2	Add: Addition during the year/period	3,723.79	7,300.01	-	3,649.20	3,649.20	3,649.20	-	-
3	Less: De-capitalization during the year/period								
4	Add: Discharges of Liability during the year								
5	Closing Capital Cost (1+2-3+4)	42,241.36	49,541.38	49,832.21	53,481.41	57,130.62	60,779.82	60,779.82	60,779.82
6	Average Capital Cost	40,379.47	45,891.37	49,686.79	51,656.81	55,306.01	58,955.22	60,779.82	60,779.82

[Signature]
(Petitioner)

Statement showing claimed Return on Equity									
Name of the Petitioner: OCPL									
Name of the Integrated Mine: Manoharpur Coal Mine									
		PART-IV FORM-2A							
		Amount in Rs Lakhs							
Sr	Particulars	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	PART-IV FORM-2A
1	2	5	6	7	8	9	10	11	12
A)	Return on Equity								
1	Opening Equity	39,701.04	41,519.53	46,768.68	59,016.90	70,697.61	73,540.41	74,712.07	74,712.07
2	Add: Increase in equity due to addition during the year / period	1,818.49	2,648.15	12,110.59	11,106.60	2,733.89	1,171.67	-	-
3	Less: Decrease due to De-capitalization during the year / period								
4	Add: Increase due to discharges during the year / period	-	2,601.00	137.63	574.11	108.91	-	-	-
5	Closing Equity (1+2-3+4)	41,519.53	46,768.68	59,016.90	70,697.61	73,540.41	74,712.07	74,712.07	74,712.07
6	Average Equity	40,610.29	44,144.11	52,892.79	64,857.25	72,119.01	74,126.24	74,712.07	74,712.07
7	Rate of ROE (Pre Tax)	18.71	18.71	18.71	18.71	18.71	18.71	18.71	18.71
8	Total ROE	7,597.61	8,258.73	9,895.49	12,133.87	13,492.44	13,867.96	13,977.56	13,977.56

(Signature)
(Petitioner)

Statement showing claimed Return on Equity (CHP)

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

**PART- IV
FORM-2A**

**PART- IV
FORM-2A**

Sr	Particulars	Amount in Rs Lakhs									
		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29		
1	2	5	6	7	8	9	10	11	12		
A)	Return on Equity										
1	Opening Equity	11,555.27	12,672.41	14,862.41	14,949.66	16,044.42	17,139.18	18,233.95	18,233.95		
2	Add: Increase in equity due to addition during the year / period	1,117.14	2,190.00	-	1,094.76	1,094.76	1,094.76	-	-		
3	Less: Decrease due to De-capitalization during the year / period										
4	Add: Increase due to discharges during the year / period	-	-	87.25	-	-	-	-	-		
5	Closing Equity (1+2-3+4)	12,672.41	14,862.41	14,949.66	16,044.42	17,139.18	18,233.95	18,233.95	18,233.95		
6	Average Equity	12,113.84	13,767.41	14,906.04	15,497.04	16,591.80	17,686.57	18,233.95	18,233.95		
7	Rate of ROE (Pre Tax)	18.71	18.71	18.71	18.71	18.71	18.71	18.71	18.71		
8	Total ROE	2,266.33	2,575.69	2,788.71	2,899.28	3,104.09	3,308.90	3,411.31	3,411.31		

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(Petitioner)

Statement showing claimed O&M cost

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

**PART-IV
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**PART-IV
FORM-2B**

Amount in Rs Lakhs

S. No.	Particulars	2021-22 5	2022-23 6	2023-24 7	2024-25 8	2025-26 9	2026-27 10	2027-28 11	2028-29 12
1	Opening Capital Cost	1,32,336.82	1,38,398.44	1,55,895.60	1,96,722.99	2,35,658.69	2,45,134.69	2,49,040.24	2,49,040.24
2	Add: Addition during the year/period	6,061.62	8,827.16	40,368.63	37,022.00	9,112.95	3,905.55	-	-
3	Less: De-capitalization during the year/period	-	-	-	-	-	-	-	-
4	Add: Discharges of Liability during the year/period	-	8,670.01	458.76	1,913.70	363.05	-	-	-
5	Closing Capital Cost (1+2-3+4)	1,38,398.44	1,55,895.60	1,96,722.99	2,35,658.69	2,45,134.69	2,49,040.24	2,49,040.24	2,49,040.24
6	Average Capital Cost	1,35,367.63	1,47,147.02	1,76,309.30	2,16,190.84	2,40,396.69	2,47,087.46	2,49,040.24	2,49,040.24
7	Actual annual O&M in terms of Regulation 36I	1,764.53	3,802.32	6,338.77	6,560.63	6,790.25	7,027.91	7,273.89	7,528.47
8	Annual Charge of Agency(ies) Other Than MDO	0	0	0	0	0	0	0	0

[Signature]
(Petitioner)

Statement showing claimed O&M cost (CHP)

**PART-IV
FORM-2B**

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

		Amount in Rs Lakhs									
S. No.	Particulars	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29		
1	2	5		7	7	7	7	7	7		
1	Opening Capital Cost										
2	Add: Addition during the year/period	38,517.57	42,241.36	49,541.38	49,832.21	53,481.41	57,130.62	60,779.82	60,779.82		
3	Less: De-capitalization during the year/period	3,723.79	7,300.01	-	3,649.20	3,649.20	3,649.20	-	-		
4	Add: Discharges of Liability during the year/period	-	-	-	-	-	-	-	-		
5	Closing Capital Cost (1+2-3+4)	42,241.36	49,541.38	290.83	-	-	-	-	-		
6	Average Capital Cost	40,379.47	45,891.37	49,686.79	53,481.41	57,130.62	60,779.82	60,779.82	60,779.82		
7	Actual annual O&M in terms of Regulation 361		*	*	51,656.81	55,306.01	58,955.22	60,779.82	60,779.82		
8	Annual Charge of Agency(ies) Other Than MDO	0	0	0	0	0	0	0	0		

*First two years i.e. till 30.9.2023, O&M is part of EPC contract and thereafter part of mining fee)


(Petitioner)

**Mine Characteristics/Important Details as per Approved Mine Plan
dated (07/03/2016)**

**PART- IV
FORM-3**

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manushpur Coal Mine

Sr No	Parameters	Values	Remarks
1	Mining plan/Mine closure plan Revision number and date of revision, if any	43709	No. 34011/15/2018-CPAM dated 26.09.2019 of MoC, Govt
2	Peak rated Capacity	16 MTPA	
3	Year in which proposed to be achieved	12th Year	2025-26
4	Mineable reserves (Opencast)	664 239 Mt	664 239 Mt
5	Mining area land - Acquired/ Leased	1781.591 Ha	1781.591 Ha
6	If Leased - Period and terms of lease	30 year	
7	Mining Block Area	1339 Ha	
8	Type of Mining	Opencast	
9	Method of Mining	Opencast (overburden removal by Shovel - Dumper Combination & coal extraction by surface miner, front end loader and dumper)	
10	Mine life in Years	44 Years (as per approved mining plan)	
11	Scheduled date of commercial operation as per Investment approval	30.9.2021	
12	Distance of Loading Point from mine end	2 Km	a new siding is planned along the SECR railway line connecting to Jharsuguda from Basundhara - Garjanbahal Area of MCL. The proposed siding is located at a distance of around 4.5Kms (surface road route) from the mine in the village Laikera of Sundargarh District.
13	Gross Calorific value (GCV in Kcal/Kg) of coal as per Geological Report, Range, Mean	2800 -4000, 3100-3400	
14	Specific gravity of coal (Avg)	1.78 Tonne/m ³	
15	Main Equipments	Shovel, Dumper, Surface Miner, Loader Dozer, Motor Grader, Coal Handling Equipments	
16	Other Important Parameters as deemed necessary	Bench height: 10-12m (for 10-12 cum Hyd shovel) Bench height: 8-10m (for 6-7 cum Hyd shovel) Working bench width: 22-34m Working angle: 70° with horizontal for shovel and 60-65° with horizontal for surface miner Dump angle: 37° for individual 30m tier 26-28° for overall slope	

CALENDER PRODUCTION PROGRAMME DURING THIS TARIFF PERIOD

Production Year/s	Coal Production (Mt)	OB Removal (Mm ³)	Stripping Ratio (m ³ /t)
2019-20	2.50	5.27	2.11
2020-21	4.00	10.05	2.51
2021-22	6.00	15.49	2.58
2022-23	8.00	20.10	2.51
2023-24	10.00	24.71	2.47

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			

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(Petitioner)

Normative parameters considered for Input Price computations

**PART- IV
FORM-3A**

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

Particulars	Unit	Existing 2018-19	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
1	2	3	6	7	8	8	8	8	8	8
Base Rate of Return on Equity	%		14	14	14	14	14	14	14	14
Effective Tax Rate	%		25.17%	25.17%	25.17%	25.17%	25.17%	25.17%	25.17%	25.17%
Rate of Return on Equity (Pre Tax)	%		18.709	18.709	18.709	18.709	18.709	18.709	18.709	18.709
Input Cost of Coal for WC	in days		7	7	7	7	7	7	7	7
Consumption of stores and spares % of O&M	%		15	15	15	15	15	15	15	15
One Month O&M Expenses	Rs lakh		147.04	316.86	528.23	546.72	565.85	585.66	606.16	627.37
Rate of Interest on Working Capital	%		10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50

(Signature)
(Petitioner)

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

Name of the Petitioner: OCPL/OPGCL

Name of the Integrated Mine: Manoharpur Coal Mine

ColD: 01.04.2019

Financial Year 2021-22 (after COD)

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	9
1	2	3	4	(5 = 3 + 4)	6	8		
1	Land	1,266.52	-	1,266.52	36 E (1e)			
2	Buildings & Structures	4,262.13	283.73	3,978.40	36 E (1a)			
3	Mine Development expenditure: Substation construction	928.31	175.03	753.28	36 E (1a)			
4	Fire detection and protection system				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				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	5.13		5.13	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				36 E (1a)	Development activities as per mine plan. Hon'ble Commission may be pleased to allow the capitalization.		
Mine Development expenditure(Other): Furniture & Fixture, Office interior, CAAQMS, FOG CANON		58.29		58.29				
Total		6,520.38	458.76	6,061.62				


(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: OCPL/OPGCL

Name of the Integrated Mine: Manoharpur Coal Mine

CoD: 01.04.2019

Financial Year 2021-22

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 (5 = 3 - 4)			Admitted Cost by the Commission, if any	
1	2	3	4	5	7	8	9	
1	Coal Handling Plant	3723.79		3,723.79	36 E (1a)			
2	Mine Development expenditure: Railway Siding			-	36 E (1a)			
Total		3,723.79	-	3,723.79				

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(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: OCPL/OPGCL

Name of the Integrated Mine: Manoharpur Coal Mine

CoD: 01.04.2019

Financial Year 2022-23

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 (5 = 3 - 4)			Admitted Cost by the Commission, if any	
1	2	3	4	(5 = 3 - 4)	6	8	9	
1	Land	3,053.81	420.69	2,633.12				
3	Buildings & Structures	4,614.04	1,396.04	3,218.00				
4	Mine Development expenditure; Construction of Roads & Drains	353.40	-	353.40				
5	Mine Development expenditure; Substation construction	1,359.53	96.97	1,262.56				
6	Mine Development expenditure; Mining- Dip Side Area and Negative Proving Boreholes	33.32		33.32				
	Mine Development expenditure; Construction of fixed infrastructure	585.07		585.07				
	Mine Development expenditure(Other): Furniture & Fixture, Office interior, CAAQMS, FOG CANON	741.68		741.68				
Total		10,740.86	1,913.70	8,827.16				

(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: OCPL/OPGCL

Name of the Integrated Mine: Manoharpur Coal Mine

(Cvd): 01.04.2019

Financial Year 2022-23

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	8	9	
1	Land	-	-	-	-	-	-	-
2	CHP	7,590.84	290.83	7,300.01	-	-	-	-
3	Buildings & Structures	-	-	-	-	-	-	-
4	Mine Development expenditure: Construction of Roads & Drains	-	-	-	-	-	-	-
5	Mine Development expenditure: Substation construction	-	-	-	-	-	-	-
6	Mine Development expenditure: Mining- Dip Side Area and Negative Proving Boreholes	-	-	-	-	-	-	-
	Mine Development expenditure: Construction of fixed infrastructure	-	-	-	-	-	-	-
	Mine Development expenditure(Other): Furniture & Fixture, Office interior, CAAQMS, FOG CANON	-	-	-	-	-	-	-
Total		7,590.84	290.83	7,300.01				

(Petitioner)

(Signature)

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: OCPL/OPGCL

Name of the Integrated Mine: Manoharpur Coal Mine

CoD: 01.04.2019

Financial Year 2023-24

S. No.	Head of Work / Equipment	ACE Claimed (Actual / Projected)			IDC included in col. 3	Regulations under which claimed	Justification	Admitted Cost by the Commission,
		Accrual basis	Un-discharged Liability included in column 3	Cash basis (5 = 3 - 4)				
1	2	3	4	(5 = 3 - 4)	6	7	8	9
1	Land	20,476.82	184.80	20,292.02				
2	Buildings & Structures	2,153.03		2,153.03				
3	Mine Development expenditure: Rapid Loading Silo			-				
	Fire detection and protection system	79.77		-				
	Mine Development expenditure: Construction of Roads & Drains	176.73		176.73				
4	Mine Development expenditure: Substation construction	466.36		466.36				
	Mine Development expenditure: Construction of fixed infrastructure	98.48		98.48				
	Mine Development expenditure(Other): Furniture & Fixture, Office interior, CAAQMS, FOG CANON, Mine closure asset	17,280.48		17,280.48				
Total		40,731.67	363.05	40,368.63				

Shri
(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: OCPL/OPGCL

Name of the Integrated Mine: Manoharpur Coal Mine

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 (5 = 3 - 4)			Admitted Cost by the Commission,	
1	2	3	4	(5 = 3 - 4)	6	7	8	9
1	Land	-	-	-	-	-	-	-
2	Buildings & Structures	-	-	-	-	-	-	-
3	Mine Development expenditure: Rapid Loading Silo	-	-	-	-	-	-	-
	Fire detection and protection system	-	-	-	-	-	-	-
	Mine Development expenditure: Construction of Roads & Drains	-	-	-	-	-	-	-
4	Mine Development expenditure: Substation construction	-	-	-	-	-	-	-
	Mine Development expenditure: Construction of fixed infrastructure	-	-	-	-	-	-	-
	Mine Development expenditure(Other): Furniture & Fixture, Office interior, CAAQMS, FOG CANON	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-

Abhishek
(Petitioner)

Calculation of Depreciation

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

S. No.	Name of the Assets	Useful Life (Years)	Depreciation Rate	Gross Block as on 30.09.2021	Gross Block as on 31.03.2022	Depreciation Amount for 2021-22	Gross Block as on 31.03.2023	Depreciation Amount for 2022-23	Gross Block as on 31.03.2024	Depreciation Amount for 2023-24	(Amount in Rs Lakh)
1	2	3A	3	4	6	7 = 3 X 6	8	9 = 3 X 8	10	11 = 3 X 10	
1	Free hold Land			80.79	80.79	0	81		81		
2	Leasehold Land	30		47321.35	48587.87	1538.62	51,641.68	1,635.32	22,112.14		700.22
3	Coal Bearing Land	30		0.00	0.00	0.00					
4	Other Buildings & civil works	30		23443.08	27421.48	868.35	32,035.52	1,014.46	34,188.55		1,082.64
5	Temporary erection	1			0.00	0.00					
6	Plant and machinery	15		44193.15	44193.15	2798.90	53,020.31	3,357.95	3,357.95		212.67
7	Furniture and fixtures	15		56.62	114.91	7.28	856.60	54.25	18,137.08		1,148.68
8	Other Office Equipments	15		172.14	172.14	10.90	172.14	10.90	10.90		0.69
9	EDP, WP machines & SATCOM equipment	15		0.00	0.00	0.00					
10	Vehicles including speedboats	10		1.25	1.25	0.12	1.25	0.12	0.12		0.01
11	Electrical installations	15		5675.58	0.00	0.00					
12	Communication equipment	15				0.00					
13	Hospital equipment	15				0.00					
14	Laboratory and workshop equipment	15				0.00					
15	Software	6.33		4189.60	4189.60	661.86	4,189.60	661.86	661.86		104.56
16	Mine development expenses	20		1652.23	1657.36	82.87	3,988.68	199.43	4,810.02		240.50
	TOTAL			126785.78	126418.55	2984.45	1,45,905.78	6,934.30	83278.63		3489.97
	Weighted Average Rate of Depreciation %					2.36%		4.75%			4.19%

Atulya
(Petitioner)

Statement of Depreciation

PART- IV
FORM- 12

PART- IV
FORM- 12

Name of the Petitioner: OCPL

Name of the Integrated Mine: Mancharpur Coal Mine

S. No.	Particulars	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
1	2	6	7	8	8	8	8	8	8
1.	Opening Capital Cost	1,32,336.82	1,38,398.44	1,55,895.60	1,96,722.99	2,35,658.69	2,45,134.69	2,49,040.24	2,49,040.24
2.	Closing Capital Cost	1,38,398.44	1,55,895.60	1,96,722.99	2,35,658.69	2,45,134.69	2,49,040.24	2,49,040.24	2,49,040.24
3.	Average Capital Cost	1,35,367.63	1,47,147.02	1,76,309.30	2,16,190.84	2,40,396.69	2,47,087.46	2,49,040.24	2,49,040.24
4.	Freehold land	80.79	80.79	80.79	80.79	80.79	80.79	80.79	80.79
4A	Assets having zero salvage value	0.00							
5.	Rate of depreciation	2.36%	4.75%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%
6.	Depreciable value	1,28,522.50	1,39,712.92	1,67,417.08	2,05,304.55	2,28,300.11	2,34,656.34	2,36,511.48	2,36,511.48
7.	Balance useful life at the beginning of the period	41	40	39	38	37	36	35	34
8.	Remaining depreciable value	1,28,522.50	1,36,517.21	1,57,228.07	1,87,726.92	2,01,662.54	1,97,944.43	1,89,444.84	1,79,008.27
9.	Depreciation (for the period)	3,195.71	6,993.29	7,388.62	9,059.94	10,074.34	10,354.73	10,436.57	10,436.57
10.	Depreciation (annualized)	3,195.71	6,993.29	7,388.62	9,059.94	10,074.34	10,354.73	10,436.57	10,436.57
11.	Cumulative depreciation at the end of the period	3,195.71	10,189.01	17,577.63	26,637.57	36,711.91	47,066.64	57,503.20	67,939.77
12.	Less: Cumulative depreciation adjustment on account of de-capitalization								
13.	Net Cumulative depreciation at the end of the period	3,195.71	10,189.01	17,577.63	26,637.57	36,711.91	47,066.64	57,503.20	67,939.77

Ali
(Petitioner)

Calculation of Rate of Interest on Actual Loans										FORM-13			
Name of the Company		Odisha Coal and Power Limited											
Name of the Coal Mine		Manoharpur Coal Mine											
Sl. no.	Particulars	As on COD 30.09.2021	(Rs. in Lacs)										
		01.10.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024	1.4.2024 to 31.03.2025	1.4.2025 to 31.03.2026	1.4.2026 to 31.03.2027	1.4.2027 to 31.03.2028	1.4.2028 to 31.03.2029				
1	Union Bank of India												
	Gross Drawl opening	40297.28	40297.28	40297.28	40297.28	40297.28							
	Cummulative repayment of drawl till prev yr	1666.66666	5000.11332	22326.92332	31660.17332	40993.42332							
	Net Loan opening	38,630.61	36,963.95	35,297.17	17,970.36	8,637.11	0.00						
	Increase decrease due to FERV												
	Increase decrease due to ACE												
	Total	38,630.61	36,963.95	35,297.17	17,970.36	8,637.11	0.00						
	Repayment of loan during the year	1666.66666	17326.81	9333.25	9333.25	9333.25							
	Net loan closing	36,963.95	17,970.36	8,637.11	0.00	0.00							
	Average net loan	37,797	26,634	13,304	4,319	0							
	Rate of interest on loan	8.150%	7.2750%	8.0000%	8.0000%	8.0000%							
	Interest on loan	3,080	1,938	1,064	345	0							
2	PNB												
	Gross Drawl opening	45522.63	45522.63	45,522.63	45,522.63	45,522.63	45,522.63						
	Cummulative repayment of drawl till prev yr	1,787	5,395	19,533	27,100	34,667	42,235						
	Net Loan opening	43,735.96	41,949.29	40,127.20	25,990.03	18,422.70	10,855.37	3,288.04					
	Increase decrease due to FERV												
	Increase decrease due to ACE												
	Total	43,735.96	41,949.29	40,127.20	25,990.03	18,422.70	10,855.37	3,288.04					
	Repayment of loan during the year	1786.67	14137.17	7567.33	7567.33	7567.33	7567.33						
	Net loan closing (Refinanced)	41,949.29	40,127.20	18,422.70	10,855.37	3,288.04	0.00						
	Average net loan	42,843	25,424	22,206	14,639	7,072	0						
	Rate of interest on loan	7.3500%	7.6750%	8.6500%	8.6500%	8.6500%	8.6500%						
	Interest on loan	3,149	1,951	1,921	1,266	612	0						
3	REC LTD.												
	Gross Drawl opening	22280	22280	22280	22280	22280	22280						
	Cummulative repayment of drawl till prev yr	-	-	-	1,067	2,133	3,200						
	Net Loan opening	22,280.00	22,280.00	22,280.00	21,213.38	20,146.76	19,080.14						
	Increase decrease due to FERV												
	Increase decrease due to ACE												
	Total	22,280.00	22,280.00	22,280.00	21,213.38	20,146.76	19,080.14						
	Repayment of loan during the year												
	Net loan closing	22,280.00	22,280.00	21,213.38	20,146.76	19,080.14	18,013.52	16,946.90					

3

Calculation of Rate of Interest on Actual Loans										FORM-13
Name of the Company		Odisha Coal and Power Limited								
Name of the Coal Mine		Manoharpur Coal Mine								
Sl. no.	Particulars	(Rs. in Lacs)								
	As on COD 30.09.2021	01.10.2021 to 31.03.2022	1.4.2022 to 31.03.2023	1.4.2023 to 31.03.2024	1.4.2024 to 31.03.2025	1.4.2025 to 31.03.2026	1.4.2026 to 31.03.2027	1.4.2027 to 31.03.2028	1.4.2028 to 31.03.2029	
	Average net loan	22,280	22,280	21,747	20,680	19,613	18,547	17,480	16,414	
	Rate of interest on loan	11.3000%	10.3000%	9.7700%	9.7700%	9.7700%	9.7700%	9.7700%	9.7700%	
	Interest on loan	2,518	2,295	2,099	2,020	1,916	1,812	1,708	1,604	

(Amt in ₹)

[illegible]

Form 14

(Amt in ₹)

		2023-24					
Name of the Bank	Description	Q1 2023-24	Q2 2023-24	Q3 2023-24	Q4 2023-24	Total 2023-24	GRAND TOTAL
Name of the Bank	Description						GRAND TOTAL
Union Bank of India	Drawl Amount						8,05,94,55,654
	Interest Debit	4,40,99,285	4,61,33,117	4,42,96,271	4,20,10,990	17,65,39,663	4,09,20,85,316
	Interest Credit	4,40,99,285	4,61,33,117	4,42,96,271	4,20,10,990	17,65,39,663	2,03,20,11,948
	Adj. Amount	68,13,33,334	8,33,33,092	8,33,33,334	8,33,36,620	93,33,35,390	6,33,20,12,399
	Net Charges						1,72,95,92,550
	Financial charges						-
							-
							-
Punjab National Bank	Drawl Amount						9,10,45,35,806
	Interest Debit	-					3,15,38,37,424
	Interest Credit						96,45,64,598
	Adj. Amount	48,93,53,334					4,38,89,98,370
	Net Charges						27,45,17,830
	Financial charges						-
							-
							-
							-
REC Ltd.	Drawl Amount						4,45,60,00,000
	Interest Debit						59,83,34,014
	Interest Credit						-
	Adj. Amount						-
	Net Charges						-
	Financial charges						-
							-
							-
TOTAL	Drawl Amount	-	-	-	-	-	21,61,99,81,460
	Interest Debit	4,40,99,285	4,61,33,117	4,42,96,271	4,20,10,990	17,65,39,663	7,84,42,56,754
	Interest Credit						-
	Adj. Amount						-
	Net Charges	4,40,99,285	4,61,33,117	4,42,96,271	4,20,10,990	17,65,39,663	7,84,42,56,754
	Financial charges	-	-	-	-	-	-

PART-IV FORM-16										PART-IV FORM-16			
Details of Applicable Statutory Charges													
Name of the Petitioner: OCPL													
Name of the Integrated Mine: Manoharpur Coal Mine													
Particulars	Applicable Rate	Quantity	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29			
Royalty	% of CIL Price	14%	106.12	106.12	106.12	106.12	106.12	106.12	106.12	106.12			
GST under Reverse Charge Mechanism	% of Royalty	18%	19.10	19.10	19.10	19.10	19.10	19.10	19.10	19.10			
District Mineral Foundation (DMF)	% of Royalty	30%	10.61	10.61	10.61	10.61	10.61	10.61	10.61	10.61			
GST under Reverse Charge Mechanism	% of DMF	18%	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91			
National Mineral Exploration Trust (NMET)	% of Royalty	2%	2.12	2.12	2.12	2.12	2.12	2.12	2.12	2.12			
GST under Reverse Charge Mechanism	% NMET	18%	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38			
User Fees	Rs per tonne	1%	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
GST under Reverse Charge Mechanism	% of User Fees	18%	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18			
GST under Reverse Charge Mechanism	% of Reserve Price	18%	21.00	23.30	23.97	24.48	18.00	18.00	18.00	18.00			
GST Compensation Tax	Rs per tonne	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00			
GST on MDO price	% of Mining Charges	18%	96.91	111.06	107.50	108.02	108.51	109.38	109.86	110.13			
GST after adjusting Input Tax Credit*	% of Total Taxable Value of Goods	5%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Total			659.34	675.79	672.89	673.93	667.94	668.81	669.29	669.56			

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

(Petitioner)

Details of Mine Closure Expenses

PART- IV
FORM- 17

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

1. Amount Deposited in Escrow Account prior to date of Commercial Operation (Rs)	Amount in Rs Lakhs	
2. Life of Mine over which amount is to be recovered (Yrs)	PV	1549.3457
3. Borrowing Rate per year (%)	n	41
4. Amount recoverable per Year (Rs)	r	7.94%
	$P = PV \times r / [1 - (1+r)^{-n}]$	
		128.57

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)
1(22-23)	475.17	31.03.2022			
2	498.93				
3	523.87				
4(2024-25)	550.07				
5	577.57				
6	606.45				
7	636.77				
8	668.61				

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)
1(22-23)	475.17	31.03.2022	7.94%	19.01	0	18.70
2	498.93		8.05%	38.96	0	39.50
3	523.87		8.92%	59.92	0	73.77
4(2024-25)	550.07		9.16%	81.92	0	105.75
5	577.57		9.47%	105.02	0	143.70
6	606.45		9.77%	110.28	0	159.07
7	636.77		9.77%	115.79	0	167.03
8	668.61		9.77%	121.58	0	175.38

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.

Attest
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: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

Board of Director/ Agency approving the Capital cost estimates:

Board of Director

Date of approval of the Capital cost estimates:

	As per original Investment Approval	As per Investment Approval including Revised compensation plan	Actual
Price level of approved estimates			30.09.2021
Foreign Exchange rate considered for the Capital cost estimates			
Capital Cost excluding IDC, IEDC & FC (Rs. Lakh)	1,15,700.00	1,70,613.94	1,19,148.97
Foreign Component, if any (In Million US \$ or the relevant Currency)			
Domestic Component (Rs. Lakh)	1,15,700	1,70,614	1,19,149
Capital cost excluding IDC, IEDC, FC, FERV & Hedging Cost (Rs. Lakh)	1,15,700	1,70,614	1,19,149
IDC,FC, FERV, WCM & Hedging Cost	39,324	43,693	60,102
Foreign Component, if any (In Million US \$ or the relevant Currency)			
Domestic Component (Rs. Lakh)			
Total IDC, WC, FC, FERV & Hedging Cost (Rs. Lakh)	39,324	43,693	60,102
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)	155023.664	214306.9	179251
Capital cost Including IDC, IEDC& FC (Rs. Lakh)	155023.664	214306.9	179251
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			


(Petitioner)

Break-up of Capital Cost for New Integrated Mine
(As on Commercial Operation Date i.e. 30.9.2021)

Part - IV
Form-B

Name of the Petitioner: OCPL
Name of the Integrated Mine: Manoharpur Coal Mine
Commercial Operation Date : 30.9.2021

S. No.	Break Down	As per Investment Approval Revised compensation plan	Gross Capital Expenditure (in 2021-22) as per DPR (Hard Cost)*	As per balance sheet (Hard +Soft cost)	Actual Capital Expenditure as on date of commercial Actual Amount (Cash Basis)	Liabilities/Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	(Amount in Rs. Lakh)
1	2	3A			4	5	6	7	8
1	Cost of Land & Site Development								
1.1	Land								
	Freehold Land								
	Lease Hold Land								
	CBA Land								
1.2	Rehabilitation & Resettlement (R&R)								
1.3	Preliminary Investigation & Site Development (Prospecting and Boring)							The expenditure is on progressive basis	
2	Total Land & Site Development							Within limit with reference to gross estimate	
2.1	Plant & Equipment								
2.1	Coal Handling Plant	60,779.82	56,521.33	38,517.57	38,517.57		22,262.25	within estimate	
2.2	Material Handling system								
2.3	Fixed Infrastructure Mechanical								
2.4	Other Plant and Machinery								
3	Total BOP Mechanical	60,779.82	56,521.33	38,517.57	38,517.57		18,003.76	within estimate	This estimates is submitted in subsequent year
3.1	Synclayd Package								
3.2	Emergency D Q Set								
3.3	Fixed Infrastructure Electrical								
4	Total BOP Electrical								
4.1	Spares								
4.1	Initial Spares								
5	Total Plant and Machinery	60,779.82	56,521.33	38,517.57	38,517.57		18,003.76		
5.1	Civil Works								
5.1	Towship & Colony/Aux Building								
5.2	Temporary Construction & Enabling Works								
5.3	Road and Drainage								
5.4	Fixed Infrastructure Civil							Expenditure is within limit with gross estimate	
	Total Civil Works								

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Break-up of Capital Cost for New Integrated Mine
(As on Commercial Operation Date i.e. 30.9.2021)

Name of the Petitioner: OCPL
Name of the Integrated Mine: Manoharpur Coal Mine
Commercial Operation Date : 30.9.2021

S. No.	Break Down	As per Investment Approval including Revised compensation plan	Gross Capital Expenditure (in 2021-22) as per DPR (Hard Cost)*	As per balance sheet (Hard +Soft cost)	Actual Capital Expenditure as on date of commercial (Cash Basis)	Liabilities/Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	(Amount in Rs. Lakh) Estimated Capital expenditure up to Peak Rated Capacity
1	2	3A			4	5	6	7	8
1.1	Cost of Land & Site Development								
	Land								
	Freehold Land			80.79					
	Lease Hold Land	1,09,165.86	59,634.68	28,719.83	28,800.62		30,834.06	The expenditure is on progressive basis	
	CBA Land								
1.2	Rehabilitation & Resettlement (R&R)								
1.3	Preliminary Investigation & Site Development (Prospecting and Boring)	20,331.49	11,106.60	18,601.52	18,601.52		-7,494.92	Within limit with reference to gross estimate	
		975.62	532.96						
2	Total Land & Site Development	1,30,472.97	71,274.24	47,402.14	47,402.14		532.96		
2.1	Plant & Equipment						23,872.10		
2.2	Coal Handling Plant								
2.3	Material Handling system								
2.4	Fixed Infrastructure Mechanical								
2.5	Other Plant and Machinery							within estimate	
3	Total BOP Mechanical								
3.1	Plant & Machinery								
3.2	Switchyard Package								
3.3	Emergency DG Set								
3.4	Fixed Infrastructure Electrical	7,533.00	7,132.62	5,675.58	5,675.58		1,457.04	within estimate	
4	Total BOP Electrical	7,533.00	7,132.62	5,675.58	5,675.58		1,457.04	within estimate	
4.1	Spares								
4.2	Initial Spares								
5	Total Plant and Machinery	7,533.00	7,132.62	5,675.58	5,675.58		1,457.04		
5.1	Civil Works	17,383.00	10,412.13	5,184.28	4,444.78	739.50	5,227.85		
5.2	Township & Colony/Aux Building								
5.3	Temporary Construction & Enabling Works	3,861.31	2,592.80				2,592.80		
5.4	Road and Drainage								
5.5		8,457.07	89.28	1,486.63	1,486.63		-1,397.35	Expenditure is within limit with gross estimate	
5.6	Fixed Infrastructure Civil	7,388.90	7,894.85	7,320.10	5,088.40	2,231.70	574.75		
6	Total Civil Works	37,090.27	20,989.06	13,991.01	11,019.82	2,971.20	6,998.05		
6.1	Overheads								
6.2	Establishment (Other Expenditure directly attributable to Construction)	2,968.16	167.81	6,211.63	6,211.63		-6,043.82	Some of the development expenditure is included in this head.	
6.3	MIS/A								
6.4	Mine Development expenditure excluding IDC, JEDC	27,531.05	19,440.05	7,351.03	1,652.23	5,698.81	12,089.02		

827

Break-up of Capital Cost for New Integrated Mine
(As on Commercial Operation Date i.e. 30.9.2021)Name of the Petitioner: OCPL
Name of the Integrated Mine: Manoharpur Coal Mine
(Commercial Operation Date : 30.9.2021)

S. No.	Break Down	As per Investment Approval including Revised compensation plan	Gross Capital Expenditure (in 2021-22) as per DPR (Hard Cost)*	As per balance sheet (Hard +Soft cost)	Actual Capital Expenditure as on date of commercial Actual Amount (Cash Basis)	Liabilities/Provisions	Variation (3A - 4 - 5)	Specific Reasons for Variation	(Amount in Rs. Lakh) Estimated Capital expenditure up to Peak Rated Capacity
1	2	3A			4	5	6	7	8
	Total Overheads	30,499.21	19,607.86	13,562.66	7,863.86	5,698.81	6,045.20		
7	Total Capital cost excluding IDC & FC	2,05,595.45	1,19,003.78	80,631.40	71,961.39	8,670.01	38,372.38		
8	IDC, FC, FERV & Hedging cost								
8.1	Interest During Construction (IDC)								
8.2	Financing charges (FC)	39,323.66	22,761.52	32,300.24	32,300.24	-			
8.3	Incidental Expenditure Capitalized		^^	27,801.34	27,801.34		7,023.42	Initial cost of excavation and coal transportation to open the seam of coal	
8.3	Foreign Exchange Rate Variation (FERV)								
8.4	Hedging cost								
8.5	WCM								
	Total of IDC, FC, FERV & Hedging cost	39,323.66	22,761.52	60,101.58	60,101.58	-	-20,777.92		
9	Capital cost including IDC, FC, FERV & Hedging cost	2,44,919.11	1,41,765.30	1,40,732.98	1,32,062.97	8,670.01	1,04,186.13		
10	Notional IDC			273.84	273.84				
11	Total	2,44,919.11	1,41,765.30	1,41,006.82	1,32,336.82	8,670.01	1,04,186.13		

*DPR was approved with existing hard cost after 2021-22 and hence it is based on actual hard cost incurred. IDC is considered on proportionate basis based on original estimates

^^ IDC was not considered. Coal excavation and transportation at initial phase considered.


(Petitioner)

Break-up of Capital Cost for New Integrated Mine
(As on Commercial Operation Date i.e. 30.9.2021)

Part - IV
Form-B

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

Commercial Operation Date : 30.9.2021

S. No.	Break Down	As per Investment Approval including Revised compensation plan	Gross Capital Expenditure (in 2021-22) as per DPR (Hard Cost)*	As per balance sheet (Hard +Soft cost)	Actual Capital Expenditure as on COD on cash basis (till 30.9.2021)	Additional Capitalization from COD to 31.3.2022	(Amount in Rs. Lakh) Total during 2021-22
1	2	3A			4	5	8
1	Cost of Land & Site Development						
1.1	Land						
	Freehold Land			80.79			
	Lease Hold Land	1,04,796.56	59,231.39	28,719.83	28,800.62	1,266.52	30067.14
	CBA Land						
1.2	Rehabilitation & Resettlement (R&R)	20,331.49	11,491.43	18,601.52	18,601.52	-	0.00
1.3	Preliminary Investigation & Site Development (Prospecting and Boring)	975.62	551.42				
	Total Land & Site Development	1,26,103.67	71,274.24	47,402.14	47,402.14	1,266.52	48,668.66
2	Plant & Equipment						
2.1	Coal Handling Plant						
2.2	Material Handling system	60,061.24	55,965.12	38,517.57	38,517.57		38,517.57
2.3	Fixed Infrastructure Mechanical						
2.4	Other Plant and Machinery						
	Total BOP Mechanical	60,061.24	55,965.12	38,517.57	38,517.57	-	38,517.57
3	Plant & Machinery						
3.1	Switchyard Package						
3.2	Emergency D G Set						
3.3	Fixed Infrastructure Electrical	8,251.58	7,688.83	5,675.58	5,675.58	-	5,675.58
	Total BOP Electrical	8,251.58	7,688.83	5,675.58	5,675.58	-	5,675.58
4	Spares						
4.1	Initial Spares						
	Total Plant and Machinery	68,312.82	63,653.95	44,193.15	44,193.15	-	44,193.15
5	Civil Works			7,320.10		3,978.40	3,978.40
5.1	Township & Colony/Aux Building	19,314.44	10412.13	5,760.31	5,020.81	-	5,020.81

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Break-up of Capital Cost for New Integrated Mine

(As on Commercial Operation Date i.e. 30.9.2021)

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

Commercial Operation Date : 30.9.2021

Part - IV
Form-B

S. No.	Break Down	As per Investment Approval including Revised compensation plan	Gross Capital Expenditure (in 2021-22) as per DPR (Hard Cost)*	As per balance sheet (Hard +Soft cost)	Actual Capital Expenditure as on COD on cash basis (till 30.9.2021)	Additional Capitalization from COD to 31.3.2022	Total during 2021-22
1	2	3A			4	5	8
5.2	Temporary Construction & Enabling Works	4,290.34	2,592.80				
5.3	Road and Drainage	9,396.74	89.28	1,486.63	1,486.63	-	1,486.63
5.4	Fixed Infrastructure Civil	8,209.89	7,894.85		5,668.65	-	5,668.65
	Total Civil Works	41,211.41	20,989.06	14,567.05	12,176.10	3,978.40	16,154.50
6	Overheads						
6.1	Establishment (Other Expenditure directly attributable to Construction)	2,968.16	167.81	6,211.63	6,211.63	-	6,211.63
6.2	MBOA						
6.3	Mine Development expenditure excluding IDC, IEDC	27,531.05	19,440.05	7,351.03	6,592.62	758.41	7,351.03
	Total Overheads	30,499.21	19,607.86	13,562.66	12,804.25	758.41	13,562.66
7	Total Capital cost excluding IDC & FC	2,66,127.11	1,75,525.11	1,19,725.00	1,16,575.64	6,003.33	1,22,578.97
8	IDC, FC, FERV & Hedging cost						
8.1	Interest During Construction (IDC)						
8.2	Financing charges (FC)	43,692.96	28,817.85	32,300.24	32,300.24	-	32,300.24
8.3	Incidental Expenditure Capitalized		^^				
8.3	Foreign Exchange Rate Variation (FERV)			27,801.34	27,801.34		27,801.34
8.4	Hedging cost						
8.5	WCM						
	Total of IDC, FC, FERV & Hedging cost	43,692.96	28,817.85	60,101.58	60,101.58	-	60,101.58
9	Capital cost including IDC, FC, FERV & Hedging cost	3,09,820.07	2,04,342.96	1,79,826.58	1,76,677.22	6,003.33	1,82,680.56

Break-up of Capital Cost for New Integrated Mine

(As on Commercial Operation Date i.e. 30.9.2021)

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

Commercial Operation Date : 30.9.2021

Part - IV
Form-B

S. No.	Break Down	As per Investment Approval including Revised compensation plan	Gross Capital Expenditure (in 2021-22) as per DPR (Hard Cost)*	As per balance sheet (Hard +Soft cost)	Actual Capital Expenditure as on COD on cash basis (till 30.9.2021)	Additional Capitalization from COD to 31.3.2022	(Amount in Rs. Lakh)
							Total during 2021-22
1	2						
10	Notional IDC	3A			4	5	8
11	Total	3,09,820.07	2,04,342.96	1,79,826.58	1,76,677.22	6,003.33	1,82,680.56

*DPR was approved with existing hard cost after 2021-22 and hence it is based on actual hard cost incurred. IDC is considered on proportionate basis based on original estimates

^^ IEDC was not considered. Coal excavation and transportation at initial phase considered.


(Petitioner)

Break-up of Construction/Supply/Service packages										PART-IV FORM- C	
Name of the Petitioner: OCPL											
Name of the Integrated Mine: Manoharpur Coal Mine											
S. No.	Name/No. of Construction / Supply / Service Package	Land Acquisition		Mine development expenses	Water Pipeline	MBOA	Coal Handling Plant	Township & Aux Buildings	(Amount in Rs. Lakh)		
		Lease Hold Land	Free Hold Land						Mine development expenses	Total Cost of all packages	
1	Scope of works (in line with head of cost break-ups as applicable)										
2	Whether awarded through ICB/DCB/ Departmentally/ Deposit Work										
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										
7	Value of Award in (Rs. Lakh)				6595.48	6595.48	48029.68	12400.00			73621
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)	44208.49	80.79	49032.94	5758.87		38517.57	5760.31			143359
10	Taxes & Duties and IEDC (Rs. Lakh)			5781.98		0.00	0.00	0.00			5782
11	IDC, FC, FERV & Hedging cost (Rs. Lakh)			32300.24		0.00	0.00	0.00			32300
12	Sub-total (9+10+11) (Rs. Lakh)	44208.49	80.79	87115.16	5758.87	0.00	38517.57	5760.31			181441
Note: Capitalized value includes taxes and duties while award value is excluding taxes.											

(Signature)
(Petitioner)

Reconciliation of capitalization claimed vis-a-vis books of accounts

**PART- IV
FORM- E**

**PART- IV
FORM- E**

Name of the Petitioner: OCPL

Name of the Integrated Mine: Manoharpur Coal Mine

S. No.	Particulars	As on CoD	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
1	3									
1	Closing Gross Block as per IND AS	1,663.57								
2	Ind-AS Adjustment									
3	Closing Gross Block as per I GAAP	1,663.57								
4	Opening Gross Block as per IND AS									
5	Add/Less: Adjustments									
6	Opening Gross Block as per I GAAP									
7	Total Additions as per books (G = 3 - 5)	1,663.57								
8	Less: Additions pertaining to other Mines (give Mine wise breakup)									
9	Net Additions pertaining to instant Mine	1,663.57								
10	Less: Exclusions (items not allowable / not claimed)									
11	Net Additional Capital Expenditure Claimed (on accrual basis) (I GAAP)	1,663.57								
12	Less: Un-discharged Liabilities									
13	Add: Discharges of un-discharged liabilities,									
14	Net Additional Capital Expenditure Claimed (on cash basis)	1,663.57								

Atty
(Petitioner)

Name of the Petitioner: OCPL Name of the Integrated Mine: Manoharpur Coal Mine		Statement of Capital cost (To be given for relevant dates and year wise)		PART- IV FORM- G		PART- IV FORM- G	
		(Amount in Rs. Lakh)					
S. No.	Particulars	As on 30.09.2021		As on 1.4.2024		Accrual Basis	Cash Basis
		Accrual Basis	Un-discharged Liabilities	Un-discharged Liabilities	Cash Basis		
A	a) Opening Gross Block Amount as per books (Indian GAAP)	1,629.19	-	1,629.19	-	1,629.19	1629.19
	b) Amount of IDC in A(a) above						
	c) Amount of FC in A(a) above			0.00			0.00
	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			0			0
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


Shall be provided at the time of truing up

[Signature]
(Petitioner)

Statement of Capital Works in Progress (To be given for relevant dates and year wise)		PART- IV FORM- H		PART- IV FORM- H			
Name of the Petitioner: OCPL							
Name of the Integrated Mine: Manoharpur Coal Mine							
(Amount in Rs. Lakh)							
S. No.	Particulars	As on 30.09.2021		As on 1.4.2024			
		Accrual Basis	Un-discharged Liabilities	Cash Basis	Accrual Basis	Un-discharged Liabilities	Cash Basis
A	a) Opening CWIP as per books (Indian GAAP)	103285.37	7937.86	95347.50	19249.21	14604.86	4644.36
	b) Amount of IDC in A(a) above	32258.51		32258.51			
	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	19611.16	0	19611.16			
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

Shall be provided at the time of truing up


(Petitioner)

Calculation of Interest on Normative Loan										PART- IV FORM- I		PART- IV FORM- I	
Name of the Petitioner: OCPL													
Name of the Integrated Mine: Manoharpur Coal Mine													
S. No.	Particulars	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29				
(Amount in Rs Lakh)													
1	2	6	7	8	8	8	8	8	8				
1	Gross Normative loan – Opening	92,635.77	96,878.91	1,09,126.92	1,37,706.09	1,64,961.08	1,71,594.28	1,74,328.17	1,74,328.17				
2	Cumulative repayment of Normative loan up to previous year	-	3,195.71	10,189.01	17,577.63	26,637.57	36,711.91	47,066.64	57,503.20				
3	Net Normative loan – Opening	92,635.77	93,683.19	98,937.92	1,20,128.47	1,38,323.52	1,34,882.38	1,27,261.53	1,16,824.96				
4	Add: Increase due to addition during the year	4,243.14	6,179.01	28,258.04	25,915.40	6,379.07	2,733.89	-	-				
5	Less: Decrease due to de-capitalisation during the year	-	-	-	-	-	-	-	-				
6	Add: Increase due to discharges during the year / period	-	6,069.00	321.13	1,339.59	254.13	-	-	-				
6A	Less: repayment during the period	3,195.71	6,993.29	7,388.62	9,059.94	10,074.34	10,354.73	10,436.57	10,436.57				
7	Net Normative loan - Closing	93,683.19	98,937.92	1,20,128.47	1,38,323.52	1,34,882.38	1,27,261.53	1,16,824.96	1,06,388.40				
8	Average Normative loan	93,159.48	96,310.56	1,09,533.19	1,29,225.99	1,36,602.95	1,31,071.95	1,22,043.25	1,11,606.68				
9	Weighted average rate of interest	7.94%	8.05%	8.92%	9.16%	9.47%	9.77%	9.77%	9.77%				
10	Interest on Loan	7,392.93	7,757.51	9,775.13	11,841.65	12,940.66	12,805.73	11,923.63	10,903.97				

Signature
(Petitioner)

[Signature]

[Signature]
(Petitioner)

Calculation of Interest on Working Capital (Transportation)										PART- IV FORM- J		PART- IV FORM- J			
Name of the Petitioner: OCPL															
Name of the Integrated Mine: Manoharpur Coal Mine															
S. No.	Particulars	2021-22	2022-23	2023-24	(Amount in Rs Lakh)					2024-25	2025-26	2026-27	2027-28	2028-29	
1	2	6	7	8	8	8	8	8	8	8	8	8	8	8	
1	Input Cost of Coal Stock for 7 days of Production corresponding to ATQ for the relevant year	104.00	136.90	143.38					148.08	174.67	188.55	194.38	194.38	194.38	
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	0.00	0.00	0.00					0.00	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	0.00	0.00	0.00	0.00	
4	Total Working Capital	104.00	136.90	143.38					148.08	174.67	188.55	194.38	194.38	194.38	
5	Rate of Interest	10.50	10.50	10.50					10.50	10.50	10.50	10.50	10.50	10.50	
6	Interest on Working Capital	10.92	14.37	15.05					15.55	18.34	19.80	20.41	20.41	20.41	

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: OCPL			
Name of the Integrated Mine: Manoharpur Coal Mine			
(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		7143.82
2	Communication Expenses		132.96
3	Power Charges		84.12
4	Depreciation		4442.16
5	EDP hire and other charges		1169.35
6	Expenses for guest house		350.07
7	Hiring of vehicles		962.90
8	Travel		482.21
9	Insurance		4.23
10	Legal expenses		423.58
11	Miscellaneous expenses		116.62
12	Printing and stationery		87.72
13	Professional charges and consultancy fees		11.41
14	Rates and taxes		1843.84
15	Rent		291.58
16	Security expenses		338.05
17	Tender expenses		60.79
18	Repair & Mtce		98.85
19	Hiring of Construction Equipment		0.00
20	Coal sampling charges		309.58
21	Recruitment Expenses		17.00
22	R&R mentainance expenses		261.76
23	Periphery Development & CSR Expenses		886.17
24	Other adminstrative expenses		25.62
25	Community Socio cultural activity		67.11
26	Cost of excavation (note- 31)		29056.24
27	Cost of coal transportation		5933.02
Total Expenses			54600.74
1	Less: Income from sale of tenders		
2	Less: Income from guest house		
3	Less: Interest earned from short term deposits		-
4	Less: Other Misc Income		-2,962.95
5	Less: Pre Commsioning Income on Sale of Coal	-	-23,836.46
Net Expenses			27,801.34

(Signature)
(Petitioner)

Statement of Liability Flow						PART- IV FORM- N
Name of the Petitioner: OCPL						
Name of the Integrated Mine: Manoharpur Coal Mine						
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*
Mine Operator(BGR Mining & Infra Ltd)	Work		2437.61			
Coal Transport (Maa Tarini, Anoop Road Carrier)	Work		1751.15			
CHIP (McNally Bharat)	Work		1855.94			
Consultancy (Bureau Veritas India Pvt. Ltd.)	Work		9.09			
DCPL	Work		10.60			
QC1			68.25			
Township Complex (DESPL)			730.42			
Power Supply & Dist.			76.81			
Provision for Other Pre operative Exp.			860.71			
Water Pipeline (L&T)			133.84			
Total			7934.42			
* Shall be submitted at the time of truing up.						

[Signature]
(Petitioner)

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The Odisha Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 1357 CUTTACK, TUESDAY, JULY 16, 2024/ASADHA 25, 1946

ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAWAN
PLOT NO 4, CHUNOKOLI, SHAILASHREE VIHAR,
BHUBANESWAR - 751021

NOTIFICATION

The 29th May 2024

No. 597—DIR (T)-419/2023—In exercise of the powers conferred under section 181, of the Electricity Act, 2003 (36 of 2003), read with section 62 and section 86 thereof and all other powers enabling it in this behalf, and after previous publication, the Odisha State Electricity Regulatory Commission hereby makes the following Regulations, namely:

CHAPTER I

PRELIMINARY

1. Short Title, Extent and Commencement

- a. These regulations shall be called the Odisha Electricity Regulatory Commission (Determination of Input Price of Coal from Integrated mine) Regulations, 2024.
- b. These Regulations shall be read in conjunction with OERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2020 as amended from time to time.
- c. These Regulations shall come into force from the date of their notification in the Official Gazette.
- d. Allottee companies which have COD before the publication of these Regulations in the Official Gazette are deemed to have been covered under these Regulations.
- e. These Regulations shall extend to the whole of the State of Odisha.

- f. These regulations shall also apply to all cases where a Generating company has the arrangement for supply of coal from the integrated mine(s), for one or more specified end use Generating stations, whose tariff is required to be determined by the Commission under section 62 of the Act read with section 86 thereof.

2. Objective

The objective of these regulations is to determine the input price of coal sourced from integrated mine(s) of Allottee Company for generation of electricity which will be supplied to the beneficiaries.

3. Definitions

- (1) In these regulations, unless the context otherwise requires,
- a) "**Act**" means the Electricity Act, 2003 (36 of 2003);
 - b) "**Agreement**" shall mean the Fuel Supply Agreement including all its Schedules, Annexure and attachments and subsequent amendments between the Allottee Company (**hereinafter called Seller**) and the Purchaser (company owning the power generation facility);
 - c) "**Allotment Agreement**" shall mean the Allotment Agreement between the President of India and the Allottee Company as defined hereunder in respect of the Coal Mine and the allotment orders issued pursuant to aforesaid agreement which may be further amended from time to time;
 - d) "**Allottee Company**" shall mean the company which has been allotted the Coal Mine by the Ministry of Coal, Government of India for supply of coal to the specified end use Generating plants for generation of electricity and supply to its beneficiaries;
 - e) "**Annual Contracted Quantity**" or "**ACQ**" shall mean the quantity of Coal agreed to be supplied by the Seller and undertaken to be purchased by the Purchaser on an annual basis commencing from the First Delivery Date, as specified in Fuel Supply Agreement (FSA);
 - f) "**Annual Target Quantity**" or "**ATQ**" in respect of an integrated mine(s) means the quantity of coal 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 is ready for supply of coal 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 to be extracted during a year as specified in the Mining Plan.

- g) **"Applicable Laws"** shall mean all laws, brought into force and effect by the Government of India ("GoI") or State Government including rules, acts, statutes, regulations and notifications, guidelines or policies (to the extent mandatory) made there under, and judgments, decrees, injunctions, writs and orders of any Court of record, or any interpretation or administration of any of the foregoing, by any Authority concerning, relating to or having jurisdiction over the Coal Mine, as may be applicable to either Seller or the Purchaser, their obligations or Fuel Supply Agreement as amended from time to time;
- h) **"Authority"** shall mean any National or State Government Department, local Government council, Inspection Authority, Courts, Tribunal, Regulatory bodies and quasi-judicial body, boards, bureaus, instrumentalities of Government, Commissions, municipality, corporations, branches, directorates, agencies, ministries and any other statutory authority of Government of India or relevant State Government, exercising any sovereign function;
- i) **"Basic Pit Head Price of RoM Coal"** shall mean the price notified by Coal India Limited (CIL Notified Price) for corresponding Grade of Coal for the purpose of payment of statutory charges;
- j) **"Business Day"** shall mean each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday that is not declared a holiday in the State of Odisha under the Negotiable Instruments Act, 1981;
- k) **"Capital Cost"** means the capital cost as determined in Regulation 11 of these regulations in respect of integrated mine(s);
- l) **"Coal"** shall mean non-coking as well as washery grade coal not linked to coking coal washeries, produced from the Coal Mine by the Seller, falling within the different classes, grades and sizes into which Coal is categorized from time to time, in the notification/order issued for such purpose by the Ministry of Coal, Government of India or the State Government or Seller, as the case may be;
- m) **"Date of Commercial Operation (COD)"** shall mean the date of commercial operation and in case of integrated mine(s) it 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 5 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 this Regulation, the Allottee 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 end-use generating station(s) and its beneficiaries;

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 Allottee Company or its suppliers or contractors or the Mine Developer and Operator, the Commission, on an application made by the Allottee 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 Clause of this Regulation;

Provided also that the Allottee Company seeking the approval of the date of commercial operation under the preceding proviso shall give prior notice of one month to the end use generating station(s) and beneficiaries of the integrated mine(s) regarding the Date of Commercial Operation.

- n) **“Date of Commencement of Production”** in respect of integrated mine(s) means the date of touching of coal as declared by the Allottee Company;
- o) **“Declared Grade”** shall mean grade of the Coal, as declared by Ministry of Coal, Government of India or State Government or the Seller specific to the Coal Mine / Coal Seams / Coal stock for corresponding Year;
- p) **“Fuel Supply Agreement” or “FSA”** means the agreement executed between the Generating Company and the fuel supplier for the generation and supply of electricity to the beneficiaries;
- q) **“End Use Plant”** shall mean the specified end use plants as mentioned in the Coal Allocation Agreement of Government of India;
- r) **“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;

- s) **“Input Price”** means the price of coal sourced from the integrated mines at which the coal is transferred to the generating station for the purpose of computing the energy charges for generation and supply of electricity to the beneficiaries and determined in accordance with these regulations;
- t) **“Integrated Mine”** means the Coalmine (allocated to the Allottee Company for use in one or more end use Generating Plant) or basket coal mine (allocated to a Generating Company for use in any of its Generating Stations) or both being developed by the Allottee Company for supply of coal to one or more specified end use Generating stations for generation and sale of electricity to the beneficiaries.
- u) **“Investment Approval”** means approval by the Board of the Allottee Company or any other competent authority conveying administrative sanction for the project including funding of the project and the timeline for the implementation of the project:

Provided that the date of Investment Approval shall be reckoned from the date of there solution of the Board of the Allottee company where the Board is competent to accord such approval and from the date of sanction letter of competent authority in other cases;

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.
- v) **“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 dispatch of coal, as the case may be, where Coal will be delivered by the Seller through its Mine Operator or otherwise to the Purchaser;
- w) **"Merry Go Round" or "MGR"** shall mean the Purchaser’s captive rail transportation system for transportation of Coal from the Coal Mine up to the unloading point at End Use Plant;
- x) **“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;

- y) **“Mine Operator”** shall mean the contractor appointed by the Seller for the development and operation of the Coal Mine in terms of the MSA;
- z) **“Mining Plan” or “Mine Plan”** in respect of integrated mine(s) means a plan prepared in accordance with the guidelines issued by the Ministry of Coal, Government of India as amended from time to time or 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 Govt., as the case may be;
- aa) **“Monthly Scheduled Quantity” or “MSQ”** shall mean the quantity out of the ACQ scheduled to be delivered every month as provided in PPA/FSA;
- bb) **“MSA”** shall mean the Mining Service Agreement executed between Seller and Mine Operator and subsequent amendments;
- cc) **“Nominated Authority”** shall mean the Nominated Authority appointed under Section 6(1) of the Coal Mines (Special Provisions) Act 2015;
- dd) **“Operation & Maintenance Expenses” or “O&M Expenses”** means the expenditure incurred for operation and maintenance of the integrated mine, and includes the expenditure on manpower, maintenance, Repairs & Maintenance spares, consumables, insurance and overheads

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 Allottee Company and the mine closure expenses.
- ee) **“Peak Rated Capacity”** in respect of integrated mine(s) means the peak rated capacity of the mine, as specified in the Mining Plan;
- ff) **“Run of Mine Coal” or “ROM Coal”** shall mean the coal as extracted from the colliery and which has not undergone any processing or resizing to suit the requirement of the user;
- gg) **“State Government”** shall mean the Government of Odisha which includes but not

limited to Energy Department of Government of Odisha;

- hh) **“Surplus Coal”** shall mean coal produced in the Coal Mine over and above the actual coal requirement of specified End Use Plant, read with the relevant guidelines of Ministry of Coal, Government of India;
- ii) **“Third Party Agency”** or **“TPA”** shall mean the independent agency appointed by Seller in agreement with the Purchaser for conduct of third-party sampling & analysis at the Coal Mine;
- jj) **“tonne”** means metric tonne of coal in respect of integrated mine (s),
- kk) **“Useful Life”** in relation to integrated mines from the Date of Commercial Operation shall be as per the mining plan.
- ll) **“Year”** shall mean, a financial year beginning on 1st April and ending on 31st March:

Provided that in case of new integrated mine(s), the first year shall commence from the Date of Commercial Operation and end on the immediately following 31st March;

- (2) Words and expressions used and not defined in these Regulations but defined in the Act or OERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2020 as amended from time to time or any other Regulation of the Commission shall have the meaning assigned to them under the Act or any other Regulation of the Commission as the case may be;

4. Application for determination of Input Price

- (i) The Allottee company having Fuel Supply Agreement (FSA) with the end use generating plant(s) for the supply of coal from an integrated mines shall file a petition in accordance with these Regulations for determination of input price of coal not later than 90 days from the Date of Commercial Operation of the integrated mine or from the date of notification of these regulations.

Provided further, that the Allottee Company having integrated mine(s) shall file petition before the Commission as perform at provided by the Commission for determination of the input price of coal from the integrated mine(s) containing the details of expenditure incurred and projected to be incurred duly certified by the Auditor.

5. Input Price of coal

- (1) Input price of coal from the integrated mine(s) shall be determined based on the following components:
 - I) Run of Mine (ROM) Coal 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;

- (2) Statutory Charges and taxes, over and above as applicable, shall also be allowed.
- (3) The Allottee 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 End Use Generation Plant:

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, the quantity of coal billed shall be adjusted in accordance with Clause (4) of this Regulation.

- (4) In case of excess or short recovery of input price under Clauses (3) of this Regulation, the Allottee Company shall refund the excess amount or recover the shortfall amount, as the case may be, with simple rate of interest equal to one-year MCLR of SBI prevailing as on 1st April of the respective years of the tariff period, in six equal monthly installments. Accordingly, the Allottee

Company shall refund / recover such amount to/ from the Generating Company:

Provided that such interest shall be payable till the date of determination of Input Price of Coal by the Commission:

Provided that in case there is a delay in filing the Petition for determination of input price as per the timelines specified under Regulation (4) of these Regulations, no carrying cost shall be allowed to the Allottee Company for such delay and in such cases the carrying cost at the simple interest rate of 1-year SBI MCLR shall be allowed from the date of filing of the Petition.

6. Run of Mine (ROM) Coal Cost

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

ROM Cost= [{Annual Extraction Cost (Rs) / Annual Target Quantity (ATQ) or Actual Production whichever is higher} + Mining Charge] + (Fixed Reserve Price).

Where,

- (i) Annual Extraction Cost is the cost of extraction of coal as computed in accordance with Regulation 13 of these regulations;
 - (ii) Mining Charge is the charge per tonne of coal paid by the Allottee Company to the Mine Developer and Operator engaged by the Allottee 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.
- (2) 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:

ROM Cost = (Quoted Price of coal) + (Fixed Reserve Price)

Where,

- (i) Quoted Price of coal is the Final Price Offer of coal per tonne 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 Allottee 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 and additional capital expenditure under these Regulations shall not be admissible for the purpose of ROM cost in respect of integrated mine(s) allocated through auction route.

- (3) The Allottee Company shall adhere to the Mining Plan for extraction of coal on annual basis and shall submit a certificate to that effect from the Coal Controller, Ministry of Coal, Government of India 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, Ministry of Coal, Government of India or the revised Mining Plan has been approved by the competent authority.

- (4) Run of Mine Cost of coal shall be worked out in terms of Rupees per tonne.

7. Additional Charges

- (1) Where crushing or transportation or handling or washing are undertaken by the Allottee 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 (Rs. Per tonne) = Annual Crushing Cost/Quantity;

- (ii) Transportation Charges (Rs. Per tonne)= 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 (Rs per tonne)= Annual Handling Cost/Quantity; and

(iv) Washing Charges (Rs per tonne)= 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 Allottee 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 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 / sizing, transportation, handling and washing are within the scope of the Mine Developer and Operator engaged by the Allottee 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 / sizing, transportation, handling and washing are undertaken by the Allottee 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/ sizing 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/ sizing charges, transportation charges, handling and washing charges shall be worked out in terms of Rupees per tonne.

8. Supply of Coal prior to the Date of Commercial Operation of Integrated Mine

The input price for supply of coal from the integrated mine(s) prior to their Date of Commercial Operation shall be the estimated price available in the investment

approval or the notified price of Coal India Ltd for the corresponding grade of coal supplied to the power sector, whichever is lower;

Provided that any revenue earned from supply of coal 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).

9. Truing up of Input Price of Coal

The input price of coal from the integrated mine(s) of the Allottee Company shall be trued up by the Commission for the control period FY 2024-29 in respect of the following:

- a) the capital expenditure including additional capital expenditure incurred up to 31.3.2029, as allowed by the Commission after prudence checks;
- b) the capital expenditure including additional capital expenditure incurred up to 31.3.2029, on account of Force Majeure and Change in Law, as admitted by the Commission.
- c) The Operation & Maintenance expenses in accordance with provisions of Regulation (16) of these Regulations.

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 Allottee Company shall refund such excess amount or recover the shortfall amount, as the case may be, from the Generating Company along with simple interest equal to one-year MCLR of SBI prevailing as on 1st April of the respective years of the tariff period in six equal monthly installments. Accordingly, the Generating Company shall refund / recover such amount to/ from the beneficiary.

10. Energy Charge

In case of supply of coal from integrated mine(s), it shall be based on the Input Price of coal as computed in accordance with these Regulations and accordingly Energy Charge in respect of Thermal Generating Station shall be determined as per OERC Generation Tariff Regulations, 2020 as amended from time to time.

CHAPTER 2

11. Capital Cost

- a) The expenditure incurred, including Interest During Construction (IDC) and Incidental Expenditure During Construction (IEDC), duly certified by the Auditor of the company, for development of the integrated mine(s) up to the Date of Commercial Operation, shall be considered for arriving at the capital cost.
- b) Capital expenditure incurred shall be admitted by the Commission after prudence check.
- c) Capital expenditure incurred on infrastructure for crushing, transportation, handling and 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 and washing are undertaken by the Allottee 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 and washing are undertaken by the Allottee 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 capitalized by the Allottee Company and shall not be considered for the determination of input price.

- d) 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.
- e) In the case of integrated mine(s) which has declared the Date of Commercial Operation prior to 01.04.2024, the capital expenditure allowed after prudence check by the Commission for the period ending 31.03.2024 shall form the basis for the computation of input price.

12. 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 (CoD) 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 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 decapitalization.

- (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 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 has not been de-capitalized from the gross fixed assets.
- (4) The Allottee Company undertaking any additional capitalization in integrated mine (s) on account of change in law events or force majeure conditions may, after intimating the end use generating company or 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 exceed 10% of the admitted capital cost of the integrated mine(s) or Rs 100 crores, whichever is lower;
- (5) In the case of integrated mine(s) which has declared the Date of Commercial Operation prior to 01.04.2024, the additional capital expenditure allowed after prudent check by the Commission for the period ending 31.03.2024 shall form the basis for the computation of input price.

13. 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.

14. Capital Structure, Return on Equity and Interest on Loan Capital

- (1) For integrated mine(s), debt-equity ratio as on the Date of Commercial Operation (CoD) and as on the date of achieving Peak Rated Capacity shall be considered in the manner as specified hereunder:

The debt equity ratio of 70:30 as on Date of Commercial Operation shall be considered and if the equity actually deployed is more than 30% of the capital cost, the equity in excess of 30% shall be treated as normative loan;

Provided that where actual equity employed is less than 30% of the capital cost, the actual debt and equity shall be considered for determination of tariff;

Provided further that the equity invested in foreign currency shall be designated in Indian rupees on the date of each investment;

Provided further that any grant obtained for the execution of the project shall not be considered as a part of capital structure for the purpose of debt: equity ratio.

Explanation-The premium, if any, raised by the Allottee Company, while issuing share capital and investment of internal resources created out of its free reserve, for the funding of the project, shall be reckoned as paid-up capital for the purpose of computing return on equity, only if such premium amount and internal resources are actually utilised for meeting the capital expenditure of the Allottee Company.

- (2) The Allottee Company shall submit a resolution of the Board of the company or approval of the competent authority in case of infusion of funds from internal resources in support of the utilization made or proposed to be made to meet the capital expenditure of the integrated mine(s).
- (3) 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 Regulation 14(1) of these Regulations.
- (4) Return on equity shall be computed in rupee terms on the equity base arrived under Regulation 14(1) of these Regulations at the Base Rate of 14%.
- (5) The base rate of return on equity as per regulation 14(4) of this Regulation shall be grossed up with the effective tax rate computed in the manner specified under these regulations and shall be recovered as a part of annual extraction cost.
- (6) The base rate of return on equity as allowed by the Commission under Regulation 14(4) of these regulations shall be grossed up with the effective tax rate of the respective financial year. The effective tax rate shall be calculated at the beginning of

every financial year based on the estimated profit and tax to be paid estimated in line with the provisions of the relevant Finance Act applicable for that financial year to the concerned Allottee Company and the corresponding tax thereon.

Provided that in case the Allottee Company is paying Minimum Alternate Tax (MAT) under Section 115JB of the Income Tax Act, 1961, the effective tax rate shall be the MAT rate, including surcharge and cess;

Provided further that in case Allottee Company has opted for Section 115BAA, the effective tax rate shall be tax rate including surcharge and cess as specified under Section 115BAA of the Income Tax Act, 1961.

- (7) The rate of return on equity shall be rounded off to three decimal places and shall be computed as per the formula given below:

$$\text{Rate of pre-tax return on equity} = \text{Base Rate} / (1-t)$$

- (8) The Allottee Company shall true up the tax basing on effective tax rate for every financial year based on actual tax paid together with any additional tax demand, including interest thereon, duly adjusted for any refund of tax including interest received from the income tax authorities pertaining to the tariff period 2024-29 on actual gross income of any financial year. Further, any penalty arising on account of delay in deposit or short deposit of tax amount shall not be considered while computing the actual tax paid for the company.

Provided that in case a Allottee Company is paying Minimum Alternate Tax (MAT) under Section 115JB, the company shall true up the grossed-up rate of return on equity at the end of every financial year with the applicable MAT rate including surcharge and cess.

Provided that in case a Allottee Company is paying tax under Section 115BAA, the company shall trueup the grossed-up rate of return on equity at the end of every financial year with the tax rate including surcharge and cess as specified under Section 115BAA.

- (9) The loans arrived at the manner indicated in Regulation 14(1) of these Regulations shall be considered gross normative loan for the calculation of Interest on loan. Interest on loan shall be calculated on the normative average loan of the year by applying weighted average rate of interest.
- (10) The normative loan outstanding as on 01.04.2024 shall be worked out by deducting the cumulative repayment upto 31.03.2024 from the gross normative loan.

- (11) The repayment on each of the year of the tariff period 2024-29 shall be deemed to be equal to the depreciation allowed for the corresponding year or period. In case of decapitalization of assets, the repayment shall be adjusted by taking into account cumulative repayment on a pro rata basis, and the adjustment should not exceed cumulative depreciation recovered up to the date of de-capitalisation of such asset.
- (12) The changes to the terms and condition of the loans shall be reflected from the date of such refinancing.
- (13) The rate of interest on loan shall be arrived at by considering the weighted average rate of interest calculated on the basis of the actual loan portfolio:

Provided that there is no actual loan outstanding for a particular year but the normative loan is still outstanding then the last available weighted average rate of interest of the loan portfolio for the project shall be considered.

- (14) The interest on loan shall be calculated on the normative average loan of the year by applying the weighted average rate of interest:

Provided further that if the allottee company does not have any actual loan then the rate of interest for a loan shall be considered as 1-year MCLR of the State Bank of India as applicable as on 1st April of the relevant financial year.

15. Depreciation

- (1) Depreciation in respect of integrated mine(s) shall be computed from the Date of Commercial Operation by applying Straight Line Method:
- (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 A** 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.

16. Operation and Maintenance Expenses

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

- (a) The Operation & Maintenance expenses in respect of integrated mine(s) of coal, for the tariff period ending on 31st March 2029 shall be allowed basing on the projected/ actual Operation & Maintenance Expenses for each year of the tariff period subject to prudence check by the Commission:

Provided that the Operation & Maintenance expenses allowed under this Regulation shall be trued up based on actual expenses for the tariff period ending on 31st March, 2029 after prudence check.

- (2) Where the development and operation of the integrated mine(s) is undertaken by the Allottee Company by engaging Mine Developer and Operator, the Mining Charge of such Mine Developer and Operator shall not be included in Operation & Maintenance Expenses under Regulation 16(1) of these Regulations;
- (3) Where an agency other than Mine Developer and Operator is engaged by the Allottee 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 & Maintenance Expenses under Regulation 16(1) of these Regulations, subject to prudence check by the Commission.

17. 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 at the rate of 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 Allottee Company; and
 - (iii) Operation & 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 Allottee Company.
- (2) Rate of interest on working capital shall be on normative basis and shall be equal to the Marginal cost of funds based Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time plus 300 basis points as on 1st April of the year during the tariff period 2024-29 in which the integrated mine or a unit thereof, is declared under commercial operation:

Provided that in case of truing-up, the rate of interest on working capital shall be considered at the Marginal cost of funds-based Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time plus 300 basis points as on 1st April of each of the financial year during the tariff period 2024-29.

- (3) Interest on working capital shall be payable on normative basis notwithstanding that the Allottee Company has not taken loan for working capital from any outside agency.

18. Mine Closure Expenses

- (1) Where the mine closure is undertaken by the Allottee 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 2024-29, the short fall 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 Allottee 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 Allottee Company separately:

Provided that,

- a) the amount deposited in the Escrow account by the Mine Developer and Operator or by the Allottee 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 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 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 Allottee Company only for a part of useful life of the integrated mine(s) and the Allottee Company undertakes the mine closure for the balance useful life, the treatment of mine closure during the period undertaken by the Allottee Company shall be in accordance with Regulation 18(1) of these Regulations and mine closure during the period undertaken by the Mine Developer and Operator shall be in accordance with Regulation 18 (3) of these Regulations:

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 these Regulations shall not be applicable in case of the integrated mine(s) allocated through auction route under Coal Mines (Special Provisions) Act, 2015.

19. Determination of Input Price

- (1) The input price of coal shall be determined as under:

Input Price = [ROM Cost + 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 and taxes, as applicable, shall be allowed.

20. Recovery of Input Charges

- (1) The input charges of coal shall be recovered as under:

Input Charges = [Input Price x Quantity of coal supplied] + Statutory Charges, as applicable;

Provided that where Energy Charge Rate (ECR) 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 Allottee 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.

- (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.

21. Adjustment on account of Overburden Removal (OB Adjustment)

- (1) The Allottee Company shall remove overburden as specified in the Mining Plan.

- (2) In case of shortfall in overburden removal during a year, the Allottee 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 Allottee Company shall be allowed to carry forward such excess for adjustment against the shortfall, if any, during subsequent three years.
- (4) Where the shortfall in overburden removal of any year is not made good by the Allottee Company in accordance with Regulation 21(2) of these Regulations, the adjustment on account of shortfall of overburden removal (OB Adjustment) for that year shall be worked out as under:

$$\text{OB Adjustment} = [\text{Factor of adjustment for shortfall of overburden removal during the year}] \times [\text{Mining Charge during the year} + \text{Operation and Maintenance expenses during the year}]$$

Where,

- i) Factor of adjustment for shortfall of overburden removal during the year =

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

22. 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:

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

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 Allottee 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:

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

Where,

- i) Annual Extraction Cost is the cost of extraction of coal as computed in accordance with Regulation 13 of these regulations;
- ii) Mining Charge is the charge per tonne of coal paid by the Allottee Company to the Mine Developer and Operator engaged by the Allottee 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, Ministry of Coal, Government of India, whichever is higher.

23. 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:

NTI Adjustment = (2/3 of total Non-tariff income during the year)/(Actual quantity of coal extracted during the year).

Provided that in case the actual extraction is less than ATQ, no NTI adjustment shall be made till the total cost of extraction is recovered.

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

24. Credit Adjustment Note

- (1) The credit arising on account of Over Burden 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 Over Burden Adjustment, GCV Adjustment or NTI Adjustment, as the case may be, for that year as under:
 - (i) Over Burden Adjustment for the year X Quantity of coal supplied in that year;
 - (ii) GCV Adjustment for the year X Quantity of coal supplied in that year; and
 - (iii) NTI Adjustment in the year X Quantity of coal supplied in that year.
- (3) The amount in Credit Adjustment Note shall be adjusted against the charges of coal supplied after the date of issue of Credit Adjustment Note on monthly basis which shall be reconciled at the end of the year. The Allottee Company 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.

25. Quality Measurement

The quality of coal 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.

26. Rebate

- 1) For payment of bills of the Allottee Company through Letter of Credit (LC) on presentation or through NEFT/RTGS within a period of 5 working days of the presentation of bills by the Allottee company, a rebate of 1.5% shall be allowed. Where payments are made on any day after five (5) working days and within a period of thirty (30) days of presentation of bills by the Allottee Company, a rebate of 1% shall be allowed:

Provided that in case a different Rebate mechanism is provided in the FSA, then that shall prevail notwithstanding anything mentioned in this Regulations.

27. Late payment surcharge

- 1) In case the payment of any bill for charges payable under these regulations is delayed by a Generating Company or long-term customers as the case may be, beyond a period of 45 days from the date of presentation of bills, a late payment surcharge at the rate of 1.50% per month shall be levied by the Allottee Company.
- 2) Unless otherwise agreed by the parties, the charges payable by Generating Company or long-term customer shall be first adjusted towards late payment surcharge on the outstanding charges and thereafter, towards monthly charges billed by the Allottee Company starting from the longest overdue bill:

Provided that in case a different Late Payment Surcharge mechanism is provided in the FSA, then that shall prevail notwithstanding anything mentioned in this Regulations.

28. Deviation from ceiling tariff

- 1) The Input Price determined in these regulations shall be a ceiling price. The Allottee Company and the Generating Company or the long-term customer, as the case may be, may mutually agree to charge a lower Price. Where a Allottee Company and its beneficiaries have mutually agreed to charge lower Price, it 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 price is lower than the ceiling Price, the Allottee Company shall charge such trued-up Price only:

Provided further that the difference between the agreed Price and the trued-up Price shall be settled between the parties in accordance with Regulation 9 of these Regulations.

- 2) The deviation from the ceiling Price specified by the Commission shall come into effect from the date agreed to by the Allottee Company and the beneficiaries.

CHAPTER 3

MISCELLANEOUS

29. Power to give directions.

The Commission may from time to time issue such directions and orders as considered appropriate for implementation of these Regulations.

30. Power to relax.

The Commission, by a special-order recording reason in writing, may relax any of the provisions of these Regulations Suo Motu or based on an application made before the Commission by an interested person.

31. Power to amend.

The Commission may from time to time add, vary, alter, suspend, modify, amend, or repeal any provisions of these Regulations recording the reasons in writings.

32. Power to remove difficulties.

If any difficulty arises in giving effect to the provisions of these Regulations, the Commission may, by an order, make such provisions, 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.

By Order of the Commission

**(DR. PRIYABRATA PATNAIK)
SECRETARY**

Appendix A

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\$	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	6.33
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

Note	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

Government of India
Ministry of Coal
O/o the Nominated Authority

World Trade Tower, New Delhi

Office of the nominated authority constituted under section 6 of the Coal Mines (Special Provisions) Act, 2015.

Allotment order under clause (c) of sub-rule (2) of rule 7 and sub-rule (1) of rule 13

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

Order no.: 103/25/2015/NA

Date: August 31, 2015

In favour of: **Odisha Coal and Power Limited** incorporated in India under the Companies Act, 2013 with corporate identity number U10100OR2015SGC018623, whose registered office is at Plot No. N-3/135, IRC Village, Nayapalli, Bhubaneswar, Odisha - 751015, India (the “Allottee”).

For utilisation in: End Use Plant situated at Banharpali, Jharsuguda, Odisha, as more particularly described below (the “End Use Plant”)

S. No	Name of Specified End Use Plant	Address	Configuration	Capacity
1.	Odisha Power Generation Corporation Ltd., Expansion Power Project (Unit 3, 4, 5 and 6)	Ib Thermal Power Station, Banharpali, Jharsuguda, Odisha	4 X 660 MW	2640 MW

*MW stands for Mega Watt

WHEREAS, the nominated authority has, in accordance with the provisions the Coal Mines (Special Provisions) Act, 2015 (the “Act”) and the Coal Mines (Special Provisions) Rules 2014 (the “rules”) conducted the allotment of the relevant Schedule I coal mine;

AND WHEREAS the allottee is eligible to receive this allotment order with respect to the mine, including, inter-alia -

(a) the coal bearing land acquired by the prior allottee and the lands, in or adjacent to the coal mines used for coal mining operations acquired by the prior allottee; and



(b) any existing mine infrastructure as defined in clause (j) of sub-section (1) of section 3 of the Act;

AND WHEREAS the allottee has furnished a performance bank guarantee dated April 27, 2015 for an amount equal to INR 1,53,92,00,000 (Indian Rupees One Hundred Fifty Three Crore and Ninety Two Lakh) issued by Yes Bank in accordance with the allotment document and in accordance with the provisions of sub-section (6) and sub-section (12) of section 8 of the Act;

AND WHEREAS the allottee has entered into an Allotment Agreement dated March 30, 2015 (as amended) with the nominated authority in accordance with the provisions of sub-rule (5) of rule 13.

NOW, THE NOMINATED AUTHORITY DOES ORDER:

1. On and from August 31, 2015 ("allotment date") and in accordance with sub-section (4) of section 8 read with sub-section (12) section 8 of the Act, with respect to the mine, the following shall stand fully and absolutely transferred and vested in the allottee, namely: -
 - (a) all the rights, title and interest of the prior allottee in and over the land and mine infrastructure free from all encumbrances;
 - (b) entitlement to a mining lease to be granted by the State Government with the terms and conditions of the Allotment Agreement forming a part of it on making an application;
 - (c) all statutory licences, permits, permissions, approvals or consents as per rules, required to undertake coal mining operations in the mine, if already issued by the Central Government, to the prior allottee on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 2**;
 - (d) entitlement to any statutory licence, permit, permission, approval or consent required to undertake coal mining operations in the mine, if already issued by the Central Government, to the prior allottee on making an application on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 3**;
 - (e) entitlement to any statutory licence, permit, permission, approval or consent required to undertake coal mining operations in the mine, if already issued by the State Government, to the prior allottee on making an application on the same terms and conditions as were applicable to the prior allottee, as listed in the **Annexure 4**;
 - (f) rights appurtenant to the approved mining plan of the prior allottee;
 - (g) any subsisting contract in relation to coal mining operations, to which the prior allottee was a party and which is assumed, adopted and continued by the Allottee and listed in the **Annexure 5** shall stand novated (by virtue of a deemed consent from the relevant party(ies)), in accordance with the



provisions of sub-section (1) of section 11 of the Act in favour of the allottee for the residual term or residual performance of such contract;

2. The Allottee may seek any change in the terms and conditions attached to such licence, permit, permission, approval or consent by making an application in accordance with applicable laws;
3. Hereinafter, the Allottee shall be entitled to take possession of the mine as specified in Annexure-1 without let or hindrance;
3. This allotment order is liable to be cancelled in accordance with the provisions of sub-rule (6) of rule 13.



Vivek Bharadwaj

(By the nominated authority)

Annexures

Annexure 1: Particulars of the mine

Part A – Description of the mine

Name of Coal Mine	Manoharpur and Dipside Manoharpur
Latitude	Manoharpur: 21°56'19" N to 21°58'04" N
Longitude	Manoharpur: 83°46'00" E to 83°47'26" E
Coalfield	Ib Valley
Villages	Manoharpur, Ghumundasan
Tehsil/Taluka	Hemgiri
District	Sundergarh
State	Odisha



Part B – Description of Land in relation to the mine

Type of Land: Freehold Land for Mining as per Mining Lease

Nil

Type of Land: Leasehold Land for Mining as per Mining Lease

Nature	Area (Hectares)
Government Land	339.53
Private Land	398.68
Forest Land	-

Type of Land: Leasehold Land - Any other land for mine infrastructure as defined in section 3(1) (j) of the Act

Nature	Area (Hectares)
Government Land	79.81
Private Land	126.36
Forest Land	-



Part C – Description of Mine Infrastructure in relation to the mine

C1- Mine Infrastructure: Immovable Assets

Nil

C2- Mine Infrastructure: Land for Compensatory Afforestation

Type of Land: Freehold Land for Compensatory Afforestation

Nil

Type of Land: Leasehold Land for Compensatory Afforestation

Nature	Area (Hectares)
Government Land	436.08
Private Land	-
Forest Land	-

C3- Mine Infrastructure: Resettlement and Rehabilitation Land

Type of Land: Resettlement and Rehabilitation Freehold Land

Nil

Type of Land: Resettlement and Rehabilitation Leasehold Land

Nature	Area (Hectares)
Government Land	72.83
Private Land	-
Forest Land	-



Annexure 2: Particulars of statutory licences, permits, permissions, approvals or consents issued by the Central Government which are being transferred along with this Allotment Order.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Approval of a) Mining Plan of Manoharpur Coal Mine Mining Plan (March, 2008)-Manoharpur coal block	Ministry of Coal	No.13016/26/2008-CA-I	11.08.2008
	b) 1st Revision of Mining Plan and Mine Closure Plan (July 2013)-Manoharpur coal mine		No.13016/28/2012-CA-I	11.12.2013



Annexure 3: Particulars of statutory licences, permits, permissions, approvals or consents issued by the Central Government to be obtained on application by the Allottee.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Environment Clearance Manoharpur Opencast Coalmine Project (8 MTPA in an ML area of 977.875 ha)	Ministry of Environment and Forests	No. J-11015/139/2008- IA.II(M)	21.02.2014
2.	Forest Clearance – a) Stage 1 Diversion of 200.465 Ha of Forest Land including 4.42 Ha for Safety Zone in Manoharpur Coal Block of Ib-Valley Coalfields in Sundargarh District of Odisha	Ministry of Environment and Forests	F. No. 8-63/2011-FC	17.10.2012
	b) Stage 2 Diversion of 276.655 Ha of Forest Land (including 76.19 Ha area which is to be treated as forest as per dictionary meaning) in Manoharpur Coal Block of Ib-Valley Coalfields in Sundargarh District of Odisha		F. No. 8-63/2011-FC	20.08.2014
3.	Ground water clearance - Manoharpur Coal Mine	Central Ground Water Authority – Ministry of Water Resources	No. 21- 4(380)/CGWA/SER/2011 -1743	29.11.2011
4.	Explosive Licenses – Proposed possession for use of explosives from a magazine situated at Survey No: Plot No. 2338, Khata No. 212,	Ministry of Commerce, DIPP	A/E/HQ- OR/22/297(E69927)	05.10.2012



S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
	Town/Village: Laikera. Dist Khurda, State Odisha			



Annexure 4: Particulars of statutory licences, permits, permissions, approvals or consents issued by the State Government to be obtained on application by the Allottee.

S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
1.	Consent to establish - Manoharpur Coal Mine	State Pollution Control Board, Odisha	No. 23672/ Ind-II-NOC-5430	30.12.2013
2.	Grant of Mining Lease – Over an area of 644.685 hectares in village Manoharpur, Kathapali, Dulinga, San Ghumra, Durubaga and Paramanandapur under Sadar sub-division of Sundergarh District- Manoharpur Coal Mine	Steel & Mines Department, Government of Odisha	No. 9239/SM, III (Coal) SM-08/2012	28.12.2012
3.	Grant of Prospecting License – Dipside Manoharpur Coal Mine	Department of Steel & Mines, Government of Odisha	Memo No. 7635/ SM	26.09.2011
4.	Land Ownership a) Permissive possession and acceptance of terms and conditions of Government land admeasuring 56.52 acres	IDCO	IDCO:HO:P&A: LAE: No. 5703/2010/3342	14/15.02.2014
	b) Allotment of Govt. land		IDCO:HO:P&A: LAE: No. 5703/2008/2014/11014	06/07.06.2014
5.	Power Line from State Electricity Board a) 11 KV Power Supply permission to R&R Colony, Guest House and Office	WESCO	WESCO/Com-404	07.04.2014
	b) 33 KV Power Supply Permission – In principle to Manoharpur Coal Mine	Odisha Power Transmission Corporation Ltd.	TR/WKL/IV/376/2010/2244(13)	11.07.2012
	c) In Principle approval for Power supply 220 KV to Manoharpur Coal Mine	Odisha Power Transmission Corporation Ltd.	TR/WKL/IV/376/2010/823(13)	28.03.2012
	d) 5 MVA 33KV power supply permission to Manoharpur Coal Mine	GRIDCO Limited	DC-120/2010(Vol-II)/2326(9)	28.03.2012
6.	Approval for diversion of Garia Nalla passing through	Department of Water	No. 6308/WR, Irr-II-WRC-04/14	04.03.2014



S. No	Statutory Clearance	Ministry/ Agency	Letter No.	Date
	Manoharpur Coal Mine	Resources, Government of Odisha		
7.	Approval for diversion of Road connecting Durubaga and Kanaktura maintained by R.D. Deptt coming with the ambit of Manoharpur Coal Mine	Department of Rural Development, Government of Odisha	No. 28541600052012/RD	15.01.2014
8.	Approval of Site Specific Wildlife Conservation Plan for Manoharpur Coal Mine	O/o the Principal Chief Conservator of Forests (Wildlife) and Chief Wildlife Warden, Odisha	Memo. No. 5838/1WI(C)SSP-213/2011	29.08.2011
9.	Consent to Establish of R&R Colony	State Pollution Control Board, Odisha	No.6536/Ind-II-NOC-5845	23.04.2014
10.	Clearance for Non-Mineral zone/ore bearing area in the district of Sundergarh and Jharsuguda in favour of OPGC	Directorate of Geology, Government of Odisha	No. GXXIII(c)-29/2013-1532/DG	14.03.2014
11.	Permission for ITC	State Council for Technical Education and Vocational Training, Government of Odisha	Order No. VT-XV-01/2013	15.04.2014



Annexure 5: Particulars of the contracts adopted by the Allottee.

S.No.	Contract ID	Contract details	Start Date	Contract Value (Rs. Inclusive of taxes)	Payment made up to 31Dec 14	Payment made (Jan- 31st March 15)	Remarks
1	OPGC/515	Construction of R&R Colony at Sukhbandh (awarded to M/S BALAJI)	01-04-2014	58,60,22,465	12,27,46,271.00	78,07,444.00	Ongoing
2	OPGC/780	Construction of Transit Guest House & Temporary Mine Office at Hemgir (awarded to M/S BDL)	05-04-2014	8,10,00,282	1,22,48,197.00	1,87,51,057.00	Ongoing
3	OPGC/3162	Consultancy services for R&R colony (M/s Architect Studio)		82,10,072	78,41,134.00	Nil	Ongoing
4	OPGC/402	Consultancy services for TMO & TGH (M/S Architect studio)		6,50,000	3,65,170.00	Nil	Ongoing
5	OPGC/2172	Owners Engineer for Mines (awarded to M/S Norwest, USA)	21-07-2014	58,87,768	nil	48,22,444.00	Ongoing
6	OPGC/2405	Third Party Consultant for QA, QC and QS of R&R Colony , TGH & TMO (M/S Wadia)		30,33,720	nil	10,21,521.00	Ongoing
7	MOC/56	Hiring of vehicles for Mines		1,20,00,000	77,60,000.00	41,85,000.00	Ongoing
8	OPGC/775	Consultancy services for preparation of DPR and design of CHP (M/S DCPL,Kolkata)	04-03-2014	21,50,000	16,91,018.00		Ongoing
9	OPGC/3032	Providing Industrial training and managing Industrial Training centre at Hemgir	10-09-2014	19,55,064	8,41,976	2,49,639.00	Ongoing
10	OPGC/2445	Consultancy Services for selection of Mines Operator for Manoharpur coal block (M/S PWC)	08-08-2014	18,44,951	nil	nil	Ongoing
11	OPGC/1658	Facility Management services for Guest house and office canteen at Hemgir	01-06-2014	5,98,608	3,97,570.00	1,67,886.00	Ongoing
12	MOC/56	Lease agreement for office space at Hemgir	01-04-2014	4,18,000	2,80,991.00	1,38,746.00	Ongoing
13	OPGC/213	Conducting Socio Economic & Scio Cultural Study in Village Ghumudasan and Dulanga	18-01-2014	4,44,946	4,44,946.00		Ongoing
14	MOC/56	Lease agreement for office apace and transit guest house at Jharsuguda	21-10-2014	3,85,000	2,87,001.00	1,18,474.00	Ongoing
15	OPGC/FM	Facility management services at Transit guest house at JSG (M/S J.N.SHARMA)	21-10-2014	5,98,608	3,97,570.00	1,90,491.00	Ongoing
16	OPGC/212	Deployment of attendants at site office at R & R Colony at Sukhbandha		2,76,120	2,27,525.00	88,482.00	Ongoing
17	OPGC/212	Electrification work work at ITC,Himgir		2,22,988.00	nil	nil	Ongoing

S.No.	Contract ID	Contract details	Start Date	Contract Value (Rs. Inclusive of taxes)	Payment made up to 31Dec 14	Payment made (Jan-31st March 15)	Remarks
18	OPGC/1845	Preparation of Forest Diversion Proposal for 220 KV transmission line	11-03-2013	2,24,720.00	nil	nil	Ongoing
19	OPGC/657	Appointment of consultant for diversion of Durubhaga-Kanakapura (PMGSY) road	25-02-2014	5,67,418.00	nil	nil	Ongoing
20	OPGC/2174	Appointment of consultant for diversion of Garia Nalla	22-07-2014	15,69,584.00	nil	nil	Ongoing
21	OPGC/777	Mine DPR by Geoenvironment, BBSR	04-03-2014	53,37,100.00	10,30,869.00	28,82,039.00	Ongoing
22	OPGC/1921	Supply and installation of various equipments and Machinery for ITC, Hemgir	24-07-2013	13,25,000.00	11,92,500.00	1,32,500.00	Ongoing
23	OPGC/3120	Construction of 11KV transmission line & substation for R&R Colony at Himgir	18-10-2014	30,43,106.00	nil	30,43,106.00	Ongoing
24	OPGC/660	Consultancy services and survey work for 400KV PGCIL line diversion	14-03-2013	8,92,701.00	nil	8,92,701.00	Ongoing
25	OPGC/1332W/E dt 23.05.2009	LOA for appointment of for obtaining forest clearance of Dip Side of Manoharpur & forest diversion of Manoharpur Coal Block and MGR system in Sundargarh & Jharsuguda District.	23-05-2009	77,30,368.00	45,66,934.00	nil	Ongoing
26	OPGC/2513W/E 08.11.2011	Flora & Fauna study (Utkal university)	08-11-2011	5,00,000.00	4,80,000.00	20,000.00	Ongoing
27	OPGC/CHP/1	Geotechnical investigation in CHP area		30,00,000.00			Ongoing
28	OPGC/958	Electrical installation work at ITC, Himgir	22-04-2013	5,03,462.00	5,03,462.00	4,44,91,530.00	Ongoing
		TOTAL		73,03,92,051	16,33,03,134	8,90,03,060	



Through E-mail/Speed Post

F.No. 103/25/2015/NA
Government of India
Ministry of Coal
Office of Nominated Authority

World Trade Tower, New Delhi
Dated: the 18th December, 2015

To,

✓ The General Manager (Mines),
M/s. Odisha Coal and Power Limited,
Plot No. N-3/135, IRC Village,
Nayapalli, Bhubaneswar,
Odisha-751015.

Subject: Amendment of particulars of land and inclusion of some left out Licenses/Permits in the Allotment Order for Manoharpur & Dipside Manoharpur coal mine.

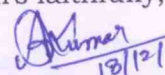
Sir,

I am directed to refer to your letter No. OCPL/150 dated 04.09.2015 on the abovementioned subject and to state that details of land have been incorporated in the Allotment Order based on the information/documents provided by the prior allocattees, i.e. Odisha Power Generation Corporation Ltd. It was the responsibility of the prior allottee to provide all necessary information in time for such inclusion.

2. You are therefore, requested to furnish the details of each part of land alongwith sale deeds to this office for further necessary action at this end.

3. As regards inclusion of various licenses/permits, the Corrigendum No. 1 to the Allotment Order dated 31.08.2015, after incorporating necessary licenses/permits, is enclosed herewith for further necessary action at your end.

Yours faithfully,


[Ajay Kumar]
Section Officer

Government of India
Ministry of Coal
O/o the Nominated Authority

World Trade Tower, New Delhi

**Corrigendum No. 1 dated 10.12.2015 to the Allotment Order No.
103/25/2015/NA dated 31.08.2015**

In re: **Manoharpur & Dip-side Manoharpur coal mine** (the "mine")

Order no.: 103/25/2015/NA

Date: 31.08.2015

In favour of: **Odisha Coal and Power Limited** incorporated in India under the Companies Act, 2013 with corporate identity number U10100OR2015SGCO18623, whose registered office is at Plot No. N-3/135, IRC Village, Nayapalli, Bhubaneswar, Odisha-751015, India (the "Allottee")

WHEREAS, the nominated authority has, in accordance with provisions of the Coal Mines (Special Provisions) Act, 2015 (the "Act") and the Coal Mines (Special Provisions) Rules 2014 (the "Rules") conducted the allotment of the relevant Schedule I coal mines;

AND WHEREAS M/s. Odisha Coal and Power Limited vide letters No. OCPL/150 dated 04.09.2015 & OCPL/269 dated 03.10.2015 has requested that some clearances/approval, in addition to those mentioned in Allotment Order, accorded earlier in favour of OPGC may be transferred and vested in favour of OCPL.

AND WHEREAS considering the said request by M/s. OCPL it is observed that as per the Act the Successful Allottee is entitled to the transfer of all previous clearances.

NOW, THEREFORE, following corrigendum to the Allotment Order is issued:-

In Annexure 2, Sl. No. 1 (c) is inserted in the following manner:-

Sl.No.	Statutory Clearance	Ministry/Agency	Letter No.	Date
1 (c)	Previous Approval for Prospecting License in respect to Manoharpur & Dip-side Manoharpur	Ministry of Coal	13016/29/2009-CA-I	13.08.2009

In Annexure 3, Sl. No. 5 is inserted in the following manner:-

Sl.NO.	Statutory Clearance	Ministry/Agency	Letter No.	Date
5.	Mineral Prospecting of Dip-side Manoharpur coal block (Environment Clearance)	Ministry of Environment and Forest	J-11015/138/2008-IA.II (M)	23.04.2008

In Annexure 4, Sl.No.12 & 13 is inserted in the following manner:-

Sl.NO.	Statutory Clearance	Ministry/Agency	Letter No.	Date
12.	Environment Clearance of R & R Colony	State Environment Impact Assessment Authority (SEIAA), Odisha	383/SEIAA	17.02.2014
13.	No Objection Certificate under the Explosive Rule, 2008 to use explosive in Manoharpur coal block	Collector & District Magistrate, Sundergarh	716/ Judicial	23.03.2015

Vivek Bharadwaj
(Vivek Bharadwaj)
Nominated Authority

Government of India
Ministry of Coal
O/o the Nominated Authority



World Trade Tower, New Delhi

Corrigendum No. 1 to the Allotment order no. 103/25/2015/NA dated 31st Aug 2015

In re: **Manoharpur and Dipside Manoharpur Coal Mine (the "mine")**

Date: March 1st, 2016

In favour of: **Odisha Coal and Power Limited** incorporated in India under the Companies Act, 2013 with corporate identity number U10100OR2015SGC018623, whose registered office is at N-3/135, IRC Village, Nayapalli, Bhubaneswar, Odisha-751015, India (the "Allottee")

WHEREAS, The Nominated Authority has, in accordance with provisions of the Coal Mines (Special Provisions) Act, 2015 (the "Act") and the Coal Mines (Special Provisions) Rules 2014 (the "Rules") issued Allotment order No. 103/25/2015/NA dated 31st August 2015.

AND WHEREAS M/s Odisha Coal and Power Limited(OCPL) has requested for amendment in the Annexure-I of Manoharpur and Dipside Manoharpur Coal Mine for excluding the MGR System/Land.

AND WHEREAS M/s OCPL & M/s OPGC(Prior Allottee) have agreed that the MGR system and MGR land will continue to be with OPGC.

AND WHEREAS MGR system is not a part of the Mine Infrastructure, as defined in Section 3(1)(j) of the Coal Mines (Special Provisions) Act, 2015.

AND WHEREAS considering such request the matter was examined and it was felt necessary to modify the Land details in the Allotment order excluding the MGR System/Land.

NOW THEREFORE, following corrigendum to the Allotment order is issued:

1. In Annexure 1 of the Allotment order, Part B & C are hereby modified as follows.

Annexure 1: Particulars of the mine

Part B – Description of Land in relation to the mine

Type of Land: Freehold Land for Mining as per Mining Lease

Nil

Cont.....2

Type of Land: Leasehold Land for Mining as per Mining Lease

Nature	Area (Hectares)
Government Land	208.357
Private Land	251.412
Forest Land	As per Annexure 3

Type of Land: Leasehold Land - Any other land for mine infrastructure as defined in section 3(1) (i) of the Act

Nature	Area (Hectares)
Government Land	145.516
Private Land	172.125
Forest Land	As per Annexure 3

Part C – Description of Mine Infrastructure in relation to the mine

C1- Mine Infrastructure: Immovable Assets

Nil

C2- Mine Infrastructure: Land for Compensatory Afforestation

Type of Land: Freehold Land for Compensatory Afforestation

Nil

Type of Land: Leasehold Land for Compensatory Afforestation

Nature	Area (Hectares)
Government Land	276.655
Private Land	-
Forest Land	-

C3- Mine Infrastructure: Resettlement and Rehabilitation Land

Type of Land: Resettlement and Rehabilitation Freehold Land

Nature	Area (Hectares)
Government Land	72.83
Private Land	-
Forest Land	-

Vivek Bharadwaj
(Vivek Bharadwaj) 1/3/16
Nominated Authority

201

Government of India
Ministry of Coal
O/o the Nominated Authority

World Trade Tower, New Delhi

Corrigendum No. 2 to the Allotment order no. 103/25/2015/NA dated 31st Aug 2015

In re: **Manoharpur and Dipside Manoharpur Coal Mine** (the "mine")

Date: March 22nd, 2016

In favour of: **Odisha Coal and Power Limited** incorporated in India under the Companies Act, 2013 with corporate identity number U10100OR2015SGC018623, whose registered office is at N-3/135, IRC Village, Nayapalli, Bhubaneswar, Odisha-751015, India (the "Allottee")

WHEREAS, The Nominated Authority has, in accordance with provisions of the Coal Mines (Special Provisions) Act, 2015 (the "Act") and the Coal Mines (Special Provisions) Rules 2014 (the "Rules") issued Allotment order No. 103/25/2015/NA dated 31st August 2015.

AND WHEREAS M/s Odisha Coal and Power Limited, based on the recommendation made by M/s CMPDIL, has requested for amendment in the Annexure-I of the Allotment Order of Manoharpur and Dipside Manoharpur Coal Mine in respect of the boundary Coordinates (as per WGS-84 system) including the Coordinates of Dipside Manoharpur coal block.

AND WHEREAS considering such request the matter was examined and it was felt necessary to modify the boundary Coordinates in the Allotment order.

NOW THEREFORE, following corrigendum to the Allotment order is issued:

2. In Annexure 1 of the Allotment order, Part A is hereby modified as follows.

Annexure 1: Particulars of the mine

Part A – Description of the mine

Name of Coal Mine	Manoharpur and Dipside Manoharpur
Latitude	21°55'52.168" N & 21°58'13.2" N
Longitude	83°44'41.287" E & 83°47'46.911" E

dc

Vivek Bharadwaj
(Vivek Bharadwaj)
Nominated Authority

No. 103/25/2015/NA
Government of India
Ministry of Coal

120, F Wing, First Floor, Shastri Bahawan
New Delhi, Dated: 9th Feb, 2018

To,
The Chairman,
Odisha Coal and Power Limited,
Zone-A, Ground Floor, Fortune Towers,
Chandrasekharpur, Bhubaneswar, Odisha

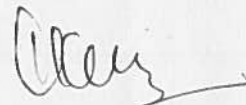
**Subject: Corrigendum No. 04 to the Allotment Order dated 31st Aug 2015 in
respect of Manoharpur & Dipside Manoharpur coal mine.**

Sir,

I am directed to refer to the subject mentioned above and to forward herewith Corrigendum No. 04 dated 09th Feb 2018 (in original) to the Allotment order No. 103/25/2015/NA dated 31st Aug 2015 in respect of Manoharpur & Dipside Manoharpur coal mine.

Encl: As above

Yours Faithfully



(N.K. Singh)

Dy. Secretary to the Govt. of India

Copy along with enclosure for information to:

1. Coal Controller, Coal Controller Organization, Kolkata, West Bengal
2. CMD, CMPDIL
3. US(CBA-II), Ministry of Coal

**Government of India
Ministry of Coal
O/o the Nominated Authority**

F Wing, First Floor, Shastri Bahawan, New Delhi,

**Corrigendum No. 4 to the Allotment order no. 103/25/2015/NA dated
31st Aug 2015**

In re: **Manoharpur and Dipside Manoharpur Coal Mine** (the "mine")

Date: Feb 9, 2018

In favour of: **Odisha Coal and Power Limited** incorporated in India under the Companies Act, 2013 with corporate identity number U10100OR2015SGC018623, whose registered office is at Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar, India (the "Allottee")

WHEREAS, The Nominated Authority has, in accordance with provisions of the Coal Mines (Special Provisions) Act, 2015 (the "Act") and the Coal Mines (Special Provisions) Rules 2014 (the "Rules") issued Allotment order No. 103/25/2015/NA dated 31st August 2015.

WHEREAS M/s. CMPDIL has informed that that while certifying the Geographical Coordinates for preparation of Mine Plan in respect of said coal mine, it has been found that the Geological Boundary of Manoharpur coal block is not in accordance with the geographical bounding co-ordinates vested vide Allotment order.

AND WHEREAS considering such request the matter was examined and it was felt necessary to modify the Land Co-ordinates in the Allotment order.


NOW THEREFORE, following corrigendum to the Allotment order is issued:

1. In Annexure 1 of the Allotment order, Part A is hereby modified as follows.

Annexure 1: Particulars of the mine

Part A – Description of the mine

Name of Coal Mine	Manoharpur and Dipside Manoharpur
Latitude	Manoharpur: 21°55'52.168" N to 21°58'16.871" N
Longitude	Manoharpur: 83°44'41.287" E to 83°47'42.750" E
Coalfield	Ib Valley
Villages	Manoharpur, Ghumundasan
Tehsil/Taluka	Hemgiri
District	Sundergarh
State	Odisha


(N.K. Sudhansu)
Nominated Authority

Minutes of Project Approval Committee (PAC) Meeting under the Chairmanship of the Chief Secretary, Govt. of Odisha on 30.05.2024 at 10.30 A.M. in the Conference Hall of the Chief Secretary, Lok Seva Bhawan for consideration of Detailed Project Report (DPR) of Manoharpur and Dip-Side Manoharpur Integrated Coal Mine for 16.0 Million Tonnes per Annum Peak Rated Capacity (PRC).

The list of participants is attached at **Annexure-A**.

At the outset, Principal Secretary, Energy welcomed the PAC Committee Members and apprised that Manoharpur & Dip-side of Manoharpur Coal Blocks in the district of Sundargarh are two coal blocks allotted to OCPL with Specified End Use Plants at OPGC (4 x 660 MW) (Units 3,4,5 & 6).Manoharpur Coal Block was operationalized in FY 2019-20 for 8.0 Million Te Per Annum Peak Rated Capacity. Entire coal requirement of Unit 3 & 4 (2 x 660 MW) of OPGC is being sourced from Manoharpur Coal Mines since June,2021 and the surplus coal is being sold through e-auction mode commensurate with Govt.of India guidelines.

He mentioned that PAC earlier on 16-12-2021 had approved for Rs 2374 Crs investment in Manoharpur Coal Mine for 8.0 Million Te per Annum Peak Rated Capacity. Meanwhile Ministry of Coal, Govt.of India has directed both the coal blocks to be integrated into one single mine of 16.0 Million Te per Annum PRC because of the geological configuration of the coal deposit.

Director & CEO apprised that Manoharpur Mine reached 8.0 Million Tonne PRC in FY 2022-23 adhering to the milestone stipulated under coal block allotment agreement with Govt.of India. The CoD of the Mine was accomplished ahead of scheduled on dated 30.09. 2021.The mine subsequently has registered cumulative net profit (PAT) of Rs. 1162.25 Crores so far. The Integrated Mine has a life span of 41 years with Mineable Reserves of 628.06 Million Te at an average Strip Ratio of 2.74 Cum per te.

He also stated that CMPDIL has prepared the DPR of the Integrated Coal Mines and MoEF & CC Govt.of India has accorded Environmental Clearance to the Project in February,24 for 16 Million Te Per Annum Peak Rated Capacity. Rs. 1784 Crores has been utilized in Mine Development and Operation against the existing PAC approval of Rs 2374 Crs so far. OCPL since July,2021 has been able to meet its entire capex requirement from its internal accruals, largely arising out of commercial sale of surplus coal.

Director & CEO further apprised that integration of both the coal Blocks and mine working in accordance with approved mine plan, has enabled enhancement of mineable coal reserves from 166.07 to 664.239 Million Te and the estimated Internal Rate of Return (IRR) is getting increased from 11% to 18% per annum on the proposed investment.

It was noted that Govt. of India milestones under Coal block Allotment Agreement,2015 for reaching 16 MTPA PRC by FY 2025-26 is mandatory apart from syncing with specified end use plants.

After detailed deliberation PAC approved DPR of Manoharpur and Dip-Side Manoharpur Coal Mines, prepared by CMPDIL for 16.0 Million Te Per Annum Peak Rated Capacity at an Capex of Rs 3098 Crs. This includes additional capex requirement of Rs 724.21 Crores over the previous PAC approval of Rs 2374 Crs for 8.0 Million Te mine.

PAC also approved for Term Loan arrangement by OCPL with financial institutions at 75 : 25 Debt Equity Ratio for investment in the Integrated Coal Mine. Equity infusion for availing Term Loan shall entirely be made by the major Shareholder, OPGC. However, PAC advised OCPL to meet its upcoming capex requirement from internal accruals, to the admissible extent, in consultation with the Board of OCPL.

PAC authorised OCPL Board to do all such acts, deeds and things as may be considered necessary to give effect to coal production, coal dispatch, project execution and associated business arrangements with regard to Manoharpur and Dip-Side Manoharpur Integrated Coal Mines of OCPL.

The meeting ended with vote of thanks to the Chair and all the members of PAC.

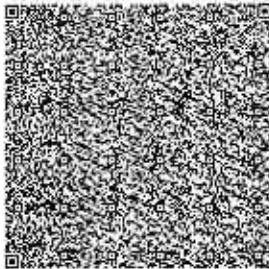

Chief Secretary



सत्यमेव जयते

INDIA NON JUDICIAL**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No.	: IN-DL85956932076066N
Certificate Issued Date	: 30-Mar-2015 10:56 AM
Account Reference	: IMPACC (IV)/ dl712203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71220368788415911881N
Purchased by	: KSHIROD CHANDRA BRAHMA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: THE PRESIDENT OF INDIA
Second Party	: ODISHA COAL AND POWER LTD
Stamp Duty Paid By	: ODISHA COAL AND POWER LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

**THE ALLOTMENT AGREEMENT BY AND BETWEEN THE PRESIDENT OF INDIA
AND ODISHA COAL AND POWER LIMITED IN RESPECT OF
MANOHARPUR AND DIPSIDE MANOHARPUR COAL MINE**

This Stamp-paper forms an integral part of this deed of Allotment Agreement.



Page 1 of 56

CONTENTS

PARTIES:	5
BACKGROUND:	5
1. DEFINITIONS AND INTERPRETATION	6
1.1. Definitions	6
1.2. Interpretation	10
2. ALLOCATION OF THE COAL MINE	11
3. CONDITIONS FOR ALLOTMENT	12
4. THE ALLOTMENT ORDER	13
5. POST ALLOTMENT OBLIGATIONS	14
5.1. Commencement Plan	14
5.2. Payment of the Upfront Amount	14
5.2.1. <i>First Instalment of fifty per cent</i>	14
5.2.2. <i>Second Instalment of twenty five per cent</i>	15
5.2.3. <i>Third Instalment of twenty five per cent</i>	15
5.2.4. <i>Failure to pay the Upfront Amount</i>	15
5.3. The Mining Lease	15
6. PERFORMANCE SECURITY AND APPROPRIATION	16
6.1. Performance Security	16
6.2. Events for appropriation of the Performance Security	16
6.3. Manner of appropriation of the Performance Security	17
7. INFORMATION	19
8. UTILISATION OF COAL	21
8.1. Utilisation of Coal in the Specified End Use Plant	21
8.2. Middling or washery rejects	21
8.3. Arrangements for optimal utilisation	21
8.4. Utilisation in any other plant of the Allottee	22
8.5. Sale to CIL	23
9. MONTHLY PAYMENTS AND ESCALATION	23
9.1. Monthly Payment	23
9.2. Escalation	23



10.	EFFICIENCY PARAMETERS	24
11.	GENERAL RIGHTS AND OBLIGATIONS	24
11.1.	Limited Mining Rights	24
11.2.	Authorisations	24
11.3.	Geological and Archaeological Finds	24
11.4.	Health, Safety, Welfare, Social Security and Minimum Wages	25
12.	CONTRACTORS AND SUB-CONTRACTORS	26
13.	CHANGE IN CONTROL AND TRANSFER.....	27
13.1.	Change in Control of the Allottee	27
13.2.	Change in Control in case of a joint venture	27
13.3.	Consequences of default	27
14.	MINE PLAN	28
15.	MINE CLOSURE	28
16.	COMPLIANCE AND RECORD KEEPING	28
17.	REPRESENTATIONS AND WARRANTIES.....	29
18.	INDEMNITIES.....	29
19.	ASSIGNMENT, SECURITY FOR FINANCING.....	30
19.1.	Prohibition on Assignment.....	30
19.2.	Assignment Conditions.....	31
19.3.	Security for financing, enforcement Event	31
20.	INSURANCE	33
21.	ACCOUNTS AND AUDIT.....	33
21.1.	Audited Accounts.....	33
21.2.	Appointment of Auditors.....	33
21.3.	Certification of claims by Statutory Auditors.....	33
22.	GOVERNMENT INSPECTION	33
23.	EVENT OF FORCE MAJEURE.....	34
24.	EFFECTIVE DATE, TERM AND TERMINATION.....	35
24.1.	Effective Date.....	35
24.2.	Term.....	35
24.3.	Termination	35



24.4.	Retention of Books and Records	37
25.	GOVERNING LAW AND DISPUTE RESOLUTION	37
26.	MISCELLANEOUS	38
26.1.	Time of Essence	38
26.2.	Publicity	38
26.3.	Severability	38
26.4.	Costs and Expenses	39
26.5.	Further Assurance	39
26.6.	Legal And Prior Rights	39
26.7.	Waiver	39
26.8.	Amendments	40
26.9.	Counterparts	40
26.10.	No Agency or partnership	40
26.11.	Notices	40
26.12.	Entire Agreement	41
26.13.	Specific Performance of Obligations	41
26.14.	Power of the Central Government	41
	SCHEDULE A - PARTICULARS OF THE COAL MINE	42
	SCHEDULE B - PARTICULARS OF THE SPECIFIED END USE PLANT	43
	SCHEDULE C - FORMAT OF INTIMATION TO THE NOMINATED AUTHORITY	44
	SCHEDULE D - FORMAT OF THE COMPLETION NOTICE	46
	SCHEDULE E - EFFICIENCY PARAMETERS	47
	SCHEDULE F - FORMAT OF PERFORMANCE SECURITY	48
	SCHEDULE G - WARRANTIES	52
	SCHEDULE H - ADDRESS FOR PROVIDING NOTICES	55
	Signatories	56



This Allotment Agreement is made by and between following:

PARTIES:

- 1 **The President of India**, acting through the Central Government represented by the Nominated Authority appointed under Section 6 of the Coal Mines (Special Provisions) Ordinance, 2014) read with Coal Mines (Special Provisions) Second Ordinance, 2014 (the "**Nominated Authority**").
- 2 **Odisha Coal and Power Limited** incorporated in India under the Companies Act, 2013 with corporate identity number U10100OR2015SGC018623, whose registered office is at Plot No. N-3/135, IRC Village, Nayapalli, Bhubaneswar, Odisha - 751015, India (the "**Allottee**").

BACKGROUND:

- A. The Supreme Court of India through its judgment dated August 25, 2014 read with its order dated September 24, 2014 (collectively the "**Supreme Court Judgment**") had cancelled allotment of 204 coal blocks.
- B. Subsequent to the Supreme Court Judgment, the Coal Mines (Special Provisions) Ordinance, 2014 read with Coal Mines (Special Provisions) Second Ordinance, 2014 (collectively the "**Ordinance**") were promulgated and the Coal Mines (Special Provisions) Rules, 2014 (the "**Rules**") were framed for auction and allotment of all blocks which were subject to cancellation pursuant to the Supreme Court Judgment.
- C. The Coal Mine (*as defined in Clause 1.1.18*) was included in the list of such 204 coal blocks and accordingly, its allotment to the Prior Allottee (*as defined in Clause 1.1.40*) was cancelled pursuant to the Supreme Court Judgment, with effect from the 'appointed date' (as defined in the Ordinance).
- D. 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. In such order, generation of power was the "**Specified End Use**" with respect to the Coal Mine.
- E. Pursuant to an allotment process conducted in accordance with the Ordinance, the Rules, the Allotment Document, dated February 18, 2015 and receipt of a direction from the Central Government under Rule 11(9) of the Rules, the Allottee has become entitled to enter into an agreement with the Nominated Authority pursuant to Rule 13(5) of the Rules with respect to allocation of the Coal Mine to the Allottee for use in the Specified End Use Plant (*as defined in Clause 1.1.45*).
- F. Accordingly, the Nominated Authority and the Allottee are entering into this Agreement



with respect to matters related to allocation of the Coal Mine, including without limitation development of the Coal Mine and production and utilisation of coal from the Coal Mine.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1. Definitions

- 1.1.1. **"Acceptable Bank"** shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934 excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks.
- 1.1.2. **"Agreement"** means this Allotment Agreement and all attached annexure, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement.
- 1.1.3. **"Agreement Date"** shall mean the date on which execution of this Agreement by both the Allottee and the Nominated Authority is completed.
- 1.1.4. **"Allotment Conditions"** shall have the meaning given to such expression in Clause 3.1.
- 1.1.5. **"Allotment Date"** shall have the meaning given to such expression in Clause 4.3.
- 1.1.6. **"Allotment Document"** shall have the meaning given to it under the Rules and shall include the Allotment Document dated February 18, 2015 for allotment of the Coal Mine.
- 1.1.7. **"Allotment Order"** shall have the meaning given to such expression in the Ordinance and the Rules.
- 1.1.8. **"Applicable Law"** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or court or other law, rule or regulation approval from the relevant Governmental Authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 1.1.9. **"Appropriation Event"** shall have the meaning given to such expression in Clause 6.2.1.



- 1.1.10. "**Arrangement**" shall have the meaning given to such expression in Clause 8.3.1.
- 1.1.11. "**Arrangement Application**" shall have the meaning given to such expression in Clause 8.3.1.
- 1.1.12. "**Authorised Representative**" shall have the meaning given to such expression in Clause 4.4.
- 1.1.13. "**Business Day**" shall mean a day which is not a Saturday, Sunday or any other day declared as a public holiday by the Central Government.
- 1.1.14. "**Central Government**" shall mean the Government of India, acting through the Ministry of Coal.
- 1.1.15. "**CIL**" shall mean Coal India Limited (a Government of India undertaking).
- 1.1.16. "**CIL Notified Price**" shall mean the prevailing notified price of relevant grade(s) of coal by CIL or any of its subsidiaries, as may be territorially relevant to the Coal Mine, as on the date of sale of coal.
- 1.1.17. "**Claim**" shall have the meaning given to such expression in Clause 18.3.
- 1.1.18. "**Coal Mine**" shall mean the coal mine as more particularly described in SCHEDULE A.
- 1.1.19. "**Companies Act**" means the Companies Act, 1956 or the Companies Act, 2013, as applicable, as now enacted or as the same may from time to time be amended, re-enacted or replaced.
- 1.1.20. "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- 1.1.21. "**Commencement Plan**" shall have the meaning given to such expression in Clause 5.1.
- 1.1.22. "**Designated Bank Account**" shall mean the following bank account of the Nominated Authority:
- Name of the bank: State Bank of India
Account number: 34823879210
Name of the account holder: Nominated Authority, Account -II (Allotment), Ministry of Coal, Government of India
IFSC Code: SBIN0003771
- 1.1.23. "**Diversion Notice**" shall have the meaning given to such expression in Clause 8.4.1.



- 1.1.24. **"Efficiency Parameters"** shall have the meaning given to such expression in Clause 10.1.
- 1.1.25. **"Eligibility Conditions"** shall mean the eligibility conditions specified in the Ordinance and the Rules including all the eligibility conditions listed in Clause 3.2 of the Allotment Document.
- 1.1.26. **"Encumbrances"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.
- 1.1.27. **"Governmental Approval"** means any authorization, approval, consent, licence or permit required from any Governmental Authority.
- 1.1.28. **"Governmental Authority"** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- 1.1.29. **"Event of Force Majeure"** shall have the meaning given to such expression in Clause 23.1.
- 1.1.30. **"Good Industry Practice"** means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances.
- 1.1.31. **"Indemnified Party"** shall have the meaning given to such expression in Clause 18.1.
- 1.1.32. **"Mine Plan"** shall mean a plan which has been approved in accordance with the Applicable Laws in relation to the Coal Mine.
- 1.1.33. **"Mining Lease"** shall have the meaning given to such expression in Clause 5.3.1.
- 1.1.34. **"Monthly Payment"** shall have the meaning given to such expression in Clause 9.1.1.
- 1.1.35. **"Ordinance"** shall have the meaning given to such expression in Clause B of the



Background.

- 1.1.36. **"Other Plants"** shall have the meaning given to such expression in Clause 8.4.1.
- 1.1.37. **"Parties"** means and refers to the Nominated Authority and the Allottee collectively and **"Party"** refers to any one of them.
- 1.1.38. **"Performance Security"** shall have the meaning given to such expression in Clause 6.1.1.
- 1.1.39. **"Person"** means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization.
- 1.1.40. **"Prior Allottee"** shall have the meaning given to it in the Ordinance and for the purposes of the Coal Mine, the Prior Allottee shall be Odisha Power Generation Corporation incorporated in India under the Companies Act with corporate identity number U40104OR1984SGC001429, whose registered office is at Zone-A, 7TH Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar, Odisha -751023, India.
- 1.1.41. **"Reference Index"** shall have the meaning given to such expression in Clause 9.2.1.
- 1.1.42. **"Reserve Price"** shall mean INR 100/Tonne (Indian Rupees One hundred/Tonne).
- 1.1.43. **"Rules"** shall have the meaning given to such expression in Clause B of the Background.
- 1.1.44. **"Selectee"** shall have the meaning given to such expression in Clause 19.3.3(b).
- 1.1.45. **"Specified End Use Plant"** shall mean the plant engaged in generation of power situated at Banharipali, Jharsuguda, Odisha, India, as prescribed for the Coal Mine under Rule 8(2) of the Rules, as more particularly described in SCHEDULE B.
- 1.1.46. **"State Government"** shall mean the Government of the state where the Coal Mine is located.
- 1.1.47. **"Substitution Notice"** shall have the meaning given to such expression in Clause 19.3.3(b).
- 1.1.48. **"Supreme Court Judgment"** shall have the meaning given to such expression in Clause A of the Background.
- 1.1.49. **"Taxation"** (including with correlative meaning, the terms **"Tax"** and **"Taxes"**) means (a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Governmental Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added,



withholding, payroll, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; (b) any liability for the payment of any taxes, assessments and other charges, duties, impositions and similar liabilities by the Allottee as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any taxes, assessments and other charges, duties, impositions and similar liabilities for the payment of any amounts by the Allottee as a result of any express obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement with any other Person with respect to such amounts and including any liability for Taxes of a predecessor entity.

1.1.50. **"Third Party"** means any Person that is not a signatory to this Agreement.

1.1.51. **"Term"** shall have the meaning given to such expression in Clause 24.2.

1.1.52. **"Termination Event"** shall have the meaning given to such expression in Clause 24.3.1.

1.1.53. **"Upfront Amount"** shall mean an amount equal to INR 62,11,63,090 (Indian Rupees Sixty Two Crore Eleven Lakh Sixty Three Thousand and Ninety) payable by the Allottee in terms of Clause 5.2.

1.1.54. **"Warranties"** shall have the meaning given to such expression in Clause 17.1.

1.2. Interpretation

1.2.1. Any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement prior to the Agreement Date and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.2. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.2.3. References to the masculine, the feminine and the neuter shall include each other.

1.2.4. References to a **"company"** shall include a company, corporation or other body



corporate, wherever and however incorporated or established.

- 1.2.5. The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.
- 1.2.6. A reference to **this Agreement** or **any other document** shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.
- 1.2.7. A reference to **this Clause** shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.
- 1.2.8. A reference to a **party** shall include that party's representatives, successors and permitted assigns.
- 1.2.9. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.
- 1.2.10. Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement.
- 1.2.11. A reference to "**in writing**" includes any communication made by letter or fax **but not e-mail** (unless otherwise expressly provided in this Agreement).
- 1.2.12. Unless otherwise specified, any reference to a time of day is to Indian Standard Time.
- 1.2.13. Any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.14. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.2.15. References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.2.16. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. ALLOCATION OF THE COAL MINE

- 2.1. The Allottee hereby represents and warrants to the Nominated Authority that it has



complied with all the terms and conditions of the Ordinance, the Rules, the Allotment Document and other Applicable Laws, as were required to be complied with by the Allottee, with respect to allotment process for the Coal Mine and the Allottee is eligible in all respects to receive allocation of the Coal Mine. The Allottee also represents and warrants to the Nominated Authority that it is in compliance with all the Eligibility Conditions and would continue to be in compliance with all the Eligibility Conditions during the Term.

- 2.2. Relying on the representations and warranties of the Allottee and the information, documents and other undertaking provided by the Allottee, including the Warranties provided under Clause 17, the Nominated Authority is pleased to enter into this Agreement with the Allottee for allocation of the Coal Mine to the Allottee subject to terms and conditions specified in this Agreement.

3. CONDITIONS FOR ALLOTMENT

3.1. Allotment Conditions

The issuance of the Allotment Order in favour of the Allottee shall be subject to satisfaction of the following conditions (collectively the “Allotment Conditions”):

- (a) the Allottee continuing to be in compliance with all the Eligibility Conditions;
- (b) the Allottee having paid the first instalment of the Upfront Amount, in accordance with Clause 5.2.1;
- (c) the Allottee having furnished the Performance Security;
- (d) the Allottee having deposited an amount equal to INR 0 (Indian Rupees Zero), being the Fixed Amount, in the Designated Bank Account;
- (e) only in the event that the Allottee is a Prior Allottee for the Coal Mine or any other Schedule I coal mine (as defined in the Ordinance), the Allottee having paid the Additional Levy within the due date for payment of such Additional Levy as specified in Rule 18 of the Rules; and
- (f) The Allottee having provided a written intimation to the Nominated Authority in substantially the same form as provided in SCHEDULE C regarding: (i) the movable property which the Allottee has not negotiated to own or utilise and which it intends to move and store under Section 10(4) of the Ordinance; (ii) the contracts which the Allottee is desirous of adopting under Section 11(1) of the Ordinance, including contracts with secured creditors; and matters incidental thereto.



3.2. Completion of Allotment Conditions and Notice

- 3.2.1. Upon satisfaction of each of the Allotment Conditions specified in Clause 3.1, the Allottee shall provide a written notice to the Nominated Authority in substantially the same format as provided in SCHEDULE D (the “**Completion Notice**”)
- 3.2.2. In the event the Allottee does not provide a Completion Notice with respect to each of the Allotment Conditions listed in Clauses 3.1(a); 3.1(b); 3.1(c); 3.1(d); 3.1(e)(in cases where the Allottee is a Prior Allottee for the Coal Mine or any other Schedule I coal mine (as defined in the Ordinance)) and Clause 3.1(f), within 30 Days of the Agreement Date, then the Nominated Authority may terminate this Agreement without incurring any liability whatsoever by providing a written notice to the Allottee. It is clarified that in such event the Allottee shall not be entitled to receive the Allotment Order and the Nominated Authority shall be entitled to dispose the Coal Mine in the manner provided in the Ordinance and the Rules, including through re-auction/re-allotment or through appointment of a designated custodian.
- 3.2.3. If the Allottee does not provide a Completion Notice with respect to 3.1(f) and fails to provide a written intimation in substantially the same form as provided in SCHEDULE C within 30 Days of the Agreement Date, then it shall be deemed that the Allottee is not desirous of owning or utilising any movable property or continuing any contract. In such cases, without prejudice to Clause 3.2.2, the Nominated Authority may elect to issue the Allotment Order without including aforementioned particulars in the Allotment Order; if all other Allotment Conditions have been satisfied by the Allottee and corresponding Completion Notice have been provided to the Nominated Authority.

4. THE ALLOTMENT ORDER

- 4.1. Upon receipt of the Completion Notice evidencing compliance with each of the applicable Allotment Conditions, the Nominated Authority may issue the Allotment Order, subject to the Ordinance, the Rules, the Allotment Document and other Applicable Laws, in the manner provided in this Clause 4.
- 4.2. The Allotment Order shall be issued by the Nominated Authority in substantially the same format as specified by the Central Government.
- 4.3. Prior to issuance of the Allotment Order, the Nominated Authority shall provide a written notice to the Allottee specifying the date of the Allotment Order (the “**Allotment Date**”) and the date and time on which and place from where the Allotment Order may be collected by the Allottee.
- 4.4. The Allottee shall depute an authorised representative of the Allottee (“**Authorised Representative**”) to receive the Allotment Order on behalf of the Allottee on the date,



time and place specified by the Nominated Authority under Clause 4.3.

- 4.5. The Authorised Representative shall be provided the Allotment Order in duplicate and shall be required to acknowledge the receipt of the Allotment Order. In the event, the Authorised Representative is not present on the date and time specified by the Nominated Authority under Clause 4.3, then the Nominated Authority shall dispatch the Allotment Order by registered post with acknowledgment due, to the registered office of the Allottee.
- 4.6. The Allottee shall, within seven Business Days of the receipt of the Allotment Order through the Authorised Representative or through registered post, as the case may be, sign and return the duplicate copy of the Allotment Order in acknowledgement thereof. In the event the duplicate copy of the Allotment Order duly signed by the Allottee is not received by the aforementioned date, the Nominated Authority may, unless it consents to extension of time for submission thereof, appropriate the Performance Security and other payments made by such Allottee as damages and also terminate this Agreement and cancel and withdraw the Allotment Order.

5. POST ALLOTMENT OBLIGATIONS

5.1. Commencement Plan

- 5.1.1. Within 30 Business Days of the date of the Allotment Order, the Allottee shall be required to submit a detailed plan (the "**Commencement Plan**") towards commencement of mining operations at the Coal Mine. The Commencement Plan shall include all actions that the Allottee may be required to perform to commence mining operations at the Coal Mine and shall include such information as may be required by the Nominated Authority, including without limitation, information regarding the following:

- (a) the Governmental Approvals, including the Mining Lease which shall be required for commencement of mining operations at the Coal Mine and the time within which the Allottee would make applications for such Governmental Approvals; and
- (b) revisions to the Mine Plan if any, as may be proposed by the Allottee.

- 5.1.2. The Commencement Plan shall be prepared by the Allottee to ensure strict compliance with the Efficiency Parameters.

5.2. Payment of the Upfront Amount

5.2.1. First Instalment of fifty per cent

The first instalment of fifty per cent of the Upfront Amount being an amount equal to INR 31,05,81,545 (Indian Rupees Thirty One Crore Five Lakh Eighty



One Thousand Five Hundred and Forty Five), shall be deposited by the Allottee in the Designated Bank Account in the manner provided in Clause 3.1(b) as an Allotment Condition.

5.2.2. Second Instalment of twenty five per cent

The second instalment of twenty five per cent of the Upfront Amount being an amount equal to INR 15,52,90,772.50 (Indian Rupees Fifteen Crore Fifty Two Lakh Ninety Thousand Seven Hundred Seventy Two and Fifty Paise), shall be deposited by the Allottee in the Designated Bank Account, on or prior to expiry of 15 Business Days from the date of execution of the Mining Lease by the relevant State Government.

5.2.3. Third Instalment of twenty five per cent

The third instalment of twenty five per cent of the Upfront Amount being an amount equal to INR 15,52,90,772.50 (Indian Rupees Fifteen Crore Fifty Two Lakh Ninety Thousand Seven Hundred Seventy Two and Fifty Paise), shall be deposited by the Allottee in the Designated Bank Account, on or prior to expiry of 15 Business Days from the date of grant of mine opening permission from the state pollution control board of the relevant State where the Coal Mine is located.

5.2.4. Failure to pay the Upfront Amount

In the event the Allottee fails to pay the second instalment or the third instalment of the Upfront Amount within the time specified in Clause 5.2.2 or Clause 5.2.3, respectively, then the Nominated Authority shall be entitled to appropriate the Performance Security in the manner stipulated in Clause 6 (PERFORMANCE SECURITY) and such failure may also result in termination of this Agreement as provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

5.3. The Mining Lease

5.3.1. Pursuant to Section 8(4)(b) and Section 8(8), read with Section 8(12) of the Ordinance, the Allottee shall become entitled to the mining lease with respect to the Coal Mine (the "Mining Lease") to be granted by the State Government upon issuance of the Allotment Order.

5.3.2. The Allottee shall promptly upon issuance of the Allotment Order make an application to the State Government for grant of a Mining Lease in the name of the Allottee.



6. PERFORMANCE SECURITY AND APPROPRIATION

6.1. Performance Security

- 6.1.1. The Allottee shall provide an irrevocable and unconditional guarantee from an Acceptable Bank payable at Delhi for an amount equal to INR 153,92,00,000 (Indian Rupees One Hundred Fifty Three Crore and Ninety Two Lakh) (the "**Performance Security**") in substantially the same form as provided in SCHEDULE F for the performance of its obligations within such time as specified in Clause 3.2.2
- 6.1.2. The Performance Security shall be an amount which is equal to aggregate of: (a) one year royalty calculated on the basis of peak rated capacity of the Coal Mine as per the approved Mine Plan, payable to respective State Government with respect to the Coal Mine; and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the Reserve Price.
- 6.1.3. In case of any revision in the Mine Plan in accordance with Clause 14, the amount of Performance Security shall be revised accordingly.
- 6.1.4. In such case, bank guarantee constituting the Performance Security shall be substituted with another bank guarantee of the enhanced value issued in accordance with this Clause 6, within a period of 15 Business Days of receipt of approval for revision to the Mine Plan.
- 6.1.5. The Performance Security should remain valid until such time when the Coal Mine achieves the annual peak rated capacity.

6.2. Events for appropriation of the Performance Security

- 6.2.1. The Performance Security may be appropriated by the Nominated Authority upon occurrence of any of the following events (the "**Appropriation Event**"), to be determined by the Nominated Authority in its sole discretion:
- (a) failure of the Allottee to provide the duly acknowledged duplicate copy of the Allotment Order as required under Clause 4.6;
 - (b) failure of the Allottee to make payment of the first instalment, second instalment or the third instalment of the Upfront Amount within the time specified in Clause 3.1(b), Clause 5.2.2 or Clause 5.2.3, respectively;
 - (c) failure of submission of Commencement Plan within the time specified in Clause 5.1.1;



- (d) failure of the Allottee to comply with the Efficiency Parameters as required under Clause 10;
- (e) any change in Control or transfer of right, title or interest in the Coal Mine which is not in conformity with Clause 13;
- (f) failure to make payment of the Monthly Payment in accordance with this Agreement;
- (g) any utilisation of coal which is not in conformity with Clause 8; or
- (h) any other breach or non-compliance of any of the provisions of this Agreement including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever.

6.2.2. Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure as provided in Clause 23, which could not have been mitigated by the Allottee through Good Industry Practice, then the Performance Security shall not be appropriated for such specific Appropriation Event.

6.3. **Manner of appropriation of the Performance Security**

6.3.1. Upon occurrence of an Appropriation Event, to be determined by the Nominated Authority, the Nominated Authority shall have the unconditional right to appropriate the Performance Security by providing a written notice to the Allottee, in the following proportion:

#	Appropriation Event	Amount of the Performance Security to be appropriated
1.	Failure of the Allottee to provide the duly acknowledged duplicate copy of the Allotment Order as required under Clause 4.6	Entire Performance Security.
2.	Failure of the Allottee to make payment of the first instalment, second instalment or the third instalment of the Upfront Amount within the time specified in Clause 3.1(b), Clause 5.2.2 or Clause 5.2.3, respectively	An amount equal to the first instalment, and/or second instalment and/or third instalment of the Upfront Amount together with 12% per annum simple interest on such amount starting from the date on which such amount was due and until the date of appropriation



#	Appropriation Event	Amount of the Performance Security to be appropriated
		of the Performance Security.
3.	Failure of submission of Commencement Plan within the time specified in Clause 5.1.1	An amount equal to 10% of the Performance Security
4.	Failure of the Allottee to comply with the Efficiency Parameters as required under Clause 10	Such per cent of the Performance Security for each failure to comply with the Efficiency Parameters as specified in SCHEDULE E.
5.	Any change in Control or transfer of right, title or interest in the Coal Mine which is not in conformity with Clause 13	Entire Performance Security.
6.	Any utilisation of coal which is not in conformity with Clause 8	Entire Performance Security.
7.	Failure of the Allottee to make payment of the Monthly Payment	The amount of Monthly Payment due and payable, along with a simple interest of twelve per cent per annum, starting from the date on which such amount was due and until the date of appropriation of the Performance Security.
8.	Any other breach or non-compliance with any of the provisions of this Agreement, including in case of the Warranties being untrue or misleading or incorrect in any manner whatsoever.	Such proportion as may be determined by the Nominated Authority in its sole discretion.

6.3.2. Any Appropriation Event resulting in appropriation of the entire Performance Security shall be a Termination Event for the purposes of Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

6.3.3. In the event of a part appropriation of the Performance Security the Allottee shall be



required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Performance Security within fifteen Business Days of receipt of a notice under Clause 6.3.1, failure to do so shall be a Termination Event for the purposes of Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION). Appropriation Event, except as mentioned in clause 6.2.1(d), shall be rectified within seven Business Days of receipt of a notice under Clause 6.3.1. Appropriation Event mentioned in clause 6.2.1 (d) shall be rectified within the time specified in SCHEDULE E.

- 6.3.4. In the event that on account of one or more Appropriation Events, an amount equal to hundred per cent of the Performance Security is appropriated in aggregate in one or more instances, the same shall be a Termination Event for the purposes of Clause 24(EFFECTIVE DATE, TERM AND TERMINATION).

7. INFORMATION

- 7.1. In addition to information that may be required to be provided in accordance with Applicable Laws, the Allottee shall provide periodic reports to the Nominated Authority (or such other Governmental Authority as may be specified by the Nominated Authority) regarding mining operations at the Coal Mine, including compliance with the Efficiency Parameters, in accordance with the following provisions:

(a) Pre-Commencement Report

Prior to commencement of mining operations at the Coal Mine, the Allottee shall provide a written intimation ("**Pre-commencement Report**") to the Nominated Authority and the Central Government once every thirty calendar days regarding the following:

- (i) the actions taken by the Allottee towards commencement of the mining operations at the Coal Mine, including compliance with the Commencement Plan;
- (ii) any deviations from the Commencement Plan, the reasons for such deviations and the steps taken by the Allottee to rectify such deviation; and
- (iii) whether in the opinion of the Allottee, it shall be able to commence mining operations at the Coal Mine within the time mentioned in the Commencement Plan.

The Allottee shall also inform the Nominated Authority in writing within 3 Business Days of receipt of the mine opening permission from the state pollution control board of the relevant State where the Coal Mine is located.



(b) Commencement Report

Within three Business Days of the commencement of mining operations at the Coal Mine, the Allottee shall provide a written intimation to the Nominated Authority confirming commencement of mining operations at the Coal Mine (the "**Commencement Report**").

(c) Monthly Report

Subsequent to the Commencement Report, the Allottee shall provide a written intimation ("**Monthly Report**") to the Coal Controller's Organisation within seven Business Days of end of each calendar month comprising: (i) a declaration regarding compliance with the Efficiency Parameters in the immediately preceding calendar month. In the event of a non-compliance with the Efficiency Parameters, complete particulars of the same, including the reasons for such non-compliance, and the corrective steps proposed to be undertaken; and (ii) such other information as may be required to be provided by the Nominated Authority.

(d) Yearly Report

Within seven Business Days of conclusion of the annual general meeting of the Allottee, it shall provide the following information to the Coal Controller's Organisation:

- (i) two certified copies of its balance sheets, cash flow statement and profit and loss account, along with a report thereon by its statutory auditors; and
- (ii) such other information as may be required to be provided, by the Nominated Authority.

7.2. The Pre-Commencement Report, the Commencement Report, the Monthly Report and the Yearly Report shall be provided to the Nominated Authority or the Coal Controller's Organisation as attachments to an email addressed to the following e-mail address: (i) nomauthority.moc@nic.in in case of the Nominated Authority; or (ii) coalcont-wb@nic.in in case of the Coal Controller's Organisation. Such attachments must be digitally signed by the Allottee using a Class III digital signature certificate issued by a certifying authority in India.

7.3. The Nominated Authority shall have the right to seek such further information regarding the Pre-Commencement Report, the Commencement Report, the Monthly Report or the Yearly Report and also seek independent verification of the same.



8. UTILISATION OF COAL

8.1. Utilisation of Coal in the Specified End Use Plant

Except as otherwise provided in this Clause 8, the coal extracted from the Coal Mine shall be utilised by the Allottee strictly in the Specified End Use Plant; and shall not be utilised for any other purpose whatsoever, either directly or indirectly.

8.2. Middling or washery rejects

8.2.1. The Allottee shall adhere to Good Industry Practice with respect to mining of coal and make best efforts to reduce generation of middling or washery rejects and utilise the same in any captive power plant of the Allottee. In any case the middling or washery rejects generated from the Coal Mine shall not exceed normative limits.

8.2.2. Any middling or washery rejects generated from the Coal Mine may be sold by the Allottee and the Allottee shall maintain separate records for the middling or washery rejects generated, utilised and sold. However, the middling or washery rejects generated from the Coal Mine should in no event, exceed the normative limits.

8.3. Arrangements for optimal utilisation

8.3.1. In terms of Section 20 of the Ordinance and Rule 19 of the Rules, the Allottee shall be permitted to enter into arrangements for optimum utilisation of the Coal Mine (the "Arrangement"). In the event the Allottee is desirous of entering into an Arrangement, it shall make an application (the "Arrangement Application") to the Central Government in accordance with Rule 19 of the Rules.

8.3.2. The Arrangement Application shall be filed by the Allottee prior to undertaking any Arrangement and no Arrangement shall be given effect to until the Arrangement Application has been approved by the Central Government.

8.3.3. The Arrangement Application shall be made in writing and shall include complete particulars of the proposed Arrangement, including the particulars required to be provided under Rule 19(2) of the Rules i.e. (a) parties to the proposed Arrangement; (b) the proposed Arrangement; (c) the manner in which such Arrangement would achieve optimal utilisation of the relevant coal mines and cost efficiencies.

8.3.4. In the event that the Central Government grants its approval to the Arrangement, then prior to implementation of the Arrangement, the Allottee shall provide to the Central Government duly certified copy of all agreements and other documents related to the Arrangement.



8.4. Utilisation in any other plant of the Allottee

8.4.1. In the event that the Allottee is desirous of utilising the coal extracted from the Coal Mine in any other plants of the Allottee or its subsidiary company (in terms of the Companies Act, 2013) engaged in the same specified end use as the Specified End Use Plant(**"Other Plant(s)"**) pursuant to Section 20(2) of the Ordinance, then the Allottee shall provide a written intimation (**"Diversion Notice"**) to the Central Government.

8.4.2. In accordance with Rule 20(2) of the Rules, the Diversion Notice shall be provided at least thirty Business Days prior to the intended date of such utilisation.

8.4.3. In the event that, upon submission of the Diversion Notice the Central Government seeks further information regarding the aforementioned utilisation, then the Allottee shall provide the same within seven Business Days. The Allottee shall not utilise the coal extracted from the Coal Mine in any Other Plant(s) if: (i) the Central Government determines in its sole discretion that such utilisation is not in accordance with Section 20(2) of the Ordinance or Rule 20(2) of the Rules; or (ii) information regarding compliance with Section 20(2) of the Ordinance or Rule 20(2) of the Rules with respect to such utilisation is not provided to the Central Government in the manner stipulated under this Clause 8.4.

8.4.4. The Diversion Notice shall include complete particulars of the proposed utilisation of coal extracted from the Coal Mine in any Other Plant, including without limitation:

- (i) name and address of the Other Plant(s);
- (ii) the ownership of the Other Plant(s). It is clarified that such Other Plant(s) should be owned solely by the Allottee or its subsidiary company (in terms of the Companies Act, 2013) to be eligible to get coal in terms of Section 20(2);
- (iii) the mechanism for transportation of coal from the Coal Mine to the Other Plant(s);
- (iv) the requirement of coal of the Other Plant(s); the sources from which such requirement is being met; and the per cent of such requirement being proposed to be met from the Coal Mine; and the manner in which such diversion would affect the Specified End Use Plant originally associated with the Coal Mine.

8.4.5. In the event that coal extracted from the Coal Mine is being diverted to any Other Plant(s) pursuant to this Clause 8.4, then the Allottee or any of its subsidiary company owning such Other Plant(s) shall also be required to adhere to the stipulations under this Agreement with respect to the utilisation of coal from the Coal Mine and the Specified End Use and any Applicable Law.



8.5. Sale to CIL

8.5.1. Any coal extracted from the Coal Mine which is in excess of the requirements of coal for the Specified End Use Plant and the Other Plant(s) shall be required to be supplied to CIL at the CIL Notified Price.

8.5.2. It is clarified that for the purposes of sale of coal to CIL, the determination of grade of coal shall be based on joint analysis of coal carried out by the Allottee and CIL. It is further clarified that, the Allottee shall continue to make Monthly Payments with respect to the coal extracted from the Coal Mine as per Clause 9 including on the coal sold to CIL.

8.5.3. All Taxes applicable on such sale of coal shall be payable additionally.

9. MONTHLY PAYMENTS AND ESCALATION

9.1. Monthly Payment

9.1.1. The Allottee shall be required to make monthly payments (the "Monthly Payment") with respect to the coal extracted from the Coal Mine on the basis of the Reserve Price (as escalated in accordance with Clause 9.2).

9.1.2. The Monthly Payment is required to be made in the Designated Bank Account within 20 calendar days of expiry of each month with respect to coal extracted from the Coal Mine in such calendar month.

9.1.3. All payments required to be made by the Allottee shall be made net of all applicable Taxes. In the event, Taxes are payable, the Allottee shall gross-up the amount payable and make payment of the aggregate amount.

9.2. Escalation

9.2.1. For the purposes of computation of the Monthly Payment, the Reserve Price shall be subject to an escalation on a year-on-year basis every financial year on the basis of the pre-specified escalation formula that is prescribed in the relevant Standard Bidding Document for Design, Build, Finance, Own and Operate (DBFOO) bidding as formulated by Ministry of Power for escalation of fuel cost from captive mines (the "Reference Index"), and the Reserve Price shall stand increased by the per cent increase of the Reference Index on a year-on-year basis. It is clarified that for the purposes of escalation in a subsequent financial year, the escalated Reserve Price of the immediately preceding year shall be considered. The last published Reference Index shall be used for computing the escalation. The subject escalation would be applicable after the issuance of the Allotment Order.

9.2.2. In the event that the failure of the Allottee to make payment of the Monthly Payment



exceeds for more than three instances, such non-compliance may also result in termination of this Agreement as provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

- 9.3. It is clarified that in addition to the aforementioned payments any royalty payable under Applicable Laws shall be payable additionally.

10. EFFICIENCY PARAMETERS

- 10.1. The conduct of mining operations at the Coal Mine shall be subject to the milestones listed in SCHEDULE E (the "Efficiency Parameters").
- 10.2. The Allottee would provide periodic information to the Nominated Authority and the Central Government regarding compliance with the Efficiency Parameters in the manner stipulated in Clause 7 (INFORMATION).
- 10.3. Any non compliance with the Efficiency Parameters would result in appropriation of the Performance Security in the manner stipulated in Clause 6 (PERFORMANCE SECURITY) and in case where such non-compliance exceeds for more than five instances, such non-compliance may also result in termination of this Agreement as provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

11. GENERAL RIGHTS AND OBLIGATIONS

11.1. Limited Mining Rights

The Allottee shall be entitled to receive a Mining Lease for conduct of mining operations only in the Coal Mine and shall not be entitled to conduct the mining operations in any other area pursuant to this Agreement. The rights granted to the Allottee herein to conduct mining operations are exclusive within the Coal Mine. The Government undertakes not to grant any rights to mine coal in the Coal Mine to any Third Party during the Term.

11.2. Authorisations

The Allottee shall obtain and maintain all Governmental Approvals required for conducting the mining operations at the Coal Mine and performing its obligations under this Agreement. The Government undertakes, on a no-obligation basis, to expeditiously provide all necessary approvals and assistance for conducting mining operations and as otherwise may be reasonably required by the Allottee in relation to the rights granted to it under this Agreement.

11.3. Geological and Archaeological Finds



It is expressly agreed that other than rights to mine for coal (as may be granted under any Mining Lease pursuant hereto), geological or archaeological rights do not form part of the rights granted to the Allottee under this Agreement and the Allottee hereby acknowledges that except in relation to coal (as may be granted under any Mining Lease pursuant hereto), it shall not have any mining rights or interest in the underlying minerals, metals (including gold, silver etc.), gas, oil, fossils, antiquities, structures or other remnants or things either of particular geological or archeological interest and that such rights, interest and property on or under the Coal Mine shall vest in and belong to the relevant Central/ State Government or the concerned Governmental Authority. The Allottee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the relevant Central/ State Government forthwith of the discovery thereof and comply with such instructions as the concerned Governmental Authority may reasonably give for the removal of such property.

11.4. Health, Safety, Welfare, Social Security and Minimum Wages

11.4.1. The Allottee 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 this Agreement.

11.4.2. Without prejudice to the generality of the foregoing, the Allottee 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.

11.4.3. The Allottee 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 Allottee 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.

11.4.4. The Allottee 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 covered by this Agreement, in accordance with the Good Industry Practice.

11.4.5. The Allottee 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.

- 11.4.6. Without prejudice to the generality of the foregoing, in the event the Allottee 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.

12. CONTRACTORS AND SUB-CONTRACTORS

- 12.1. In the event the Allottee enters into any agreement with any contractor in relation to the mining operations at the Coal Mine, then a duly certified copy of such agreement shall also be submitted to the Nominated Authority within fifteen Business Days of its execution.
- 12.2. Any Agreement between the Allottee and its contractors shall contain appropriate terms by which the contractor shall acknowledge and comply with the terms of this Agreement and the contractor shall also cause its sub-contractors to acknowledge and comply with the same.
- 12.3. Nothing in this Agreement shall exempt the Allottee from any and all obligations under this Agreement despite the delegation of such obligations to a contractor or its subcontractors.
- 12.4. Terms and Conditions for appointment of contractor(s) in relation to coal mining operations may be formulated in line with the terms and conditions specified in the Auction by Competitive Bidding of Coal Mines Rules, 2012 (as amended by notification dated 27.12.2012) framed under Sec. 11A of the MMDR Act. The terms and conditions may be as follows:
- 12.4.1. In case the Coal Mine is developed through contractor(s), the selection of the contractor(s) in relation to coal mining operation shall be through a competitive bidding process and the Allottee company shall inform the State Government concerned, the Central Government and the Nominated Authority about the engagement of such contractor(s) and the terms and conditions of such engagement, as soon as it is finalised.
- 12.4.2. The Allottee shall ensure that the criteria of bidding for engagement of the contractor(s) are not linked to CIL Notified Price.
- 12.4.3. The contractor(s) 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.



13. CHANGE IN CONTROL AND TRANSFER

13.1. Change in Control of the Allottee

13.1.1. Change in Control of the Allottee or any transfer of the Specified End Use Plant along with the rights in relation to the Coal Mine, shall be permissible with prior intimation to the Nominated Authority and the Central Government if:

- (a) such change in Control does not result in the Allottee becoming non compliant with any of the Eligibility Conditions or the transferee is also compliant with the applicable Eligibility Conditions, as the case may be. It is clarified that no company other than a Government company or corporation shall be permitted to hold more than twenty-six per cent of the paid up share capital in the Allottee, either directly or through any of its subsidiary company or associate company; and
- (b) such change in Control or transfer does not require any prior consent, approval, no-objection certificate or the like under any Applicable Law.

13.1.2. In the event that any change in Control of the Allottee or any proposed transfer of the Specified End Use Plant along with the rights in relation to the Coal Mine requires prior Governmental Approval under any Applicable Laws, then such Governmental Approval shall be granted (in addition to any other requirement under Applicable Law) only if:

- (a) the transferee of such right, title or interest or the Allottee subsequent to change of Control, as the case may be, also meets all the applicable Eligibility Conditions; or
- (b) the Allottee continues to meet all the applicable Eligibility Conditions, as the case may be

13.2. Change in Control in case of a joint venture

13.2.1. In the cases where allotment has been made to a joint venture of any two or more Government companies or corporations, such companies shall be prohibited from alienating or transferring any interest, except for taking of loans or advances from a bank or financial institution, in the joint venture of whatsoever nature including ownership in favour of a Third Party.

13.3. Consequences of default

13.3.1. In the event of any change in Control or any transfer of right, title or interest in the Coal Mine which is not in conformity with this Agreement or any Applicable Law, then in addition to any rights, remedy or consequences as may be applicable under Applicable Laws, the Nominated Authority or the Central Government may, in its sole discretion,



appropriate the Performance Security, disqualify the Allottee from participating in any further auction or allotment process conducted by the Nominated Authority; terminate this Agreement; and/or terminate and withdraw the Allotment Order as the case may be.

- 13.3.2. Any transfer of right, title or interest which is not in conformity with this Agreement or Applicable Laws shall be deemed to be void *ab-initio*.

14. MINE PLAN

- 14.1. The Mine Plan approved in relation to the Prior Allottee, if any shall also be applicable to the Allottee.
- 14.2. Upon allocation of Coal Mine, the Allottee may revise the Mine Plan for extraction of more coal as compared to the Mine Plan being subject to revision in accordance with the provisions of Applicable Law and the Agreement.
- 14.3. The Allottee may increase mine production to the maximum possible extent and utilise the coal in accordance with Clause 8. Subject to Applicable Laws, the Allottee may apply for coal linkages or participate in auction/ allotment for the Specified End Use Plant three years prior to the exhaustion of extractable reserves in the Coal Mine.

15. MINE CLOSURE

- 15.1. Upon exhaustion of the extractable coal reserves at the Coal Mine the Coal Mine shall be closed, in the manner provided in the mine closure plan and Applicable Laws.

16. COMPLIANCE AND RECORD KEEPING

- 16.1. The Allottee shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Allottee in connection with this Agreement, the development of the Coal Mine, mining operations and matters incidental thereto and the steps taken by the Allottee to comply with Applicable Laws. Such records and books of accounts shall be required to be maintained for a period of six years. The Allottee shall ensure that such records and books of accounts are sufficient to enable verification of the Allottee's compliance with its obligations under this Agreement.
- 16.2. The Allottee shall permit the Nominated Authority and its representatives, to access and take copies of the Allottee's records and any other information held at the Allottee's premises and to meet with the Allottee's personnel to audit the Allottee's compliance with its obligations under this Agreement. Such audit rights shall continue for three years after termination of this Agreement. The Allottee shall give all necessary assistance to the conduct of such audits during the Term of this Agreement and for a period of three year after termination of this Agreement.



17. REPRESENTATIONS AND WARRANTIES

- 17.1. The Allottee represents and warrants to the Nominated Authority (save as otherwise disclosed to the Nominated Authority in writing), as of the Agreement Date, in the manner as detailed in SCHEDULE G ("**Warranties**").
- 17.2. None of the representations, warranties and/ or statements contained in this Agreement shall be treated as qualified by any actual or constructive knowledge on the part of the Nominated Authority or the Central Government or any of its respective agents, representatives, officers, employees or advisers.
- 17.3. In the event that any of the representations or warranties made or given by the Allottee ceases to be true or stands changed, the Allottee shall promptly notify the Nominated Authority of the same. The Allottee hereby waive all its rights to invoke and shall not invoke the Nominated Authority's knowledge (actual, constructive or imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of Warranties or covenant or obligation of the Allottee.

18. INDEMNITIES

- 18.1. In this clause, a reference to the Nominated Authority shall include the Nominated Authority; the Government of India; any of the departments or ministries of Government of India; and of the officers, employees, staff, advisors, representatives or agents of the Government of India (collectively the "**Indemnified Party**") and the provisions of this Clause shall be for the benefit of the Indemnified Party, and shall be enforceable by each such Indemnified Party.
- 18.2. The Allottee shall indemnify the Indemnified Party against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:
- (a) any breach of the Warranties
 - (b) Allottee's breach or negligent performance or non-performance of this Agreement;
 - (c) the enforcement of this Agreement;
 - (d) any claim made against the Indemnified Party for actual or alleged infringement of a Third Party's rights arising out of or in connection with mining operations at the Coal Mine or performance or non performance of any of the obligations under this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Allottee,



its employees, agents or contractors;

- (e) any claim made against the Indemnified Party by a Third Party for death, personal injury or damage to property arising out of or in connection with mining operations at the Coal Mine or performance or non performance of any of the obligations under this Agreement;
- (f) any loss or damages caused on account of breach of any Applicable Law by the Allottee, including without limitation any costs incurred by the Nominated Authority in cleaning or rectifying of any environmental damages caused by the Allottee on account of, lack of Good Industry Practice; breach, negligent performance or failure or delay in performance of this Agreement; or non-compliance with Applicable Law.

18.3. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), the Indemnified Party shall as soon as reasonably practicable, give written notice of the Claim to the Allottee, specifying the nature of the Claim in reasonable detail.

18.4. Subject to the Allottee providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Allottee may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.

18.5. Payments of the amount of Claim shall become due and payable within thirty Business Days of receipt of notice of Claim. If a payment due from the Allottee under this clause is subject to Tax (whether by way of direct assessment or withholding at its source), the Indemnified Party shall be entitled to receive from the Allottee such amounts as shall ensure that the net receipt, after Tax, to the Indemnified Party in respect of the payment is the same as it would have been were the payment not subject to Tax.

19. ASSIGNMENT, SECURITY FOR FINANCING

19.1. Prohibition on Assignment

19.1.1. Except as provided in this Clause 19, the Allottee shall not assign this Agreement, either directly or indirectly, save and except with the prior consent in writing of the Nominated Authority, which consent the Nominated Authority shall be entitled to decline without assigning any reason.

19.1.2. Subject to compliance with provisions of Clause 19.2, this Agreement may be assigned by the Allottee in the following events:



- (a) upon occurrence of a change in Control or transfer which is permissible in terms of Clause 13, to the transferee; or
- (b) upon occurrence of an enforcement event, to a transferee as may be determined by a bank or financial institution in terms of Clause 19.3.

19.2. Assignment Conditions

Assignment of this Agreement shall also be subject to the following conditions precedent:

- (a) the proposed assignee must meet the applicable Eligibility Conditions;
- (b) the proposed assignee must agree to unconditionally and irrevocably adhere to the provisions of this Agreement and must enter into a deed of adherence in the manner as prescribed by the Nominated Authority;
- (c) the proposed assignee must have furnished the Performance Security, to substitute any subsisting Performance Security provided by the Allottee;
- (d) the proposed assignee must have paid any other amount due from the Allottee and agree to indemnify and hold the Nominated Authority harmless in all respects against any claims from any Third Party or the Allottee with respect to such assignment.

19.3. Security for financing, enforcement Event

19.3.1. Subject to Applicable Laws, the Allottee shall be entitled to create security over the Coal Mine through mortgage for the purposes of availing financing from a bank or financial institutions for the purposes of financing of the Specified End Use Plant or mining operations at the Coal Mine and such security creation shall not require prior approval by the Nominated Authority or the Central Government. It is clarified that the Allottee shall be permitted to enter into any agreement with bank or financial institutions with respect to assignment of this Agreement in terms of this Clause 19 and in such case the assignment conditions mentioned in Clause 19.2 shall not be applicable and the conditions specified in Clause 19.3 shall be applicable.

19.3.2. The Allottee shall keep the Nominated Authority promptly informed about: (i) any default in its obligation under any arrangement with any bank or financial institution; (ii) any security interest created over the Coal Mine; and (iii) any action initiated by the bank or financial institution regarding enforcement of security.

19.3.3. In the event of a default, the banks or financial institutions, as the case may be shall be entitled to enforce their security interest, provided that the conditions listed in Clause 19.2 are met, in the manner provided below:



- (a) the security interest shall be exercised in accordance with the provisions of Applicable Laws and any inter-se agreement between the secured creditors, if any.
- (b) the lead secured creditor (in case of consortium lending) or the secured creditor with the highest exposure (in case of multiple banking), shall be entitled to seek a substitution of the Allottee by providing a written notice (the "**Substitution Notice**") to the Nominated Authority;
- (c) the Substitution Notice shall contain complete particulars of the proposed transferee (the "**Selectee**"), particulars of compliance of the Selectee with all the Eligibility Conditions, particulars of the debt due and such data and information as would be necessary and relevant for the Nominated Authority to decide as to the acceptability of the Selectee;
- (d) the Nominated Authority may require such other information as it may deem fit regarding the suitability of the Selectee to receive rights and obligations with respect to the Coal Mine;
- (e) the Substitution Notice must be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by the Nominated Authority observe, comply with, perform and fulfil the residual terms, conditions and covenants of this Agreement as if the Selectee had been the Allottee under this Agreement and to assume, discharge and pay the debt due on the terms and conditions agreed to by the Selectee with the secured creditors. The Selectee shall also undertake to enter into such documents and agreements with Nominated Authority as may be necessary or required to give effect to the substitution of the Allottee by the Selectee;
- (f) the Nominated Authority shall convey its acceptance or otherwise of the Selectee within sixty Business Days of (a) the date of receipt of the Substitution Notice; or (b) the date of receipt of the additional information and clarifications requested in respect of any data, particulars or information comprised in the Substitution Notice, whichever is later.
- (g) In the event that the Nominated Authority fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Substitution Notice, within the time specified in sub-clause (f) above, the Nominated Authority shall be deemed to have accepted the Substitution Notice and the Selectee.

19.3.4. Upon acceptance of the Selectee by the Nominated Authority or the Nominated Authority having been deemed to have accepted the Substitution Notice, this Agreement shall be



deemed to be assigned in favour of the Selectee without any further act or deed of the Allottee.

20. INSURANCE

- 20.1. At all times during the Term hereof, the Allottee will maintain, and cause its contractors and sub-contractors to maintain, with financially sound and reputable insurers, insurance against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is consistent with Good Industry Practice.

21. ACCOUNTS AND AUDIT

21.1. Audited Accounts

The Allottee shall maintain books of accounts recording all its receipts, income, expenditure, payment, assets and liabilities in accordance with Good Industry Practice and Applicable Laws.

21.2. Appointment of Auditors

The Nominated Authority shall have the right, but not the obligation, to appoint at its cost, from time to time and at any time, an auditing firm or an auditor to audit and verify all those matters, expenses, costs, realizations and things with respect to the Coal Mine or which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

21.3. Certification of claims by Statutory Auditors

Any claim or document provided by the Allottee to the Nominated Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

22. GOVERNMENT INSPECTION

- 22.1. The Nominated Authority, through its authorized representatives shall have the right to free ingress and egress within any part of the Coal Mine at any time to inspect works or activities being undertaken or implemented by the Allottee in order to monitor and verify compliance with the terms of this Agreement and all Applicable Laws.
- 22.2. The Nominated Authority, through its authorized representatives, shall have access to the Allottee's financial and other records and transactions (relatable to any period) at any time upon reasonable advance notice, the right to copy therefrom, for the purpose of assessing the performance and compliance of the Allottee with the terms of this



Agreement and all Applicable Laws, rules and regulations or to aid in the enforcement of the same.

- 22.3. The Nominated Authority shall have the right to conduct, either directly or indirectly through any Third Party, a performance audit to verify compliance by the Allottee, of its obligations hereunder.

23. EVENT OF FORCE MAJEURE

- 23.1. Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Allottee, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Allottee of its obligations or enjoyment of its rights:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;
- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (iv) nuclear, chemical or biological contamination or sonic boom;
- (v) collapse of buildings, fire, explosion or accident;
- (vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Allottee claiming the same as an Event of Force Majeure and attributable to such Allottee's policies regarding labour, compensation or employment or labour related conditions).

- 23.2. Provided it has complied with Clause 23.3, if the Allottee is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Event of Force Majeure, the Allottee shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

- 23.3. Upon occurrence of an Event of Force Majeure, the Allottee shall:

- (i) as soon as reasonably practicable after the start of the Event of Force Majeure but no later than thirty Business Days from its start, notify the Nominated Authority and the Central Government in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of



Force Majeure on its ability to perform any of its obligations under this Agreement; and

- (ii) use all reasonable endeavours to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.

23.4. If an obligation is suspended by reason of an Event of Force Majeure for more than one month continuously, the Parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changed circumstances, provided that this Agreement shall remain in effect during the period during which the Parties are negotiating the terms of any such revision.

23.5. Notwithstanding Clause 23.4, in the event that performance of obligations under this Agreement remain suspended for a period of: (a) six months continuously; (b) or nine months over a period of one year, then the Nominated Authority may in its sole discretion terminate this Agreement in the manner provided in Clause 24 (EFFECTIVE DATE, TERM AND TERMINATION).

24. EFFECTIVE DATE, TERM AND TERMINATION

24.1. Effective Date

This Agreement shall come into effect on the Agreement Date. It is clarified that the provisions of this Agreement shall also be included in the Mining Lease.

24.2. Term

This Agreement shall commence on the dates mentioned in Clause 24.1 and shall continue for the period of validity of the Mining Lease granted to the Allottee ("Term"), unless agreed otherwise by the Parties and unless this Agreement is terminated earlier in accordance with its terms prior to the expiry of the Term.

24.3. Termination

24.3.1. This Agreement may be terminated upon occurrence of any of the following events (each a "Termination Event"):

- (a) failure of the Allottee to make payment of the Upfront Amount in the manner provided in Clause 5.2;
- (b) failure of the Allottee to complete the Allotment Conditions within the time specified in Clause 3.2;
- (c) failure of the Allottee to make payment of additional levy within the time



specified under Rule 18 of the Rules, if required to be paid;

- (d) occurrence of any Appropriation Event resulting in appropriation of the entire Performance Security or on account of one or more Appropriation Events, an amount equal to hundred per cent of the Performance Security being appropriated in aggregate (in one or more instances) as provided in Clause 6.3;
- (e) failure of the Allottee to replenish the Performance Security within a period of 15 Business Days, in the event that a part of the Performance Security has been appropriated;
- (f) non compliance of the Allottee with the Efficiency Parameters for more than five instances (in aggregate and not over a specified period) as provided in Clause 10.3;
- (g) suspension of obligations on account of an Event of Force Majeure for a period longer than as specified in Clause 23.5;
- (h) failure to make payment of the Monthly Payment for more than three instances (in aggregate and not over a specified period) in terms of Clause 9.2.2;
- (i) failure to provide any information requested by the Nominated Authority in terms of this Agreement;
- (j) failure of the Allottee to ensure continued compliance with the Eligibility Conditions;
- (k) in case the Allottee is a joint venture company, alienation or transfer of any interest, except the taking of loans or advances from a bank or financial institution, in the joint venture of whatsoever nature including ownership in favour of a Third Party;
- (l) a company other than a Government company or corporation holding more than twenty-six per cent of the paid up share capital of the Allottee, either directly or through any of its subsidiary company or associate company (such expressions having meaning ascribed under the Companies Act, 2013);
- (m) the Allottee dissolves, liquidates, becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a trustee or receiver for itself, or commences any proceedings concerning itself under a law concerning bankruptcy, or insolvency other than for the purposes of corporate reorganization;
- (n) any other breach of any of the provisions of this Agreement (including in case of



the Warranties being untrue or misleading or incorrect in any manner whatsoever), which is not cured by the Allottee within thirty Business Days of becoming aware of the same, on its own accord or upon receipt of a notice from the Nominated Authority;

- (o) surrender of the Coal Mine by the Allottee;
- (p) cessation of coal mining operation exceeding a period of one year continuously, or 18 months over a period of two years without occurrence of any Event of Force Majeure;
- (q) termination of the Mining Lease granted to the Allottee; or
- (r) in the opinion of the Central Government, it is expedient in public interest to terminate this Agreement.

24.3.2. Upon occurrence of a Termination Event, the Nominated Authority may elect to terminate this Agreement by providing a 15 Business Days written notice to the Allottee. The determination of the Nominated Authority regarding occurrence of a Termination Event shall be final and binding on the Allottee.

24.3.3. In case the Nominated Authority elects to terminate this Agreement, then the Performance Security and all other payments made by the Allottee shall be forfeited and the Allottee shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after termination

24.4. Retention of Books and Records

Upon termination of this Agreement, the Allottee shall retain all documents, books and records related to the Coal Mine for a period of three years or such longer period as may specified under Applicable Law. It is clarified that the Allottee may also retain such books and records in electronic form if permitted under Applicable Laws.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws.

25.2. Any dispute, controversy or claim arising out of or relating to or in connection with the Agreement including a dispute as to the validity or existence of this Agreement, or any breach or alleged breach thereof, shall be settled through mutual discussions between the Parties. In this regard, the Allottee shall nominate an officer not below the rank of a director to participate in the discussions on its behalf.



- 25.3. In the event that the Allottee fails to nominate an officer in the manner required under Clause 25.2; or the Parties are unable to resolve any dispute in accordance with Clause 25.2 within a period of 30 Business Days starting from the date on which the first notice of dispute was provided by either Party, such dispute shall be resolved in accordance with Section 27 of the Ordinance.
- 25.4. It is expressly agreed between the Parties, that any existence of a dispute shall not affect in any manner any of the rights of the Nominated Authority under this Agreement, including without limitation the right to appropriate Performance Security or terminate this Agreement, until a final determination in this regard is made.
- 25.5. The provisions contained in this Clause 25 shall survive the termination of this Agreement.

26. MISCELLANEOUS

26.1. Time of Essence

Each of the Parties hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

26.2. Publicity

The Allottee shall not issue any information, document or article for publication in any news or communications media or make any public statement in relation to this Agreement without the prior written consent of the Nominated Authority unless required to do so by Applicable Law, provided that prior to any disclosure of any such information required by Applicable Law, the Allottee must first notify the Nominated Authority, who shall then have the opportunity to respond to and/or dispute such intended disclosure.

26.3. Severability

- 26.3.1. If any term, provision, covenant or restriction of this Agreement or the application thereof to any Person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other Governmental Authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this Agreement and the application thereof to Persons or circumstances (other than those as to which any portion of this Agreement is held invalid, void or unenforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

- 26.3.2. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as



originally contemplated to the fullest extent possible.

26.4. Costs and Expenses

26.4.1. The Allottee shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.

26.4.2. The stamp duty payable for this Agreement shall be borne by the Allottee.

26.5. Further Assurance

The Allottee shall cooperate with the Nominated Authority and execute and deliver to the Nominated Authority such instruments and documents and take such other actions as may be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

26.6. Legal And Prior Rights

All rights and remedies of the Nominated Authority hereto shall be in addition to all other legal rights and remedies belonging to the Nominated Authority and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of the Nominated Authority, which shall or may have accrued prior thereto.

26.7. Waiver

26.7.1. The waiver of any default or breach under this Agreement by the Nominated Authority shall not constitute a waiver of the right to terminate this Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.

26.7.2. No failure or delay by the Nominated Authority in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Nominated Authority under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under Applicable Law.

26.7.3. Submission of any document, information, report or notice, which contains any information or reference to any default or breach under this Agreement or any Applicable Law, to the Nominated Authority shall not be construed to be a deemed approval of such



breach or default and the Nominated Authority may exercise any rights or remedies with respect to such default at any time.

26.8. Amendments

No amendment of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "amendment" shall include any amendment, variation, supplement, deletion or replacement however effected. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.

26.9. Counterparts

This Agreement may be executed in two counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together will constitute one and the same instrument.

26.10. No Agency or partnership

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party or shall be deemed to be the agent of the other Party in any way.

26.11. Notices

All notices, requests, demands or other communication ("Notice") required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post with acknowledgment due, or transmitted by facsimile transmission to the other Parties at the address indicated in SCHEDULE H hereof or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 26.11 shall be deemed to have been given and received on the day of its receipt at such address.



A copy of the Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified in SCHEDULE H solely for the information of the recipient and shall take effect only when the registered post is actually delivered or the fax is received by the recipient, as the case may be.

26.12. Entire Agreement

This Agreement (including all such deeds and documents issued or executed pursuant hereto or referred to herein) and the Allotment Document constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein. In the event of a conflict between this Agreement and the Allotment Document, the provisions of this Agreement shall prevail to the extent of the conflict.

26.13. Specific Performance of Obligations

The Nominated Authority shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to seek or enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

26.14. Power of the Central Government

The Allottee acknowledges that for the purposes of this Agreement, the Central Government is acting through the Nominated Authority pursuant to the Ordinance and the Rules. However, for the purposes of exercise of rights and obligations hereunder and any Applicable Law, the Central Government shall be entitled to act through any of its relevant departments, ministries or any Governmental Agencies and all such relevant departments, ministries or any Governmental Agencies shall be entitled to exercise rights and obligations under this Agreement as if such relevant departments, ministries or any Governmental Agencies were a Party hereto.

[Remaining part of this page intentionally left blank, schedules follow.]



SCHEDULE A - PARTICULARS OF THE COAL MINE

Name of Coal Mine	Manoharpur and Dipside Manoharpur
Latitude	Manoharpur: 21°56'19" N to 21°58'04" N
Longitude	Manoharpur: 83°46'00" E to 83°47'26" E
Coalfield	Ib Valley
Villages	Manoharpur, Ghumundasan
Tehsil/Taluka	Hemgiri
District	Sundergarh
State	Odisha



SCHEDULE B - PARTICULARS OF THE SPECIFIED END USE PLANT

S. No	Name of Specified End Use Plant	Address	Configuration	Capacity
1.	Odisha Power Generation Corporation Ltd., Expansion Power Project (Unit 3, 4, 5 and 6)	Ib Thermal Power Station, Banharpali, Jharsuguda, Odisha	4 X 660 MW	2640 MW

**MW stands for Mega Watt*



SCHEDULE C - FORMAT OF INTIMATION TO THE NOMINATED AUTHORITY

To
The Nominated Authority
[address]

[date]

Sub: Intimation under Clause 3.1(f) of the Allotment Agreement (the "Agreement").

Dear Sir,

We write with reference to Clause 3.1(f) of the Agreement read with the Ordinance and the Rules, including Section 10 and Section 11 of the Ordinance in terms of which we intend to own and utilise certain movable property of the Prior Allottee and also adopt certain contracts as detailed below:

- (a) particulars of movable property along with the details of the current owner, the terms of negotiations, related documentation and other details, which we intend to own and use in terms of Section 10(1) of the Ordinance is enclosed as Annexure A;
- (b) particulars of movable property along with the details of the current owner, the terms of negotiations, related documentation and other details, which we do not intend to own and use and which we intend to move in terms of Section 10(4) of the Ordinance is enclosed as Annexure B;
- (c) the list of contracts (including contracts with secured creditors¹) which we intend to adopt and continue, along with complete particulars of such contracts is enclosed as Annexure C;
- (d) the list of contracts (including contracts with secured creditors) which we do not intend to adopt and continue, along with complete particulars of such contracts is enclosed as Annexure D.

Apart from the particulars of the movable property and the contracts listed in this letter, we do not intend to own, use, continue or adopt any other movable property or contracts, as the case may be and do hereby relinquish our rights with respect to the same. We acknowledge that any information not provided in this letter may not be included by the Nominated Authority in the Allotment Order.

¹ Not applicable if the Allottee is the Prior Allottee in which case the secured creditors shall have an option to continue in terms of Section 12(1) of the Ordinance.



Yours Sincerely,

.....

(Authorised Signatory)

Name:

Designation:

Enclosed: As Above

Annexure A

Annexure B

Annexure C

Annexure D



SCHEDULE D - FORMAT OF THE COMPLETION NOTICE

To
The Nominated Authority
[address]

[date]

Sub: Completion Notice under Clause 3.2.1 of the Allotment Agreement (the "Agreement").

Dear Sir,

We write with reference to Clause 3.2.1 of the Agreement. We have completed each of the Allotment Conditions specified in Clause 3.1 of the Agreement and the particulars of the same are provided below:

- (a) We continue to be in compliance with all the Eligibility Conditions;
- (b) we have paid the first instalment of the Upfront Amount, in accordance with Clause 5.2.1 through [particulars of payment to be mentioned];
- (c) we have furnished the Performance Security through [particulars of performance security and its manner of delivery to be mentioned];
- (d) we have paid the Fixed Amount through [particulars of payment to be mentioned];
- (e) Additional Levy as was required to be paid has been paid through [particulars of payment to be mentioned]²; and
- (f) we have provided a written intimation as was required under Clause 3.1(f) of the Agreement through a letter dated [particulars to be mentioned].

Documentary evidence with respect to completion of each of the Allotment Conditions is enclosed.

Yours Sincerely,

.....
(Authorised Signatory)

Name:

Designation:

Enclosed: As Above



Not applicable if the Allottee is not the Prior Allottee.



SCHEDULE E - EFFICIENCY PARAMETERS

S. No.	Milestone	Time Limit in Months (From the date of the Allotment Order)	
		Dipside Manoharpur	Manoharpur
1	Prospecting License	4	0
2	Completion of Exploration and Preparation of Geological Report (GR)	22	0
	Events after preparation of GR	Time Limit in Months (From the date of preparation of GR)	
3	Mining Lease Application	3	3
4	Submission of Mining Plan	6	6
5	Mining Plan Approval	11	11
6	Previous Approval Application	12	12
7	Previous Approval	13	13
8	Forest Clearance Application	11	11
9	Forest Clearance	21	21
10	Environment Clearance Application	11	11
11	Environment Clearance	21	21
12	Grant of Mining Lease	24	24
13	Land Acquisition (To reach rated capacity)	36/42(in case of forest land)	36/42(in case of forest land)
14	Opening of Escrow Account	37/43(in case of forest land)	37/43(in case of forest land)
15	Application for Opening Permission	37/43(in case of forest land)	37/43(in case of forest land)
16	Grant of Opening Permission	38/44(in case of forest land)	38/44(in case of forest land)
17	Schedule of Production/ Reaching Rated Capacity	As per approved Mining Plan	As per approved Mining Plan
18	EUP Synchronisation	As per approved Mining Plan	As per approved Mining Plan

(a) The percentage for appropriation of Performance Security shall be calculated in proportion to the failure/ delay in compliance with the timelines mentioned for achievement of Efficiency Parameters which shall be broadly based on the weightages prescribed in the recommendations of Inter-Ministerial Group.

(b) In case of non-compliance with the Efficiency Parameters mentioned above, the Successful Bidder shall be required to rectify the same within such time as may be prescribed.



SCHEDULE F - FORMAT OF PERFORMANCE SECURITY

[Reference number of the bank]

[date]

To

The Nominated Authority

[address]

WHEREAS

- A. [Name of the Allottee] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Allottee], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the "Allottee") is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security for a period of [period of performance bank guarantee].
- B. The Performance Security is required to be provided to **The President of India**, acting through the Central Government represented by the Nominated Authority appointed under Section 6 of the Coal Mines (Special Provisions) Ordinance, 2014 read with Coal Mines (Special Provisions) Second Ordinance, 2014 (the "Nominated Authority") for discharge of certain obligations under the Allotment Agreement dated [date] (the "Agreement").
- C. We, [name of the bank] (the "Bank") at the request of the Allottee do hereby undertake to pay to the Central Government an amount not exceeding INR [figures] (Indian Rupees [words]) to secure the obligations of the Allottee under the Agreement on demand from the Nominated Authority on the terms and conditions herein contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the Nominated Authority this irrevocable and unconditional payment bank guarantee (the "Guarantee") on behalf of the Allottee in the amount INR [figures] (Indian Rupees [words]).

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Nominated Authority without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the Nominated Authority, a sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of INR



[figures] (Indian Rupees [words]) without the Nominated Authority needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Nominated Authority and Allottee on any matter whatsoever. The Bank undertakes to pay to the Nominated Authority any money so demanded notwithstanding any dispute or disputes raised by the Allottee in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the Nominated Authority of the amounts payable by the Bank to the Nominated Authority shall be final, binding and conclusive evidence in respect of the amounts payable by Allottee to the Nominated Authority under the Agreement.
3. The Bank hereby waives the necessity for the Nominated Authority from demanding the aforesaid amount or any part thereof from the Allottee and also waives any right that the Bank may have of first requiring the Nominated Authority to pursue its legal remedies against the Allottee, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the Nominated Authority that the Nominated Authority shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
 - (i) vary and/or modify any of the terms and conditions of the Agreement;
 - (ii) extend and / or postpone the time for performance of the obligations of the Allottee under the Agreement, or
 - (iii) forbear or enforce any of the rights exercisable by the Nominated Authority against the Allottee under the terms and conditions of the Agreement.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Nominated Authority or any indulgence by the Nominated Authority to the Allottee or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whom ever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Nominated Authority receives the full amount due hereunder as if no such withholding had occurred. It is clarified that even in such case the



- obligation of the Bank shall not in any manner exceed in the aggregate the amount of INR [figures] (Indian Rupees [words]).
6. The Bank agrees that Nominated Authority at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Allottee.
 7. The Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Allottee under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the Nominated Authority certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Allottee and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the [date of expiry of bank guarantee] the Bank shall be discharged from all liability under this guarantee thereafter.
 8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the Nominated Authority shall have no claim against the Bank for making such payment.
 9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at Delhi.
 10. The Bank has the power to issue this Guarantee in favour of the Nominated Authority. This guarantee will not be discharged due to the change in the constitution of the Bank.
 11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the Nominated Authority in writing.
 12. The Nominated Authority may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the President of India. The Nominated Authority may also assign this Guarantee in favour of the Governor of a State, with prior intimation to the Bank. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.

Dated the [day] day of [month] [year] for the Bank.



Allotment Agreement for Manoharpur and Dipside Manoharpur Coal Mine

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

(Signature)

(Name and Designation)

(Bank Stamp)



SCHEDULE G – WARRANTIES

1. INFORMATION

- 1.1. The information, provided to the Nominated Authority during the allotment process and any time thereafter, including but not limited to the information contained in this Agreement, by the Allottee is true, accurate and not misleading in any manner whatsoever.
- 1.2. Neither this Agreement nor any of the information and documents provided during the allotment process exercise contains any untrue statement of fact, or omits to state a material fact necessary to make the statements herein or therein not misleading. The documents provided to the Nominated Authority and/or its advisors during the conduct of the allotment process, are true and complete copies of such documents and none of the information provided to the Nominated Authority and/or its advisors during the allotment process was incorrect, inaccurate or misleading in any manner whatsoever.

2. AUTHORITY

- 2.1. The Allottee has full legal capacity to enter into this Agreement and to perform its obligations under it and has taken all action necessary to authorise such execution and delivery and the performance of such obligations.
- 2.2. This Agreement has been duly executed and delivered by the Allottee, and (assuming due authorisation, execution and delivery and performance by the Parties), constitutes a legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with the terms of the Agreement.
- 2.3. The Allottee has obtained requisite corporate authorisation, including passing of all necessary resolutions to execute this Agreement and carry out all transactions and actions contemplated under this Agreement and do all necessary acts incidental to this Agreement.
- 2.4. The execution and delivery of this Agreement by the Allottee and the performance of the obligations under it do not and shall not:
 - (a) conflict with or violate any provision of the memorandum of association or articles of association of the Allottee;
 - (b) require on the part of the Allottee, any filing with, or permission, authorisation, consent or approval of, any Governmental Authority;
 - (c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in favour of any party any right to terminate, modify, amend, or require any



notice, consent or waiver under, any contract or instrument to which the Allottee is party or by which it is bound or to which its assets are subject;

- (d) violate, conflict with or constitute a default under any Applicable Law, lien, lease, judgement, award, ordinance, order, writ, injunction, decree, statute, rule or regulation or any other restriction of any kind or character applicable to the Allottee or its properties or assets;

2.5. No person is entitled to any brokerage, finder's, or other similar fee or commission in connection with the transactions contemplated by this Agreement.

3. GENERAL

The Allottee

- (a) is a Government company duly organised, validly existing and in good standing under the laws of India;
- (b) meets all the Eligibility Conditions prescribed under the Ordinance read with the Rules and the Allotment Document;
- (c) has the financial standing and capacity to undertake mining operations at the Coal Mine in accordance with the Efficiency Parameters;
- (d) is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (e) there are no actions, suits, proceedings or investigations pending or to the Allottee's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute an event of default hereunder;
- (f) has neither violated or defaulted nor has knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Authority;
- (g) has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities;
- (h) except as set forth in any Mining Lease, all rights and interests of the Allottee in and to the Coal Mine shall pass to and vest in the relevant Governmental Authority on the date of termination or expiry hereof, free and clear of all Encumbrances without any further act or deed on the part of the Allottee or the Central Government;



- (i) no bribe or illegal gratification or any other illegal amount has been paid or will be paid in cash or kind by or on behalf of the Allottee to any Person to procure the rights granted hereunder; and
- (j) Without prejudice to any express provision contained in this Agreement, the Allottee acknowledges that prior to the execution of this Agreement, the Allottee has after a complete and careful examination made an independent evaluation of the Coal Mine and the information provided by the Nominated Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Allottee in the course of performance of its obligations hereunder. The Allottee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Nominated Authority and any Governmental Authority shall not be liable for the same in any manner whatsoever to the Allottee.



SCHEDULE H - ADDRESS FOR PROVIDING NOTICES

A. Notice to the Nominated Authority

Address	Nominated Authority, Ministry of Coal, World Trade Tower, Ground Floor, Barakhamba Lane, New Delhi - 110001
Telephone	011-23414136
Fax	011-23414136
E-mail (only for information)	nomauthority.moc@nic.in

With CC to the Central Government

Address	Ministry of Coal, Shastri Bhawan, New Delhi - 110001
Telephone	011-23073933
Fax	011-23381678
E-mail (only for information)	soca3.moc@nic.in

B. Notice to the Allottee

Address	Plot No. N-3/135, IRC Village, Nayapalli, Bhubaneswar, Odisha - 751015, India
Telephone	0674-2300478
Fax	0674-2303756
E-mail (only for information)	ocpltd@gmail.com

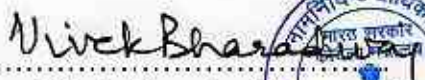


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorised representatives on the date and year written below, at New Delhi:


Signatories

The Nominated Authority

Odisha Coal and Power Limited


Name: Vivek Bharadwaj
Date: March 30, 2015




Name: Kshirod Chandra Brahmachari
Designation: General Manager (Mines) Odisha Coal and Power Ltd. Bhubaneswar
Date: March 30, 2015
Duly authorized to execute this Agreement pursuant to resolution passed by the board of directors of the Odisha Coal and Power Limited.



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 envisages 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 modified 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.

DETAILS TO BE FURNISHED IN THE MINING PLANS FOR COAL/LIGNITE BLOCKS**A. Cover Page**

The Cover page should contain the following information:

- (i) Name of the Mining Plan and Mine Closure Plan /Final Mine Closure Plan
- (ii) Indication, if it is a Modified Mining plan seeking approval under Rule 22E of MCR 1960, it should be marked as “**Modified Mining Plan with Modification No**” i.e. First Modification, Second Modification etc.
- (iii) Name of the Coal/Lignite Block area (Acre/Hectare/Sq. Km.)
- (iv) Name of the Coalfield and its location i.e. District and State
- (v) Name and address of the Applicant
- (vi) Targeted capacity
 - a. Rated capacity : ____ Mty)
 - b. Peak Capacity (@ 150% of the rated capacity) : in ____ Mty,
- (vii) Name of the **Qualified person/ Accredited Mining Plan preparing agency (MPPA)**preparing the mining plan with details

B. Index of Chapters of the Mining Plan (Including Mine Closure Plan) / Mine Closure Plan or Final Mine Closure Plan

<i>Sl No.</i>	<i>Chapters</i>	<i>Page No</i>
1	Checklist	
2	Project Information	
3	Exploration, Geology, Seam Sequence, Coal Quality and Reserve	
4	Mining	
5	Safety Management	
6	Infrastructure Facilities proposed and their Location	
7	Land Requirement	
8	Environment Management	
9	Progressive & Final Mine Closure Plan	

C. Index for List of Annexure**D. Index of List of Plans/ Drawing Attached enclosed as Plates****E. List of Abbreviations used.**

- (viii) All Plans must be colored distinctly with proper legends.

CHECKLIST

<i>Details</i>		(✓ / ✕)
	Expert-review Report	
Text	Project Information	
Text	Exploration, Geology, Seam Sequence, Coal Quality and Reserve	
Text	Mining	
Text	Safety Management	
Text	Infrastructure Facilities proposed and their Location	
Text	Land Requirement	
Text	Environment Management	
Text	Progressive & Final Mine Closure Plan	
Annexure	Copy of allotment order /Vesting order.	
Annexure	<p>Certificate of Qualified person/ Accredited Mining Plan preparing agency (MPPA) if the project area is confined within the vested/allotted block boundary/<u>existing mining lease</u> and</p> <p>Where the project area extends beyond the block boundary, a certificate of Qualified person/ Accredited Mining Plan preparing agency (MPPA) should be supported with a certificate of State Government mines and Geology department must be attached, which should specify (a) intent of the state government for grant of lease beyond the vested geological boundary/<u>existing mining lease</u>; (b) non-existence of Coal/ Lignite in the area beyond the vested/allotted geological block boundary/<u>existing mining lease</u> to rule out the issue of encroachment and use of coal bearing area (beyond the vested/allotted block boundary/<u>existing mining lease</u>) in the mining plan</p>	
Annexure	Approval of the Company Board	
Annexure	Copy of earlier approval of mining plan.	
Annexure	Plan / chart showing schedule of Implementation of Mine closure activities (progressive and final closure) with duration of important activities	
Annexure	Expert-Review Report carried out by an Accredited Mining Plan Preparing Agency (MPPA)	

2

<i>Details</i>		(✓ / ✕)
Annexure	Other document (if any)	
Plates	Location plan	
Plates	Plan certified by Qualified person/ Accredited Mining Plan preparing agency (MPPA) if the project area is confined within the vested/allotted block boundary/ <u>existing mining lease</u> and where the project area extends beyond the block boundary, a Plan certified by Qualified person/ Accredited Mining Plan preparing agency (MPPA) should be supported with a plan with cardinal co-ordinates duly certified by the Mines and Geology Department of the concerned State Government. Plan in support of Annexure - II	
Plates	Printed copy of the KML file superimposed in the recent (not older than one year from the base date) dated satellite Image duly certified by Accredited Agency should also be attached. Note: The soft copy of the KML file shall also be part of the Soft copy of the mining Plan.	
Plates	Cadastral plan showing approved block boundary vis-à-vis proposed/existing mining lease & Mine boundary superimposed over it in distinct color, showing land use and infrastructure etc..	
Plates	Geological plan showing all the boreholes drilled and proposed to be drilled showing allotted block boundary and required lease area	
Plates	Representative Graphic Litholog	
Plates	Surface Plan showing drainage system, Contour, preferably at 3m interval, location of BH (borehole)	
Plates	Conceptual plan showing infrastructure facilities including colony, boundary of mining area, mine entries, roads including road diversion alignment etc.	
Plates	Tentative land use plan showing land type (Govt., forest and tenancy land) with its data source	
Plates	Floor contour plan and seam folio plan, iso-grade plan	
Plates	Cross-section showing coal/lignite seam(s)	
Plates	Plan showing existing and proposed surface layout(s)	
Plates	Plan showing total coal thickness and overburden thickness and stripping ratio (in case of opencast (OC) Mines)	
Plates	Final stage quarry plan showing haul road alignment (in case of OC Mines)	

<i>Details</i>		(✓ / ✗)
Plates	Plan showing mode and location of entries and surface layouts (in case of underground (UG) Mines)	
Plates	Layout of the panel for each system (like Longwall, Continuous Miner, Bord& Pillar, road header etc.) should be given (in case of UG Mines)	
Plates	Layout of pillar extraction (in case of UG Mines)	
Plates	Support system (in case of UG Mines)	
Plates	Haulage and transport system (in case of UG Mines)	
Plates	Post mining land use plan	
Plates	Progressive mine closure plan/ stage plans	
Plates	Reclamation plan	

25

Chapter 1 : Project Information

	<i>Parameters</i>	<i>Details</i>
1.1	INTRODUCTION	
1.1.1	Name of Coal / Lignite Block	
1.1.2	Name of the Coalfield/ Lignite Field	
1.1.3	Base date of Mining Plan/ Mine Closure Plan	
1.1.4	Linked End Use Plant	
1.1.5	Distance of End use plant from the pit head of the project in "km"	
1.1.6	Mode of Coal Transport	

1.2 LOCATION, TOPOGRAPHY AND & COMMUNICATION

1.2.1	Location of coal deposit (District and State)	
1.2.2	Communication: PWD roads, railway lines, Air	
1.2.3	Availability of power supply, water etc.	
1.2.4	Prominent physiographic features, drainage pattern, natural water courses, rainfall data, highest flood level	
1.2.5	Important surface features within the project area and major diversion or shifting involved	

1.3 DETAILS OF THE ALLOTTMENT AGREEMENT

1.3.1	Name the Allottee	
1.3.2	Details of allotment/vesting order	
1.3.3	Name and address of the applicant	
1.3.4	Name of the Previous allottee of the Block	
1.3.5	Starting Date of the Mine as per CMDPA	
1.3.6	Rated Capacity as per CMDPA	
1.3.7	Production Schedule as per opening permission (meeting provisions of CMDPA if any)	
1.3.8	End Use of Coal/Lignite as	

	<i>Parameters</i>	<i>Details</i>																		
	per allotment order if any																			
1.3.9	Cardinal Points co-ordinates of the Block boundary	<table> <tr> <th>ID</th><th>Latitude</th><th>Longitude</th></tr> <tr> <td>1</td><td>° ' " N</td><td>° ' " E</td></tr> <tr> <td>2</td><td>° ' " N</td><td>° ' " E</td></tr> <tr> <td></td><td>° ' " N</td><td>° ' " E</td></tr> <tr> <td></td><td>° ' " N</td><td>° ' " E</td></tr> <tr> <td></td><td></td><td></td></tr> </table>	ID	Latitude	Longitude	1	° ' " N	° ' " E	2	° ' " N	° ' " E		° ' " N	° ' " E		° ' " N	° ' " E			
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1.4 DETAILS OF THE PREVIOUS APPROVAL OF MINING PLAN

DETAILS OF THE PREVIOUS APPROVAL OF MINING PLAN																											
1.4.1	Date of Approval																										
1.4.2	Conditions, if any																										
1.4.3	Scheduled year of start of production																										
1.4.4	Proposed year of achieving the targeted production																										
1.4.5	Date of actual commencement of mining operations, if operations already started																										
1.4.6	Likely date of mining operations, if operations not yet started & reasons for non-commencement of operations																										
1.4.7	Planned production and actual levels achieved in last 3 years (Coal in Mte, OB in MM³, SR in MM³/te)	<table><tr><th rowspan="2">Year</th><th colspan="2">Coal “Mte”</th><th rowspan="2">OB MM³</th><th rowspan="2">SR “MM³/te”</th></tr><tr><th>UG</th><th>OC</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Year	Coal “Mte”		OB MM ³	SR “MM ³ /te”	UG	OC																		
Year	Coal “Mte”			OB MM ³	SR “MM ³ /te”																						
	UG	OC																									
1.4.8	Statutory obligations vis-à-vis compliance status in a tabular form																										
1.4.9	Reasons for difference between the planned and actual production levels																										

1.5 PARAMETERS OF APPROVED MINING PLAN VIS-À-VIS PROPOSED MINING PLAN

		Approved Mining Plan	Proposed Mining Plan
1.5.1	Block Area in "Ha"		
1.5.2	Block Area Projectised "Ha"		
1.5.3	Lease area "Ha"		
1.5.4	Project Area "Ha"		
1.5.5	Life of the Project "Yrs"		
1.5.6	Minimum and Maximum Depth of working "m"		

16

	<i>Parameters</i>	<i>Details</i>	
1.5.7	Net Geological Block “Ha”		
1.5.8	Production Target “MTPA”		
1.5.9	Seams Available “As per GR”		
1.5.10	Seams not considered for Mining with Reasons		
1.5.11	Gross Geological Reserve “Mt”		
1.5.12	Net Geological Reserve “Mt”		
1.5.13	Blocked Reserve “Mt”		
1.5.14	Minable Reserve “Mt”		
1.5.15	Extractable Reserves “Mt”		
1.5.16	% of Extraction/ recovery		
1.5.17	Reserve Depleted (till the base date) Reserves “ Mt”		
1.5.18	Balance Extractable reserve “Mt”		
1.5.19	Average Grade		
1.5.20	OB in MM3		
1.5.21	SR MM3/te		
1.5.22	Mining Technology		
1.5.23	Coal Beneficiation envisaged		
1.5.24	Handling of Rejects		
1.5.25	Land use pattern “ Ha”		
1	Excavation Area		
2	Top Soil Dump		
3	External Dump		
4	Safety Zone		
5	Other Use		
6	Infrastructure area		
7	Green Belt		
8	Undisturbed Area		
	Total		
1.5.26	Reasons for revision		

18

Chapter 2 : Exploration, Geology, Seam Sequence, Coal Quality and Reserve

	Parameters	Details																			
2.1	DETAILS OF THE BLOCK																				
2.1.1	Particulars of adjacent blocks: North, South, East, West	North : South:	East: West:																		
2.1.2	Location of the Block District / State																				
2.1.3	Area of the Block “Ha”																				
2.1.4	Area of the geological block projectized “in Ha” (Area of the geological block considered for liquidation of coal reserve)																				
2.1.5	Balance area yet to be projectized “Ha”																				
2.1.6	Likely Reserve in the area yet to be projectized “Mte”																				
2.1.7	Cardinal Point Co-ordinates of the non-coal/lignite bearing area/ <u>existing mining lease</u> outside the allotted Geological Coal/Lignite block (Duly certified in line with para 1.9 of the Guideline, if fresh inning lease required)	<p><u>Cardinal Points Co-ordinates of the Proposed area outside the non-coal/lignite bearing area outside the allotted Geological Coal/Lignite block</u></p> <table><tr><th>ID</th><th>Latitude</th><th>Longitude</th></tr><tr><td>1</td><td>° ' " N</td><td>° ' " E</td></tr><tr><td>2</td><td>° ' " N</td><td>° ' " E</td></tr><tr><td></td><td>° ' " N</td><td>° ' " E</td></tr><tr><td></td><td>° ' " N</td><td>° ' " E</td></tr><tr><td></td><td></td><td></td></tr></table>		ID	Latitude	Longitude	1	° ' " N	° ' " E	2	° ' " N	° ' " E		° ' " N	° ' " E		° ' " N	° ' " E			
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2.1.8	<p>Certificate of Qualified person/ Accredited Mining Plan preparing agency (MPPA) if the project area is confined within the vested/allotted block boundary/<u>existing mining lease</u> and</p> <p>Where the project area extends beyond the block boundary, a certificate of Qualified person/ Accredited Mining Plan preparing agency (MPPA) should be supported with a certificate of State Government mines and Geology department must be attached, which should specify (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/<u>existing mining lease</u> to rule out the issue of encroachment and use of coal bearing area (beyond the vested/allotted block boundary/<u>existing mining lease</u>) in the mining plan</p> <p>The Project area, Lease area and geological block area in “Ha” shall also be envisaged.</p>	<p><u>Cardinal Points Co-ordinates of the Proposed LeaseArea considered in the Mining Plan</u></p> <table><tr><th>ID</th><th>Latitude</th><th>Longitude</th></tr><tr><td>1</td><td>° ' " N</td><td>° ' " E</td></tr><tr><td>2</td><td>° ' " N</td><td>° ' " E</td></tr><tr><td></td><td>° ' " N</td><td>° ' " E</td></tr><tr><td></td><td>° ' " N</td><td>° ' " E</td></tr><tr><td></td><td></td><td></td></tr></table> <p>Note: Certificate should be given on conceptual plan envisaged in the proposed mining plan depicting OB area, infrastructure locations and cardinal point co-ordinates of the lease area, block area, project area;</p> <p>In case the project boundary extends beyond the allotted geological block boundary/<u>existing mining lease</u> certificate of non-occurrence of coal should be clearly shown.</p> <p>Certificate should envisage that the Geo-reference Co-ordinates considered for preparation of Mining plan is in line with Vesting/allotment order and does not encroach</p>		ID	Latitude	Longitude	1	° ' " N	° ' " E	2	° ' " N	° ' " E		° ' " N	° ' " E		° ' " N	° ' " E			
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	<i>Parameters</i>	<i>Details</i>
		any other adjacent block, and non-coal bearing certificate of the area in case any proposed infrastructure or OB dump is outside the block area;
2.1.9	KML file of the Proposed lease area, Project Area and geological block.	<p>Note: Printed copy of the KML file superimposed in the recent (not older than one year from the base date) dated satellite Image duly certified by Accredited Agency should also be attached.</p> <p>Note: The soft copy of the KML file shall also be part of the Soft copy of the mining Plan.</p>
2.1.10	Whether the proposed project area is confined within the allotted block boundary/ existing mining lease , if not, the reason for deviation from allotted block boundary, may be given.	
2.1.11	If the project area extends outside the allotted block boundary/ existing mining lease , confirmation about non-occurrence of coal/lignite in the area under reference needs to be furnished	
2.1.12	Type of the Project (Operating / under Implementation) and year of Starting.	
2.2	EXPLORATION, GEOLOGY AND ASSESSMENT OF RESERVE	
2.2.1	Regional geological set up of the area, local geology, structure, stratigraphic sequence, characteristics of the litho-logical units (coal seams /partings/overburden).	(In Maximum 500 Words)
2.2.2	Local geology, Structure, Stratigraphic sequence, Characteristics of the litho-logical units (coal seams /partings/overburden).	(In Maximum 500 Words)
2.2.3	Geological Block Area “Ha”	
2.2.4	Status of Exploration of the block	
2.2.5	Area covered by ‘detailed’ exploration within the block (sq. km)	
2.2.6	Whether entire lease area has been covered by ‘detailed’ exploration.	
2.2.7	No. of boreholes drilled within the block	
2.2.8	Whether any further exploration/study is required or suggested and time frame in which it is to be completed	
2.2.9	Year wise future programme of exploration	
2.2.10	Overall borehole density within the block (no./ sq. km) approx	
2.2.11	No of Seams available as per GR (Geological Report)	
2.2.12	Seams not considered for Mining with Reasons	
2.2.13	Dip of the Seam	
2.2.14	Seam wise thickness, depth and reserve	

Chapter 3: Mining

	<i>Parameters</i>	<i>Details</i>
3.1	MINING METHOD	
3.1.1	Existing method of mining if the mine is under operation	
3.1.2	Proposed method of mining with justification on suitability of method of mining	<ul style="list-style-type: none"> • Seams to be worked, Choice of Mining Method and justification for Optimization of targeted capacity, sequence of mining, production scheduling, equipment configuration etc. • Behavior of coal roof & floor and support system for strata control including, Geo-technical investigations, rock mechanics study carried out already, if any, Scheme of mine development in tandem with production, transport and winding system in underground for coal and rock (if required) and personnel; Sources of stowing material (if applicable) • Brief description of all operation e.g. winning, transport, blasting, overburden removal and disposal, Life of the mine furnishing the assumptions made and the detailed computations • Location of Mine Opening: In case of opencast mines location of Access trench & reason for selection of site thereof the mining system (geometry and bench parameters and its sequence of development, along with a drawing) and quarry parameters (surface area, floor area), thickness range of each seam and parting, minimum and maximum depth. Quarry stage plans including OB dumps 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 subsequently, also indicating the volume of excavation for coal and OB, area of excavation volume of internal and external dump and the area, in hectare, for internal and external dumps and height. Seam wise calendar programme of excavation, timeframe for commencement of Backfilling & justification therefor. • In case of underground mining, number and location, length & depth of shafts, inclines, and other mode of entries to be shown in the plan, e.g. Shaft 1, Shaft -2 etc.), HFL of the area, gassiness of the seams, Technology tie-ups if any. • Seams to be worked, method of working, optimization of coal roof & floor and support system for strata control including, Geo-technical investigations, rock mechanics study carried out already, if any, Scheme of mine development in tandem with production, extent of working 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, (all stages may be marked in distinct color in the working plan of each seam), transport and winding system in underground for coal and rock (if required) and personnel; Sources of stowing material (if applicable). • Adequacy of ventilation system taking into account the

	Parameters	Details																																																						
		development works with supporting calculations, specifications of Main Mechanical Ventilator, blasting requirements and requirement of explosives, pumping requirements and standby arrangements. (In Maximum 2000 Words)																																																						
3.1.3	Coal production capacity proposed "Mtpa"																																																							
3.1.4	Justification for optimization Coal production capacity	(In Maximum 500 Words)																																																						
3.1.5	Calendar year from which the production will start																																																							
3.1.6	Year of Achieving rated production																																																							
3.1.7	Tentative Coal production Plan "MT"																																																							
	<table border="1"> <thead> <tr> <th colspan="2">Year</th> <th colspan="3">Coal Production Schedule</th> <th rowspan="2">OB "MM3"</th> <th rowspan="2">SR</th> </tr> <tr> <th>Year of Operation</th> <th>Calendar Year</th> <th>UG</th> <th>OC</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td colspan="2">Up to 31.03.2019</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-1</td> <td>2019-20</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-5</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Year		Coal Production Schedule			OB "MM3"	SR	Year of Operation	Calendar Year	UG	OC	Total	Up to 31.03.2019							Y-1	2019-20						Y-2							Y-3							Y-4							Y-5						
Year		Coal Production Schedule			OB "MM3"	SR																																																		
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Y-4																																																								
Y-5																																																								
	Note: Calendar Plan / Production Plan for the entire life of the mine.																																																							
3.1.8	Rated Capacity "Mtpa"																																																							
	- By OC																																																							
	- By UG																																																							
	- Overall																																																							
3.1.9	Life of the mine: "Years"																																																							
	- By OC																																																							
	- By UG																																																							
	- Overall																																																							
3.1.10	Whether the proposed external OB dump site is coal/ lignite bearing: If so, whether coal/lignite below waste disposal area is extractable.																																																							
3.1.11	Whether negative proving for coal / lignite in the proposed site for OB dump/ infrastructure has been done.																																																							
3.1.12	Results of any investigation carried out for scientific mining, conservation of minerals and protection of																																																							

	<i>Parameters</i>	<i>Details</i>
	environment; future proposals.	
3.1.13	Type of Equipment/ HEMM proposed	

16

Chapter 4 : Safety Management

	<i>Parameters</i>	<i>Details</i>
4.1	Safety Management	
4.1.1	<p>Important safety aspects: Major Risks and uncertainties to the project viz. Proximity to river, adjacent working, geo-mining disturbances, slope stability and remedial measures suggested.</p> <p>It should also include proposed overall slope of the quarry and OB dump, dump height, strata control, fire and spontaneous heating, gas monitoring, disaster management, danger from inrush of water etc.</p>	(In Max 500 Words)
4.1.2	A Commitment from the Company Board that entire mining operation will be carried out as per the Statutory provision given under Mines Act 1952, Coal Mine Regulation 2017 and & wherever specific permission will be required the company will approach the concerned authorities.	(To be furnished as a Part of Annexure)

25

Chapter 5 : Infrastructure Facilities

	<i>Parameters</i>	<i>Details</i>
5.1	Mine infrastructure required e.g. Equipment maintenance planning, Office buildings, Workshop, Power supply arrangement, Water supply etc.	<p style="text-align: center;">(Tabular Form) (Location to be shown in Conceptual Plan/Plates)</p>
5.2.	Power supply & illumination.	<p style="text-align: center;">(Max 500 Words) (Location to be shown in Plates)</p>
5.3	Drainage & Pumping : Assessment of Volume of Water for Pumping, Pumping Capacity and Pump Selection	<p style="text-align: center;">(Max 500 Words) (Location to be shown in Plates)</p>
5.4	Coal Handling Arrangement: Brief detail of the CHP/ Mode of Dispatch, Coal quality and Coal staking and handling arrangement	<p style="text-align: center;">(Max 500 Words) (Location to be shown in Plates)</p>
5.5	Coal washing and the proposed handling/disposal of rejects.	<p style="text-align: center;">(Max 500 Words) (Location to be shown in Plates)</p> <p>Annual Raw coal Feed plan and product with reduction in ash% from feed to product must be furnished in a tabular form</p>



Chapter 6 : Land Requirement

	Parameters	Details																																									
6.1	LAND REQUIREMENT																																										
6.1.1	Total Land requirement for the mine in “Ha”	Break up of pre-mining land type (indicative) and source of data.																																									
		<table><tr><td colspan="2">Land Type</td><td>Area</td></tr><tr><td rowspan="7">Tenancy</td><td>Agricultural</td><td></td></tr><tr><td>Township</td><td></td></tr><tr><td>Grazing</td><td></td></tr><tr><td>Barren</td><td></td></tr><tr><td>Water Bodies</td><td></td></tr><tr><td>Road</td><td></td></tr><tr><td>Community/other use</td><td></td></tr><tr><td rowspan="4">Govt Non Forest</td><td>Agricultural</td><td></td></tr><tr><td>Township</td><td></td></tr><tr><td>Grazing</td><td></td></tr><tr><td>Barren/other use</td><td></td></tr><tr><td rowspan="3">Forest</td><td>Reserve</td><td></td></tr><tr><td>Protected</td><td></td></tr><tr><td></td><td></td></tr><tr><td>FreeHold</td><td></td><td></td></tr><tr><td>Total</td><td></td><td></td></tr></table>		Land Type		Area	Tenancy	Agricultural		Township		Grazing		Barren		Water Bodies		Road		Community/other use		Govt Non Forest	Agricultural		Township		Grazing		Barren/other use		Forest	Reserve		Protected				FreeHold			Total		
		Land Type		Area																																							
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Forest	Reserve																																										
	Protected																																										
FreeHold																																											
Total																																											
During mining Land use details:																																											
6.1.2	Type	Land use (Proposed)	Land Use (End of Life)	Land Use (Post Closure)																																							
				Agricul tural land	Plant ation	Water Body	Public/ Company Use	Forest Land (Returned)	Undist urbed	Total																																	
	Excavation Area																																										
	Backfilled Area																																										
	Excavated Void																																										
	Without plantation																																										
	Top Soil Dump																																										
	External Dump																																										
	Safety Zone																																										
	Haul Road between quarries																																										
	Road diversion																																										
	Diversion/ below River/Nala/canal																																										
	Settling pond																																										
	Road & Infrastructure area																																										
	Rationalization area																																										
	Garland drains																																										
	Embankment																																										

<i>Parameters</i>		<i>Details</i>							
	Green Belt								
	Water Reservoir near pit								
	UG entry								
	Undisturbed/ Mining right for UG								
	Resettlement								
	Pit head power plant								
	Water harvesting								
	Agricultural land								
	Total								
6.1.3	Surface features over the block area								
6.1.4	No. of villages/Houses to be shifted								
6.1.5	Population to be affected by the project								
6.1.6	Proposed Rehabilitation programme								
6.2	DETAILS OF LEASE								
6.2.1	Status of Lease								
6.2.2	Existing Lease Area "Ha"								
6.2.3	Period for which Mining Lease has been granted/is to be renewed/ is to be applied for.								
6.2.4	Date of expiry of earlier Mining Lease, if any								
6.2.5	Whether the lease boundary/ required boundary is same as mentioned in the allotment order								
6.2.6	Lease Area (applied/ required) as per the Mining Plan under consideration (Ha)								
6.2.7	Whether the applied lease area falls within the allotted block								
6.2.8	Area (Ha) of lease which falls outside the delineated Block Boundary/Existing Mining Lease								
6.2.9	Details of outside area:								
	<input type="checkbox"/> Whether forms part of any other coal block								
	<input type="checkbox"/> Whether it contains any coal/lignite reserves								
	<input type="checkbox"/> Purpose for which it is								

	<i>Parameters</i>	<i>Details</i>
	required, e.g. roads/ OB dumps/ service buildings/ colony/ safety zone/ others (specify)	
6.2.10	Whether some part(s) of the allotted block has not been applied for mining lease.	
	- Total area in Ha of such part(s).	
	- Total reserves in such part(s). (Mt)	
	- Brief reasoning for leaving such part(s)	

26

Chapter 7 : Environmental Management

	<i>Parameters</i>	<i>Details</i>
7	ENVIRONMENTAL MANANGEMENT	
7.1	Commitment from the project proponent that the company will comply Environment and Forest Condition stipulated in the respective clearances	

Re

Chapter 8 : Progressive & Final Mine Closure Plan

	Parameters		Details							
8.1	Land Degradation and restoration Schedule									
8.1.1	Tentative Land Degradation and Technical Reclamation (Commutative Area "Ha")									
	Year/Stage (Life of the mine plus post closure period)		Land Degraded				Technically Reclaimed Area			
			Excav	Dump (Extn + Top Soil)	Infra/ others	Total	Backfill	Dump (Extn + Top Soil)	Others	Total
	Up to Base year *									
	Y-1	19-20								
	Y-3	21-22								
	Y-5	23-24								
	Y-10	28-29								
	Y-15	33-34								
	Y-20									
	Y-25									
	Y-30									
	Y-33*									
	Post Closure									
	Y-36									
* - Considering Base year i.e. 2018-19 and life of 33 years in this case										
Note: For the purpose of preparation of Stage plan and action plan for restoration and assessment of life of mine and escrow account, the year in which any activity over the proposed land is envisaged, should be considered as 1 st year i.e First year of development.										
Stages of reclamation and restoration of land should be given for 1 st , 3 rd , 5 th and subsequently every five year for the entire life of the project and for 3 years post closure.										
8.1.2	Tentative Biological Reclamation (Cumulative in “Ha”)									
	Year/Stage (Life of the mine plus post closure period)		Biologically Reclaimed Area					Forest land (Return)	Un Disturbed/ To be left for Public/com Use	Total
			Agriculture	Plantation	Water Body	Public/ Company Use	Total			
	Up to Base year *									
	Y-1	19-20								
	Y-3	21-22								
	Y-5	23-24								
	Y-10	28-29								
	Y-15	33-34								
	Y-20									

		Parameters			Details																																																																																																																																																														
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8.2	Post Closure Water Quality management:				<p align="center">(Max 200 Words)</p> <p>(Existing water bodies available in the lease hold area; Measures to be taken for protection of the same including control of erosion, sedimentation, siltation, water treatment, diversion of water course if any; Measures for protection of contamination of ground water from leaching etc;)</p>																																																																																																																																																														
8.3	Post Closure Air Quality management				<p align="center">(Max 200 Words)</p>																																																																																																																																																														
8.4	<p>Waste Management (Figures in MM3) (Tentative)</p> <table border="1"> <thead> <tr> <th colspan="2" rowspan="2">Year/Stage (Life of the mine plus post closure period)</th> <th colspan="3">OB Removal (Cumulative)</th> <th colspan="2">External Dump (Cumulative)</th> <th colspan="2">Internal Backfilling (Cumulative)</th> <th colspan="2">Embankment (Cumulative)</th> </tr> <tr> <th>Top Soil</th> <th>OB</th> <th>Total</th> <th>Top Soil</th> <th>OB</th> <th>Top Soil</th> <th>OB</th> <th>Top Soil</th> <th>OB</th> </tr> </thead> <tbody> <tr> <td colspan="2">Up to Base year *</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-1</td> <td>19-20</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-3</td> <td>21-22</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-5</td> <td>23-24</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-10</td> <td>28-29</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-15</td> <td>33-34</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-20</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-25</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-30</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-33*</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Post Closure</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Y-36</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>* - Considering Base year i.e. 2018-19 and life of 33 years in this case</p> <p>Stages at 1st, 3rd, 5th and subsequently every five year for the entire life of the project and for 3 years post closure</p>											Year/Stage (Life of the mine plus post closure period)		OB Removal (Cumulative)			External Dump (Cumulative)		Internal Backfilling (Cumulative)		Embankment (Cumulative)		Top Soil	OB	Total	Top Soil	OB	Top Soil	OB	Top Soil	OB	Up to Base year *											Y-1	19-20										Y-3	21-22										Y-5	23-24										Y-10	28-29										Y-15	33-34										Y-20											Y-25											Y-30											Y-33*											Post Closure											Y-36										
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Y-36																																																																																																																																																																			

16

	Parameters		Details					
8.5	Top Soil Management – (Including Action plan for Top Soil management) (Tentative)							
	(All Figures are Cumulative and in MM3)							
	Year/Stage (Life of the mine plus post closure period)		Top Soil Removal Plan	Top Soil Used				
				Spreading Over Embankment	Spreading over Backfill area	Spreading over External OB Dump area	Used in Green Belt area	Total Utilised
	Up to Base year *							
	Y-1	19-20						
	Y-3	21-22						
	Y-5	23-24						
	Y-10	28-29						
	Y-15	33-34						
	Y-20							
	Y-25							
	Y-30							
	Y-33*							
	Post Closure							
Y-36								
Stages at 1 st , 3 rd , 5 th and subsequently every five year for the entire life of the project and for 3 years post closure								
8.6	Management of Coal Rejects.		(Max 150 Words)					
			Proposal regarding future maintenance and dismantling of structures, slurry pond and rejects					
8.7	Restoration of Land used for Infrastructure		(Infrastructure to be retained and to be dismantled are to be presented in a tabular form envisaging measures to be taken for their physical stability and maintenance for the retained infrastructure facilities)					
8.8	Disposal of Mining Machinery							
8.9	Safety & Security		Measures to be implemented to prevent access to surface opening for underground working, excavation etc					
8.10	Abandonment Cost and Financial Assurance							
8.10.1	Abandonment Cost: Cost of Activities to be taken up for closure of the mine							

Parameters		Details			
Head		Unit	Quantity	Rate Rs/Unit	Amount "Rs. Cr"
Progressive closure	Water quality management	LS			
	Air quality management	LS			
	Waste Management	M Cum			
	Barbed wire fencing around dump	m			
	Barbed wire fencing around the Pit	m			
	Filling of Void - Rehanging of Crown Dump	MM3			
	Top Soil management	MM3			
	Technical and Biological Reclamation of Mined out of land and OB Dump	Ha.			
	Plantation over virgin area including green belt	Ha			
	Manpower Cost and supervision				
	Toe Wall around the dump	m			
	Garland drain	m			
	Garland Drain around the dump	m			
	Any other Activity				
Dismantling of Infrastructure & Disposal/ rehabilitation of Mining machinery	Dismantling of workshop	LS			
	Rehabilitation of the dismantled Facilities	LS			
	Dismantling of pumps and Pipes/ other facilities	LS			
	Dismantling of stowing bunker, provisioning of pumps for borewell pumping arrangement				
	Dismantling of UG equipment				
	Rearranging water pipeline to dump top park/ Agricultural land	LS			
Safety and security	Dismantling of Power lines				
	Barbed wire fencing around dump				
	Barbed wire fencing around the Pit	m			
	Barbed wire fencing with masonry pillars				
	Concrete wall with Masonary pillars around the pit	m			
	Securing air shaft and installation of borewell pump				
	Securing of Incline				
	Concrete wall fencing around the water body				
	Boundary wall around the water body				
	Stabilisation(viz benching, pitching etc) of side walls of the water body				
	Toe Wall around the dump				
Technical and Biological Reclamation of Mined out of land and OB Dump	Garland drain				
	Garland Drain around the dump				
	Drainage Channel from main Ob dump				
	Filling of Void	Ha			
	Top Soil management	MM3			
	OB Rehanging for backfilling	MM3			
	Terracing, blanketing with soil and vegetation of External OB Dump	Ha			
	Peripheral road, gates, view point, cemented steps on bank				
Post Closure management and supervision	Expenditure on development of Agricultural land				
	Landscaping and Plantation	LS			
	Power Cost	LS			
	Post Mining Water quality management	LS			
	Post Mining Air quality management	LS			
	Subsidence monitoring for 5 years	LS			
	Waste Management	LS			
	Manpower Cost and supervision	LS			
Others	Enterprenuership development (vocational/skill development training for sustainable income of affected people				
	Golden Handshake / Retrenchment benefits to 100 employees of OC				
	Golden Handshake / Retrenchment benefits to 200 employees of UG				
	Onetime financial grant to societies / institutions /organisations which is dependent upon the project,				
	Provide jobs in other mines of the company				
	Continuation of other services like running of schools etc.				
Total					

	Parameters	Details			
8.10.2	Financial Assurance : Amount to be deposited in Escrow account as a security against the mine activities to be carried out for the closure of the mine				
	WPI as on	Apr-19		121.10	
	WPI as on base date *	Apr-19		121.10	
	Escalation rate of Closure cost			1.00	
		UG	OC		
	Base Rate of Closure Cost "Rs. Crs./Ha"	0.015	0.09		
	Closure Cost "Rs. Crs./Ha"	0.015	0.09		
	Project Area	1000.00	885.53		
	Amount to be deposited into Escrow Account "Rs. in Crs"	15.00	79.70		
	Amount already deposited into Escrow Account "Rs. in Crs"	5.00	8.87		
	Net Amount to be deposited into Escrow Account "Rs. in Crs"	10.00	70.83		
	Rate of compounding of Annual Closure Cost		5.00%		
	Balance Life of the project "in Yrs"	10	33		
	Annual Closure Cost	1.000	2.146		
	in Crs"		184.42		
	* - Base date considered in the example is 01.04.2019 and the life of the OC mine considered is 33 years and UG mine considered is 10 years. Rs. 8.87 and RS 5.0 crs have been deposited in escrow account for OC and UG mine respectively.				

18

ANNEXURES

	<i>Parameters</i>	<i>Details</i>	
I	Copy of allotment order /Vesting order.	Mandatory Document	Annexure - I
II	<p>Certificate of Qualified person (QP) / Accredited Mining Plan preparing agency (MPPA) if the project area is confined within the vested/allotted block boundary <u>/existing mining lease area</u></p> <p>Where the project area extends beyond the block boundary, a certificate of Qualified person (QP)/ Accredited Mining Plan preparing agency (MPPA) should be supported with a certificate of State Government mines and Geology department must be attached, which should specify (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 <u>/existing mining lease</u> to rule out the issue of encroachment and use of coal bearing area (beyond the vested/allotted block boundary <u>/existing mining lease</u>) in the mining plan</p>	<p>Mandatory Document</p> <p>Note: Certificate should be given on conceptual plan envisaged in the proposed mining plan depicting OB area, infrastructure locations and geo-reference co-ordinates of the lease area, block area, project area;</p> <p>In case the project boundary extends beyond the allotted geological block boundary certificate of non-occurrence of coal should be clearly shown.</p> <p>Certificate should envisage that the Cardinal Point Co-ordinates considered for preparation of Mining plan is in line with Vesting/allotment order and does not encroach any other adjacent block, and non-coal bearing certificate of the area in case any proposed infrastructure or OB dump is outside the block area;</p> <p>The Project area, Lease area and geological block area in “Ha” shall also be envisaged.</p>	Annexure - II
III	Approval of the Company Board Approval: ,	<p>Mandatory Document</p> <p>Board approval must Specify:</p> <ul style="list-style-type: none"> • Approvals of Mining Plan form the Board of the company giving undertaking for correctness of data used in preparation of Mining Plan; • Details of the Qualified person (QP)/ Accredited Mining Plan preparing agency (MPPA) with certification that the eligibility of Qualified person/ 	Annexure - III



	<i>Parameters</i>	<i>Details</i>
		<p>Accredited Mining Plan preparing agency has been verified.</p> <ul style="list-style-type: none"> • Acceptance of the Mining Plan by the company board with recommendation for approval; • Undertaking that the mine will be developed as per the approval of the mining plan from Ministry of coal and all other approvals, as required will be obtained from relevant authorities • Commitment that entire mining operation will be carried out as per the Statutory provision given under Mines Act 1952, Coal Mine Regulation 2017, EP Act 1986 and FC Act 1980 and & wherever specific permission will be required the company will approach the concerned authorities. • Financial Assurance for implementation • Undertaking that the reclamation & rehabilitation work shall be carried out in accordance with the approved Mine Closure Plan and any modification /amendments which may be made in the mine Closure Plan by Ministry of Coal, from time to time. • Undertaking that the protective measures contained in the mine closure plan including reclamation and rehabilitation works will be carried out in accordance with the approved mine closure plan and final mine closure plan and undertake to submit a yearly report before 1st July of every year to the Coal Controller setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved mine closure plans (Progressive and Final Closure; • Undertaking that they will obtain a mine closure certificate from Coal Controller to the effect that the protective, reclamation and rehabilitation works carried out in accordance with the approved mine

	<i>Parameters</i>	<i>Details</i>	
		closure plan/final mine closure plan and will surrender the reclaimed land to the State Government concerned.	
IV	Copy of earlier approval of mining plan.	Mandatory Document	Annexure - IV
V	Plan / chart showing schedule of Implementation of Mine closure activities (progressive and final closure) with duration of important activities	Mandatory Document	Annexure - V
VI	Non-refundable Application Fee	Proof of the payment	Annexure - VI
VII	Expert-Review Report	Carried out by Accredited Mining Plan Preparing Agency (MPPA)	Annexure - VII
VIII	Other document (if any)		Annexure - ...

16

PLANS/ PLATES

I	Location plan	
II	<p>Plan certified by Qualified person (QP) / Accredited Mining Plan preparing agency (MPPA) if the project area is confined within the vested/allotted block boundary and</p> <p>Where the project area extends beyond the block boundary, a Plan certified by Qualified person (QP) / Accredited Mining Plan preparing agency (MPPA) should be supported with a plan with cardinal point co-ordinates duly certified by the State Government mines and Geology department.</p> <p>Plan in support of Annexure - II</p>	<p>Plan in support of Annexure - II</p> <p>Note: Certificate should be given on conceptual plan envisaged in the proposed mining plan depicting OB area, infrastructure locations and cardinal Point co-ordinates of the lease area, block area, project area;</p> <p>In case the project boundary extends beyond the allotted geological block boundary certificate of non-occurrence of coal should be clearly shown.</p> <p>Certificate should envisage that the cardinal point Co-ordinates considered for preparation of Mining plan is in line with Vesting/allotment order and does not encroach any other adjacent block, and non-coal bearing certificate of the area in case any proposed infrastructure or OB dump is outside the block area;</p>
III	KML file of the Proposed lease area, Project Area and geological block.	<p>Note: A printed copy of the KML file superimposed in the recent (not older than one year from the base date) dated satellite Image duly certified by Accredited Agency should also be attached.</p> <p>The soft copy of the KML file shall also be part of the Soft copy of the mining Plan.</p>
IV	Cadastral plan showing approved block boundary vis-à-vis proposed/existing mining lease & Mine boundary superimposed over it in distinct color, showing land use and infrastructure etc.	
V	Geological plan showing all the boreholes drilled and proposed to be drilled showing allotted block boundary and required lease area	
VI	Graphic Litholog	
VII	Surface Plan showing drainage system, Contour, at minimum 3m interval, location of BH	
VIII	Conceptual plan showing infrastructure facilities including colony, boundary of mining area, mine entries, roads including road diversion alignment etc	
IX	Tentative land use plan showing land type (Govt., forest and tenancy land)	



	with its data source				
X	Floor contour plan and seam folio plan, ISO-grade plan	Seam	Floor Contour	Seam Folio	
XI	X-section showing coal/Lignite seams				
XII	Plan showing existing and proposed surface layout				
	OPENCAST (OC) MINES				
XIII	Plan showing total coal thickness and overburden thickness and stripping ratio	OC			
XIV	Final stage quarry plan showing haul road alignment	OC			
	UNDER GROUND (UG) MINES				
XV	Plan showing mode and location of entries and surface layouts	UG			
XVI	Layout of the panel for each system (like Longwall, Continuous Miner, Bord & Pillar, road header etc.)	UG			
XVII	Layout of pillar extraction	UG			
XVIII	Support system	UG			
XIX	Haulage and transport system	UG			

CLOSURE PLAN

CLOSURE PLAN				
XX	Post mining land use plan			
XXI	Progressive mine closure plan/ stage plan indicating stages at 1st,3rd, 5th, year of achieving rated capacity of the mine and end of life (showing area, volume, dump height etc. for OC and seam-wise layout projects and ventilation system in UG)	Year	Plate No	
		1st		
		3rd		
		5th		
		PRC		
		End of Life		
XXII	Reclamation plan			



F. No. 34011/28/2019-CPAM
Government of India
Ministry of Coal

Shastri Bhawan, New Delhi
The 29th May 2020

Office Memorandum

Subject: Non-refundable application fee for approval of the mining plan or any modification in the mining plan.

Undersigned is directed to state that the mining plan or any modification in the mining plan submitted for approval in pursuance of clause (b) of sub-section (2) of section 5 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) read with rule 22B of the Mineral Concession Rules, 1960, shall be accompanied with a non-refundable application fee of Rs.25,000 /- (Rupees Twenty Five Thousand only) per square kilometer, or part thereof for the project area specified in the mining plan.

The non-refundable fee shall be deposited in the Consolidated Fund of India, in the Head of Account: 08030080000000 (other receipts). The deposit is to be made through Bharatkosh portal.

This order shall come into force with immediate effect from the date of notification of the Mineral Concession (Amendment) Rules, 2020.



(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.

- Quality Manager
- Electrical Maintenance Manager
- Mechanical Maintenance Manager
- Safety Manager (FCC(Coal))
- Security Manager
- Second class mine managers
- Overmen
- Foremen
- Electrical Supervisors
- Mining Sirdars

J. LABOUR

The Mine Operator shall assure that all labour and employees used for the Mining Services shall be properly trained and qualified labour and craft persons. The Mine Operator agrees to abide by the provisions and requirements of all applicable labour laws. The Mine Operator shall keep all required records. The Owner shall have the right to inspect all such records. The Mine Operator shall rectify any omissions or commissions relating to these records. The Mine Operator certifies all goods now in its possession or in the future furnished to the Owner pursuant to this Agreement, were and shall be produced in compliance with all applicable Indian labour laws.

The Mine Operator shall be obliged to obtain a license in accordance with terms of the Contract Labour (Regulation and Abolition) Act 1970 from the labour enforcement officer within whose jurisdiction the Site is located. The Mine Operator shall comply with all provisions of the said act / rules as well as the Payment of Wages Act, Minimum Wages Act, Workmen's Compensation Act, Contract Labour (Abolition & Regulation) Act, and Workmen's Health Insurance etc. Any action on the part of Mine Operator, which contravenes or violates any applicable labour laws/ rules, shall attract penalties thereof arising out of such violations that will be borne by the Mine Operator.

K. INDUSTRIAL RELATIONS

The Mine Operator is responsible to maintain harmonious relations with its employees. The Mine Operator shall consult with the Owner before taking any action which might impact on its coal production schedule or relationships with the Authority. The Mine Operator shall be exclusively responsible for any resulting disruptions or losses.

L. MINE CLOSURE ACTIVITIES

Executing concurrent mine closure, including reclamation of land and other required activities, according to the mine closure plan (forming part of the Mining Plan), environment clearance, EIA & EMP report and Applicable Laws. Mine Operator shall be responsible for progressive mine closure activities as per the Mining Plan and in accordance with Applicable Laws. Mine Operator shall have to comply with the requirements of the Coal Controller and other relevant Authorities from time to time.



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to enable Owner to claim maximum eligible refund, annually, from the Coal Controller. The Mine Operator shall submit to the Owner the annual financial statement of cost incurred towards progressive mine closure activities duly certified by National Environmental Engineering Research Institute (NEERI) or Central Mining Planning & Design Institute Limited (CMPDIL) or any other institute as may be notified by the Government for these purpose to an acceptable level by the Coal Controller.

M. POWER SUPPLY AND ARRANGEMENT

All the electrical installation shall be under the adequate supervision of electrical supervisors.

- (a) Owner will be providing a 33KV power supply source at CHP substation which is around 2Kms from Mine entry.
- (b) Mine Operator shall construct & maintain the distribution of power supply at its own cost as per requirement.
- (c) Arrangement of power including back up arrangement of appropriate capacity, if necessary during the Development Stage shall be made by Mine Operator at its own cost.
- (d) The Mine Operator shall make its own arrangements for backup power of appropriate capacity by procuring diesel generator sets to meet its operational requirement. The Mine Operator shall be responsible for operation and maintenance of diesel generator sets including arrangement of diesel and any capital replacement of diesel generator set, if required. It is clarified that the Mine Operator shall not be entitled to any time or cost relief from the Owner for short supply or inadequate supply of power by the relevant distribution licensee.
- (e) The Mine Operator shall maintain a power factor of 0.95 or more for the power being consumed by it. Any penalty on this account from distribution licensee/other Authority shall be borne by Mine Operator.

N. GENERAL SERVICE OBLIGATIONS

At all times during the Term, the Mine Operator must, in accordance with and to the standard of Good Industry Practices:

- (a) ensure best practical technical standards are met and maintained in all areas of the Site;
- (b) provide sufficient and technically competent employees and subcontractors and their employees to perform all Mining Services;



Item No.4 Commercial Operation Date (CoD) of Manoharpur Coal Mine (8 MTY)

Memorandum No. OCPL/643

The matter of CoD for Manoharpur Coal Mine (8 MTY) was deliberated in detail. Board was apprised that that three of the conditions for CoD, mentioned in approved Detail Project Report, 2019 of CMPDIL i.e. 30% of Peak Rated Capacity, Land acquisition for reaching 8 MTY coal production & sustainable coal evacuation arrangement has been complied. Proposal to re-schedule Commercial Operation Date (CoD) from 30-06-2021 to 30-09-2021 as delineated in the memorandum was discussed.

2



After detailed discussion Board approved to re-schedule the CoD from 30-06-2021 to 30-09-2021.



सत्यमेव जयते

File No.: J-11015/139/2008.IA.II(M)
Government of India
Ministry of Environment, Forest and Climate Change
IA Division



Dated 05/02/2024



To,

Shri Lella Ramachandra Reddy
 ODISHA COAL AND POWER LIMITED
 Odisha Coal and Power Limited, Zone A, Ground Floor, Fortune Towers, Chandrasekharpur,
 Bhubaneswar-751023, SUNDARGARH, ODISHA, Fortune Towers, 751023
 info@ocpl.org.in

Subject:

Grant of prior Environmental Clearance (EC) to Manoharpur and Dipside Manoharpur Coal Mine expansion Project (8 MTPA to 16 MTPA) with increase in project area from 977.875 to 1781.591 ha of M/s Odisha Coal and Power Limited located in Villages Manoharpur, Paramanandpur, Kathafali, Ghumudasan, Dulanga, Durubaga, Katarbaga, Laikera and Sarbahal Tehsil Hemgir District Sundargarh (Orissa)-reg

Sir/Madam,

This is in reference to your application submitted to MoEF&CC vide proposal number IA/OR/CMIN/451362/2023 dated 06/11/2023 for grant of prior Environmental Clearance (EC) to the project under the provision of the EIA Notification 2006-and as amended thereof.

2. The particulars of the proposal are as below :

(i) EC Identification No.	EC23A0101OR5425850N
(ii) File No.	J-11015/139/2008.IA.II(M)
(iii) Clearance Type	Mining EC Under 5 Ha
(iv) Category	A
(v) Project/Activity Included Schedule No.	1(a) Mining of minerals
(vi) Sector	Coal Mining
(vii) Name of Project	Manoharpur Opencast Coal Mine Project
(ix) Location of Project (District, State)	SUNDARGARH, ODISHA
(x) Issuing Authority	MoEF&CC
(xii) Applicability of General Conditions	No

3. The proposal is for Environment Clearance of Manoharpur and Dipside Manoharpur Coal Mine Project (Expansion of Manoharpur Coal Mine from 8 MTPA to 16 MTPA with increase in project area from 977.875 to 1781.591 ha of M/s Odisha Coal and Power Limited located in Villages Manoharpur, Paramanandpur, Kathafali, Ghumudasan, Dulanga,

Durubaga, Katarbaga, Laikera and Sarbahal Tehsil Hemgir District Sundargarh (Orissa).

4. Terms of Reference (TOR) for Manoharpur and dip side Manoharpur Coal Mine (Expansion of Manoharpur Coal Mine) of M/s Odisha Coal & Power Ltd., issued by Ministry of Environment, Forest and Climate Change vide letter no. J-11015/139/2008- IA-II(M) Pt. dated 29th April, 2020.

5. Public hearing for the project of 16 MTPA in a project area of 1848.379 ha was held on 23.03.2021 at village Kathafali, Gram Panchayat Durubaga, Tehsil Hemgir, Dist Sundargarh, Odisha under the Chairmanship of Addl. District Magistrate, Sundargarh. Major issues raised in the public hearing include blast vibration, deforestation, pollution control measures, Land Acquisition and R&R, employment opportunity, infrastructure development, etc.

6. Manoharpur and Dip-side Manoharpur coal blocks are contiguous blocks having common boundary. The Blocks were earlier allotted to Odisha Power Generation Corporation Ltd. (OPGC) in 2007 but in the year 2014, Hon'ble Supreme Court of India had cancelled 204 coal blocks allocated to different Companies/ Organisations including the Manoharpur and Dip-side of Manoharpur coal blocks of OPGC. OPGC had obtained Environmental Clearance for Manoharpur Coal block vide letter no. J-11015/139/2008-IA.II (M) dated 21.02.2014 for the project area of 977.875 ha with the production capacity of 8 MTPA. After cancellation of coal blocks, these two coal blocks have been allotted to OCPL in August, 2015 by Ministry of Coal for supply of coal exclusively to the power plants (4x660 MW) of OPGC. The Environmental Clearance granted to OPGC were transferred and vested in favor of OCPL by MoEF&CC vide letter dated 30.12.2015. Forest clearance (Stage-I & II) for 276.655 Ha of Manoharpur Coal Block has already been obtained from MoEF&CC vide letter no. F.No.8- 63/2011-FC dated 20.08.2014 by the prior allottee (OPGC) and the same as transferred and vested to OCPL by MoEF&CC (GoI) vide letter dated 30.11.2015. Manoharpur Coal Mine is in Operation since 2019.

7. Manoharpur coal block was explored and Dip-side Manoharpur coal block was unexplored at the time of allocation to OCPL by Ministry of Coal. Dip side block has later been explored in detail and continuation of occurrence of coal seams towards west upto the final block limit of the dip side of Manoharpur Block has been observed. Thus, in view of these and as suggested by Technical members of Standing Committee, MoC, a combined Mining Plan including Mine Closure Plan (Rev-III) has been prepared which was approved by MoC vide letter dated 26.09.2019 and subsequent corrigendum dated 1.10.2019 to carry out the mining operation in Manoharpur Coal block and subsequently in Dip side Manoharpur Block with the production capacity of 16 MTPA (PRC).

8. The project area is covered under Survey of India Toposheet No. F44 R13 and F44 R9 and is bound by the geographical coordinate's ranging from Latitude 21° 55' 52.168" to 21° 58' 16.871" N and Longitudes 83° 44' 41.287" to 83° 47' 42.750" E.

9. Coal linkage of the project is proposed for OPGC expansion power plant for unit 3 & 4 (2 x 660 MW) and unit 5 & 6 (2 x 660 MW) when it comes up. The surplus coal after meeting the EUP requirement will be sold / utilized as per the government directives and / or in accordance with the Clause no. 8 of Allotment Agreement and hence the surplus coal may be sold to any consumer from the pit head or nearest railway siding via road or road cum rail mode.

10. Project does not fall in any Critically Polluted Area (CPA), where the MoEF&CC's vide its OM dated 13th January, 2010 has imposed moratorium on grant of environment clearance. The project site is located at 5.2 km away from SPA Ib Valley as certified by Odisha SPCB vide their letter dated 20.11.2023. There are no National Parks, Wildlife Sanctuaries and Eco-Sensitive Zones falling within 10 km boundary of the project.

11. As per approved Mine Plan, total ML area is 1781.591 ha and for development of colony, 66.788 Ha (outside ML) is proposed with 9.439 ha of forest land. Total project area is 1848.379 Ha including ML area (1781.591) and outside ML (66.788 Ha). 618.644 ha of forest land has been reported to be involved in the project area. Approval under the Forest (Conservation) Act, 1980 for diversion of 276.655 ha of forest land for non-forestry purposes, Stage I and Stage II Forest Clearance has already been obtained vide letter no F.No.8-63/2011-FC dated 17.10.2012 and F.No.8-63/2011-FC dt. 20.08.2014, respectively. For the balance forest area i.e. 345.401 Ha was filed for diversion. On verification of land records by revenue & forest dept., the diversion proposal was submitted for an area of 342.87 ha, which has been appraised in FAC meeting held on 18.12.2023. Stage I FC for balance forest land (342.87 Ha) has been granted vide no 08-63/2011-FC Vol (I) dated 29.12.2023.

12. Total geological reserve reported in the mine lease area is 978.4706 MT and 664.239 MT are mineable reserve. Out of total mineable reserve of 664.239 MT, 636.309 MT are available for extraction. Percent of extraction is 65 %. Fourteen coal seams with thickness ranging from 4 m to 42 m are workable. Grade of coal is G14 (Major grade varies from G12-G15), stripping ratio 2.75:1, while gradient is 1:10. Method of mining operation is envisaged by opencast method. Life of mine is 44 years. The project has two OB dumps (OB dump-1 & 2) inside lease in an area of 269.510 ha with maximum height 90 m & 120 m and 15.42 Mm³ & 152.50 M³ of OB, respectively. Total quarry area is 1234.44 ha out of which back-filling will be done in 854.40 ha, 327.54 ha mine slope will be technically reclaimed while final mine void will be created in an area of 52.5 ha with a water body of depth of 180-410 m. During mine closure period upper tier of internal dump will be re-handled and brought back to the unfilled void area. Thus, the void depth will be reduced to 60-90 m (slopping towards dip side). The ground water level has been reported to be varying between 1.5 m to 10.45 m during pre-monsoon and between 0.5 m bgl to 8.30 m during post-monsoon. Total water requirement for the project is 3920 KLD (potable water 390 KLD & industrial water 3530 KLD). The industrial water requirement does not include around 1200 KLD of water provisioned for coal washery purpose, if washery is designed in future.

Land Use Details of Mine

The land usage pattern of the project is as follows:

Pre-mining land use details (Area in Ha):

Sl. No.	Classification of Land	Area Inside the ML	Area outside ML	Total
1	Agricultural Land	502.810	28.317	531.127
2	Forest Land	609.205	9.439	618.644
3	Grazing Land	67.221	0	67.221
4	Water Body	29.989	0	29.989
5	Settlement	18.47	0	18.47
6	Others (Barren Land)	553.896	29.032	582.928
		1781.591	66.788	1848.379

Post Mining:

Sl. No.	Land use during mining	Land Use (Post Closure)				Total
		Plantation	Water body	Public/ Company Use	Undisturbed Land	
1.	External Dump	269.51				269.51
1.	Top soil Dump	10.84				10.84
3.	Excavation Area	1181.94	52.5			1234.44
4.	Road	65.946		89.22		155.166
5.	Built up area					
6.	Green Belt	50.0				50.0
7.	Undisturbed/ Mining Right for UG				8.095	8.095
8.	Safety Zone/ Rationlisation area	16.00				16.00
9.	Diversion/ below river/ nala/ canal		5.36			5.36
10.	Water body (Water Reservoir near pit)		8.56			8.56
11.	Staff Colony	29.673		37.115		66.788
12.	Garland Drains		6.77			6.77
13.	Embankment	13.0		3.85		16.85
		1636.909	73.19	130.185	8.095	1848.379

13. Total cost of the project as on date is about Rs. 3472 Crores. Cost of production is Rs 620.74 per tonne @100% level of production. CSR cost will be 2% of the average profit of three years as per Companies Act, R&R cost is Rs. 215 crore.

Environment Management Cost is Rs. 31.84 crore (capital) and Rs 24.14 Crore per year (recurring). Permanent employment generation from the complete project is 205 (nos).

14. Above proposal for EC was considered by the EAC in the meeting held during 3-4 March 2022, 16-17th November, 2023 and 21-22 December, 2023. The EAC, after deliberating the instant proposal at a length and getting proper justification/reconciliation of Mine lease area, Mine plan area, Forest land & its clearances and clarification upon the SPA area and discussions, Committee advised the PP to restrict all Mining activity within the 1781.591 ha i.e. Mine Lease only. The area lying outside the ML area shall be managed separately by the PP for colony or other purposes. After detailed deliberations, EAC has **recommended** the proposal for grant of Environmental Clearance alongwith specific/standard EC conditions to Manoharpur and Dipside Manoharpur Coal Mine Project for enhancement in production capacity 8 MTPA to 16 MTPA with increase in Mine lease area from 977.875 to 1781.591 ha

15. The MoEF&CC has examined the proposal in accordance with the provisions contained in the Environment Impact Assessment (EIA) Notification, 2006 & further amendments thereto and based on the recommendations of the EAC hereby accords Environment Clearance for the instant proposal to M/s Odisha Coal and Power Limited for an expansion of Manoharpur and Dipside Manoharpur Coal Mine Project (8 MTPA to 16 MTPA) with increase in Mine lease area from 977.875 to 1781.591 ha located in Villages Manoharpur, Paramanandpur, Kathafali, Ghumudasan, Dulanga, Durubaga, Katarbaga, Laikera and Sarbahal Tehsil Hemgir District Sundargarh (Odisha), under the provisions of EIA Notification, 2006 and as amended thereof subject to compliance of the Specific and Standard EC conditions as given in **Annexure (1)**

16. The proponent shall obtain all necessary clearances/approvals that may be required before the start of the project. The Ministry or any other competent authority may stipulate any further condition for environmental protection. The Ministry or any other competent authority may stipulate any further condition for environmental protection.

17. The Environmental Clearance to the aforementioned project is under provisions of EIA Notification, 2006. It does not tantamount to approvals/consent/permissions etc. required to be obtained under any other Act/Rule/regulation. The Project Proponent is under obligation to obtain approvals /clearances under any other Acts/ Regulations or Statutes, as applicable, to the project.

18. The PP is under obligation to implement commitments made in the Environment Management Plan, which forms part of this EC.

19. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

20. The coal company/project proponent shall be liable to pay the compensation against the illegal mining, if any, and as raised by the respective State Governments at any point of time, in terms of the orders dated 2nd August, 2017 of Hon'ble Supreme Court in WP (Civil) No.114/2014 in the matter of 'Common Cause Vs Union of India & others. The concerned State Government shall ensure no mining operations to commence till the entire compensation for illegal mining, if any, is paid by the project proponent through their respective Department of Mining & Geology, in strict compliance of the judgment of Hon'ble Supreme Court.

21. This environmental clearance shall not be operational till such time the project proponent complies with the above said judgment of Hon'ble Supreme Court, as applicable, and other statutory requirements.

22. General Instructions:

- The project proponent shall prominently advertise it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days indicating that the project has been accorded environment clearance and the details of MoEF&CC website where it is displayed.
- The copies of the environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn must display the same for 30 days from the date of receipt.

- The project proponent shall have a well laid down environmental policy duly approved by the Board of Directors (in case of Company) or competent authority, duly prescribing standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental / forest / wildlife norms / conditions.
- Action plan for implementing EMP and environmental conditions along with responsibility matrix of the project proponent (during construction phase) and authorized entity mandated with compliance of conditions (during operational phase) shall be prepared. The year wise funds earmarked for environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Six monthly progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six-Monthly Compliance Report.
- Concealing factual data or submission of false/fabricated data may result in revocation of this environmental clearance and attract action under the provisions of Environment (Protection) Act, 1986.
- The Regional Office of this MoEF&CC shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information/monitoring reports.

23. This issue with an approval of the Competent Authority.

Copy To

1. The Secretary, Ministry of Coal, Shastri Bhawan, New Delhi
2. Monitoring File /Record File
3. The Additional Principal Chief Conservator of Forests, Regional office (EZ), Ministry of Environment & Forests, A-31, Chandrasekharpur, Bhubaneswar- 751023 (Odisha).
4. The Secretary, Department of Environment & Forests, Government of Orissa, Secretariat, Bhubaneswar (Odisha).
5. The Chairman, Central Ground Water Authority, Jamnagar House, 18/11, Man Singh Road Area, New Delhi, Delhi 110001
6. The Chairman, Odisha State Pollution Control Board, Parivesh Bhawan, A/118, Nilkanthanagar, Unit VIII, Bhubaneswar - 751012 (Odisha).
7. District Collector, Sundargarh Government of **Odisha**.

Annexure 1

Specific EC Conditions for (Mining Of Minerals)

1. Specific Conditions:

S. No	EC Conditions
1.1	<i>PP to install 1 continuous ambient air quality monitoring stations at suitable locations preferably village side with consultation of SPCB. The real time data so generated shall be uploaded on company website and linked it with website of CPCB & SPCB. In addition, data should also be displayed digitally at entry and exit gate of mine lease area for public display.</i>
1.2	<i>PP to maintain the transportation road properly to minimize the dust emission. PP to also develop pucca/concrete roads by seeking consent from the panchayat with widening of roads especially roads inter linking the villages within the study area of 10 km radius buffer zone.</i>

S. No	EC Conditions
1.3	<i>PP to monitor the water quality of the ground water and surface water body located within the core zone and 5 km radius from the periphery of the mine boundary as per procedure laid down by CPCB.</i>
1.4	<i>PP shall pay to farmers of agricultural land if there is any loss due to pollution found by concerned District Commissioner as per extent rules or norms.</i>
1.5	<i>PP to provide bio toilets to the villages located within the study areas within 1 year from the grant of this EC.</i>
1.6	<i>Persons of nearby villages shall be given training on livelihood and skill development to make them employable with its proper records.</i>
1.7	<i>PP to install solar lights along the road used for transportation of minerals to avoid the accidents at night and also seek its maintenance. PP is asked to also identify the rural areas for installation of solar light with its maintenance within the study area of 10 km radius buffer zone within one year.</i>
1.8	<i>PP shall conduct third party audit of compliance of EC condition at an interval six months and its report shall be submitted to IRO, MoEF&CC.</i>
1.9	<i>PP shall deploy atleast 20% of overall fleet of dumpers/trucks as electrical or CNG/LNG based dumpers/trucks for transportation of coal/OB etc.</i>
1.10	<i>PP shall obtain CTE/CTO from State Pollution Control Board for 16 MTPA of production capacity.</i>
1.11	<i>PP to implement the CHP, RLS and Merry Go Round (MGR) for 16 MTPA capacity before December, 2026 in time bound manner. Further, feasibility of implementing inpit conveyor system till CHP shall be explored for coal avoiding haul road movement and internal road transportation.</i>
1.12	<i>PP shall comply the partial/non-complied EC conditions highlighted by Ministry's Regional Office and submit its report within six months to IRO.</i>
1.13	<i>PP shall prepare land for grazing purpose and construction of additional water body of same area as in land use plan during pre-mining activity.</i>
1.14	<i>PP should re-handle the OB dump properly by incorporating the mitigation measures for air pollution with budgetary provision and explore the possibility of M-sand in order to re-utilize the OB dump.</i>
1.15	<i>Garia and Lapani stream/nallah shall not be diverted before 15 years. Subsequent changes shall be taken from MoEF&CC for amendment of this condition. All protection measures to protect the streams shall be implemented.</i>
1.16	<i>PP to implement EMP in view of the mining area lying very near to the IB valley declared as SPA in concurrence with state action plan.</i>
1.17	<i>PP shall limit the activities of mining in its mine lease area only i.e. with 1781.591 ha. No OB Dumping and infrastructure activity should be proposed and dumped on forest land.</i>

S. No	EC Conditions
1.18	<i>PP shall submit the status of progressive mine closure activity w.r.t. to ML area already reclaimed (biologically) and proposed area to be completed within 2-3 years.</i>
1.19	<i>PP should share the online data generated from CAAQMS in consultation with state pollution control Board to the CPCB/SPCB.</i>
1.20	<i>PP should strengthen the Environmental cell with qualification having environment engineer's/science degree and by developing dedicated environment laboratory within the Mine lease area within three months accordingly SPCB shall issue the CTO.</i>
1.21	<i>PP should strengthen the toe wall all along the OB dump alongwith the weep holes by cementing it.</i>
1.22	<i>PP shall implement the environmental mitigation plan for villages coming in the mine lease area till R&R is completed.</i>
1.23	<i>PP shall obtain No Objection Certificate from Central Ground Water Authority for extraction of ground water.</i>
1.24	<i>PP shall implement the activities-wise budget for Public Hearing (as mentioned on the para no. 7.3.1 of the EIA-EMP report) and Capital cost, recurring cost (as mentioned on the para no. 6.4.1 & para no 10.5 of the EIA-EMP report). The details of annual expenditure incurred shall be part of report to be submitted to IRO, MoEF&CC. PP needs to include the audited figures against the expenditure and activities to be monitored by through dedicated monitoring mechanism. The maintenance of all activities shall be covered through recurring cost of Public Hearing, and continued as a part of CSR budget.</i>
1.25	<i>PP shall monitor regularly water levels in open dug wells located in village and by establishing Piezometer to ascertain the impact of mining over ground water table and to plan mitigative measures to recharge the area.</i>
1.26	<i>PP shall implement Water distribution system in near villages. A proper water pipeline distribution network shall be devised to meet the demands of farmers related to irrigation and recharging of ponds, wherever required. The water treatment plant to meet the requirement with the start of production.</i>
1.27	<i>PP shall deposit the approved amount as proposed for wildlife conservation plan to the State Govt. Forest & Environment Dept. and further consult with State Biodiversity Authority for its CSR activity.</i>
1.28	<i>Sufficient nos. of fog cannons of atleast 40 mtrs throw shall be installed at coal storage yard, in nearby villages and along the transportation route. Main haul road in the mine shall be provided with permanent water sprinklers, and other roads shall be regularly wetted with water tankers fitted with sprinklers. Also PP shall install Mist Cannon Dust Suppression Systems (distance 80-100 mtrs.) at Coal Stock Yard to suppress the dust particles.</i>
1.29	<i>PP shall develop additional rain water harvesting pond (100 m, width will be 10 m and the depth will be 3 m) as proposed by PP near the villages of stated area in consultation with Gram Panchayat within 1 year. Also, Indicator aquatic species shall be planted in this water bodies to see the environmental quality. PP shall own water bodies/pond currently present in project area, maintain and regularly monitor the quality for its long term protection.</i>

S. No	EC Conditions
1.30	<i>PP shall maintain at least 10 mtrs width tree plantation of broad leaves and wind break/green-shield of about 10 mts height along the boundary of coal storage yard.</i>
1.31	<i>PP to plant additional 100,000 plants with three tier plantation along the transportation route, if not completed, and identified areas with consent to the gram panchayat within two year and plant for remaining within 2 years for their proper growth in additional already committed to plant to plantation in 10 ha of project area.</i>
1.32	<i>PP shall transport the coal by trucks of fleet size 35-40 tons (Payload) and no village road or sensitive location shall be used for transportation of coal.</i>
1.33	<i>PP shall follow the recommendation of subsidence study and monitor the degree of subsidence regularly and shall be submitted to IRO.</i>
1.34	<i>PP shall implement air pollution mitigation measures near the villages, located at coal storage yard within mine lease area.</i>
1.35	<i>PP should establish in house (at project site) environment laboratory for measurement of environment parameter with respect to air quality and water (surface and ground. A dedicated team to oversee environment management shall be setup which should comprise of Environment Engineers, Laboratory chemist and staff for monitoring of air, water quality parameters on routine basis. Any non- compliance or infringement should be reported to the concerned authority.</i>
1.36	<i>PP shall reduce the carbon footprint after sequestration of CO2. IRO will review the progress of CO2 sequestration. The process of sequestration of CO2 will include the planting trees, by "Developing carbon capture and storage (CCS) technologies" and implementation of renewable energy. Further, PP shall carry out enough plantation to ensure carbon sequestration lost due to deforestation and other fossil fuel based activities.</i>
1.37	<i>PP shall implement Effluent Treatment Plant for wastewater generated from workshop and Sewage Treatment Plan for its colony. No untreated water shall be discharged from mine boundaries to ponds/nallah/river.</i>

Standard EC Conditions for (Mining of minerals)

1. Statutory Compliance

S. No	EC Conditions
1.1	The project proponent shall obtain forest clearance under the provisions of Forest (Conservation) Act, 1986, in case of the diversion of forest land for non-forest purpose involved in the project.
1.2	The project proponent shall obtain clearance from the National Board for Wildlife, if applicable.
1.3	The project proponent shall prepare a Site-Specific Conservation Plan & Wildlife Management Plan and approved by the Chief Wildlife Warden. The recommendations of the approved Site-Specific Conservation Plan / Wildlife Management Plan shall be implemented in consultation with the State Forest Department. TThe implementation report shall be furnished along with the six-monthly

S. No	EC Conditions
	compliance report (in case of the presence of schedule-I species in the study area).
1.4	The project proponent shall obtain Consent to Establish / Operate under the provisions of Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 from the concerned State pollution Control Board/ Committee prior to start/commencement of mining operations/production
1.5	The project proponent shall obtain the necessary permission from the Central Ground Water Authority
1.6	Solid/hazardous waste generated in the mines needs to be addressed in accordance to the Solid Waste Management Rules, 2016/Hazardous & Other Waste Management Rules, 2016.
1.7	Permission of power supply to be taken from the concerned authority for meeting power demand of the project site.
1.8	The maximum production or peak production at any given time shall not exceed the limit as prescribed in the EC.
1.9	Validity of Environment Clearance is as per life of the mine mentioned in EC letter or 30 years as per EIA Notification, 2006 and its amendments therein
1.10	All the conditions stipulated in previous Environment Clearance conditions should be strictly complied within certain timeline

2. Air Quality Monitoring And Mitigation Measure

S. No	EC Conditions
2.1	Continuous ambient air quality monitoring stations as prescribed in the statute be established in the core zone as well as in the buffer zone for monitoring of pollutants, namely PM10, PM2.5, SO2 and NOx. Location of the stations shall be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets in consultation with the State Pollution Control Board. Online ambient air quality monitoring stations may also be installed in addition to the regular monitoring stations as per the requirement and/or in consultation with the SPCB. The new CAAQMS should be installed with expansion.
2.2	The Ambient Air Quality monitoring in the core zone shall be carried out to ensure the Coal Industry Standards notified vide GSR 742 (E) dated 25th September, 2000 and as amended from time to time by the Central Pollution Control Board. Data on ambient air quality and heavy metals such as Hg, As, Ni, Cd, Cr and other monitoring data shall be regularly reported to the Ministry/Regional Office and to the CPCB/SPCB.
2.3	Transportation of coal, to the extent, if permitted by road, shall be carried out by covered trucks/conveyors. Effective control measures such as regular water/mist sprinkling/rain gun/ Fog cannon etc shall be carried out in critical areas prone to air pollution (with higher values of PM10/PM2.5) such as haul road, loading/unloading and transfer points. Fugitive dust emissions from all sources shall be controlled regularly. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the Central/State Pollution Control Board.

S. No	EC Conditions
2.4	The transportation of coal shall be carried out as per the provisions and route envisaged in the approved Mining Plan or environment monitoring plan. Transportation of the coal through the existing road passing through any village shall be avoided. In case, it is proposed to construct a 'bypass' road, it should be so constructed so that the impact of sound, dust and accidents could be appropriately mitigated.
2.5	PP to install solar lights along the road used for transportation of coal to avoid the accidents at night and also seek its maintenance.
2.6	Vehicular emissions shall be kept under control and regularly monitored. All the vehicles engaged in mining and allied activities shall operate only after obtaining 'PUC' certificate from the authorized pollution testing centres.
2.7	Coal stock pile/crusher/feeder and breaker material transfer points shall invariably be provided with dust suppression system. Belt-conveyors shall be fully covered to avoid air borne dust. Side cladding all along the conveyor gantry should be made to avoid air borne dust. Drills shall be wet operated or fitted with dust extractors.
2.8	Coal handling plant shall be operated with effective control measures w.r.t. various environmental parameters. Environmental friendly sustainable technology should be implemented for mitigating such parameters.
2.9	Adequate measures on EMP should be analyzed on annual basis to assess the trend of air pollution data from continuous monitoring station and quarterly report shall be generated and submitted with 6 monthly compliance reports to RO, MoEF&CC.
2.10	Effective safeguard measures for prevention of dust generation and subsequent suppression like regular water sprinkling shall be carried out in areas prone to air pollution. The Fugitive dust emission from all sources shall be regularly controlled by installation of required equipment's. It should be ensured that air pollution level confirm to the standards prescribed by the MOEFCC/CPCB
2.11	Adequate number of Fog canon (mist sprayer) shall be installed to reduce the impact of air pollution at dust generating sources with time bound action plan.
2.12	PP should Install Wind breaker/shield arrangement along the railway siding for reducing the dust propagation in upwind direction.
2.13	Post environmental closure third party monitoring by reputed institutied in air quality, water, land & soil etc shall be carried out and analysed with EMP measures at regular interval. A suitable recommendation in this regard, shall be furnished to IRO, MoEF&CC for compliance. The data used for analysis shall be obtained from continuos AQMS, site specific water regime. Also third party shall analyses the implementation of river diversion, meeting to the requirement of project report.
2.14	Comparison of average monthly temperature of pre and post mine operation after obtaining EC shall be elaborated for post three years and a record to be maintain at regular interval.

3. Water Quality Monitoring And Mitigation Measures

S. No	EC Conditions
3.1	The effluent discharge (mine waste water, workshop effluent) shall be monitored in terms of the parameters notified under the Water Act, 1974 Coal Industry Standards vide GSR 742 (E) dated 25th September, 2000 and as amended from time to time by the Central Pollution Control Board.
3.2	The monitoring data shall be uploaded on the company's website and displayed at the project site at a suitable location. The circular No.J-20012/1/2006-IA.11 (M) dated 27th May, 2009 issued by Ministry of Environment, Forest and Climate Change shall also be referred in this regard for its compliance.
3.3	Regular monitoring of ground water level and quality shall be carried out in and around the mine lease area by establishing a network of existing wells and constructing new piezometers during the mining operations. The monitoring of ground water levels shall be carried out four times a year i.e. pre-monsoon, monsoon, post-monsoon and winter. The ground water quality shall be monitored once a year, and the data thus collected shall be sent regularly to MOEFCC/RO.
3.4	Monitoring of water quality upstream and downstream of river including ponds, lakes, tanks shall be carried out once in six months and record of monitoring data shall be maintained and submitted to the Ministry of Environment, Forest and Climate Change/Regional Office.
3.5	Ground water, excluding mine water, shall not be used for mining operations. Rainwater harvesting shall be implemented for conservation and augmentation of ground water resources.
3.6	Catch and/or garland drains and siltation ponds in adequate numbers and appropriate size shall be constructed around the mine working, coal heaps & OB dumps to prevent run off of water and flow of sediments directly into the river and water bodies. Further, dump material shall be properly consolidated/ compacted and accumulation of water over dumps shall be avoided by providing adequate channels for flow of silt into the drains. The drains/ ponds so constructed shall be regularly de-silted particularly before onset of monsoon and maintained properly. Sump capacity should provide adequate retention period to allow proper settling of silt material. The water so collected in the sump shall be utilised for dust suppression and green belt development and other industrial use. Dimension of the retaining wall constructed, if any, at the toe of the OB dumps within the mine to check run-off and siltation should be based on the rainfall data. The plantation of native species to be made between toe of the dump and adjacent field/habitation/water bodies.
3.7	Adequate groundwater recharge measures shall be taken up for augmentation of ground water. The project authorities shall meet water requirement of nearby village(s) after due treatment conforming to the specific requirement (standards).
3.8	Industrial waste water generated from CHP, workshop and other waste water, shall be properly collected and treated so as to conform to the standards prescribed under the standards prescribed under Water Act 1974 and Environment (Protection) Act, 1986 and the Rules made there under, and as amended from time to time. Adequate ETP /STP needs to be provided.
3.9	The water pumped out from the mine, after siltation, shall be utilized for industrial purpose viz. watering the mine area, roads, green belt development etc. The drains shall be regularly desilted particularly after monsoon and maintained properly.

S. No	EC Conditions
3.10	The surface drainage plan including surface water conservation plan for the area of influence affected by the said mining operations, considering the presence of river/rivulet/pond/lake etc, shall be prepared and implemented by the project proponent. The surface drainage plan and/or any diversion of natural water courses shall be as per the approved Mining Plan/EIA/EMP report and with due approval of the concerned State/GoI Authority. The construction of embankment to prevent any danger against inrush of surface water into the mine should be as per the approved Mining Plan and as per the permission of DGMS or any other authority as prescribed by the law.
3.11	The project proponent shall take all precautionary measures to ensure riverine/riparian ecosystem in and around the coal mine up to a distance of 5 km. A riverine/riparian ecosystem conservation and management plan should be prepared and implemented in consultation with the irrigation / water resource department in the state government.
3.12	Quality of polluted water generated from the operations which include COD and acid mine drainage and metal contamination shall be monitored along with TDS, DO, TSS. The monitored data shall be uploaded on the website of the company as well as displayed at the site in public domain.
3.13	Domestic water shall be providing to the residents/villages which are coming under the zone of influence of the project due to ground water extraction and mining operation by installing adequate number of RO plants with proper supply line and Taps within 2 years
3.14	No obsolete technologies for sewage treatment shall be implemented. Construction of Sewage Treatment Plant with latest technology should be completed within 2 years and treated water shall be reused for plantation. CTE and CTO of STP shall be obtained as per the norms.

4. Noise And Vibration Monitoring And Prevention

S. No	EC Conditions
4.1	Adequate measures shall be taken for control of noise levels as per Noise Pollution Rules, 2016 in the work environment. Workers engaged in blasting and drilling operations, operation of HEMM, etc shall be provided with personal protective equipments (PPE) like ear plugs/muffs in conformity with the prescribed norms and guidelines in this regard. Adequate awareness programme for users to be conducted. Progress in usage of such accessories to be monitored.
4.2	Controlled blasting techniques shall be practiced in order to mitigate ground vibrations, fly rocks, noise and air blast etc., as per the guidelines prescribed by the DGMS.
4.3	The noise level survey shall be carried out as per the prescribed guidelines to assess noise exposure of the workmen at vulnerable points in the mine premises, and report in this regard shall be submitted to the Ministry/RO on six-monthly basis.

5. Mining Plan

S. No	EC Conditions
5.1	5- Star Rating is mandatory to obtaine certification as per guidelines of Mininstry of Coal

S. No	EC Conditions
5.2	Mining shall be carried out under strict adherence to provisions of the Mines Act 1952 and subordinate legislations made there-under as applicable.
5.3	Mining shall be carried out as per the approved mining plan (including Mine Closure Plan) abiding by mining laws related to coal mining and the relevant circulars issued by Directorate General Mines Safety (DGMS).
5.4	No mining shall be carried out in forest land without obtaining Forestry Clearance as per Forest (Conservation) Act, 1980.
5.5	Efforts should be made to reduce energy and fuel consumption by conservation, efficiency improvements and use of renewable energy.
5.6	PP shall adopt mining method by preferably using surface miners for the project and silo loading through in-pit conveyor should be adopted
5.7	Transportation of coal till Railway Siding shall be developed to avoid transportation through Road

6. Land Recalvation

S. No	EC Conditions
6.1	Digital Survey of entire lease hold area/core zone using Satellite Remote Sensing survey shall be carried out at least once in three years for monitoring land use pattern and report in 1:50,000 scale or as notified by Ministry of Environment, Forest and Climate Change(MOEFC) from time to time shall be submitted to MOEFCC/Regional Office (RO).
6.2	The final mine void depth should preferably be as per the approved Mine Closure Plan, and in case it exceeds 40 m, adequate engineering interventions shall be provided for sustenance of aquatic life therein. The remaining area shall be backfilled and covered with thick and alive top soil. Post-mining land be rendered usable for agricultural/forestry purposes and shall be diverted. Further action will be treated as specified in the guidelines for Preparation of Mine Closure Plan issued by the Ministry of Coal dated 27th August, 2009 and subsequent amendments.
6.3	The entire excavated area, backfilling, external OB dumping (including top soil) and afforestation plan shall be in conformity with the “during mining”/“post mining” land-use pattern, which is an integral part of the approved Mining Plan and the EIA/EMP submitted to this Ministry. Progressive compliance status vis-a-vis the post mining land use pattern shall be submitted to the MOEFCC/RO.
6.4	Fly ash shall be used for external dump of overburden, backfilling or stowing of mine as per provisions contained in clause (i) and (ii) of subparagraph (8) of fly ash notification issued vide SO 2804 (E) dated 3rd November, 2009 as amended from time to time. Efforts shall be made to utilize gypsum generated from Flue Gas Desulfurization (FGD), if any, along with fly ash for external dump of overburden, backfilling of mines. Compliance report shall be submitted to Regional Office of MoEF&CC, CPCB and SPCB.
6.5	Further, it may be ensured that as per the time schedule specified in mine closure plan it should remain live till the point of utilization. The topsoil shall temporarily be stored at earmarked site(s) only and shall not be kept unutilized. The top soil shall be used for land reclamation and plantation

S. No	EC Conditions
	purposes. Active OB dumps shall be stabilised with native grass species to prevent erosion and surface run off. The other overburden dumps shall be vegetated with native flora species. The excavated area shall be backfilled and afforested in line with the approved Mine Closure Plan. Monitoring and management of rehabilitated areas shall continue until the vegetation becomes self-sustaining. Compliance status shall be submitted to the Ministry of Environment, Forest and Climate Change/ Regional Office.
6.6	The project proponent shall make necessary alternative arrangements, if grazing land is involved in core zone, in consultation with the State government to provide alternate areas for livestock grazing, if any. In this context, the project proponent shall implement the directions of Hon'ble Supreme Court with regard to acquiring grazing land.
6.7	Top soil should be stored separately at marked area and necessary vegetation shall be maintained to avoid any entrainment of dust
6.8	Progressive backfilling of mine and progressive reclamation of OB dump shall be done
6.9	Active OB Dump should not be kept barren/open and should be covered by temporary grass to avoid air born of particles
6.10	PP shall explore the possibilities of utilization of OB material for different purposes (in construction of roads/ manufacture of artificial sand, aggregates/ use for farmers etc.)
6.11	All approach roads to mine and all other roads which are in regular use should be black topped. The maintenance of road shall be done by PP in collaboration with state government
6.12	Hon'ble Supreme Court in an Writ Petition(s) Civil No. 114/2014, Common Cause vs Union of India & Ors vide its judgement dated 8th January, 2020 has directed the Union of India to impose a condition in the mining lease and a similar condition in the environmental clearance and the mining plan to the effect that the mining lease holders shall, after ceasing mining operations, undertake re-grassing the mining area and any other area which may have been disturbed due to their mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc. Compliance of this condition after the mining activity is over at the cost of the mining lease holders/Project Proponent". The implementation report of the above said condition shall be sent to the Regional Office of the MoEF&CC

7. Green Belt

S. No	EC Conditions
7.1	The project proponent shall take all precautionary measures during mining operation for conservation and protection of endangered/endemic flora/fauna, if any, spotted/reported in the study area. The Action plan in this regard, if any, shall be prepared and implemented in consultation with the State Forest and Wildlife Department.
7.2	Greenbelt consisting of 3-tier plantation of width not less than 7.5 m shall be developed all along the mine lease area as soon as possible. The green belt comprising a mix of native species (endemic species should be given priority) shall be developed all along the major approach/ coal transportation roads. And Plantation should also be carried out in nearby area with consent of forest

S. No	EC Conditions
	department and gram panchayat within 10 km radius with its proper maintenance

8. Public Hearing And Human Health Issues

S. No	EC Conditions
8.1	Adequate illumination shall be ensured in all mine locations (as per DGMS standards) and monitored weekly. The report on the same shall be submitted to this ministry & its RO on six-monthly basis.
8.2	The project proponent shall undertake occupational health survey for initial and periodical medical examination of the personnel engaged in the project and maintain records accordingly as per the provisions of the Mines Rules, 1955 and DGMS circulars. Besides regular periodic health check-up, 20% of the personnel identified from workforce engaged in active mining operations shall be subjected to health check-up for occupational diseases and hearing impairment, if any, as amended time to time.
8.3	Personnel (including outsourced employees) working in core zone shall wear protective respiratory devices and shall also be provided with adequate training and information on safety and health aspects.
8.4	Implementation of the time bound action plan on the issues raised during the public hearing shall be ensured. The project proponent shall undertake all the tasks/measures as per the time bound action plan submitted with budgetary provisions during the public hearing. Land oustees shall be compensated as per the norms laid down in the R&R policy of the company/State Government/Central Government, as applicable.
8.5	The project proponent shall follow the mitigation measures provided in this Ministry's OM No.Z-11013/5712014-IA.II (M) dated 29th October, 2014, titled 'Impact of mining activities on habitations-issues related to the mining projects wherein habitations and villages are the part of mine lease areas or habitations and villages are surrounded by the mine lease area'.
8.6	PP to conduct need based assessment survey of the area to for in order to decide the activities to be carried under the CSR and to provide detail of the activity carried out with adequate budgetary provision and time bound action plan.
8.7	PP should conduct epidemiology study to (analysis of the distribution, patterns and determinants of health and disease conditions in defined populations).
8.8	Permanent Health care facilities of Hospital should be established within 5 km of project boundary for the local people.
8.9	PP must ensure an emergency action plan during pandemic in order to provide assistance to the nearby villages located within the 10 km radius buffer zone (If required)
8.10	PP is asked to also identify the rural areas for installation of solar light with its maintenance within the study area of 10 km radius buffer zone within one year
8.11	PP to take measure for installation of Renewable Energy sources in nearby area falling within 10

S. No	EC Conditions
	km radius
8.12	The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. PPs must ensure that the biological clock of the villages is not disturbed; by orienting the floodlights/ masks away from the villagers and keeping the noise levels well within the prescribed limits for day light/night hours
8.13	Adequate facility of drinking water, plantation and other social amenities should be provided to established R&R villages.
8.14	Persons of nearby villages shall be given training on livelihood and skill development to make them employable with its proper records.
8.15	Compensation of the land acquired for the project shall be settled as per the R&R Policy within fixed timeline

9. Corporate Environment Responsibility

S. No	EC Conditions
9.1	The company shall have a well laid down environmental policy duly approve by the Board of Directors. The environmental policy should prescribe for standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental/forest/wildlife norms/conditions. The company shall have defined system of reporting infringements/deviation/violation of the environmental/forest/wildlife norms/conditions and/or shareholders/stake holders.
9.2	A separate Environmental Cell both at the project and company head quarter level, with qualified personnel shall be set up under the control of senior Executive, who will directly to the head of the organization.
9.3	Action plan for implementing EMP and environmental conditions along with responsibility matrix of the company shall be prepared and shall be duly approved by competent authority. The year wise funds earmarked for environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Year wise progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six Monthly Compliance Report.
9.4	Self environmental audit shall be conducted annually. Every three years third party environmental audit shall be carried out.
9.5	PP should establish in house (at project site) environment laboratory for measurement of environment parameter with respect to air quality and water (surface and ground. A dedicated team to oversee environment management shall be setup which should comprise of Environment Engineers, Laboratory chemist and staff for monitoring of air, water quality parameters on routine basis. Any non- compliance or infringement should be reported to the concerned authority

10. Miscellaneous

S. No	EC Conditions
10.1	The project proponent shall make public the environmental clearance granted for their project along with the environmental conditions and safeguards at their cost by prominently advertising it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days and in addition this shall also be displayed in the project proponent's website permanently.
10.2	The copies of the environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.
10.3	The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and update the same on half-yearly basis.
10.4	The project proponent shall monitor the criteria pollutants level namely; PM10, SO2, NOx (ambient levels) or critical sectoral parameters, indicated for the projects and display the same at a convenient location for disclosure to the public and put on the website of the company.
10.5	The project proponent shall submit six-monthly reports on the status of the compliance of the stipulated environmental conditions on the website of the ministry of Environment, Forest and Climate Change at environment clearance portal.
10.6	The project proponent shall submit the environmental statement for each financial year in Form-V to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently and put on the website of the company.
10.7	The project authorities shall inform to the Regional Office of the MOEFCC regarding commencement of mining operations.
10.8	The project authorities must strictly adhere to the stipulations made by the State Pollution Control Board and the State Government.
10.9	The project proponent shall abide by all the commitments and recommendations made in the EIA/EMP report, commitment made during Public Hearing and also that during their presentation to the Expert Appraisal Committee.
10.10	No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment, Forests and Climate Change.
10.11	Concealing factual data or submission of false/fabricated data may result in revocation of this environmental clearance and attract action under the provisions of Environment (Protection) Act, 1986.
10.12	The Ministry may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.
10.13	The Ministry reserves the right to stipulate additional conditions if found necessary. The Company in a time bound manner shall implement these conditions.
10.14	The Regional Office of this Ministry shall monitor compliance of the stipulated conditions. The

S. No	EC Conditions
	project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information/monitoring reports.
10.15	The above conditions shall be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, Hazardous and Other Wastes (Management and Trans-boundary Movement) Rules, 2016 and the Public Liability Insurance Act, 1991 along with their amendments and Rules and any other orders passed by the Hon'ble Supreme Court of India / High Courts and any other Court of Law relating to the subject matter.





**Odisha
Coal and
Power
Limited**



**FUEL SUPPLY AGREEMENT
BETWEEN
ODISHA COAL AND POWER LTD
AND
ODISHA POWER GENERATION CORPORATION LTD**

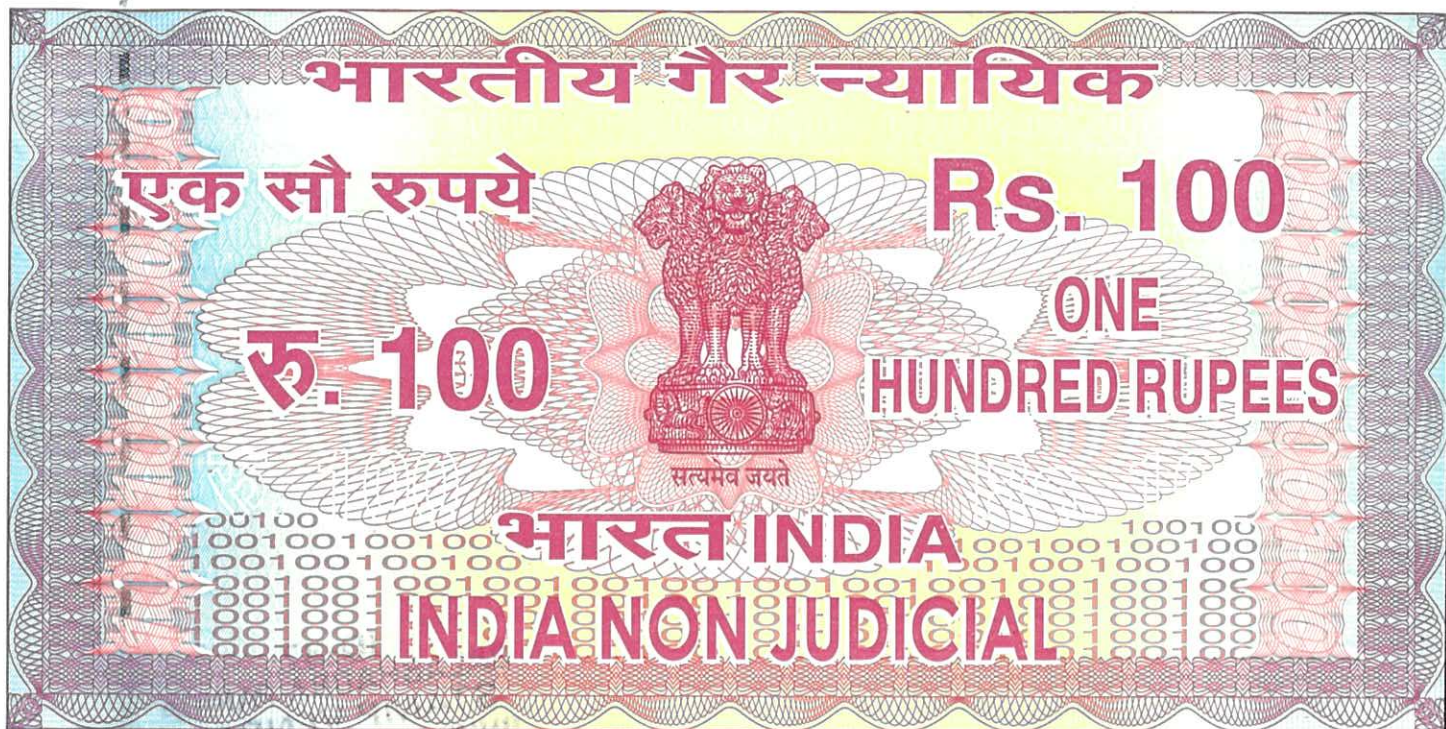
**Dt-31-03-2022
BHUBANESWAR**

CONTENTS

1.	DEFINITIONS AND RULES OF INTERPRETATION:	4
1.1.	Definitions:	4
1.2.	Rules of Interpretation:	8
2.	PERIOD OF AGREEMENT:	8
3.	SECURITY DEPOSIT:	9
4.	QUANTITY:	9
4.1.	Annual Contracted Quantity (ACQ):	10
4.2.	Monthly Quantity:	10
4.3.	End-use of Coal	12
5.	LEVEL OF DELIVERY/LIFTING:	12
5.1.	Level of Delivery:	12
5.2.	Level of Lifting:	13
6.	DEEMED DELIVERED QUANTITY (DDQ):	13
6.1.	For supply of Coal by MGR:	13
6.2.	For supply of Coal by road:	13
7.	WEIGHMENT OF COAL:	14
8.	METHOD OF ORDER BOOKING AND DELIVERY OF COAL:	15
9.	TRANSFER OF TITLE OF GOODS:	16
10.	PRICE OF COAL:	16
11.	MONTHLY BILLS:	18
12.	SUPPLEMENTARY BILLS/CLAIMS:	18
13.	CHANGE OF LAW:	19
14.	NOTICE:	19
15.	PAYMENTS :	19
16.	INTEREST:	20
17.	SUSPENSION OF COAL SUPPLIES	21
18.	RESOLUTION OF DISPUTES:	21
19.	TERMINATION OF AGREEMENT:	22
20.	FORCE MAJEURE:	23
21.	MISCELLANEOUS:	26
22.	QUALITY:	29

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ଓଡ଼ିଶା ओडिशा ODISHA

PREAMBLE:

N 630535

This fuel supply agreement is made on this 31st day of March 2022, between ODISHA COAL AND POWER LTD, a company registered under the Companies Act, 2013 and having its registered office at Ground Floor, Fortune Tower, Chandrasekharapur, Bhubaneswar hereinafter called the "Seller" or "OCPL" (which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) of the one part,

AND

ODISHA POWER GENERATION CORPORATION LTD., a company registered under the Companies Act, 1956 and having its registered office at 7th Floor, Fortune Tower, Chandrasekharapur, Bhubaneswar hereinafter called the "Purchaser" or "OPGC" (which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns) of the other part.

The Seller filed an application with the Nominated Authority on 27.2.2015 for allocation of the Coal Mine (*as defined* below) with specified end use as the End Use Plant (*as defined* below) under allotment route.

The Nominated Authority vide order no. 103/25/2015/NA dated 24.3.2015 declared the Seller as the allottee of the Coal Mine under Rule 11(9) of the Coal Mines (Special Provision) Rules, 2014 for specified end use of the End Use Plant.

In terms of clause 2.4 of the Shareholders' Agreement ("SHA") executed between OPGC, OHPC and OCPL dated 21st April, 2016, OPGC is obligated to procure entire coal produced by OCPL from the Coal Mine under a "Fuel Supply Agreement" to be entered into between OCPL and OPGC on mutually agreed terms, in consonance with the provisions of Applicable Laws, Allotment Agreement and any application order, direction, notification thereunder.

[Handwritten signature]

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Also, in terms of clause 3.3 of the SHA, OCPL shall be operated on a commercial basis and that any transaction between the OCPL and OPGC shall be on arm's length basis.

Pending finalization of a detailed "Fuel Supply Agreement", OPGC and OCPL on 12th May, 2021 have entered into a "Memorandum of Understanding" to start dispatch of coal from the Coal Mine to OPGC, on tentative terms.

Purchaser and Seller, being the sole owner of the End Use Plant and the Coal Mine, respectively, are entering into this fuel supply agreement for supply of Coal from the Coal Mine to the End Use Plant and the Seller shall make such supplies on the terms and conditions set out hereafter.

Now, therefore, in consideration of the Agreement and covenants hereafter set forth and intending to be legally enforceable, the Seller and the Purchaser (each individually a Party hereto and collectively the Parties) hereby covenant and agree as follows:

1. DEFINITIONS AND RULES OF INTERPRETATION:

1.1. Definitions:

- a) **"Agreement"** shall mean this coal supply agreement including all its Schedules, Annexure and attachments and subsequent amendments as may be issued in accordance with the terms and conditions hereof and it shall supersede and exclude any previous arrangement, understanding or commitment that the Seller may have had with the Purchaser.
- b) **"Allotment Agreement"** shall mean: (i) the allotment agreement dated 30 March 2015 and subsequent amendments thereto dated 31 August 2015 and 26 December 2016, each executed between the President of India and OCPL (the Seller) in respect of the Coal Mine; and (ii) the allotment orders issued pursuant to (i) aforesaid, each as may be further amended from time to time.
- c) **"Annual Contracted Quantity" or "ACQ"** shall mean the quantity of Coal agreed to be supplied by the Seller and undertaken to be purchased by the Purchaser on an annual basis commencing from the First Delivery Date, as specified in Clause 4.1.
- d) **"Applicable Laws"** shall mean all laws, brought into force and effect by the Government of India ("GoI") or State Government including rules, acts, statutes, regulations and notifications, guidelines or policies (to the extent mandatory) made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, or any interpretation or administration of any of the foregoing, by any Authority concerning, relating to or having jurisdiction over the Coal Mine, as may be applicable to either Seller or the Purchaser, their obligations or this Agreement from time to time.
- e) **"Approval"** shall mean any consent, authorisation, registration, filing, lodgement, notification, agreement, certificate, commission, lease, licence, permit, approval or exemption from, by or with an Authority.



- f) **"As Delivered Price of Coal"** shall have the meaning as ascribed to it in Clause 10.4.
- g) **"Authority"** shall mean any National or State Government department, local Government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, boards, bureaus, instrumentalities, commissions, municipality, corporations, branches, directorates, agencies, ministries and any other statutory authority of GoI or relevant State Government, exercising any sovereign function.
- h) **"Base Price"** shall mean in relation to Coal produced by Seller, the price at the pit-head, notified by the Seller, from time to time. Base Price shall be the price notified by Coal India Limited (CIL Notified Price) for corresponding Grade of Coal upto commercial date of operation (CoD) of Manoharpur Coal Mine or till the period as determined by the Seller (after Board approval) or till the finalization of the Input Price of Coal by the concerned electricity regulatory commission, whichever is later. Thereafter it shall be the Input Price of Coal so determined by concerned regulatory commission related to the determination of power tariff for the End Use Plant.
- i) **"Business Day"** shall mean each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday that is not declared a holiday in the State of Odisha under the Negotiable Instruments Act, 1981.
- j) **"Coal"** shall mean non-coking as well as washery grade coal not linked to coking coal washeries, produced from the Coal Mine by the Seller, falling within the different classes, grades, and sizes into which Coal is categorized, from time to time, in the notification/order issued for such purpose by the GoI or the State Government or Seller, as the case may be.
- k) **"Coal Mine"** shall mean the Manoharpur and Dip side of Manoharpur Coal Block in Ib Valley Coalfield at village-Manoharpur, Ghumundashan, Tehsil- Hemgir, District-Sundergarh of Odisha allotted to the Seller. As on date only the Manoharpur Coal Mine is operational.
- l) **"Change of Law"** shall mean a change in or coming into force of or repeal, modification or re-enactment of any Applicable Law, change in the interpretation or application of any Applicable Law by a relevant Authority which has become final, conclusive and binding, or the imposition of any condition on the issuance or renewal of any Approvals not customarily imposed in such issuance or renewals otherwise, that occurs subsequent to the Signature Date;
- m) **"CoD"** shall mean commercial date of operation of the Manoharpur Coal Mine (8 MTY) i.e. 30-09-2021.
- n) **"Declared Grade"** shall mean grade of the Coal, as declared by GoI or State Government or the Seller specific to the Coal Mine / Coal Seams for corresponding Years.
- o) **"Delivery Compensation"** shall have the meaning as ascribed to it in Clause 4.2.2.



- p) **"Delivery Point"** shall mean any of the Manoharpur colliery sidings or colliery loading points, as the case may be, where Coal shall be delivered by the Seller through its Mine Operator or otherwise to the Purchaser's Container, or any other delivery point mutually agreed between the Parties.
- q) **"End Use Plant"** or **"EUP"** shall mean: (i) the operational ITPS Units # 3&4 (2 x 660 MW); (ii) the operational ITPS Units # 1&2 (2 x 210 MW) (subject to approval of Govt. of India); and (iii) yet to be developed ITPS Units # 5&6 (2 x 660 MW), of Purchaser; located in the State of Odisha and as stipulated in the Allotment Agreement.
- r) **"First Delivery Date"** shall have the meaning as ascribed to it in Clause 2.2.
- s) **"Independent Engineer"** shall mean a consulting engineer or financial firm or group, acceptable to the Seller, having necessary expertise to undertake activities as required under Clause 18.
- t) **"Input Price of Coal"** shall mean the price determined in accordance with the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019, as amended from time to time, (**"CERC Regulation"**) for determination of input price of coal, and duly accepted by Odisha Electricity Regulatory Commission (as may be applicable), which shall be inclusive of pit head cost of Coal at Coal Mine as accepted by concerned regulatory commission alongwith RoE as in approved DPR of the Project and all associated supplementary expenses.
- u) **"Level of Delivery"** shall have the meaning as ascribed to it in Clause 5.1
- v) **"Level of Lifting"** shall have the meaning as ascribed to it in Clause 5.2.
- w) **"Monthly Scheduled Quantity"** or **"MSQ"** shall mean the quantity out of the ACQ scheduled to be delivered every month as provided in Clause 4.2.1.
- x) **"Merry Go Round"** or **"MGR"** shall mean the Purchaser's captive rail transportation system for transportation of Coal from the Coal Mine up to the unloading point at End Use Plant.
- y) **"Nominated Authority"** shall mean the Nominated Authority appointed under Section 6(1) of the Coal Mines (Special Provisions) Act 2015.
- z) **"Non-Performing Party"** shall have the meaning as ascribed to it in Clause 20.1.
- aa) **"Interest Rate"** shall mean the repo rate of Reserve Bank of India (RBI) as applicable on the date of payment by the Purchaser plus 3% or the rate of interest for working capital loan whichever is higher.
- bb) **"Run of Mine"** or **"ROM"** shall mean the coal as extracted from the colliery and which has not undergone any processing or resizing to suit the requirement of the user.
- cc) **"Security Deposit"** shall have the meaning as ascribed to it in Clause 3.1.1.



- dd) **"Signature Date"** shall mean the date on which this Agreement is signed by both parties hereto.
- ee) **"State Government"** shall mean the Government of Odisha which includes but not limited to Energy Department of Govt. of Odisha which has nominated the Purchaser for entering into this Agreement with the Seller.
- ff) **"Year"** shall mean, the period commencing from the First Delivery Date and ending on the 31st day of March immediately following the First Delivery Date and each subsequent financial year of the Seller, commencing on April 1st and ending on the following March 31st. The last Year of the Term shall be from April 1st till the expiry of the Term;
- gg) **"Third Party Agency" or "TPA"** shall mean the independent agency appointed by Seller in consultation with the Purchaser for conduct of third party sampling & analysis at the Coal Mine.
- hh) **"Transfer Price of Coal"** shall mean same as that of **"Input Price of Coal"** as mentioned above at Point "t"
- ii) **"Mine Operator"** shall mean the contractor appointed by the Seller for the development and operation of the Coal Mine in terms of the MSA.
- jj) **"MSA"** shall mean the Mining Service Agreement executed between Seller and Mine Operator signed in Aug'2018 and subsequent amendments.
- kk) **"Payment Due Date"** shall mean the fifteenth (15th) day after a bill has been delivered to the Purchaser either physically or electronically along with all supporting documents (or if such day is not a Business Day, the immediately succeeding Business Day) by which date the amounts specified in such bills are required to be paid into the Seller's account by the Purchaser.
- ll) **"Purchaser's Containers"** shall mean the containers of the wagons of Purchaser's siding system or trucks hired by the Purchaser for loading Coal at the Delivery Point for movement of Coal to the End Use Plant.
- mm) **"Surplus"** shall mean coal produced in the Coal Mine over and above the actual coal requirement of End Use Plant, read with the relevant guidelines of Ministry of Coal, GoI.
- nn) **"Term"** shall have the meaning as ascribed to it in Clause 2.1.
- oo) **"Monthly Bill"** shall have the meaning as ascribed to it in Clause 11.1.
- pp) **"Rapid Loading System" or "RLS"** shall have the meaning as ascribed to it in Schedule-III



1.2. Rules of Interpretation:

- a) A reference to this Agreement includes all schedules and annexure to this Agreement;
- b) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- c) Headings do not affect the interpretation of this Agreement;
- d) A reference to Rs., INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- e) A reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time;
- f) Words imparting the singular only also include plural and vice-versa where the context so requires;
- g) The expression "writing" or "written" shall include communications by facsimile and letter;
- h) If any provision in this Clause is a substantive provision conferring a right or imposing an obligation on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- i) Any reference to "tonne" or "tonnes", shall mean metric tonne or tonnes;
- j) Any reference to a day, week, month or year is to a Gregorian calendar day, week, month or year;
- k) A "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality); and
- l) Quantity of Coal "supplied" or "delivered" shall be construed as the quantity of Coal delivered at the Delivery Point in accordance with Clause 7, and where the context requires, includes quantity of Coal deemed to be delivered (DDQ) in accordance with this Agreement.

2. PERIOD OF AGREEMENT:

2.1. This Agreement shall come into force on the Signature Date. This Agreement shall, unless terminated in accordance with the terms hereof remain in force till the end of coal mining at the Coal Mine, or till the life of the linked End Use Plant, whichever is earlier (**Term**).

2.2. Not later than 30 days from Signature Date, both Parties shall mutually agree on a date for commencement of Coal supplies by the Seller to the Purchaser in accordance with this Agreement (**First Delivery Date**).



3. **SECURITY DEPOSIT:**

3.1. **Amount and submission of Security Deposit:**

- 3.1.1. The Purchaser shall, within 05 (five) Business Days of demand from the Seller, deposit with the Seller as security deposit, in the form of bank draft / or bank guarantee, an amount expressed equivalent to the 6% of CIL notified Base Price of G-14 Grade Run Of Mines Coal prevalent on the Signature Date, multiplied by 85% of the Annual Contracted Quantity of 8.0 Million Tonnes per Annum (**Security Deposit**).
- 3.1.2. In the event the Purchaser opts to provide the Security Deposit in the form of a bank guarantee, such bank guarantee shall be as per the format provided at Schedule I, valid for at least 01 (one) year at a time with an additional claim period of at least 01 (one) month. Failure to renew the bank guarantee atleast 5 Business Days prior to its expiry will entitle the Seller to invoke the bank guarantee and hold the amounts as cash Security Deposit.
- 3.1.3. The Security Deposit shall remain valid and operative until 3 (three) months after the expiry of the Term. The value of the Security Deposit shall be suitably increased / decreased to match the changes in the Base Price of G-14 Grade ROM Coal, as notified by CIL / the Seller from time to time, but no later than once a year.
- 3.1.4. The Security Deposit shall be refundable to the Purchaser at the end of the Term, subject to settlement of all outstanding dues and claims of Seller under this Agreement.
- 3.1.5. The Purchaser shall ensure that the Security Deposit stands replenished within 5 Business Days of drawl of funds by the Seller in accordance with the provisions of this Agreement.
- 3.1.6. In the event of failure of the Purchaser to provide Security Deposit in accordance with the time prescribed under Clause 3.1.1, or provide increased value of Security Deposit within 10 Business Days of demand by the Seller, or replenish the Security Deposit within the stipulated period, the Seller shall have the right to suspend the supplies in accordance with Clause 17.

4. **QUANTITY:**

The Seller shall sell and deliver Coal to the Purchaser and the Purchaser shall purchase and pay for Coal, in the quantities specified under this Clause, as per the terms and conditions set out in this Agreement.



4.1. Annual Contracted Quantity (ACQ):

- 4.1.1. Norms adopted in the approved mining plan of Coal Mine shall be considered by the Parties for determination of ACQ.
- 4.1.2. Unless otherwise agreed in writing, the Seller shall supply and the Purchaser shall purchase the Annual Contracted Quantity (ACQ) of 8.0 Million Tonnes of Coal per annum (+/-15%) for OPGC Units # 3&4., which is in line with the recommendation of the State Government or GoI as quantity to be produced from the Coal Mine.
- 4.1.3. The Purchaser may opt for an ACQ higher than the quantity allocated by OCPL for the Year, subject to submission of a written communication from the Nominated Authority, Ministry of Coal, GoI to that effect. Upon receipt of such communication from the Nominated Authority, the ACQ will subsequently be revised upward by the Seller within the quantity allocated by the Ministry of Coal, GoI. The revised ACQ shall be applicable on pro-rata basis with effect from the date of the Parties executing an amendment to the Agreement. Further, it is clarified that no downward revision of original/any revised ACQ will be permitted.
- 4.1.4. Purchaser shall submit five year coal requirement projection for long term rolling mine planning by the Seller. Coal requirement submitted by Purchaser on 2nd June, 2021 is set out at Schedule II and shall form part of this Agreement. Subsequent projection shall be submitted 6 months prior to the end of each five year period. Further, Purchaser shall also submit the yearly coal requirement projection to Seller on quarterly basis.

4.2. Monthly Quantity:

4.2.1. Monthly Scheduled Quantity (MSQ):

- i. Unless agreed otherwise in writing, the Monthly Scheduled Quantity (MSQ) shall be as provided in Schedule II.
- ii. In case any further variation in the MSQ is required by the Purchaser, the Purchaser may request the Seller for the same by sending a written notice to the Seller at least 30 (thirty) Business Days in advance and such variation shall be subject to the express written acceptance by the Seller, and the Seller shall have the sole discretion and not the obligation to accept any quantity variation request.
- iii. Notwithstanding any variation, the sum of the Monthly Scheduled Quantities (MSQ) for the relevant Year shall be equal to the ACQ for that Year, even after such adjustment.
- iv. The total quantity of Coal delivery/offtake shall be limited to the ACQ or revised ACQ as the case may be.



- v. The Monthly Scheduled Quantity for any month, if desired, can be increased / decreased to the extent of 15% of MSQ by the Purchaser, with at least 30 Business Days notice before the start of the month.
- vi. Either Party shall have the right to make good the short supply, or short lifting (subject to availability of Coal at the Coal Mine), as the case may be, in a particular month, in the succeeding months of the same quarter of the Year to the extent of 15% of MSQ, with intimation to the other Party.
- vii. The total increase over the Monthly Scheduled Quantity pursuant to sub-Clause (v) and (vi) shall not exceed 15%.
- viii. The Purchaser shall seek deliveries in excess of Monthly Scheduled Quantities for the months of July, August and September of any Year only with the written consent of Seller.

4.2.2. Compensation for short supply/lifting:

If for a year, the Level of Delivery by the Seller, or the Level of Lifting by the Purchaser falls below 85% of ACQ with respect to that Year, the defaulting Party shall be liable to pay compensation (**Delivery Compensation**) to the other Party for the shortfall quantity in terms of the following:

Sl. No.	Level of delivery/ Level of Lifting of Coal in a year	Rate of compensation for shortfall quantity	Formula for calculating compensation for Shortfall
1	Less than 100% but upto 85% of ACQ	Nil	Nil
2	Less than 85% but upto 80% of ACQ	5%	$0.05 \times P \times \{((100-LD \text{ or } LL) - 15)/100\} \times ACQ$
3	Less than 80% but upto 75% of ACQ	10%	$(0.05 \times P \times 0.05 \times ACQ) + (0.1 \times P \times \{((100-LD \text{ or } LL) - 20)/100\} \times ACQ)$
4	Less than 75% but upto 50% of ACQ	15%	$(0.05 \times P \times 0.05 \times ACQ) + (0.1 \times P \times 0.05 \times ACQ) + (0.15 \times P \times \{((100-LD \text{ or } LL) - 25)/100\} \times ACQ)$
5	Less than 50% of ACQ	25%	$(0.05 \times P \times 0.05 \times ACQ) + (0.1 \times P \times 0.05 \times ACQ) + (0.15 \times P \times 0.25 \times ACQ) + (0.25 \times P \times \{((100-LD \text{ or } LL) - 50)/100\} \times ACQ)$

P = Base Price of G-14 grade Coal/declared grade coal as prevailing in the last day of the Year plus reserve price payable to Government.

LD= Level of Delivery

LL= Level of Lifting



- 4.2.3. In case the short off take quantity is sold by the Seller to other consumers (at its discretion), then the quantity sold by the Seller shall be considered as the quantity lifted by the Purchaser.
- 4.2.4. In case the Seller supplies the Coal from sources other than the Coal Mine, the coal supplied shall be counted towards delivered quantity. The Delivery Compensation for short delivery/lifting shall be payable by the defaulting Party to the other Party within a period of 30 days from the date of receipt of claim. In the event of non-payment within the due date, the defaulting Party shall be liable to pay interest in accordance with Clause 16. However, in the event of non-payment of Delivery Compensation by the Purchaser beyond the due date of such claim, the Seller shall also be entitled to exercise any other remedy available under this Agreement including but not limited to encashment of Security Deposit, suspension of supply and termination of this Agreement.
- 4.2.5. Save and except as elsewhere provided, the Delivery Compensation for short delivery/lifting shall be either Parties' sole and exclusive liability for any such short delivery/lifting.

4.3. End-use of Coal:

The total quantity of Coal supplied pursuant to this Agreement is meant for use at the End Use Plant. The Purchaser shall not sell/divert and/or transfer the Coal to any third party for any purpose whatsoever and any such transfer/diversion shall be treated as material breach of Agreement. It is expressly clarified that the Seller reserves the right to inspect/call for any document from the Purchaser and physically verify the end-use of Coal and satisfy itself of its authenticity in order to comply with the terms and conditions of the Agreement and other Applicable Laws. The Purchaser shall comply with the Seller's directions and extend full co-operation in carrying out such verification/inspection.

5. LEVEL OF DELIVERY/LIFTING:

5.1. Level of Delivery:

Level of Delivery with respect to a Year shall be calculated in the form of percentage as per the following formula:

$$\text{Level of Delivery (LD)} = \frac{(DQ + DDQ + FM)}{ACQ} \times 100$$

Where:

LD : Level of Delivery of Coal by the Seller during the Year (in %)

DQ = Delivered Quantity, which is the aggregate of actual quantities of Coal delivered by the Seller during the Year (in tonnes)

DDQ = Deemed Delivered Quantity, reckoned in the manner stated in Clause 6 (in

tonnes)

FM = Proportionate quantity of Coal which could not be delivered by the Seller during the Year due to occurrence of Force Majeure event affecting the Seller (including its contractors) and / or the Purchaser, calculated as under:

$$FM = \frac{ACQ \times \text{No of days lost under applicable Force Majeure event (in tonnes)}}{365}$$

5.2. Level of Lifting:

Level of Lifting with respect to a Year shall be calculated in the form of percentage as per the following formula:

$$\text{Level of Lifting (LL)} = \frac{(ACQ - DDQ) \times 100}{ACQ}$$

Where:

LL = Level of Lifting of Coal by the Purchaser for the Year (in %)

ACQ & DDQ shall have the same meaning as given in Clause 4.1 & Clause 6 respectively.

5.3. For the purpose of calculation of 'No. of days lost under applicable Force Majeure event', as described in Clause 5.1 above, in case of a Force Majeure event affecting both the Parties, such number of days shall be counted only once.

6. DEEMED DELIVERED QUANTITY (DDQ):

For the purpose of this Agreement, the aggregate of the following items shall constitute the Deemed Delivered Quantity (DDQ) with respect to a Year.

6.1. For supply of Coal by MGR:

- i. The quantity of Coal not supplied by the Seller owing to omission or failure on the part of Purchaser, including Purchaser's failure to submit the designated MGR programme(s) as per Clause 8.1 with respect to the Monthly Scheduled Quantities as per Clause 4.2.1.
- ii. The quantity of Coal not supplied by the Seller owing to Seller exercising the right of suspension in terms of this Agreement.
- iii. The quantity of Coal not supplied by the Seller owing to Purchaser's failure to place the required number of MGR rakes per day at RLS or MGR siding to meet the MSQ.

6.2. For supply of Coal by road:

- i. The quantity of Coal not supplied by the Seller owing to omission or failure



on the part of Purchaser.

- ii. The quantity of Coal not supplied by the Seller owing to omission or failure on the part of Purchaser to book the Monthly Scheduled Quantities as per Clause 4.2.1 and within the period mandated under clause 8.2.
- iii. The quantity of Coal not supplied by the Seller owing to Seller exercising the right of suspension in terms of this Agreement.
- iv. The quantity of Coal not supplied by the Seller owing to Purchaser's failure to ensure availability of the required number of trucks per day at the Delivery Point to meet the MSQ.

Deemed Delivered Quantity in terms of Clause 6 shall be calculated on cumulated monthly basis during a year.

7. WEIGHMENT OF COAL:

- 7.1. In relation to transport of Coal by MGR, the weight as recorded in the in-motion weigh bridge at the Delivery Point of Seller shall be final and binding for all commercial purposes on both the Parties. In case the in-motion weighbridge is not functioning, the weight recorded at the RLS shall be final.
- 7.2. In relation to Coal being dispatched by road, the weight recorded at the Seller's weighbridge at the Delivery Point, shall be final and binding on both the Parties for all commercial purposes under this Agreement. Weighment shall be reconciled with periodic calibration as and when required.
- 7.3. In the absence of weighment of coal at the Delivery Point, the weight recorded at Purchaser's electronic weighbridge with electronic printout facility at the unloading point, if in proper working order, shall be taken as final.
- 7.4. If both the weighbridges of Seller as well as Purchaser are defective/not functioning, then the following shall apply:
 - a) If valid weights were obtained on twenty-five (25) or more wagons in the train, the average net weight per wagon of those twenty-five (25) or more wagons shall be applied to the remaining un-weighed wagons in the train
 - b) If valid weights were obtained on fewer than twenty-five (25) wagons in any train (including a scale failure or malfunction which results in the failure to obtain any valid weights on any of the wagons in a given train), the weighted average per wagon of the previous ten (10) train shipments with similarly sized wagons shall be applied to each wagon in the train for which fewer than twenty-five (25) valid wagon weights were obtained.



In calculating any such ten (10) train moving average, any sick wagons which were not loaded, and any train shipment for which weights were estimated on twenty-five (25) or more wagons shall be excluded. In case of truck loading the alternative arrangement for weighing shall be done through separate weigh bridges, which shall be notified by the Seller.

- 7.5. The Seller, in presence of its contractor or sub- contractor representative may anytime request for a test for accuracy of the weighbridge. If the error in weight is upto the manufacturer's specified tolerance, the Seller shall pay for all the expenses incurred for conducting the test. If not, the scales shall be adjusted to an accurate condition at the Purchaser's cost and expense.
- 7.6. The weighbridges both at the Seller's end (Delivery Point) including RLS and at the Purchaser's end (unloading point) shall be calibrated as per the standards prescribed under the Standards of Weights and Measures Act, 1976 and amendments thereof, and also whenever required. Both the Seller and the Purchaser shall have right to witness the calibration of the weighbridge at each other's end. Coal bills of consignment, which are weighed as per the provisions of this Schedule, shall bear the rubber stamp indicating electronic printout has been enclosed.
- 7.7. In-motion weighbridges shall be operated and maintained by the Purchaser in a good working order and in accordance with applicable weights and measures standards.
- 7.8. Overloading & Under Loading for Rail/MGR Despatch: Any penal freight for overloading/underloading and/or demurrages or any other penalties charged by the Indian Railways or Authorities for any consignment shall be payable by the Purchaser.

8. METHOD OF ORDER BOOKING AND DELIVERY OF COAL:

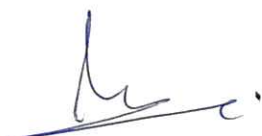
8.1. Supply program:

By MGR:

Not less than 30 (thirty) Business Days before the commencement of a month, the Purchaser shall submit a programme in writing to the Seller, for the supply of the Monthly Scheduled Quantity in terms of Clause 4.2.1.

By Road:

Not less than 30 (thirty) Business Days before the commencement of a month, the Purchaser shall submit the quantity of coal to be lifted by road mode in writing to the Seller, for the supply of quantity of Monthly Scheduled Quantity in terms of Clause 4.2.1.



8.2. Thereafter, the Seller shall issue the consent of the programme at least 5 Business Days before commencement of each month. The Seller shall ensure that the sale order/delivery order in favour of the Purchaser reaches before three (3) Business Days of the start of the relevant month for booking of orders. The Seller shall ensure delivery and the Purchaser shall ensure lifting of Coal at the Delivery Point against sale order / delivery order within that month.

9. TRANSFER OF TITLE OF GOODS:

Once supplies of Coal have been effected at the Delivery Point on the Purchaser's Container by the Seller, the rights, title and risk of loss of Coal shall stand transferred to the Purchaser. Thereafter, the Seller shall in no way be responsible or liable for the security or safeguard of the Coal so transferred. The Seller shall have no liability beyond the Delivery Point, including towards any freight or transportation costs, quantity or GCV losses and any diversion of Trucks /road transport en-route, for whatever causes, by road transporter or any other agency.

10. PRICE OF COAL:

10.1. Price of Coal shall be the Input Price or Transfer Price of Coal .

10.2. Coal supplied during the intervening period between CoD and signing of this Agreement, shall be subject to true up in accordance with relevant regulatory framework under the Applicable Laws.


10.3. Pending finalization of Input Price of Coal or Transfer Price by competent authority, the As Delivered Price of Coal shall be determined on the basis of notifications issued by Coal India Limited, from time to time, on the price of coal for corresponding grade of coal applicable to Mahanadi Coalfield of Coal India Ltd.

10.4. The Price of Coal delivered hereunder in accordance with CIL notifications shall be the sum of Base Price, sizing charges, transportation charges up to the Delivery Point, rapid loading charges, statutory charges, levies, reserve price for retaining the coal block and other charges, as applicable (**As Delivered Price of Coal**). The components of As Delivered Price of Coal shall be determined on the basis of notifications issued by CIL / Seller / Authority from time to time. Accordingly, in case of revision of any component of the As Delivered Price of Coal by the Seller/Authority, the Purchaser shall be liable to pay the revised component of As Delivered Price of Coal as and from the date the revised rates/criteria becomes or has become effective. Purchaser shall pay the As Delivered Price of Coal to the Seller in INR per tonne for the Coal delivered pursuant to this Agreement.



- 10.5. Statutory charges such as royalties, reserve price, taxes, duties, cess, contributions to the district mineral foundation, environment management fund and national mineral exploration trust and such statutory levies payable to the State Government/GoI or to any other Authority shall be borne by the Purchaser on the basis of grade of Coal as declared by the Seller, as applicable at the time of delivery. It is clarified that these shall form part of the As Delivered Price of Coal.
- 10.6. In all cases, the entire freight charges, irrespective of the mode of transportation of the Coal supplied, shall be borne by and to the account of the Purchaser.
- 10.7. Tentative Pricing structure is quoted below for reference .This is subject to changes commensurate with Applicable Laws & financial guidelines of GoI and State Government on statutory & other payments from time to time. However, TPA Coal sampling analysis charges shall be borne by Seller and Purchaser on 50:50 basis and separate bills shall be raised by Seller for reimbursement of same for proper accounting (if Seller directly pays the total amount to TPA). Incase of tripartite agreement between Seller, Purchaser & TPA, 50% charges each shall be paid by Purchaser & Seller directly to TPA.

Sl No	Type of Charge	Applicable Rate
1	Base Price	CIL Notified Price for relevant Grade of Coal or Input Price of Coal including RoE as determined/Approved by concerned Regulatory Commissions or Seller.
2	Crushing / Sizing (for -100 mm size coal)	CIL Notification/currently Rs 87 per tonne
3	Evacuation facility charges	CIL Notification/currently Rs 60 per tonne
4	Surface Transportation Charges	CIL Notification/currently Rs 83/Tonne
5	Royalty	Govt. Notification/currently @ 14 % of bid value
6	NMET	Govt. Notification/currently @ 2% of Royalty
7	DMF	Govt. Notification/currently @ 10% of Royalty
8	GST	Govt. Notification/currently 5%
9	State compensation cess	Govt. Notification/currently Rs 400 per tone
10	TCS	Govt. Notification/currently @ 1%
11	i3ms user fee/application fees	Actuals
12	Sampling charges	50% of Actuals
13	Reserve price	Actuals



11. MONTHLY BILLS:

- 11.1. Each month, the Seller shall issue to the Purchaser a signed Monthly invoice for the immediately preceding month (**Monthly Bill**) on the basis of declared grade of Coal.
- 11.2. Each Monthly Bill shall include details of the container wise delivery of Coal specifying the quantity and quality as per the declared grade of Coal.
- 11.3. The final adjustment based on analysed GCV shall be required to be done on monthly basis. The excess payment / recovery shall be effected by way of credit notes / Supplementary Bills.
- 11.4. It is clarified that for the purposes of sampling invoice, samples collected as per Schedule – IV shall be considered.

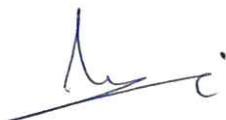
12. SUPPLEMENTARY BILLS/CLAIMS:

Supplementary Bills shall be raised by either Party for the following:

- a) adjustments on account of quarterly or yearly reconciliations at the end of every Quarter or year as per Clause 15.5;
- b) payment of interest owed by either Party to the other, on monthly basis;
- c) compensation for short supply/lifting, as calculated in accordance with Clause 4.2.2; and
- d) the amount arising out of final settlement of any bill pursuant to dispute resolution in accordance with Clause 18. (each bill containing any of the above, a **Supplementary Bill**)

Till the determination of input price of Coal, bills shall be raised by the Seller and paid by the Buyer as per the CIL Notified Price of Declared Grade of Mine. Supplementary Bills shall be raised by Seller/Purchaser basing on the analysed grade of Coal obtained through sampling and analysis of Coal at Coal Mine end in accordance with Schedule - IV.

After the determination of Input Price of Coal, in case the weighted average GCV of Coal supplied to the Buyer in a Year is higher than the mid-point of Grade of the Coal Mine as per the approved mining plan and the actual stripping ratio for the year is higher than the stripping ratio as per approved mining plan, then the Seller shall raise the Supplementary Bill to the extent of any liability incurred by the Seller (on account of stripping ratio adjustment).



13. CHANGE OF LAW:

- 13.1. If any Change of Law occurs, the compliance of which affects or is likely to affect the costs and expenses incurred by the Seller in the performance of this Agreement, the Seller shall be entitled to seek an equitable adjustment to the As Delivered Price of Coal and/or the terms of this Agreement to put the Seller back in the same financial position it would have been had the Change of Law not occurred. The Seller shall support its claim for adjustment to the As Delivered Price of Coal and/or the terms of this Agreement with documentary evidence of the impact of the Change of Law and the Parties shall endeavour to mutually agree on the required adjustments in the As Delivered Price of Coal and/or the terms of this Agreement to account for such Change of Law within 30 days of submission of a claim (along with all necessary supporting documents) by the affected Party regarding such adjustment.
- 13.2. In case any revision/amendment as a result of any regulatory or statutory directive imposed on the Seller under Applicable Law or in case of any change arising out of Coal Mine operating conditions, which has direct bearing on Coal cost, which is not within the purview of this Agreement, either Party may, by prior written notice to the other Party, of a period not less than thirty (30) days, seek a review of this Agreement.
- 13.3. If the Parties are unable to mutually agree on the relief to be provided under this Clause within the stipulated time, the Parties may refer their differences or disputes to arbitration in accordance with Clause 18.
- 13.4. Without prejudice to the above, the Seller shall have the right to suspend the performance of its obligations under this Agreement pending agreement or adjudication of cost impact of a Change of Law, unless the Parties mutually agree to an interim solution in writing. However, such suspension will be subject to approval of Government of Odisha.

14. NOTICE:

In the event, either Party owing payment of any amount to the other Party defaults in making such payment, the Party not in default shall give a written notice to the Party in default.

15. PAYMENTS:

- 15.1. Seller shall raise Monthly Bills for payment as per Clause 11 and Purchaser shall release the payments stipulated in such bills by the Payment Due Date.
- 15.2. Seller shall raise the Supplementary Bills/debit note/credit note on account of Grade/Quantity variation on monthly basis and the Purchaser shall release the payment for the same within the Payment Due Date.



15.3. All the payments to the Seller shall be made through demand draft / banker's cheque/ electronic fund transfer payable at Bhubaneswar/ letter of credit. In case the Seller accepts Letter of Credit (LC) of Purchaser against Coal sale, all expenses and costs of such LC will be to the Purchaser's account. In the event of non-payment within the aforesaid stipulated period, the Purchaser shall be liable to pay late payment surcharge at the Interest Rate for the period of delay.

15.4. The mode of payment may be modified by mutual agreement of both Purchaser & Seller.

15.5. Reconciliation / Adjustments:

15.5.1. The Parties agree that:

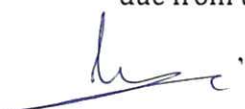
- a) All payments made against Monthly Bills and other bills shall be subject to quarterly reconciliation at the beginning of the following quarter and annual reconciliation at the end of each Year to take into account Coal supplied, late payment surcharge, or any other reasonable circumstance provided under this Agreement; and
- b) Upon all data in respect of any quarter or a full Year as the case may be being finally verified and adjusted, Seller and Purchaser shall jointly sign such reconciliation statement. Such reconciliation statement shall further be certified by the statutory auditor of Seller and Purchaser separately.

15.5.2. Upon signing of a reconciliation statement, Seller shall raise a Supplementary Bill for any payments required to be made by the Purchaser or a credit note for amounts owed to the Purchaser, if any, for the relevant quarter/ Year along with the Monthly Bill for any week in the succeeding month. Interest equal to the late payment surcharge shall be payable by the Seller in such a case from the date on which excess payment had been made to the Seller or Late Payment Surcharge shall be payable by the Purchaser from the date on which any payment was originally due from Purchaser, as may be applicable, till the date of issuance of the Supplementary Bill in which such adjustment is accounted for.

15.5.3. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Clause 18.

16. INTEREST:

With respect to default in making any payment due in terms of this Agreement by one Party to the other, the defaulting Party shall be liable to pay Interest at the Interest Rate on the total sum outstanding and for the period the payment has remained over due from the relevant due date.



17. SUSPENSION OF COAL SUPPLIES

The Seller shall have the right to suspend the delivery of Coal to the Purchaser as per the advice of Govt of Odisha / GoI. The Seller may also suspend its obligations hereunder for the following reasons under intimation to Government of Odisha

- a) If any payment due and payable under this Agreement is not made by the Purchaser and is not able to be recovered through the Security Deposit (if provided) within 30 days of the expiry of the relevant due date;
- b) Failure by Purchaser to maintain the Security Deposit in accordance with Clause 3.1.
- c) Pursuant to a Change of Law event, in accordance with Clause 13.

However, before suspension of coal supply, a minimum notice period of 02 (Two) weeks shall be given.

18. RESOLUTION OF DISPUTES:

In the event of any dispute or differences between the Purchaser and the Seller arising out of or in connection with this Agreement, including but not limited to performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (**Dispute**), such Dispute shall be resolved amicably by mutual consultation. The Party which considers that a Dispute has arisen shall give a written notice setting out the material particulars of the dispute (**Dispute Notice**) to the other Party. As soon and reasonably practicable, but no later than twenty one (21) days of the Dispute Notice having been delivered to the other Party, both the Parties shall meet and attempt to amicably resolve the Dispute within twenty one (21) days of the first discussion. Once the Dispute is resolved, the terms of the settlement shall be recorded in writing and signed by both the Parties.

If such resolution is not possible, then, the unresolved dispute or difference may be referred by either Party to the Department of Energy, Govt. of Odisha. If the Parties fail to resolve the Dispute even after reference to the Department of Energy, Govt. of Odisha (or either Party does not agree) within 6 months from the date of referral of the Dispute to the Department of Energy, Government of Odisha, then either Party may refer the Dispute to arbitration by a sole arbitrator in terms of the Arbitration & Conciliation Act, 1996 and rules made thereunder from time to time. The sole arbitrator shall be nominated by " Principal Secretary, Department of Energy, Govt. of Odisha". In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the " Principal Secretary, Department of Energy, Govt. Of Odisha " shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.



Any decision or award of the arbitral tribunal shall be final. The Parties hereto agree that the arbitral award shall be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that judgement upon the arbitral award may be entered in any court of competent jurisdiction.

The seat and venue of the arbitration proceeding shall be Bhubaneswar.

Provided that if a Dispute is of a technical nature regarding quantity and quality of Coal delivered, then, prior to referring the matter to the to the Department of Energy, Govt. of Odisha, the Parties may, if both Parties agree, refer the matter to an Independent Engineer. All costs in relation to appointment of an Independent Engineer shall be jointly borne equally by the Seller and the Purchaser. The Independent Engineer's decision shall be binding on the Parties, if not disputed in within 30 days of the Independent Engineer's decision in writing.

19. TERMINATION OF AGREEMENT:

- 19.1. This Agreement may be terminated as per the advice / directive by Govt of Odisha / Govt. of India.
- 19.2. This Agreement may also be forthwith terminated for the following reasons, pursuant to written notice by the relevant Party:
- a) If agreed between the Parties to be terminated prior to the Term.
 - b) By the Seller, in the event of non payment of amounts due and payable under this Agreement by the Purchaser beyond 60 days of the relevant due date.
 - c) By the non-defaulting Party, if the cap on Delivery Compensation as provided in clause 4.2.6 is breached for 2 (two) consecutive Years.
 - d) By the Seller, upon termination of the Allotment Agreement for any reasons whatsoever.
 - e) By the non-defaulting Party, upon any material breach by the defaulting Party which is not cured within 45 days of notice of such breach by the non-defaulting Party, provided that termination for non-payment and short-delivery/lifting of Coal shall be as per sub-clauses (b) and (c) above.
 - f) By either party by providing prior written notice for a period of 90 days, where any Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Act, as described in Clause 20 below; and such inability to perform lasts for not less than a continuous period of 3 months or an aggregate period of 6 months in any Year. In such event, the termination shall take effect on expiry of such notice period of 90 days.
 - g) By a Party if the other Party becomes insolvent or bankrupt including if proceedings are admitted against a Party under the Insolvency and Bankruptcy



Page 22 of 40

Code, 2016 and a moratorium has come into effect in terms thereof, or is subject to winding up or liquidation.

19.3. In the event:

- (a) the Allotment Agreement for the Coal Mine is terminated for reasons attributable to the Purchaser, the Purchaser shall indemnify and hold harmless the Seller from and against all claims and losses of whatever nature suffered or incurred by them due to termination of the Allotment Agreement, including with respect to the invocation of the performance bank guarantee submitted to the President of India by the Seller.

19.4. Termination of this Agreement shall be without prejudice to the accrued rights and obligations of either Party as at immediately prior to the termination. On termination of the Agreement, State Government shall be duly informed by the Party terminating the Agreement, of such termination. Save as expressly provided under this Agreement, neither Party shall have any liability towards the other on and from the date of termination of this Agreement.

19.5. Notwithstanding the provisions of Clause 19.2 and 19.3 above, in the event of any material change in the coal distribution system of Seller due to a Government directive/ notification, at any time after the execution of this Agreement, the same shall be notified by the Seller to the Purchaser in writing. In the event the Seller decides to terminate this Agreement, arising out of any such change, it shall notify the Purchaser at least 30 days in advance of such termination coming into effect and the Seller shall stand relieved of any obligation under the Agreement. For the avoidance of any doubt, Seller shall bear no liability on account of such termination.

20. **FORCE MAJEURE:**

20.1. As used in this Agreement, the expression "Force Majeure" or "Force Majeure Act" means any act, circumstance or event or a combination of acts, circumstances and events which wholly or partially prevents or delays the performance of obligations of either party arising under this Agreement (**Non-Performing Party**) when such act, circumstance or event is not reasonably within the control of and not caused by the fault or negligence of the Non-Performing Party, and could not have been prevented, overcome or remedied by the Non-Performing Party by exercising a standard of care and diligence consistent with good industry practices and provided that such act, circumstance or event is in or similar to one or more of the following categories:

- a) Act of God including flood, inundation of mine, drought, lightning, cyclone, storm, earthquake or geological disturbances, eruption of gases, other exceptionally adverse weather conditions and such like natural occurrences;



- b) Any law, ordinance or order of the Central or State Government, or any direction of any Authority that restricts performance of the obligations hereunder, either independently or in response to an event listed hereunder;
- c) Any Change of Law which cannot be dealt with solely by way of compensation/adjustment to the Agreement as provided in Clause 13;
- d) Epidemic, plague or pandemic;
- e) Any delay or direction or order on the part of the Government of India or relevant State Government on denial or refusal to grant or renew, or any revocation, or modification of any required permit or mining lease or governmental approvals provided that such delay, modification, denial, refusal or revocation was not due to a cause attributable to the non-performing Party';
- f) Mine fires and inundation where either is caused due to natural causes despite normal precautions in accordance with extant mining practices in India, explosion, fire at the Coal Mine and other fire/contamination of atmosphere by radioactive or hazardous substances or any untoward incidents/ accident at plant/Coal Mine;
- g) unexpected geological conditions at the Coal Mine such as faults, igneous intrusions (dykes & sills), sand channels and washouts, affecting the Seller; or
- h) industry wide strikes and labour disturbances having a nationwide, state-wide or district-wide impact in India;
- i) War (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of foreign or public enemies or civil disturbance , invasion, armed conflict, blockade, embargo, revolution, military action, acts of terrorism, religious strife, communal violence, extremist action or politically motivated sabotage or sabotage or abductions; or
- j) Nationalization or compulsory acquisition by any Authority of any material assets or rights of the Seller.

20.2. It is clarified that any Force Majeure affecting the performance of the Purchaser's or Seller's contractors appointed for performance of this Agreement shall be deemed to be an event of Force Majeure affecting the Purchaser or Seller. Provided that a Force Majeure act, circumstance or event shall not include:

- a) economic hardship, equipment failure or breakdown other than as specifically set forth above.
- b) the delay, default or failure to perform by any sub-contractor, unless caused by a Force Majeure Act;



- c) strikes or labour disturbances involving only employees of the Non-Performing Party;
- d) unavailability, shortages or price fluctuations with respect to materials, supplies or components of equipment or other services; late delivery of materials, supplies or components of equipment, unless caused by a Force Majeure Act.
- e) Any lockdown, restriction, guideline issued by any Authority in response to the Covid 19 pandemic which is already in place as on the Signature Date.

20.3. Burden of Proof:

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

20.4. Effect of Force Majeure:

If either Party is wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Act or its impact, then that the Non-Performing Party shall be excused from whatever performance is affected by the Force Majeure Act to the extent so affected, provided that:

- a) Within 5 (five) days after the occurrence of the inability to perform due to a Force Majeure Act, the Non-Performing Party provides a written notice to the other Party of the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and continues to furnish periodic reports with respect thereto, every 7 (seven) days, during the period of Force Majeure.
- b) The Non-Performing Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure as soon as possible the said Force Majeure Act.
- c) The suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the said Force Majeure Act.
- d) The Non-Performing Party shall provide the other Party with prompt notice of the cessation of the said Force Majeure Act giving rise to the excuse from performance and shall thereupon resume normal performance of obligations under this Agreement with utmost promptitude.



- e) The non-performance of any obligation of either Party that was required to be performed prior to the occurrence of a Force Majeure Act shall not be excused as a result of such subsequent Force Majeure Act.
- f) The occurrence of a Force Majeure Act shall not relieve either Party from its obligations to make any payment hereunder for performance rendered prior to the occurrence of the Force Majeure Act or for partial performance hereunder during periods of Force Majeure.
- g) The Force Majeure Act shall not relieve either Party from its obligation to comply with Applicable Laws. The Non-Performing Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.

21. MISCELLANEOUS:

- 21.1. Recovery: Any amounts due and payable hereunder which are not paid by the Purchaser within the prescribed time limits may be recovered by the Seller from the Security Deposit.
- 21.2. Amendment: This Agreement can be amended or modified with written consent of the Parties.
- 21.3. Severability and Renegotiation: In the event any part or provision of this Agreement becomes, for any reason, unenforceable or is declared invalid by a competent court of law or tribunal, the rest of this Agreement shall remain in full force and effect as if the unenforceable or invalid portions had not been part of this Agreement, and in such eventuality the Parties agree to negotiate with a view to amend or modify this Agreement for achieving the original intent of the Parties.
- 21.4. Governing Law: This Agreement, and the rights and obligations hereunder shall be interpreted, construed and governed by the laws, regulations and rules in force in India.
- 21.5. Entirety: This Agreement and the Schedules, and such documents attached or referred hereto are intended by the Parties as the final expression of their Agreement and are intended also as a complete and exclusive statement of the terms of their Agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters contained in this Agreement are hereby abrogated and withdrawn.
- 21.6. Counterpart: This Agreement may be executed in any number of counterparts and each counterpart shall have the same force and effect as the original instrument.



- 21.7. The CEO, OCPL or his representative/s nominated for the purpose shall be authorised to act for and on behalf of the Seller. The Director (Operations), OPGC or his representative nominated for the purpose shall be authorized to act for and on behalf of the Purchaser.
- 21.8. It shall be the responsibility of the Parties to ensure that any change in the address for service or in the particulars of the designated representative is notified to the other Party and all other concerned, before effecting a change and in any case within two Business Days of such change.
- 21.9. All notices under this Agreement shall be made in writing and shall be either in Hindi or in English.
- 21.10. The Parties agree that except as otherwise expressly agreed in this Agreement, neither Party shall have any right or entitlement to any consequential losses, costs or damages, loss of profit or market, as a result of a breach by the other Party of this Agreement.
- 21.11. The deductions/adjustments referred to in Clause 4 are in the nature of liquidated damages and the Parties agree that such amounts represent the genuine pre-estimate of damages that the Purchaser or Seller (as the case may be) may suffer on account of related defaults.
- 21.12. This Agreement may be extended to Unit - 1 & 2 of OPGC with due approval from GoI / GoO.
- 21.13. It is at the discretion of OCPL Board to moderate /waive off provisions pertaining to interest or submission of Security Deposit.
- 21.14. Unless otherwise specified, the notices to be sent by the Seller to Purchaser or by Purchaser to the Seller shall be at the following addresses:

SELLER:	Purchaser:
1. Postal Address: Odisha Coal and Power Limited, Zone-A, Ground Floor, Fortune Towers. Chandrasekharpur, Bhubaneswar, Odisha-751023	1. Postal Address: Odisha Power Generation Corporation Limited, Zone-A, 7 th Floor, Fortune Towers. Chandrasekharpur, Bhubaneswar, Odisha- 751023
2. Phone No: 0674-2300654/664	2. Phone No: 0674-2303765
3. FAX: 0674-2300657	3. FAX: 0674-2303755
4. e-Mail: mines@ocpl.org.in	4. e-Mail:

- 21.15. Manner of sale of Surplus Coal of Seller : It will be at the discretion of Seller to decide on manner of sale of Surplus Coal in accordance with applicable guidelines of Govt.of India. The quantum of Surplus Coal shall be determined commensurate with unlifted quantity by EUP reconciled every quarter with MSQ.



21.16. The quantum of coal produced by the Seller in excess of ACQ to meet the efficiency parameters of the coal blocks shall also be treated as Surplus Coal.

21.17. The loss/profit accrued through the sale of Surplus Coal shall be dealt separately and shall not be considered while determining the Input Price of Coal.

21.18. Representation, Warranties and Covenants

- a) Each Party hereby represents and warrants to the other Party that this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- b) The Parties shall take all action required under Applicable Laws in connection with its obligations under this Agreement, including without limitation compliance with any reporting or notice requirements under Applicable Laws relating to environmental matters.
- c) Each Party agrees to defend, indemnify and hold harmless the other Party and its officers, directors, employees and agents thereof, from and against any and all liabilities (including third party liabilities), lawsuits, claims of any kind, damages, losses, fines, penalties, interest, fee, and assessments by any public agency, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), which are suffered, incurred, brought or paid by a Party as a result of the other Party's: (a) breach of its obligations under this Agreement; (b) acts or omissions resulting in injury to or death of persons or damage to or loss of property of such persons; (c) breach of Applicable Law or Approvals, including the Allotment Agreement; and (d) representations and warranties contained in this Agreement being found to be untrue or misleading.

21.19. Assignment: Neither Party shall, without the express prior written consent of the other Party (which consent shall not be unreasonably withheld), assign or transfer to any third party this Agreement or any part thereof, or any right, benefit, obligation or interest therein or there under, provided that the assignee shall, where consent is granted, agree to be bound by the provisions of this Agreement.

21.20. Limitation of Liability: The Parties agree that except as otherwise expressly agreed in this Agreement, neither Party shall have any right or entitlement to any indirect, special or consequential losses, costs or damages; loss of profit; loss of production; loss of generation; loss of revenue; loss of use, as a result of a breach by the other Party of this Agreement.

21.21. A copy of the MSA and the Allotment Agreement have been shared with OPGC prior to the Signature Date and OPGC is aware of their terms.

21.22. Survival: All representations, warranties, covenants and provisions contained herein that by their nature survive, shall survive the termination or expiration of this Agreement.



Page 28 of 40

22. QUALITY:

22.1. The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement commensurate with approved mining plan of Manoharpur and Dip side Manoharpur Coal Mine. The Seller shall take all reasonable steps to adhere to supply Coal in accordance with the Schedule-II, including removal of stones above 100mm, shale and extraneous matters before loading of the coal. Complaint, if any, regarding the quality of Coal shall be made by the Purchaser giving specific details of the consignment to the Mine Operator of the Seller.

22.2. Seller shall endeavor to maintain daywise weighted average GCV of Coal in the range of 3101-3400 Kcal/Kg on equilibrated basis through selective mining method .

22.3. Excess Surface Moisture:

In the event that monthly weighted average Surface Moisture in Coal exceeds seven percent (7%) during the months from October to May and nine percent (9%) during the months from June to September, the Coal quantities delivered to the Purchaser during such month shall be adjusted for the resultant excess Surface Moisture, which shall be calculated in percentage by which the Surface Moisture exceeds the foregoing limits.

The Seller shall give regular credit note on account of excess Surface Moisture, calculated at the rate of Base Price of analysed Grade of Coal.

Sampling and analysis for the purpose of determination of Surface Moisture for weight adjustment shall be done by the Third Party Agency as per the IS procedure.

Adjustment of delivered quantity of Coal for Surface Moisture, $MT = (X\% - SM\%) * DQ$

Where,

X % = Actual analysed monthly weighted average Surface Moisture % for the respective month

SM% = % Limit of Surface Moisture for the respective month

DQ = The aggregate total quantity of Coal delivered at the Loading Point, in Tonne, for the respective month.

22.4. Third Party Sampling:

22.4.1. The Third Party Sampling and analysis shall be carried out at the Coal Mine end in accordance with the procedure for third party sampling as per Schedule IV.



- a) Failure of the Purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the Seller.
- b) If for any reason whatsoever, the third party sampling/ joint sampling cannot be conducted in accordance with the procedure for third party sampling as per Schedule III, the said consignment will be treated in the manner as may be mutually agreed
- c) The Third Party Agency shall be engaged by Seller in consultation with the Purchaser to carryout the sampling and analysis of coal as per Scehdule-IV.
- d) 50% share of the cost of third party sampling shall be borne by the Purchaser. Seller shall raise the invoices on the expenses made towards the cost of third party sampling.

Dues arising out of credit note/debit note on account of quality variation shall be payable by the concerned party within Payment Due Date. In case of issue of debit note, the differential price with all applicable taxes and levies shall be payable.

In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.

22.5. Seller shall not be held liable for any deterioration of coal quality arising out of unlifted MSQ.

Signed in presence of the witness /witnesses under mentioned on 31st Day of March 2022

Name of the Seller: Odisha Coal and Power Limited.

Name:



Designation: Chief Executive Officer
Odisha Coal and Power Ltd.
Bhubaneswar

Witness (with Name and Designation):

1. Anshuman Kumar
GM (CRCA)
2. Ramakrishna Acharya
Sr. Manager (Fin)

Name of the Purchaser: Odisha Power Generation Corporation Limited.

Name:



Designation: Managing Director
Odisha Power Generation Corporation Ltd.
Bhubaneswar

Witness (with Name and Designation):

1. Manoj Kumar Mishra
Company Secretary OPGC
2. A.K. Pandey
Head (Finance)
OPGC

SCHEDULES:

The Schedules detailed below shall form part of this Agreement.

Schedule - I - Bank Guarantee Pro-forma for Security Deposit (Clause 3.1)

Schedule - II - Annual Contracted Quantity (Clause 4.1)

Schedule - III - Procedure for sampling, sample preparation and analysis.

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SCHEDULE-I

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT (Refer Clause 3.1) On Rs. 50/- Non judicial Stamp Paper

This Security Deposit is executed on this [•] day of [•] at [•]

BY

[•] with its registered office at [•] and a branch office at [•] (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns)

IN FAVOUR OF

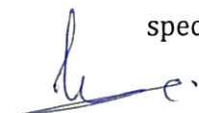
Odisha Coal and Power Limited, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha hereinafter referred to as the "Seller", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns).

WHEREAS

- (A) Odisha Power Generation Corporation Limited with its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023, hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns) and the Seller have executed a **Fuel Supply Agreement** On --/03/2022 ("Contract").
- (B) In terms of _____ of the Agreement, Purchaser is required to furnish a an unconditional, irrevocable, on demand bank guarantee ("Guarantee") for INR [insert amount] ("Guaranteed Amount") in favour of the Seller.
- (C) The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Purchaser and for sufficient consideration, the Bank has agreed to issue this Guarantee in favour of the Seller.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank shall upon a written demand from the Seller informing the Bank of the Purchaser's failure to fulfill its obligations under the Contract, immediately pay to the Seller, upon receipt of such written demand from the Seller, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to the Seller or the Purchaser or to the provisions of the Contract, forthwith and in full amount, without any deductions or set off or counter claims whatsoever, the sum claimed by the Seller in such demand not exceeding an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or



any dispute raised by the Purchaser or any other person.

The Bank agrees that this Guarantee does not limit the number of claims that may be made by the Seller against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Seller receives the full amount due hereunder as if no such withholding had occurred.

2. This Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:
 - (i) Payment by the Bank of the Guaranteed Amount in full to the Seller;
 - (ii) Seller notifying the Bank in writing that the Seller has no further entitlement under this Guarantee; and
 - (iii) [please insert date], with an additional claim period of 90 days.

upon which the obligations of the Bank under this Guarantee shall stand discharged.

3. The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Purchaser or any change in ownership of the Purchaser or any purported assignment by the Purchaser or any other circumstance whatsoever which might otherwise constitute a discharge or defense of a guarantor or a surety.
Further, this Guarantee is in no way conditional upon any requirement that the Seller first attempts to procure the Guaranteed Amount from the Purchaser or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount.
4. The Bank hereby agrees that its liability under this Guarantee shall not be discharged by virtue of any agreement between the Purchaser and the Seller, whether with or without the Bank's knowledge, or by reason of the Seller showing any indulgence or forbearance to the Purchaser.
5. The Bank's obligations under this Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.
6. The obligations of the Bank under this Advance Performance Security shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or the Seller):

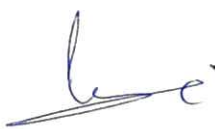


- (a) any time or waiver granted to, or composition with, the Purchaser or any other person;
- (b) any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Purchaser or any other person;
- (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
- (d) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount); or
- (f) any part performance of the Contract by the Purchaser or by any failure by the Seller to timely pay or perform any of its obligations under the Contract.

7. So long as any sum remains owing by the Purchaser to the Seller, the Bank shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Purchaser (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Purchaser or any such other person in competition with the Seller. If the Bank receives any payment or benefit in breach of this Clause 7, it shall hold the same in trust for the Seller.

8. The Bank represents, warrants and undertakes to the Seller that:

- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance by it of this Guarantee;
- (b) the Bank has duly executed and delivered this Performance Security, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
- (c) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental



instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

- (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
- (e) this Guarantee will be enforceable when presented for payment to the branch office of the Bank in Bhubaneswar.

- 9. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Seller in exercising any right, power or privilege hereunder and no course of dealing between the Seller and the Bank, or the Purchaser, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Seller to replace the invalid, illegal or unenforceable provision.
- 11. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Performance Security.
- 12. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Bank and the Seller shall constitute a single binding agreement.
- 13. Any demand, notice, request or other communication to be given or made under this Guarantee shall be deemed to have been duly given or served:
 - (a) Upon the Seller, at [please insert address] marked for the attention of [please insert name];
 - (b) Upon the Bank, at [insert], India.
- 14. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action, suit or proceeding



arising out of or relating to this Guarantee may be brought in the courts in Bhubaneswar.

15. The Seller may assign or transfer all or any part of its interest herein to any other person with prior notification to the Bank. The Bank may not assign or transfer any of its rights or obligations under this Guarantee.

IN WITNESS WHEREOF the Bank has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [insert name of Bank] Bank by hand



SCHEDULE-II**Annual Contracted Quantity (Refer Clause 4.1)****Annual Contract Quantity**

Annual Contracted Quantity (Lakh Tonnes)	GCV (Kcal/Kg)	Size of Coal	Mode of Transport	Coalfield of the seller
8 Million Tonnes per year	3101 - 3400	-100mm	By Road /Rail/MGR	Manoharpur and Dipside Manoharpur Coal Mine

Monthly Scheduled Quantity (SQ)

The Monthly Scheduled Quantities for the Operating Year shall be as per the table below.

Q1 (April-June)	one third of 25% of ACQ with a monthly variation of $\pm 15\%$
Q2 (July-September)	one third of 22% of ACQ with a monthly variation of $\pm 15\%$
Q3 (October-December)	one third of 25% of ACQ with a monthly variation of $\pm 15\%$
Q4 (January-March)	one third of 28% of ACQ with a monthly variation of $\pm 15\%$



SAMPLING, SAMPLE PREPARATION AND ANALYSIS

1. Sample Collection:

- a. Samples of Coal shall be collected by the Independent/Third Party Sampling Agency as per the following mechanism:
- I. Samples shall be collected from moving conveyor belt through Auto sampler at Delivery Point prior to loading to Surge bins of (Rapid Loading System) RLS in accordance with IS 436 Part-I/Sec2 -1976.
 - II. In case the auto sampler is not available or a dispute pointed out by Purchaser or the Seller or any Authority, each rake of coal loaded under the Agreement shall be sampled in accordance with procedure laid down in IS 436 Part-I/Sec1 -1976 for sampling from loaded wagons. The collection of samples shall be done by use of Mechanical sampling equipment like Mobile Auger and if the mobile auger is not engaged then manual sampling shall be done.
 - III. For the coal dispatched through road mode, the collection of samples shall be done by use of Mechanical sampling equipment like Mobile Auger and if the mobile auger is not engaged then manual sampling shall be done.

The Independent/ third party sampling agency shall prepare Standard Operating procedure for collection of samples on each of the above modes. While preparing the SOP, the independent/ third party sampling agency may consider the suggestions of MO, OPGC and OCPL. The final SOP shall be vetted by OCPL and shall be circulated to MO, OCPL and OPGC and the same shall be the accepted methodology for sampling for the purpose of this agreement.

- a) It is expressly clarified that the quantity of coal lying in surge bins is considered as rolling quantity and hence the sample quantity collected through auto sampler during the loading of rake will be reckoned as the sample collected for that rake.
- b) The collected Samples shall be packed in such a manner so as to make them tamper proof and transported to the designated place. A detailed procedure for which may be worked out at sampling sites jointly by representatives of OPGC & OCPL and Independent/Third Party Agency and shall be incorporated in the Standard Operating Procedure prepared for the purpose.
- c) The design and operation of such sampling system, method of sample collection and the procedures used for sample preparation shall meet the requirements of IS: 436 Part1/sec2 or any statutory bodies.
- d) Name of the Coal Mine, Date of collection and other identification details such as Rake number etc. shall be maintained in a register and a proper code number shall be assigned for each sample for identification and reconciliation of results.
- e) Each sample shall be assigned with a code number and will be identified by such code only and no other particulars will be indicated or written on the tag attached with the relevant bag containing the sample.



2. Preparation and Analysis of Collected Samples:

- a) The Sample collected in accordance with clause 1.1 above shall be divided into two portions. One portion (one fourth of the Sample) called Part-1, shall be used for analysis of Total Moisture and the other portion (three fourth of the Sample) called Part-2 shall be used for determination of ash, moisture and GCV on an equilibrated basis.
- b) The Part-2 Sample shall be reduced into laboratory sample on the date immediately following the date of collection in presence of representative of OCPL, MO and OPGC by the Independent/Third Party Sampling Agency. The samples shall be prepared in accordance with IS: 436 (Part I/Sec 1)-1964 and IS: 436 (Part 2)-1965. Samples shall be prepared for test in accordance with IS:1350 Part-I -1984.
- c) The final laboratory samples will be divided into five parts viz. Set - I, Set - II, Set - III, Set-IV and Set-V, as follows:
 - I. Set-I shall be used for analysis at loading end to determine the proximate analysis and GCV-equilibrated basis as per BIS standards IS 1350 Part-I-1984 and IS 1350 Part-II-1970 respectively.
 - II. Set-II shall be given to OPGC for analysing at its own laboratory.
 - III. Set-III shall be given to OCPL
 - IV. Set - IV and V shall be kept under joint seal of OCPL, OPGC and the Third Party as stand-by referee samples in the safe custody for a period of fourteen (45) days or until the analysis results of Set-I are accepted without dispute, whichever is earlier. The procedure for storage of stand-by sample shall be mutually agreed upon by the Parties
- d) Samples collected at the Loading Point shall be analysed within three-four (3-4) days from the date of preparation and distribution of laboratory sample for Proximate analysis of coal as per BIS Standards (IS: 1350 Part I -1984) and GCV as per (IS: 1350 Part-II-1970).

3. Preparation of total moisture sample and determination of total moisture:

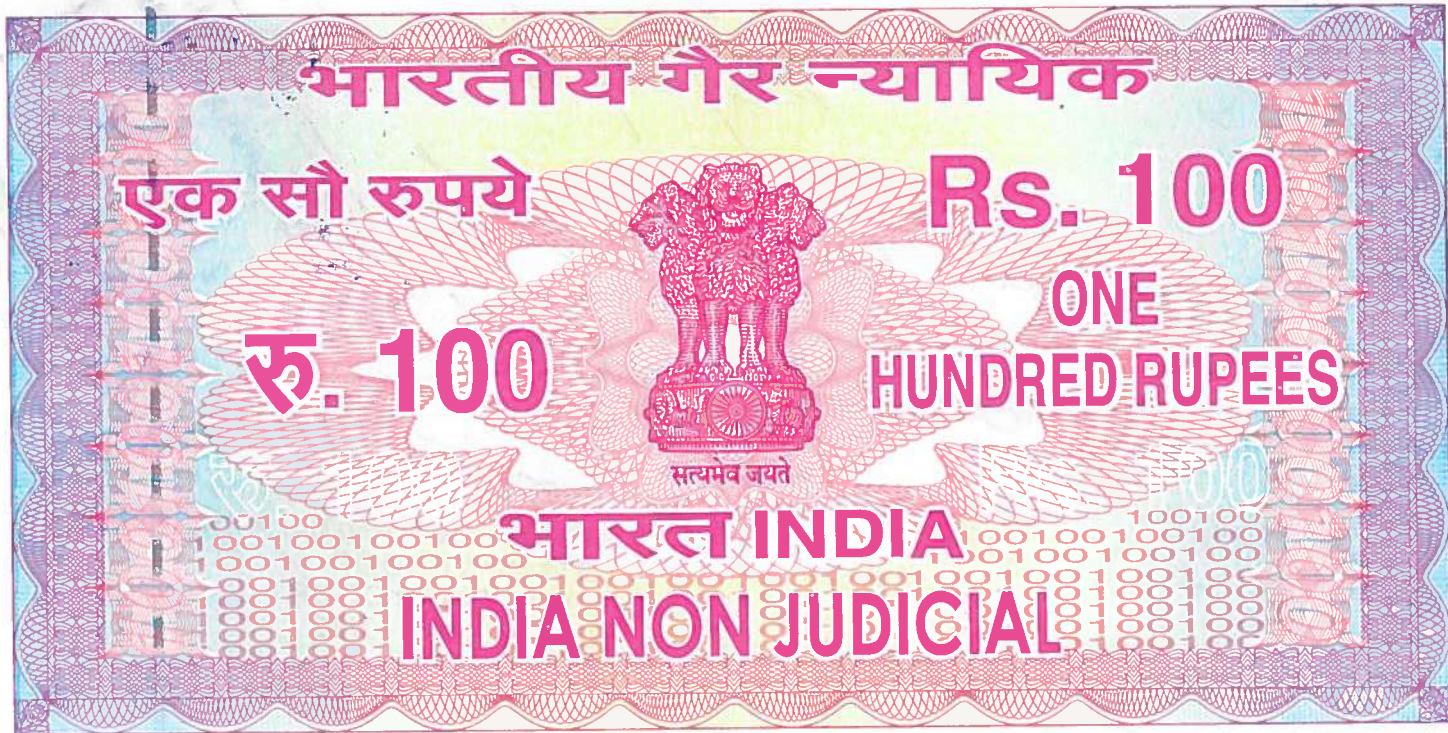
- a) Part-1 Sample shall be analysed by the Independent/Third Party Agency at the OCPL laboratory for determination of Total Moisture as per IS: 1350(Part -I) - 1984.
- b) The Part-1 samples so collected for Total Moisture analysis as mentioned above, shall be divided into two parts and shall be sealed in two previously weighed air tight plastic containers duly labelled and coded as Set-I™ and Set-II™ (the weight shall include any sealing material to be used also) immediately. Weight of each part of such sample shall be minimum 5 kg. The second set Set-II™ of Coal samples shall be set aside as stand-by sample. All the containers shall be sealed at the time of sample collection in such a manner that there is no loss of moisture. All the containers, after the collection of the sample and sealing, shall be individually weighed. All the weights, before and after the collection of samples shall be jointly recorded.
- c) The Total Moisture shall be determined as per IS 1350 Part -1 clause 6.4 Drying in Air (Two Stage) — Air Drying Followed by Oven Drying.

4. General terms and conditions

- a) Samples drawn at loading ends shall be analysed in designated OCPL laboratory in the presence of OPGC and OCPL representatives.
- b) The samples shall be identified jointly by the Third Party at the time of analysis in the laboratory by the code number already assigned.

- c) Proper analysis records shall be maintained at the laboratory where the samples are analysed. Daily analysis reports shall be provided by Independent/Third Party Sampling Agency to OPGC and OCPL representatives
- d) Monthly statements containing the details of each and every analysis result finalized during a month based on analysis, as the case may be, shall be prepared indicating inter-alia the quantity of Coal covered by the respective analysis results. Such monthly statements shall be duly authenticated jointly by the representative of OPGC and OCPL along with authorized Signatory of Sampling Third Party Agency, as applicable and respective analysis results shall be applied to the corresponding quality of Coal for billing/ commercial purpose.
- e) Check on Sampling System: Using bias test procedures approved by OPGC, the OCPL shall cause such sampling system to be tested periodically, for bias against stopped-belt reference samples. Such testing shall be scheduled such that when each trainload consignment of coal is sampled, the most recent bias test results are dated by no more than two previous years.
- f) Prior to the installation of any new sampling system or a modification of an existing sampling system, the Owner shall submit design drawings, specifications, and sample extraction parameters for the new or modified sampling system to OPGC for its approval, which shall not be unreasonably withheld.
- g) In case of any dispute regarding the results of the analysis of coal raised by OCPL, OPGC , the Referee Sample shall be sent to an accredited laboratory / agency mutually agreed by OCPL & OPGC for carrying out the relevant analysis. The results of the analysis shall be final and binding on the Parties.
- h) Third Party Sampling Agency shall be appointed by OCPL in consultation with OPGC.
- i) All tools, tackles plastic bags, sealing compound and other items required for collection of samples, its preparation, storage and all laboratory facilities for the purpose of analysis of samples at the loading point shall be provided by the OCPL.





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AGREEMENT

This Agreement is made on this 31st day of August 2018 by and between:

Odisha Coal and Power Limited, a company within the meaning of Section 2(45) of the Companies Act, 2013, organized under the laws of India with its registered office at Zone A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar – 751 023, Odisha, India (hereinafter referred to as the "**Owner**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns); and

BGR Mining & Infra Limited, a company incorporated under the laws of India with its registered office at 8-2-596/R, Road No: 10, Banjara Hills, Hyderabad, Telangana-500034 and principal place of business in India (hereinafter referred to as the "**Mine Operator**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

WHEREAS

- a) The Owner is the leaseholder of the Manoharpur Coal Block (*defined below*) pursuant to the Allotment Agreement (*defined below*) and the Mining Lease (*defined below*) and intends to develop and operate the Manoharpur Coal Block through a mine operator and deliver coal extracted from the Manoharpur Coal Block to the Power Plant (*defined below*).
- b) The Owner invited proposals for the selection of a mine operator for the provision of the Mining Services (*defined below*) for the Manoharpur Coal Block on international competitive bidding basis.



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- c) BGR Mining & Infra Limited having sufficient resources and capacity to provide the Mining Services for the Manoharpur Coal Block participated in such international competitive bidding by submitting its proposal comprising the proposal for qualification with ref. no BGR/HYD/OCPL/MDO/RFQ/2017/01 dated 23rd March 2017, its technical proposal with ref. no BGR/HYD/OCPL/MO/MPR/2018-19/342 dated 26th May 2018 and its price proposal submitted on MSTC Platform dated 29th June 2018 (hereinafter collectively called "**Proposal**").
- d) The Owner through its letter of acceptance with ref. no OCPL/MO-001/265/502 dated 10th July 2018 ("**Letter of Acceptance**" or "**LoA**"), a copy of which is provided at Exhibit 1 to this Agreement, confirmed its acceptance of the Proposal, and awarded the contract for carrying out Mining Services to the BGR Mining & Infra Limited.
- e) The Parties therefore wish to enter into this Agreement to set out the mutually agreed terms and conditions in relation to the provision of the Mining Services for the Manoharpur Coal Block.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1.0 DEFINITIONS, INTERPRETATIONS AND CONTRACT DOCUMENTS

- 1.1. Definitions:** In this Agreement unless the context otherwise requires all capitalized terms shall have the meaning given to them herein below.

"**Acceptable Bank**" means any scheduled bank under the Reserve Bank of India Act, 1934 which is notified as a public sector bank by the Ministry of Finance, Government of India and having at least one branch office in the city of Bhubaneswar.

"**Adjudicator**" means, with respect to technical disputes, an expert employed by or empanelled with, the Central Mine Planning and Design Institute Limited or any other appropriate agency having expertise in the relevant technical subject and for other disputes, designated senior counsel of any High Court or of the Supreme Court.

"**Affiliate**" means and includes with respect to any company, corporation or incorporated entity, any other company, corporation or incorporated entity directly or indirectly Controlling, Controlled by such company, corporation or incorporated entity or under the common Control of the same company, corporation or incorporated entity who controls such company, corporation or incorporated entity and shall include Holding and Subsidiary Companies. For the purposes of this definition, "**Control**" means: (a) the ownership, directly or indirectly, of more than 50% (fifty percent) of the equity share capital and voting rights or the like in a company, corporation or incorporated entity; or (b) the power to control the composition of, or power to appoint more than fifty percent (50%) of the members of the board of directors, board of management, or other equivalent body of the company through ownership of equity share capital or by contract. "**Controls**", "**Controlling**", "**Controlled by**" and other derivatives shall be construed accordingly.



ix.

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"Agreement" means this agreement executed between the Owner and the Mine Operator together with the Schedules, Exhibits, attachments and the documents referred to therein.

"Allotment Agreement" means the allotment agreement of 30 March 2015 entered into between the Government of India and the Owner, and subsequently amended on 31 August 2015 and 26 December 2016, for the allocation of the Manoharpur Coal Block and the Dipside of Manoharpur coal block to the Owner, a copy of which is provided as part of the Bid Documents.

"Annual Contracted Quantity" or "ACQ" has the meaning given to it under Clause 14.2.

"Applicable Laws" means and includes any and all Acts, statutes, laws, codes, standards, regulations, permits, licenses, ordinances, rules, judgments, orders, decrees, directives, guidelines or policies (to the extent mandatory) of India or any similar form of decision or determination by, or any interpretation or administration of any of the foregoing, by any Authority concerning, relating to or having jurisdiction over any component of Mining Services, Mine Operator's Plant and Equipment, the Site, Mine Operator, any subcontractor, Owner, or any other services to be performed under this Agreement, including: (a) Site-specific environmental requirements (including those governing noise emissions), including but not limited to those identified in the Mining Services; and (b) any applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws.

"Approval" means any consent, authorisation, registration, filing, lodgement, notification, agreement, certificate, commission, lease, licence, permit, approval or exemption from, by or with an Authority as may be required from time to time in connection with the Site or performance of any obligation under this Agreement.

"Approved Annual Production Plan" or "AAPP" has the meaning given to it in Clause 14.1(b).

"Authority" means any national or state Government department, local Government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, boards, bureaus, instrumentalities, commissions, municipality, corporations, branches, directorates, agencies, ministries and any other statutory authority of Government of India or relevant State Government, exercising any sovereign function.

"Bank Overburden" means Overburden in its natural virgin state not previously moved by blasting or any other operations.

"Basic Term" has the meaning given to it in Clause 4.1.

"Base Mining Fee" means the base mining fee set out in Exhibit - 1, payable to the Mine Operator for the Mining Services.

"Bid Documents" means the RFQ and the RFP Documents, collectively.



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"Business Day" means a day other than a Sunday, a statutory holiday or any other day declared as a bank holiday in the State of Odisha.

"Change of Law" means:

- (i) a change in or coming into force of any Applicable Law; or
- (ii) change in the interpretation or application of any Applicable Law by a competent Authority which has become final, conclusive and binding,

that occurs subsequent to 22nd June 2018 but excluding: (a) any Applicable Laws that are enacted, promulgated or issued on or before the said date but will come into force after the said date; and (b) any changes of Applicable Law relating to taxation of net income or any other tax, duty, levy, impost, fee, cess, royalty or charge for which Mine Operator is responsible under this Agreement.

"CHP" means coal handling plant being developed by one of the Separate Contractors.

"Clause" means a clause of the main body of this Agreement from clause 1 (Definitions Interpretations and Contract Documents) through clause 28 (Miscellaneous Provisions), unless otherwise specified.

"Coal Controller" means the office of the Coal Controller, set up by the Ministry of Coal, Government of India.

"Coal Mines Regulation" means the Coal Mines Regulations, 2017.

"Coal Production Start Date" has the meaning given to it in Clause 4.4.

"Commencement Date" means the date of execution of this Agreement.

"Compliance Breach" has the meaning given to it in Clause 9(j).

"Confidential Information" means any information, object, document, data, programs, techniques, systems, processes or any such information (whether as an original or a copy marked as "Confidential" by a Party) relating to the affairs, business, finances, trade secrets or operations of such Party, however stored or recorded, or any other information communicated between the Parties that is not in the public domain or generally not known to third parties. However, any information as may be required to be provided to a third party under Right to Information Act, 2005 shall be excluded from Confidential Information.

"Contract Performance Guarantee" has the meaning given to it in Clause 6.1.

"Contracted Capacity" means annual rated production capacity of the Manoharpur Coal Block as per Mining Plan i.e. 8 MTPA.

"Deemed Delivery Quantity" or "DDQ" has the meaning ascribed to it in Clause



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15.2.1(b).

"Delay Event" means any one of the following provided each of these is not caused due to the acts or omissions or negligence or misconduct of the affected Party or any other employee, agent, servant or sub-contractor of the affected Party, and which directly delays the Development Stage obligations of such affected Party:

- (i) non-performance or delay in performance by the other Party of its Development Stage obligations, which adversely impacts the affected Party's ability to perform its obligations;
- (ii) delay caused in complying with any direction of an Authority, which direction was not attributable to the affected Party;
- (iii) suspension by the Owner, other than for reasons attributable to the Mine Operator;
- (iv) delay caused by any Change of Law; or
- (v) a Force Majeure event.

"Development Stage" has the meaning given to it in Clause 4.4.

"DGMS" means the Directorate General of Mines Safety.

"Direct Cost" means the actual, direct, out-of-pocket costs necessarily incurred and paid by the Mine Operator in good faith and in the proper performance of the Mining Services, without mark-up or adjustment for contingency, profit, overhead, risk, waste or any other reason (and not exceeding competitive market rates for similar work in the locality of the relevant areas). It is clarified that direct costs shall not include:

- (i) salaries or compensation of any of the Mine Operator's personnel not directly engaged in the performance of the Mining Services, including salaries or other compensation of any person at Mine Operator's principal office and branch offices;
- (ii) expenses of any of the Mine Operator's principal and branch offices;
- (iii) Mine Operator's profit, overhead or general expenses of any kind;
- (iv) any replacement, repair or other costs arising from any loss of or damage to any equipment, tools or other property owned or used by the Mine Operator, including any Mine Operator's Plant and Equipment; or
- (v) costs arising from Mine Operator's negligence, gross negligence or willful misconduct or that of any subcontractor.

"Dispute" has the meaning ascribed to it in Clause 23.1.

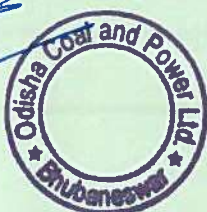


EXHIBIT 1 - LETTER OF ACCEPTANCE/PRICE SCHEDULE



Odisha
Coal and
Power
Limited

Odisha Coal and Power Limited
(A Government of Odisha Company)
CIN U10100OR2015SGC018623
Website: www.ocpl.org.in

Ref No: OCPL/MO-001/265/502

Date: 10/07/2018

To,

M/s BGR Mining & Infra Limited.
8-2-596/R, Road No: 10, Banjara Hills,
Hyderabad, Telengana-500034

Sub: LOA for the Work of "Development, Operation & Maintenance of Manoharpur Coal Mine Project "of Odisha Coal and Power Limited (OCPL).

Ref:

1. NIT No: OCPL/33/2016 dated 12th December 2016.
2. RFQ dated 12th December 2016 and subsequent amendments.
3. RFP dated 15th Sept, 2017 and subsequent amendments.
4. Your bid ref. No: BGR/HYD/OCPL/MO/MPR/2018-19/342 dated 26th May 2018.
5. Your confirmation and declaration submitted on 13th June 2018.
6. Your bids on the reverse auction platform of MSTC on 07 July 2018.

Dear Sir,

With reference to the above, OCPL ("Owner") is pleased to place this LOA with M/s BGR Mining & Infra Limited ("MO") for the work of "**Development, Operation & Maintenance of Manoharpur Coal Mine Project of OCPL**", pursuant to the RFP and the bidding process, with the following terms and conditions:

1. Scope of Work

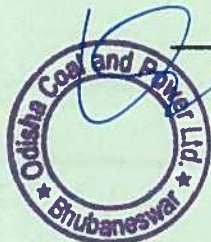
As a part of its scope of work, the Mine Operator (MO) is required to conduct all the mining operations required to deliver and load the specified quality and quantity of coal onto the railway wagons at the mine end on the Merry-Go-Round (MGR) of Odisha Power Generation Corporation Limited (OPGC) or into trucks at any other loading point as notified by the Owner subsequent to the extraction of coal. A brief Scope of Work, including but not limited to the followings, are indicated below:

- (i) Drilling, blasting, excavating, loading, transporting, dumping, dozing, and handling of coal and overburden;
- (ii) Operating and maintaining all mine infrastructures (whether provided by the Owner or developed by the MO), such as equipment workshop, electrical substations, pumping arrangements, lighting / illumination, equipment etc.;
- (iii) Developing and maintaining mine infrastructures like the electrical distribution system in the mine area, water supply, pumping and drainage system in mine and colony, haul roads and dump yards for overburden and coal and mine sewage system etc.;
- (iv) Operating and maintaining the water supply system from the Hirakud reservoir to the Manoharpur Coal Mine (approx. 47 km.);

Regd. Office: Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023

Phone: +91 674 2300654/664, Fax: +91 674 2300657

Site Office: At/Po. : Hemgiri, Dist.-Sundargarh-770013, Odisha



- (v) Operating and maintaining the Coal Handling Plant (CHP) along with the related infrastructure of CHP such as the Rapid Loading System (RLS) and the In-motion weigh bridge, etc ;
- (vi) Procuring, operating and maintaining the Heavy Earth Moving Machinery (HEMM) required for mining operations;
- (vii) Providing technical services like mine planning, geological services, surveying, etc;
- (viii) Recruitment, employment, training, safety and welfare of required personnel and workforce as per the applicable laws and all other works under the "Scope of Works" mentioned in Clause No:3.5 of the RFQ;
- (ix) Taking physical possession of the land owned by the Owner and carrying out the ground preparation including tree cutting, site clearances etc, for performing mining service.
- (x) The Mine Operator shall assist the Owner in the process of rehabilitation and resettlement of the balance project affected families of Manoharpur village and shifting to the R & R Colony.
- (xi) The Mine Operator shall be responsible for shifting of all villagers of Sanghumuda village.
- (xii) Mine Operator shall, with prior approval from Owner's Representative, give preference in employment to the project displaced persons depending upon their eligibility, technical qualification, entitlement & skill set. Further, Mine Operator shall make necessary arrangements to provide training to improve the skill set & suitably engage at least 150 of such displaced people.

The scope of work described above is indicative only and the detailed scope of work is set out in RFP documents.

2. Contract Period:

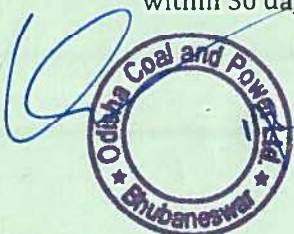
The contract period for the operation and maintenance of the Manoharpur Coal Mine Project by the MO will be 10 (Ten) years from the Coal Production Start Date as specified in the Mining Service Agreement (MSA). The contract period may be extended by the Owner on the terms and conditions contained in the MSA, 1 (One) year at a time, subject to a maximum of 2 (Two) years.

3. Contract Price:

The Base Mining Fee payable to the MO for the entire scope of work shall be INR (₹)399/- (Rupees Three hundred and ninety nine only) (excluding GST but including all other taxes and levies as applicable) per tonne of coal extracted and loaded into the wagons at the loading point of the MGR at the mine end or into trucks at any other loading point as notified by OCPL. The quality and quantity of the coal delivered shall comply strictly with the parameters and the terms & conditions as defined in the RFP and MSA. Applicable taxes shall be dealt with in accordance with Clause 16.9 of the MSA.

4. Security deposit:

The MO shall submit the Contract Performance Security as per the provisions of the MSA, within 30 days of the execution of the MSA.



	Particulars	Note No.	As at September 30, 2021	As at March 31, 2021
	ASSETS			
1	Non-current assets			
	(a) Property, Plant and Equipment	5	1,326.77	1,331.70
	(b) Right-of-Use Assets	6	39,350.54	39,384.68
	(c) Capital work-in-progress	7	103,238.43	101,760.78
	(d) Other Intangible assets	8	4,189.60	4,272.30
	(e) Financial Assets			
	(i) Loans	9	44.92	44.61
	(ii) Other financial assets	10	819.18	819.18
	(f) Other non-current assets	11	1,292.94	1,273.65
	Total Non - Current Assets		150,262.38	148,886.92
2	Current assets			
	(a) Inventories	12	184.75	4,683.33
	(b) Financial Assets			
	(i) Trade receivables	13	7,826.14	4,305.51
	(ii) Cash and cash equivalents	14	3,491.38	1,914.13
	(iii) Bank balances other than (i) above		-	-
	(iv) Others	15	362.64	51.04
	(c) Current Tax Assets (Net)	16	64.55	58.24
	(d) Other current assets	17	14,338.74	12,245.07
	Total Current Assets		26,268.21	23,257.31
	TOTAL ASSETS		176,530.59	172,144.24
	EQUITY AND LIABILITIES			
	Equity			
	(a) Equity Share capital	18	40,387.00	38,600.00
	(b) Other Equity	19	950.73	(1,241.72)
	Total equity		41,337.73	37,358.28
	LIABILITIES			
1	Non-current liabilities			
	(a) Financial Liabilities			
	i) Borrowings	20	117,859.99	112,116.67
	ii) Other financial liability	21	1.68	1.68
	(b) Provisions	22	1,051.27	1,051.27
	(c) Deferred tax liabilities (Net)	23	827.61	827.61
	Total Non-current liabilities		119,740.55	113,997.23
2	Current liabilities			
	(a) Financial Liabilities			
	(i) Borrowings	24	3,453.32	6,980.81
	(ii) Trade payables			
	-Total outstanding dues of micro and small enterprises.		-	-
	-Total outstanding dues of creditors otherthan micro and small enterprises.	25	3,980.45	6,697.65
	(iii) Other financial liabilities	26	5,545.31	5,246.27
	(b) Provisions	27	40.27	65.29
	(c) Other current liabilities	28	2,432.97	1,798.70
	Total Current liabilities		15,452.32	20,788.72
	TOTAL EQUITY AND LIABILITIES		176,530.60	172,144.23
Notes forming part of the financial statements		1-40		
In terms of our report attached.				
For O M Kejriwal & Co				
Chartered Accountants				
Anandita Kaur Anand				
Partner				
M.N: 511918				
(F.R.N: 314144E)				
Place : Bhubaneswar				
Date :				
Manish Tiwari		R. K Aich	Sariputta Mishra	
Company Secretary		Sr.Manager (Fin)	Chief Executive Officer	

Odisha Coal and Power Limited

Interim Statement of Profit and Loss for the period ended Sept 30, 2021

(Rupees in Lakhs)

	Particulars	Notes	Period ended Sept 30, 2021	Period ended March 31, 2021
I	Revenue from Operations	29	24,555.93	18,277.35
II	Other Income	30	173.67	411.94
	<i>Less: Transferred to Capital work in progress</i>		(24,726.26)	(18,682.05)
III	Total Income (I + II)		3.34	7.25
IV	Expenses			
	(a) Cost of mine operation/excavation	31	8,809.21	13,763.14
	(b) Change in inventories of finished goods/ work in progress and stock in trade	32	4,498.58	(1,608.25)
	(c) Coal transportation charges		2,821.00	901.47
	(d) Employee Benefit expense	33	419.30	1,148.17
	(e) Finance costs	34	4,941.90	8,675.86
	(f) Depreciation and amortization expense	35	858.43	1,643.34
	(g) Other expenses	36	767.73	1,381.74
	<i>Less : Expenditure transferred to capital work in progress</i>	7	(23,097.26)	(25,856.74)
	Total expenses (IV)		18.89	48.73
V	Loss before tax (III - IV)		(15.55)	(41.48)
VI	Tax Expense:			
	(a) Current tax		-	-
	(b) Deferred tax	23	-	104.25
	(c) Taxes of earlier years		-	-
	Total tax expense		-	104.25
VII	Loss for the Period (V -VI)		(15.55)	(145.74)
VIII	Other Comprehensive Income / (Losses)			
	(A) (i) Items that will not be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will not be reclassified to profit and loss		-	-
	(B) (i) Items that will be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will be reclassified to profit and loss		-	-
	Total Comprehensive Income / (Losses) for the period		-	-
IX	Total Comprehensive Income / (Losses) for the period (VII+VIII) (Comprising Loss and Other Comprehensive Income for the period)		(15.55)	(145.74)
X	Earnings per equity share:- Basic and diluted (Rs)	39	(0.00)	(0.04)

XI	Notes forming part of the financial statement	1-40
<p>In terms of our report attached. For and on behalf of the Board</p> <p>For O M Kejriwal & Co Chartered Accountants</p> <p>Anandita Kaur Anand Partner M.N: 511918 (F.R.N:314144E) Place : Bhubaneswar Date :</p> <p>Manish Tiwari Company Secretary</p> <p>R K Aich Sr.Manager (Fin)</p> <p>Sariputta Mishra Chief Executive Officer</p>		

Odisha Coal and Power Limited

Interim Statement of Cash Flow for the period ended Sept 30, 2021

(Rupees in Lakhs)

Particulars	For the year ended Sept 31, 2021	For the year ended March 31, 2021
(A) Cash flows from operating activities:		
Loss before taxes	(15.55)	(41.48)
Adjustments for:		
Depreciation and amortisation of non-current assets	-	-
Operating profit before Current/Non current assets and liabilities	(15.55)	(41.48)
Adjustment for:		
Movements in working capital:		
Inventory	4,498.58	(1,608.25)
Trade receivable	(3,520.63)	(1,112.26)
(Increase)/ decrease in loans and other financial assets	(311.60)	(45.09)
(Increase)/decrease in other assets	(2,112.96)	287.84
Increase/ (decrease) in other payables & provisions	609.26	305.92
Increase/ (decrease) in other financial liabilities	(2,418.16)	225.23
Cash generated from operations	(3,271.07)	(1,988.10)
Taxes Paid	(6.32)	(49.98)
Net cash flow from operating activities	(3,277.39)	(2,038.08)
(B) Cash flows from investing activities:		
Payments for purchase of fixed assets*	(1,355.87)	(21,611.52)
Payments to acquire financial assets	(0.31)	(1.67)
Advance against acquisition of land	-	580.19
Bank balances other than cash & cash equivalent	-	(47.93)
Net cash used in Investing Activities	(1,356.18)	(21,080.93)
(C) Cash flows from financing activities:		
Proceeds from issue of shares	3,995.00	4,000.00
Other finance by related parties	-	74.17
Proceeds from long term borrowings from banks	2,215.83	20,410.98
Net cash flow from financing activities	6,210.83	24,485.15
Net Increase/(decrease) in cash or cash equivalents	1,577.26	1,366.14
Cash and cash equivalents at the beginning of the year	1,914.13	547.99
Cash and cash equivalents at the end of the year	3,491.38	1,914.13

Notes forming part of the financial statement

Note No. 1-40

(i) The company has undrawn borrowing of Rs. 38,831.91 lakh (March, 2020: Rs.4,987.67 lakh) from Banks/FI in respect of the term loan exist as at the reporting date, to settle its capital committments.

(ii) Figures in brackets represents cash outflows/incomes as the case may be.

(iii) Reconciliation of cash and cash equivalent: Refer note-14 "cash and cash equivalent".

In terms of our report attached.

For and on behalf of the Board.

For O M Kejriwal & Co
Chartered Accountants

Anandita Kaur Anand
Partner

M.N:511918

(F.R.N: 314144E)

Place : Bhubaneswar

Date :

Manish Tiwari
Company Secretary

R K Aich
Sr. Manager (Fin)

Sariputta Mishra
Chief Executive Officer

Odisha Coal and Power Limited

Interim Statement of Changes in Equity for the period ended Sept 30, 2021

A. Equity Share Capital

(Rupees in Lakhs)

Balance as at April 1, 2020	Changes in equity share capital during the year	Balance as at March 31, 2021
34,600.00	4,000.00	38,600.00

(Rupees in Lakhs)

Balance as at April 1, 2021	Changes in equity share capital during the year	Balance as at Sept 30, 2021
38,600.00	1,787.00	40,387.00

B. Other Equity

(Rupees in Lakhs)

	Reserves and Surplus	
	General Reserve	Retained earnings
Balance as at April 1, 2020	-	(1,095.98)
Loss for the year		(145.74)
Other Comprehensive Income/ (Losses)		-
Total Comprehensive Income/ (Losses)		(145.74)
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2021	-	(1,241.72)
Loss for the year		(15.55)
Other Comprehensive Income/ (Losses)		-
Total Comprehensive Income/ (Losses)		(15.55)
Transfer of profits of the year to General Reserve	-	-
Balance as at Sept 30, 2021	-	(1,257.27)

Notes forming part of the financial statement

Note No. 1-40

In terms of our report attached.

For and on behalf of the Board.

For O M Kejriwal & Co
Chartered Accountants

Anandita Kaur Anand
Partner
M.N:511918
(F.R.N: 314144E)

Manish Tiwari
Company Secretary

R K Aich
Sr.Manager (Fin)

Sariputta Mishra
Chief Executive Officer

Place : Bhubaneswar

Date :

Odisha Coal and Power Limited

Notes forming part of the financial statements

5. Property, Plant & Equipment.

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Carrying amounts of :		
Freehold Land	80.79	80.79
Buildings	970.94	979.41
Road, bridge and culverts	45.04	52.85
Furniture & Fixtures	56.62	61.48
Vehicle	1.25	1.59
Office and other Equipments	172.14	155.58
Total	1,326.77	1,331.70

(Rupees in Lakhs)

Particulars	Freehold Land	Building, Sheds & others	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Total
Cost							
Balance as at April 1, 2021	80.79	1,086.15	65.16	103.79	5.73	287.57	1,629.19
Additions	-	3.07	-	-	-	31.32	34.38
Disposals	-	-	-	-	-	-	-
Balance as at Sept 30, 2021	80.79	1,089.22	65.16	103.79	5.73	318.88	1,663.57

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Total
Accumulated depreciation and impairment							
Balance as at April 1, 2021	-	106.74	12.31	42.31	4.14	131.99	297.49
Elimination on disposals of assets	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	11.54	7.82	4.86	0.34	14.76	39.32
Balance as at Sept 30, 2021	-	118.28	20.13	47.17	4.48	146.75	336.80

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Total
Carrying amount							
Balance as at April 1, 2021	80.79	979.41	52.85	61.48	1.59	155.58	1,331.70
Additions	-	3.07	-	-	-	31.32	34.38
Disposals	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	11.54	7.82	4.86	0.34	14.76	39.32
Balance as at Sept 30, 2021	80.79	970.94	45.04	56.62	1.25	172.14	1,326.77

(i) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present, future immovable properties. For details refer Note-20.

Odisha Coal and Power Limited

Notes forming part of the financial statements

6. Right-of-Use Assets (ROU)

Particulars	Category of 'ROU' Assets			Total
	Leasehold land	Building	Others	
Balance as at April 1, 2021	39,384.68	-	-	39,384.68
Addition:	702.27	-	-	702.27
Deletion:	-	-	-	-
Depreciation/amortization during the period	736.41	-	-	736.41
Balance as at Sept 30, 2021	39,350.54	-	-	39,350.54

i) The company has adopted Ind AS 116 "Leases" effective from April 1, 2019, pursuant to which it has reclassified its lease asset as 'Right of Use Assets' (ROU).

ii) 'ROU' includes development cost on lease land and rehabilitation & resettlement expenses. Amortization has been charged for the period April' to Sept'21 proportionately.

iii) 'The lease land of the company is generally acquired through Odisha Industrial development corporation (IDCO) as per the prescribed procedure in this regard.'ROU" includes the cost of Govt. land and private land on which physical possession has been obtained from IDCO and amortized it over a period of 30 years. The company recognises the registration cost or any other documentation charges in the year when it is incurred, upon registration of lease agreement with IDCO in respect of the aforesaid land and amortized over the remaining period of useful life.

iv) The cost of 'ROU' also includes the expenditure incurred towards rehabilitation & resettlement, registration cost of leasehold land, cost of tree felling, cost of R&R colony construction, present value of future obligation towards annuity payable for project displaced families and all other expenditures which are directly attributable in acquisition/development of the land.

Odisha Coal and Power Limited

Notes forming part of the financial statements

7. Capital work-in Progress:

Details of Capital Work In Progress are as follows:

(Rupees in Lakhs)

Particulars	As at March 31, 2021	Addition/ (Capitalised) during the year	As at Sept 30, 2021
Road, Bridges & culverts (not owned by company)	1,417.63	3.85	1,421.47
Construction of Coal Handling Plant & other Infrastructures	36,430.93	2,086.65	38,517.57
Construction of Mine Township complex	4,480.98	1,279.33	5,760.31
Construction of Water Pipe-line	5,625.03	133.84	5,758.87
Other mine infrastructures	43.62	-	43.62
132 KV Bays Extension	695.02	231.39	926.41
Development of Coal Mines	14,941.38	472.03	15,413.40
Consultancy for coal Mines	3,831.16	20.43	3,851.59
Power, Supply & Lightings-CM*	3,309.86	435.71	3,745.57
Up front Fees	6,211.63	-	6,211.63
Statutory Clearance Fees & Expenses	101.21	13.50	114.71
Technical studies, survey & soil Investigations	85.46	2.39	87.85
Geological Report Fees	425.44	-	425.44
Drilling & Exploration	871.10	-	871.10
Other mine-development expenses	105.50	-	105.50
Pre operative Expenses/(income)	38,126.21	(2,729.43)	35,396.78
Employee Benefit Expenses (note-33)	6,724.52	419.30	7,143.82
Finance Cost (note-34)	28,550.84	4,941.90	33,492.74
Interest earned on short term deposits and advances (note-30)	(1,022.17)	(170.33)	(1,192.50)
Revenue during construction (note-29)	(23,753.64)	(24,555.93)	(48,309.57)
Other pre-operative incomes	(1,909.47)	(1,100.42)	(3,009.89)
Cost of excavation (note- 31)	20,247.02	8,809.21	29,056.24
Change in inventory of finished goods (note-32)	(4,683.33)	4,498.58	(184.75)
Cost of coal transportation	3,112.02	2,821.00	5,933.02
Depreciation and Amortisation (note-35)	3,583.73	858.43	4,442.16
Administrative & Other expenses (note-36)	7,276.67	748.84	8,025.52
Total	101,760.78	1,477.64	103,238.43

- i) Power, supply & lightings-CM includes Rs.816.19 lakh towards construction of 33KV single circuit line from OPTCL substation of Remja to sarbahal, upgradation of existing 33KV Arayan feeder of WESCO and diversion of power lines from manoharpur coal mine area, and Rs.17.13 lakh towards construction of 2.6 km 11KV line for Magazine house with 1 nos of substation, the ownership of which is not owned by the company.
- ii) CWIP includes an amount of Rs.8,203.26 lakh (March 31, 2020: Rs 6912.65 lakhs) towards borrowing costs net off of income earned from borrowings through deposits and advances, pending allocation on qualifying assets. Interest during construction (IDC) attributable to qualifying assets already capitalized/capitalized during the year, will be allocated on a systematic basis on the date of commencement of commercial operation (CoD).
- iii) Depreciation and amortisation expenses of Rs.1,643.34 lakhs (March 31, 2020: Rs 1,354.21 lakhs) has been capitalised during the year under Capital-Work-In-Progress (CWIP) as Expenditure incurred during construction.
- iv) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present & future immovable properties. For details refer note-20.
- v) The revenue generated during construction by sale of coal during the period ending March'21 for Rs.18,277.35 lakh (March'20: Rs.5476.28 lakh) net of taxes has been transfered to 'CWIP' for capitalisation on commercial operation.
- vi) Other preoperative income indicates LD and recovery of penalty from contractor/suppliers in connection with the project work.
- vii) The Company is in the stage of development of coal mines and commercial operation from such coal mines is yet to be commenced. At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that CWIP may be impaired and did not recognise any impairment charge during the year ended March 31, 2021.

Odisha Coal and Power Limited

Notes forming part of the financial statements

8. Other Intangible assets

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Carrying amounts of :		
Software	6.01	7.01
Mining lease right	1,526.86	1,556.67
Right to use Forest land	2,656.73	2,708.61
Total	4,189.60	4,272.30

(Rupees in Lakhs)

Particulars	Softwares	Mining lease right	Right to use Forest land	Total
Cost				
Balance as at April 1, 2021	105.83	1,789.00	3,112.86	5,007.68
Additions	-	-	-	-
Disposals	-	-	-	-
Balance as at Sept 30, 2021	105.83	1,789.00	3,112.86	5,007.68

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Total
Accumulated depreciation and impairment				
Balance as at April 1, 2021	98.82	232.32	404.24	735.39
Elimination on disposals of assets	-	-	-	-
Depreciation & amortisation for the period	1.00	29.82	51.88	82.70
Balance as at Sept 30, 2021	99.81	262.14	456.13	818.08

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Total
Carrying amount				
Balance as at April 1, 2021	7.01	1,556.67	2,708.61	4,272.30
Additions	-	-	-	-
Disposals	-	-	-	-
Depreciation & amortisation for the year	1.00	29.82	51.88	82.70
Balance as at Sept 30, 2021	6.01	1,526.86	2,656.73	4,189.60

i) 'The right to use Forest land under intangible asset represents the amount deposited with MOEF (and other directly attributable expenditure) towards forest diversion as approved under stage-II forest clearance to use the forest at coal bearing area. The total capitalized forest diversion consists of 495.35 acre out of which the company is in possession of 491.27 acre and the balance 4.08 acre is in subjudice at Hon'ble Highcourt of Odisha, the possession of which is yet to be obtained.

ii) Software renewal and annual maintainance charges are charged to revenue/expenses during construction.

iii) The depreciation/amortization has been provided for the period April to Sept'21 proportionately.

Odisha Coal and Power Limited

Notes forming part of the financial statements

9. Loans- Non current

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
a) Security Deposits		
- Secured, considered good	-	-
- Unsecured, considered good	44.92	44.61
- Doubtful	-	-
Less : Allowance for bad and doubtful advances	-	-
b) Loans to related parties		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances		
c) Loans to employees		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances		
Total	44.92	44.61

The unsecured security deposits are interest free deposits.

10. Other Financial assets- Non current

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
a) Balances with Bank		
(i) In Deposit Account:		
Mine Closure ESCROW	819.18	819.18
b) Others	-	-
Total	819.18	819.18

i) **Mine Closure Escrow deposit:** The balances with banks under "Mine closure escrow deposit" represents the annual mine closure cost deposited in Escrow account as per the approved Mine closure plan and guidelines of MoC, GoI for preparation of mine closure.

ii) The deposit in Escrow has been made in the form of fixed deposit for a period less than 5 years, the withdrawal from which is subject to the terms & conditions of the Escrow agreement executed between Union Bank of India (being the Escrow agent), OCPL, and the Coal Controller's Organisation, MoC.

Odisha Coal and Power Limited

Notes forming part of the financial statements

11. Other non-current assets

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Capital Advances:		
a) Advance against land acquisitions	388.44	388.44
Advance to contractors	904.50	885.21
Others	-	-
TOTAL	1,292.94	1,273.65

i) 'Capital advance represents the advance paid towards acquisition of leasehold Govt./private Land (including land development expenses) on which possession from the land acquisition authority i.e IDCO is yet to be obtained. Pending the allotment, possession and leasing procedure from IDCO, the same has not been capitalized as on the reporting date. It also includes NPV paid on forest diversion of 5.777 hac land for 33KV transmission line for Rs.66.33 lakh on which stage-II clearance is yet to be obtained from MoEF.

ii) 'Advance to contractor includes non-current portion of financial assistance given to M/s BGR Mining & Infra Ltd to meet its project related expenditure requirements in relation to the operation stage of Manoharpur Coal Mine & to meet other expenditure necessary during the operational stage of mining services. The FA carries an interest rate of 11.30% p.a. which is 1% higher than the OCPL borrowing rate. The FA is secured by irrevocable Bank guarantee equivalent to 112.5% of the amount disbursed. The FA is recoverable by way of adjustment in the running bill of mine operator. The amount of advance to the extent recoverable within 12 month from the balance sheet date has been classified under other current Assets and recoverable for a period more than 12 months from the balance sheet date has been classified as Non-current.

Odisha Coal and Power Limited

Notes forming part of the financial statements

12. Inventories

(Rupees in Lakh)

Particulars	As at Sept 30, 2021	As at March 31, 2021
i) Finished goods		
Stock of Coal	184.75	4,673.38
Less: Provision	-	-
ii) Stock in transit	-	9.95
Less: Provision	-	-
Total	184.75	4,683.33

i) Inventories have been valued at lower of Cost or Net realizable value.

13. Trade receivables-Current

(Rupees in Lakh)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Trade receivables		
(a) Secured, considered good	-	-
(b) Un-secured, considered good	7,826.14	4,305.51
(c) Doubtful	-	-
Less: Allowance for credit loss	-	-
Total	7,826.14	4,305.51

i) Trade receivables are dues in respect of sale of coal to Mahanadi Coal Fields Limited & Odisha Power Generation Corporation Ltd. only.

ii) Trade receivable are realisable within 12 months from the balance sheet date and classified as current.

iii) No trade receivables are due from directors nor from any firm/private company in which any director is a partner, a director or member.

Odisha Coal and Power Limited

Notes forming part of the financial statements

14. Cash and Cash Equivalents

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Balances with banks		
(1) Unrestricted Balance with banks		
(i) Current Accounts	482.13	61.73
(ii) Deposits with original maturity upto three months	3,009.26	1,852.40
Cash and cash equivalents as per balance sheet	3,491.38	1,914.13
(2) Earmarked Balances with banks		
(i) Current Accounts	-	-
(ii) Deposit Accounts	-	-
Total	-	-
Total Cash and Cash Equivalents	3,491.38	1,914.13

The cash and bank balances are denominated and held in Indian rupees.

15. Others

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Interest accrued on loans and depsoits	27.39	8.60
Other receivables	335.25	42.44
TOTAL	362.64	51.04

i) Interest accrued on loans and depsoits primarily relates to Short Term Deposits.

Odisha Coal and Power Limited

Notes forming part of the financial statements

16. Current tax assets and liabilities

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Current tax assets		
Tax refund receivables	64.55	57.81
Advance Tax-TDS	-	0.43
TOTAL	64.55	58.24
Current tax liabilities		
Provision for Income Tax	-	-
TOTAL	64.55	58.24

17. Other Current assets

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Advances to employees	0.64	-
Advances to contractor & suppliers	5,984.43	4,849.07
Advance duties	123.96	165.40
Tax receivables (GST Input Credit)	8,179.62	7,124.85
Others	50.08	105.75
TOTAL	14,338.74	12,245.07

i) Advance to contractor/ suppliers represents the mobilization & other advances paid for capital works as well as for services and are expected to be realizable or recoverable within 12 months from the balance sheet date.

ii) Advance duties indicates the amount paid in advance towards Royalty, NMET & DMF , for the quantity of coal which has not been dispatched/invoiced and is subject to reconciliation with Govt. authorities.

Odisha Coal and Power Limited

Notes forming part of the financial statements

18. Equity Share Capital

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Equity Share Capital	40,387.00	38,600.00
TOTAL	40,387.00	38,600.00
Authorised Share Capital		
750,000,000 nos. of equity shares of Rs.10/- each (Previous Year: 750,000,000 nos. of equity shares of Rs.10/- each)	75,000.00	75,000.00
Issued and Subscribed capital comprises :		
386,000,000 nos. of equity shares of Rs.10/- each (Previous year: 346,000,000 nos. of equity shares of Rs.10/- each)	40,387.00	38,600.00
Total	40,387.00	38,600.00

Notes

(i) The movement in subscribed and paid up share capital is set out below:

	As at Sept 30, 2021		As at March 31, 2021	
	No. of shares	Rs. Lakhs	No. of shares	Rs. Lakhs
Ordinary shares of Rs.10 each				
At beginning of the year	386,000,000	38,600.00	346,000,000	34,600.00
Shares allotted during the year	17,870,000	1,787.00	40,000,000	4,000.00
	403,870,000	40,387.00	386,000,000	38,600.00

Shares in the company held by each shareholder holding more than 5% shares:

	As at Sept 30, 2021		As at March 31, 2021	
Name of Shareholder	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares
Odisha Power Generation Corporation Limited	205,973,700	51.00%	196,860,000	51.00%
Odisha Hydro Power Corporation Limited	197,896,300	49.00%	189,140,000	49.00%

(ii) The company has only one class of shares referred to as 'Equity Shares' having a par value of Rs.10/- each. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Corporation, the holders of equity shares will be entitled to receive any of the remaining assets of the corporation, after distribution of all preferential amounts. However, no such preferential amounts exist currently. The distribution will be in proportion to the number of equity shares held by the shareholders.

(iii) The company has allotted right issue of equity shares for Rs.1,787 lakh during the period under reporting.

Odisha Coal and Power Limited

Notes forming part of the financial statements

19. Other equity

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Share Application Money Pending allotment	2,208.00	-
Retained earnings	(1,257.27)	(1,241.72)
Total	950.73	(1,241.72)

(i) Retained Earnings

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Balance at the beginning of the period	(1,241.72)	(1,095.98)
Loss attributable to owners of the Company	(15.55)	(145.74)
Balance at the end of the period	(1,257.27)	(1,241.72)

Odisha Coal and Power Limited

Notes forming part of the financial statements

20. Borrowings - Non-current

(Rupees in Lakhs)		
Particulars	As at Sept 30, 2021	As at March 31, 2021
Secured borrowings - at amortised cost		
Union Bank of India (UBI)	45,590.60	45,590.61
Punjab National Bank (PNB)	48,227.96	48,227.97
Rural Electrification Corporation Limited (REC Ltd)	24,041.42	18,298.09
Total	117,859.99	112,116.67

(i) Term loan of Rs.50,000 lakhs, Rs.53,600 lakhs and Rs.57,130 lakh has been sanctioned from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd respectively for development of Manoharpur Coal Mine at Sundargarh district as at the balance sheet date.

(ii) **Security:**

The term loans including interest and other charges have been secured by way of pari-passu basis through equitable mortgage by way of hypothecation of all tangibles, movable plants/machinery/other assets, both present and future including Book Debts and immovable property situated at Manoharpur or other places along with Building in favour of the lenders. However, the mortgage is yet to be created by the company.

(iii) **Repayment:**

- The term loan from UBI has been facilitated for a period of 18 years (including 3 years of moratorium from the month of first disbursement) with 15 years of repayment period. The repayment shall be in 60 quarterly installment after the moratorium period. The repayment of loan from UBI has commenced w.e.f Nov'2020.
- The term loan from PNB shall be repaid in 60 quarterly installments starting from 3 year after the first disbursement. Interest after the moratorium period is to be paid as and when charged to the account in respect of each of the above loan. The repayment of loan from PNB has commenced w.e.f Dec'2020.
- The loan from REC has been sanctioned with a moratorium period of 3 years and shall be repaid in 180 equal monthly installments. The first installment shall due on first day of the next calendar month to the following month in which moratorium period expires.

(iv) **Interest:**

- Interest on term loan obtained from UBI is currently served @ 7.70% p.a. The interest is to be reset after one year from the first disbursal and shall be applied for the following months. The interest rate has been reset to 7.20% p.a w.e.f 18-05-2021.
- The interest is served on monthly rest and calculated on daily reduction balance basis.
- Interest on term loan obtained from PNB is currently served @ 7.35% p.a which is 1 year MCLR rate w.e.f 26-12-2018. The interest is to be reset after 1 year from the first disbursal and so on.
- The term loan from REC carries an interest rate of 10.30% p.a. compounded monthly.

21. Other financial liability- Non current

(Rupees in Lakhs)		
Particulars	As at Sept 30, 2021	As at March 31, 2021
Security deposits received	1.68	1.68
Total	1.68	1.68

The deposits are non interest bearing and refundable in nature.

Odisha Coal and Power Limited

Notes forming part of the financial statements

22. Provisions - Non-current

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Provision for employee benefits:		
-towards Gratuity	15.08	15.08
- towards leave encashment/EL	25.64	25.64
Provision for lease liability	1,010.56	1,010.56
Total	1,051.27	1,051.27

A.

i) The provision for employee benefit indicates the provision made of Gratuity & EL of the employees under OCPL role, based on the actuary valuation. The liability towards Gratuity and other employee benefits of OPGC deputed employees have been included in note- 26 as 'Payable to related party'.

ii) The company has recognised the provision for employee benefit based on actuary valuation made during the year 2020-21 and the same is unfunded as on the reporting date. The current year valuation shall be made at the closure of financial year and accordingly liability shall be provided at the end of the year.

iii) Mortality & Morbidity rates - 100% of IALM (2012-14) rates have been assumed which also includes the allowance for disability benefits.

iv) Valuations are based on certain assumptions, which are dynamic in nature and vary over time. As such company is exposed to various risks as follow -

a) Salary Increases- Actual salary increases will increase the Plan's liability. Increase in salary increase rate assumption in future valuations will also increase the liability.

b) Investment Risk – If Plan is funded then assets liabilities mismatch & actual investment return on assets lower than the discount rate assumed at the last valuation date can impact the liability.

c) Discount Rate : Reduction in discount rate in subsequent valuations can increase the plan's liability.

d) Mortality & disability – Actual deaths & disability cases proving lower or higher than assumed in the valuation can impact the liabilities.

e) Withdrawals – Actual withdrawals proving higher or lower than assumed withdrawals and change of withdrawal rates at subsequent valuations can impact Plan's liability.

B. Provision for lease liability indicates the present value of future obligation towards payment of annuity to PDF's of village Ghumudasan. The present value has been determined using the discount rate @8.28% which is the average borrowing rate of the company as at the balance sheet date.

Odisha Coal and Power Limited

Notes forming part of the financial statements

23. Deferred tax balances

(Rupees in Lakhs)		
Particulars	As at Sept 30, 2021	As at March 31, 2021
Deferred Tax Assets	11.55	11.55
Less : Deferred Tax Liabilities	839.16	839.16
Net Defer Tax Asset/ (Liability)	(827.61)	(827.61)

(i) Significant component of deferred tax assets and liabilities for the year ended Sept 30, 2021 is as follows:

(Rupees in Lakhs)					
	Opening balance as at April 1, 2021	Deferred tax expense/(income) recognised in profit and loss	Deferred tax expense/ (income) recognised in OCI)	Deferred tax expense/ (income) recognised in other equity)	Closing balance as at Sept 30, 2021
Deferred tax assets					
Provisions	11.55	-	-	-	11.55
Total	11.55	-	-	-	11.55
Deferred tax liabilities					
Property, plant and equipment	(85.02)	-	-	-	(85.02)
Intangible assets	(754.13)	-	-	-	(754.13)
Total	(839.16)	-	-	-	(839.16)
Net Deferred tax assets/(liabilities)	(827.61)	-	-	-	(827.61)

Significant component of deferred tax assets and liabilities for the year ended March 31, 2021 is as follows:

(Rupees in Lakhs)					
	Opening balance as at April 1, 2020	Deferred tax expense/(income) recognised in profit and loss	Deferred tax expense/ (income) recognised in OCI)	Deferred tax expense/ (income) recognised in other equity)	Closing balance as at March 31, 2021
Deferred tax assets					
Provisions	7.87	(3.68)	-	-	11.55
Total	7.87	(3.68)	-	-	11.55
Deferred tax liabilities					
Property, plant and equipment	(74.85)	10.17	-	-	(85.02)
Intangible assets	(656.37)	97.76	-	-	(754.13)
Total	(731.22)	107.93	-	-	(839.16)
Net Deferred tax assets/(liabilities)	(723.35)	104.25	-	-	(827.61)

(ii) The company has recognized deferred taxes at the tax rate of 27.82% (March 31, 2020: 27.82%) as per the Income Tax Act, 1961 and as applicable to the entity on estimated basis.

(iii) Deferred tax for the period ended Sept'2021 has not been provided.

Odisha Coal and Power Limited

Notes forming part of the financial statements

24. Borrowings - Current

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Current maturities of non-current borrowings		
From commercial banks - Secured:		
Union Bank of India (UBI)	1,666.66	3,333.32
Punjab National Bank (PNB)	1,786.66	3,573.32
Un-secured borrowings- at amortized cost		
Inter-corporate loan from promoters (OHPC)	-	74.17
Total	3,453.32	6,980.81

i) Details with regard to rate of interest, repayment terms and security of Current maturities of non-current borrowings as indicated above is disclosed vide note-20.

25. Trade payables

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Trade payable for goods and services:		
Total outstanding dues of		
-Micro and small enterprises	-	-
-Creditors other than micro and small enterprises	3,980.45	6,697.65
Total	3,980.45	6,697.65

i) The trade payable primarily consists of dues to mine operator and coal transporting agency for the period pertaining to Sept'21 or prior to it..

ii) The disclosures relating to Micro and Small Enterprises as defined in the "The Micro, Small and Medium Enterprises Development Act, 2006" are as under. This has been determined to the extent such parties have been identified on the basis of information available with the Company.

(Rupees in Lakhs)

Description	As at Sept 30, 2021	As at March 31, 2021
i. The principal amount remaining unpaid to supplier as at the end of the year	-	-
ii. The interest due thereon remaining unpaid to supplier as at the end of the year	-	-
iii. The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under this Act	-	-
iv. The amount of interest accrued during the year and remaining unpaid at the end of the year	-	-

Odisha Coal and Power Limited

Notes forming part of the financial statements

26. Other Financial Liabilities

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Capital Creditor for goods/services	3,957.42	3325.81
Payable to related party	109.35	106.36
Security & Retention money deposits	1,437.44	1,175.99
Other payables	41.11	638.11
Total	5,545.31	5,246.27

- (i) Payable to related party indicates the amount payable to OPGC towards reimbursement of Gratuity, Leave pay, one time pension, & terminal TA of employees deputed to the company and other administrative expenditures incurred by OPGC for the company. The amount payable towards post employment benefit of deputed employees is as per the actuary valuation report of OPGC.
- (ii) Payable to related party i.e OPGC also includes Rs.33.73 lakh as interest accrued on inter-corporate loan availed as on the reporting date.

27. Provisions- Current

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Provision for employee benefit:		
-towards Gratuity	0.02	0.02
- towards leave encashment/EL	0.78	0.78
Provision for lease liability	39.46	64.48
	40.27	65.29

28. Other Current Liabilities

(Rupees in Lakhs)

Particulars	As at Sept 30, 2021	As at March 31, 2021
Statutory dues payable	2,432.97	1,798.70
	2,432.97	1,798.70

- (i) Statutory dues payables primarily includes liabilities towards royalty, income tax deducted at source, BOCW cess, GST, employer & employee contribution to CMPF and CMPS etc.

Odisha Coal and Power Limited

Notes forming part of the financial statements

29. Revenue from Operations

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
Sale of Coal (A)	37,408.99	28,667.11
Less: Other statutory levies		
Royalty	2,419.56	1,927.23
National Minearal Exploration Trust	48.39	38.54
District Mineral Foundation	241.96	192.72
CGST	676.94	510.90
SGST	676.94	510.90
GST compensation cess	8,789.27	7,209.46
Total levies (B)	12,853.06	10,389.76
Sales- Net off statutory levies (A-B)	24,555.93	18,277.35
<i>Less:</i>		
<i>Transferred to Capital work in progress</i>	(24,555.93)	(18,277.35)
Total	-	-

i) The revenue from operation represents the revenue generated from sale of coal to Mahanadi Coalfield Limited (a subsidiary of CIL) & Odisha Power Generation Corporation Ltd (OPGC) as on the reporting date. As per the allotment agreement, any coal extracted from the mines which is in excess of the requirements of coal for Specified End-use Plant, then the excess coal shall be supplied to Coal India Limited (CIL) at CIL notified price. The company has started selling of coal from the financial year 2019-20 to Mahanadi Coalfield Limited (a subsidiary of CIL), which was excess due to constraints in transportation of coal to Specified End-Use Plant.

ii) The revenue generated from sale of coal prior to the commencement of commercial operation has been reduced from the capital work in progress pending the commencement of commercial operation.

iii) Revenue includes Gross sale of Coal to OPGC for Rs. 15,820.95 lakh and to MCL for Rs.8,447.73 lakh for the period April'21 to Sept'21.

30. Other Income

(Rupees in Lakhs)

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
a) Interest Income		
i) Interest from Bank Deposits at amortised Cost	45.78	126.27
ii) Interest from Advances & others	124.55	278.43
iii) Interest on Tax refunds	-	-
b) Other Non-operating income:		
Sale of Tender Form	1.81	4.03
Miscl. Income	1.53	3.22
Total other income	173.67	411.94
<i>Less : amount included in the cost of qualifying assets/pre-operative income</i>	(170.33)	(404.70)
Total	3.34	7.25

Odisha Coal and Power Limited

Notes forming part of the financial statements

31. Cost of mine operation/excavation.

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
Cost of mine operator	7,255.17	11,742.65
Statutory levy on coal production		
-Coal reserve price	1,543.38	2,001.30
-Others	10.66	19.19
Total:	8,809.21	13,763.14

i) Coal reserve price indicates the non recoverable statutory charges paid to Govt. of Odisha @Rs.100 per tonne of coal produced during the year.

iii) Others represents User fees paid to Govt. of Odisha in relation to coal excavation.

32. Change in inventories of finished goods/ work in progress and stock in trade.

(Rupees in Lakhs)

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
i) Opening stock of coal	4,683.33	3,075.08
ii) Closing stock of coal	184.75	4,683.33
Change in inventory of finished goods (i-ii)	4,498.58	(1,608.25)

Odisha Coal and Power Limited

Notes forming part of the financial statements

33. Employee Benefit Expense

(Rupees in Lakhs)

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
Salaries, Wages, Allowances etc. (including performance pay)	385.17	1,044.16
Contribution to coal mine provident fund	17.97	35.99
Contribution to coal mine pension scheme	9.79	19.80
Contribution towards Gratuity	-	21.81
Leave encashment	-	4.09
Reimbursement Expenses to Employees	1.02	7.22
Other Staff Welfare expenses	5.34	15.10
Total	419.30	1,148.17
Less : Capitalised as preoperative expenses	(419.30)	(1,148.17)
Total	-	-

- (i) Employees working in the company are deputed from OPGC on secondment basis during the reporting period. In terms of arrangements with OPGC, the company liability towards gratuity, leave benefits (including compensated absences) etc. for the period of service rendered in the company w.r.t. the OPGC employees posted on secondment paid / payable is accounted on the basis of demand raised by OPGC based on liability determined by independent actuary appointed by OPGC.

Provision for Gratuity, Leave Encashment, Variable Pay and other retirement benefits shall be provided at the end of the financial year based on Acturial valuation.

- (iii) The Company has capitalised the entire employee benefit expenses as preoperative expenses. Refer Note-7 for details of the same.

(iv) **Provident Fund:**

Company pays fixed contribution towards Provident Fund and Pension Fund at pre-determined rates to a separate trust named Coal Mines Provident Fund (CMPF). The contribution to the fund has been recognised as expense and charged to CWIP as "Expenditure during construction". The obligation of the Company is to make such fixed contribution and to ensure a minimum rate of return to the members as applicable to Coal Mines Provident Fund (CMPF).

(v) **Gratuity.**

Gratuity is maintained as a defined benefit retirement plan and is unfunded as at the balance sheet date. Every employee who has rendered continuous service of five years or more is entitled to gratuity at 15 days salary ($15/26 \times$ last drawn basic salary & dearness allowance as applicable) for each completed year of service or part thereof in excess of six months subject to a maximum of 20 months' salary on superannuation, resignation, termination, disablement or on death (5 years service is not applicable in case of death). The actuarial valuation has been made by actuary by taking into account the above policy. The liability is recognised in the balance sheet in respect of defined benefit gratuity plans is the present value of the defined benefit obligation at the end of the reporting period. The defined benefit obligation is calculated annually by actuaries using the projected unit credit method. Remeasurement gains and losses arising from experience adjustments and changes in actuarial assumptions are recognised in the period in which they occur, directly in other comprehensive income. The scheme is currently unfunded and are recognised on the basis of actuarial valuation.

(vi) **Leave:**

The Company provides for Earned Leave benefit (including compensated absences) to the employees of the Company which accrue annually @ 30 days subject to maximum credit of leave for 300 days. The liabilities for earned leave are expected to be settled after the retirement of employee. They are therefore measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. The benefits are discounted using the market yields at the end of the reporting period that have terms approximating to the terms of the related obligation. Re-measurements as a result of experience adjustments and changes in actuarial assumptions are recognised in other comprehensive income. The scheme is unfunded and are recognised on the basis of actuarial valuation.

Odisha Coal and Power Limited

Notes forming part of the financial statements

34. Finance Costs

(Rupees in Lakhs)

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
(a) Interest Expense		
Interest on term loans obtained from Banks/FI's:		
i) Union Bank of India	1,759.92	3,876.38
ii) Punjab National Bank	1,888.56	4,094.86
iii) Rural Electrification Corporation Ltd.	1,213.33	548.09
(b) Interest on loan taken from related party	1.04	67.90
(c) Other Financing Cost		
Gurantee Commission	79.04	85.73
Other financing charges	-	2.90
Total Finance Cost	4,941.90	8,675.86
<i>Less : amount included in the cost of qualifying assets</i>	(4,941.90)	(8,675.86)
Total	-	-

35. Depreciation and amortization

(Rupees in Lakhs)

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
i. Depreciation on property, plant and equipments	39.32	75.13
ii. Depreciation on Right of use assets	736.41	1,400.91
iii. Depreciation on other intangible assets	82.70	167.30
Total depreciation	858.43	1,643.34
<i>Less : amount included in the cost of qualifying assets</i>	(858.43)	(1,643.34)
Total	-	-

i) The details of depreciation is disclosed vide note-5, note-6 and note-8 respectively.

Odisha Coal and Power Limited
Notes forming part of the financial statements

36. Other Expense

(Rupees in Lakhs)

Particulars	Period ended Sept 30, 2021	Year ended March 31, 2021
Payment to Auditors	-	8.03
Filling fees	-	-
Professional & consultancy fees	1.31	7.15
Training, Seminar & Conference Expenses	0.75	0.34
Other administrative expenses	16.83	33.21
Total (A)	18.89	48.73
Tendering & Publicity Expenses	3.01	3.81
Bank Charges	0.24	0.24
Communication Expenses	10.81	19.83
Community Socio cultural activity Expenses	9.14	0.55
Consultancy & Professional Fees	77.14	181.24
Courier Charges	0.37	0.43
Electricity Charges	9.67	19.39
Environment & Safety related Expenses	1.02	25.38
Vehicle Hire and Fuel Charges	84.46	158.29
Repair & Maintenance	2.67	-
Insurance Charges	0.79	1.29
Legal & licence Fees	47.56	59.27
Project Meeting and Hospitality Expenses	0.73	2.58
Miscellaneous Expenses	0.99	0.40
Project Office and other maintenance Expenses	10.62	24.29
EDP and software maintenance	10.07	24.74
Periphery Development & CSR Expenses	76.16	117.42
Printing & Stationary Expenses	2.76	5.94
Rate, Cess & Taxes	76.07	263.62
Recruitment Expenses	3.76	2.26
Project office Rent Expenses	14.10	29.07
Watch & ward expenses	52.32	85.36
Transit House Expenses	40.87	77.77
R&R maintenance expenses	53.92	76.53
Travelling Expenses	10.01	14.40
Coal sampling charges	147.16	138.92
Other statutory fees	2.43	-
Total (B)	748.84	1,333.01
Total (A+B)	767.73	1,381.74
Less : Capitalised as preoperative expenses ('C)	748.84	1,333.01
Total (Net)	18.89	48.73

O.M. KEJRIWAL & CO.

CHARTERED ACCOUNTANTS



INDEPENDENT AUDITORS' REPORT

To

The Members of

The Odisha Coal and Power Limited

CIN-U10100OR2015SGC018623

Report on the Standalone Financial Statements

Opinion

We have audited the accompanying financial statements of **M/s. The Odisha Coal and Power Limited ("the Company")** which comprises the Balance Sheet as at March 31, 2022 and the Statement of Profit and Loss (including Other Comprehensive Income), statement of changes in Equity and statement of Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the **Companies Act, 2013 ("the Act")** in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, ("Ind AS") and other accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2022, and the Profit, changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit of the financial statements in accordance with the Standards on



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Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants (ICAI) of India together with the independence requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the standalone financial statements.

Our opinion is not modified on account of above matters.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Reporting of key audit matters as per SA 701, Key Audit Matters are not applicable to the Company as it is an unlisted company.

Information other than financial statements and auditors' report thereon

The Company's board of directors is responsible for the preparation of the other information. The other information comprises the information included in the Board's Report including Annexure to Board's Report, Business Responsibility Report but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do



not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the standalone financial statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information; we are required to report those facts which are as under:

1. The paid up share capital of the company amounting to Rs.386 Cr includes Rs.288.95 Cr issued in contravention with section 62 (3) of the Companies Act 2013 over the financial year 2016-17 and 2017-18.

Emphasis of Matter

- Attention is invited to note no 8 (regarding forest land 495.35 Acre out of which 491.27 Acre is in possession and balance of 4.08 Acre is under sub-judice but the cost of whole land is capitalized under "right to use".
- Attention is invited to note no 22 (ii) provisions for gratuities and leave encashment has been made in the books of accounts, however fund has not been earmarked for the same.
- On 10th Jan 2022 in the Board meeting (Memorandum no. OCPL/705) a resolution was passed that the daughters whose names are included in the survey list of displaced person and those who subsequently got married before actual displacement shall be eligible for all the R & R benefits. Accordingly R&R benefits of Rs 2,20,28,571 as per approved entitlement matrix are payable as per compensation list of revenue authorities.



No provision in respect of compensation to 9 married daughters under survey list of displaced person was made during the year. Hence the liability is understated by Rs. 2,20,28,571.

Management's responsibility for the Standalone Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone financial statements, that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act; safeguarding the assets of the Company: preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error .

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The boards of directors are also responsible for overseeing the Company's financial reporting process.



Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions or users taken on the basis of these financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt



on the Company's ability to continue as a going concern, If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including tile disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards. From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 (the "Order") issued by the Ministry of Corporate Affairs, we enclose in the "**Annexure A**" a statement on the matters specified in paragraphs 3 and 4 of the Order.



2. We have complied with the Directions and Sub-Direction given by the Comptroller & Auditor General of India under section 143(5) of the Act while conducting the audit, and on the basis of information and explanations given to us in this regard by the Company, we give in **Annexure B** to this report, a statement on the matters specified in such Directions and Sub-Directions.
3. Further to our comments in Annexure A. as required by Section 143(3) of the Act, we report that:
- a. We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;
 - b. In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - c. The Balance Sheet, the Statement of Profit and Loss and the Cash Flow Statement and statement of changes in equity dealt with by this Report are in agreement with the books of account.
 - d. In our opinion, the aforesaid standalone financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.
 - e. The provisions of section 164(2) are not applicable to the Company as it is a Government Company.
 - f. With respect to adequacy of internal financial controls over financial reporting of the company and the operating effectiveness of such controls, refer to our separate report in **Annexure -C**.
 - g. With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us :





- I. As per the information and explanations given to us, the Company has no pending litigations as on the date of the financial year end except as reported in **Annexure -D**.
- II. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
- III. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

Date : 8/7/2022

Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.

Chartered Accountants

Anandita Anand

(Anandita Kaur Anand, FCA)

Partner

Membership No. - 511918

UDIN NO: 22511918 AMNMVB2903



ANNEXURE A TO THE INDEPENDENT AUDITORS' REPORT

The Annexure referred to in Independent Auditors Report to the members of the Company on the Ind AS financial statements for the year ended 31 March 2022, to the best of our information and explanation provided to us and the books of accounts and records examined by us in the normal course of audit, we report that;

1. In respect of the Company's Property, Plant and Equipments and Intangible assets;

(a) The Company has maintained proper records showing full particulars including quantitative details and situation of Property, Plant and Equipments, Intangible assets and relevant details of Right-of-Use assets.

(b) The Company has been conducting physical verification of Property, Plant and Equipments and Right of Use assets in view of its policy. Such policy requires the physical verification of fixed assets once in a block of three years. In our opinion, the periodicity of physical verification is reasonable having regard to the size of the Company and the nature or its assets.

(c) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the title deeds of immovable properties are held in the name of the Company except for the cases mentioned in the Auditors Report (other than the properties i.e lease land, where the company has obtained the property under lease from the Govt. authorities). (Refer note no.6 of the financial statement).

(d) The company has not revalued any of its Property, Plant and Equipments, Intangible assets and Right of Use assets during the year.

(e) No proceedings have been initiated during the year or are pending against the Company as at March 31, 2022 for holding any benami property under the Benami Transactions (Prohibition) Act, 1988 (as amended in 2016) and rules made there under.

- 2.(a) As per the information, the company has carried out physical verification of its inventories at reasonable intervals.
- b) As explained to us, there is no discrepancy of 10% or more in aggregate for each class of inventory.
- c) The company has been sanctioned working capital limits to the tune of Rs.50 Crore from Union Bank of India and term loan from Punjab National Bank to the tune of 296 Crore on the basis of security of current assets.
- d) As per the explanation and information provided, the quarterly statements filed by the company with Banks are in agreement with the books of account.

3. According to the information and explanations given to us the Company has not granted any loan, secured or unsecured to companies, firms, limited liability partnership or other parties covered in the register maintained under section 189 of the Companies Act 2013. Accordingly, the provision of clauses 3(iii) (a), (b),(c),(d),(e),(f) of the order is not applicable to the companies and hence not commented upon.

4. In our opinion and according to the explanation given to us, the company has complied with the provisions of sec-185 and Sec-186 of the Act, loans granted, investment made and security/guarantees provided, as applicable.

5. The Company has not accepted any deposits from the public and hence the directives issued by the Reserve Bank of India and the provisions of Sections 73 to 76 or any other relevant provisions of the Act and the Companies (Acceptance of Deposit) Rules, 2015 with regard to the deposits accepted from the public are not applicable.

6. The maintenance of cost records has been specified by the Central Government under subsection (1) of section 148 of the Companies Act have been made and maintained by the company.



7. (a) According to the information and explanations given to us and on the basis of our examination of the records of the Company, amounts deducted/ accrued in the books of account in respect of undisputed statutory dues including provident fund, income-tax value added tax, duty of customs, service tax, Goods & Service Tax, cess and other material statutory dues have been regularly deposited during the year by the Company with the appropriate authorities. As explained to us, the Company did not have any dues on account of employees' state insurance and duty of excise.

(b) According to the information and explanations given to us, no undisputed amounts payable in respect of provident fund, income tax, sales tax, value added tax, duty of customs, service tax, cess and other material statutory dues were in arrears as at 31 March 2022 for period of more than six months from the date they became payable.

8. There were no transactions relating to previously unrecorded income that have been surrendered or disclosed as income during the year in the tax assessments under the Income Tax Act, 1961.

9. The Company has availed term loans from Union bank of India, Punjab national bank and Rural Electrification Corporation Ltd (REC), In our opinion and according to the information and explanations given by the management, we are of the opinion that, the Company has not defaulted in repayment of dues to any banks, as applicable to the company. However, the term loan obtained from REC Ltd. is under moratorium period as on the reporting date and hence, repayment for the same has not commenced.

10. (a) The Company has not raised moneys by way of initial public offer or further public offer (including debt instruments) during the year and hence reporting under clause 3(x)(a) of the Order is not applicable.

(b) During the year, the Company has not made any preferential allotment or private placement of shares or convertible debentures (fully or partly or optionally) and hence reporting under clause 3(x)(b) of the Order is not applicable.

11. During the course of our examination of the books and records of the Company, carried out in accordance with the generally accepted auditing practices in India and information and explanations given to us, we have not come across any instances of material fraud by the Company or on the Company by its officers or employees, noticed or reported during the year, nor we have been informed of any such case by the management.

12. The Company is not a Nidhi Company and hence reporting under clause (xii) of the Order is not applicable.

13. According to the information and explanations given to us and based on our examination of the records of the Company, transactions with the related parties are in compliance with sections 177 and 188 of the Act where applicable and details of such transactions have been disclosed in the standalone Ind AS financial statements as required by the applicable accounting standards.

14.(a) In our opinion the Company has an adequate internal audit system commensurate with the size and the nature of its business.

(b) We have considered the internal audit reports for the year under audit, issued to the Company during the year and till date, in determining the nature, timing and extent of our audit procedures.

15. In our opinion during the year the Company has not entered into any non-cash transactions with its Directors or persons connected with its directors and hence provisions of section 192 of the Companies Act, 2013 are not applicable to the Company.

16. (a) In our opinion, the Company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934. Hence, reporting under clause 3(xvi)(a), (b) and (c) of the Order is not applicable.

(b) In our opinion, there is no core investment company within the Group (as defined in the Core Investment Companies (Reserve Bank) Directions, 2016) and accordingly reporting under clause 3(xvi)(d) of the Order is not applicable.



17. The Company has not incurred cash losses during the financial year covered by our audit and the immediately preceding financial year.

18. There has been no resignation of the statutory auditors of the Company during the year.

19. On the basis of the financial ratios, ageing and expected dates of realisation of financial assets and payment of financial liabilities, other information accompanying the financial statements and our knowledge of the Board of Directors and Management plans and based on our examination of the evidence supporting the assumptions, nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report indicating that Company is not capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date. We, however, state that this is not an assurance as to the future viability of the Company. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date, will get discharged by the Company as and when they fall due.

20. According to the information and explanations given to us the Company is not earning any profit during the last 3 FY , hence sub-section (5) of section 135 of the Companies Act, 2013 related CSR expenditure is not applicable to the company.


21. This CARO is based on the standalone financial statements of the company , hence the clause is not applicable.

Date : 8/7/2022

Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.

Chartered Accountants


(Anandita Kaur Anand, FCA)

Partner

Membership No. - 511918



ANNEXURE 'B' TO THE AUDITOR'S REPORT

Report on the Directions by the Comptroller & Auditor General of India (C&AG) under section 143(5) of the Companies Act, 2013 for the Financial Year 2021-22

Sl No.	Directions	Reply
1	Whether the Company has system in place to process all the accounting transactions through IT system? If yes, the implication of processing of accounting transactions outside IT system on the integrity of the accounts along with the financial implications, if any may be stated.	<p>Yes, all the accounting transactions are accounted for through IT System. However, as explained to us, there are operations/transactions which take place outside the system but are subsequently updated in the IT system through which the accounts of the Company are maintained.</p> <p>As per past practice, all transactions are manually entered in the software called TALLY ERP, in which regular books of account are maintained.</p>
2	Whether there is any restructuring of an existing loan or cases of waiver/write off of debts/loans/interest etc. made by a lender to the company due to the company's inability to repay the loan? If yes, the financial impact may be stated.	<p>To the best of our knowledge and according to the explanations and information given to us, there are no cases of waiver/write off or debts/loans/interest etc. during the period under audit.</p>
3	Whether funds received/receivable for specific schemes from Central/State Government or its agencies were properly accounted for/utilized as per its term and conditions? List the cases of deviation.	<p>As explained to us and on the basis of information available, the Company has not received any funds from Central/State agencies.</p>



Sector Specific Additional Directions

Sl No.	Direction	Reply
1.	Adequacy of steps to prevent encroachment of idle land owned by company may be examined .In case land of the company is encroached ,under litigation ,not put to use or declared surplus ,details may be provided.	The Company has filed cases with the Hon'ble High Court of Odisha vide no 17403/2016 , 17407/2016, 17405/2016 in respect of 4.08 acres of land which is under litigation.
2.	Where land acquisition is involved in setting up new projects ,report whether settlement of dues done expeditiously and in a transparent manner in all cases ,The cases of deviation may please be detailed .	The settlement of land is done through IDCO. No deviations found during the process of audit.
3.	Whether the company has an effective system for recovery of revenue as per contractual terms and the revenue is properly accounted for in the books of accounts in compliance with the applicable Accounting Standards?	Yes, Company has recovered revenue as per contractual terms and is properly accounted.
4.	How much cost has been incurred on abandoned projects and out of this how much cost has been written off?	Not Applicable
5.	In case of Thermal power projects ,compliance of the various pollution control Acts and the impacts thereof including utilization and disposal of ash and the policy of the company in this regard ,may be checked and commented upon.	Not Applicable, as this is not a power generating Company.
6.	Has the company entered into revenue sharing agreements with private parties for extraction of coal at pitheads and it adequately protects the financial interest of the company?	The company has not entered into any revenue sharing agreement during the period of audit.
7.	Does the company have a project system for reconciliation of quantity/quality coal ordered and received and whether grade of coal moisture and demurrage etc. are properly recorded in the books of accounts?	Yes, the quality and quantity reconciliation of coal is periodically done and properly recorded in the books of accounts.



8.	How much share of free power was due to the state government and whether the same was calculated as per the agreed terms and depicted in the accounts as per accepted accounting norms?	Not Applicable , as this is not a power generating Company.
9.	In the case of hydroelectric projects, the water discharges is as per policy/guidelines issued by the state Government to maintain biodiversity. For not maintaining it penalty paid/payable may be reported.	Not Applicable , as this is not a power generating Company.
10.	Whether the company has taken adequate measures to reduce the adverse effect on environment as per established norms and taken up adequate measures for the relief and rehabilitation of displaced people.	<p>The Company has taken adequate measures to reduce the adverse effect on environment such as, development of green areas through massive plantation in an around the mine area, adequate nos. of water tanker deployed for water sprinkling, provision of water treatment plant at mines, prov. Of sedimentation cum recharge pond at site etc.</p> <p>With regard to measures for relief to displaced families, the company has constructed two Rehabilitation and resettlement (R&R) colony, R&R compensations and monthly annuity for the displaced families etc.</p>
11.	Whether the company had obtained the requisite statutory compliances that was required under mining and environmental rules and regulations?	The company has obtained all the requisite statutory compliances required for mining such as Environment clearance, Forest clearance, Consent to establish, Consent to operate, Central ground water authority permission etc.
12.	Whether overburden removal from mines and backfilling of commensurate with the mining activity?	Yes.
13.	Whether the company has disbanded and discontinues mines, if so, the payment of corresponding dead rent there against may be verified.	The Company has no such discontinued mines.

14.	Whether the company's financial statements had properly accounted for the effect of Rehabilitation Activity and Mine Closure Plan?	The Company has properly accounted the rehabilitation activity such as R & R compensation construction of R& R colony for PDF's etc as a part of land cost in line with the accounting policy. With regard to mine closure cost the company is making certain deposits as per the mine closure plan in an escrow account called " Mine Closure Escrow"
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Date : 8/7/2022

Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.

Chartered Accountants

Anandita Anand

(Anandita Kaur Anand, FCA)

Partner

Membership No. - 511918



ANNEXURE C TO THE INDEPENDENT AUDITORS' REPORT

Report on the Internal Financial Control under Clause (i) of Sub -sections 3 of Section 143 of the Companies Act, 2013("the Act")

We have audited the internal financial controls over financial reporting of **Odisha Coal and Power Limited** ("the Company") as of 31st March, 2022 in conjunction with our audit of the standalone financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Control

The Company's management is responsible for establishing and maintaining Internal Financial Controls based on the internal control over Financial Reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls over Financial Reporting issued by the Institute of Chartered Accountants of India". These responsibilities include the design, implementation and maintenance of adequate Internal Financial Controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable Financial information, as required under the Companies Act, 2013.

Auditors' Responsibility

Our responsibility is to express an opinion on the Company's Internal Financial Controls over Financial Reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of Internal Financial Controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and

plan and perform the audit to obtain reasonable assurance about whether adequate Internal Financial Controls over Financial Reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the Internal Financial Controls system over Financial Reporting and their operating effectiveness. Our audit of Internal Financial Controls over Financial Reporting included obtaining an understanding of Internal Financial Controls over Financial Reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Standalone Financial Statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's Internal Financial Controls system over Financial Reporting.

Meaning of Internal Financial Control over Financial Reporting

A Company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of standalone financial statement for external purposes in accordance with generally accepted accounting principles. A Company's internal financial control over financial reporting includes those policies and procedures that:

- 1) Pertain to the maintenance of the records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
- 2) Provide reasonable assurance that the transactions are recorded as necessary to permit preparation of standalone financial statement in accordance with generally accepted accounting principles, and that receipts and expenditure of the Company are being



made only in accordance with authorization of management and directors of company;
and

- 3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the standalone financial statement.

Inherent Limitations of Internal Financial Control over Financial Reporting

Because of inherent limitation of internal financial control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to errors or fraud may occur and not be detected. Also, projections of any evaluations of the internal financial control over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March 2022, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

Date : 8/7/2022

Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.

Chartered Accountants

Anandita Kaur Anand

(Anandita Kaur Anand, FCA)

Partner

Membership No. - 511918



ANNEXURE 'D' TO THE AUDITOR'S REPORT
ODISHA COAL AND POWER LIMITED
Pending Litigation as on 31.3.2022

No	Case No	Name of the Parties	Nature of the claim	Village	Current Status
1	21261/2017	Jubati Kishan	Married Daughter demanding R&R	Manoharpur	Pending at High Court
2	21262/2017	Anjali Majhi	Married Daughter demanding R&R	Manoharpur	Pending at High Court
3	21263/2017	Kumudini Kishan	Married Daughter demanding R&R	Manoharpur	Pending at High Court
4	21264/2017	Bhumi Kishan	Married Daughter demanding R&R	Manoharpur	Pending at High Court
5	21266/2017	Suryakanti Bhaisal	Married Daughter demanding R&R	Manoharpur	Pending at High Court
6	21267/2017	Anjali Bhaisal	Married Daughter demanding R&R	Manoharpur	Pending at High Court
7	21827/2017	Sukanti Amat	Married Daughter demanding R&R	Manoharpur	Pending at High Court
8	21260/2017	Gitanjali Bhaisal	Married Daughter demanding R&R	Manoharpur	Pending at High Court
9	5425/2017	Sumati Majhi	Married Daughter demanding R&R	Manoharpur	Pending at High Court
10	64/2017	Gitanjali Oram	Married Daughter demanding R&R	Manoharpur	Pending at High Court
11	17403 / 2016	Dasarath Sai	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
12	17407 / 2016	Harid Sai	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
13	WP@ 17405/16	Kangalu Majhi & Others	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
14	AP No-1/2021	BGR Mining&Infra LTD	Arbitration		Pending in Tribunal

Odisha Coal and Power Limited
Balance Sheet as at March 31, 2022

(Rupees in Lakhs)

	Particulars	Note No.	As at March 31, 2022	As at March 31, 2021
	ASSETS			
1	Non-current assets			
	(a) Property, Plant and Equipment	5	58,394.55	1,331.70
	(b) Right-of-Use Assets	6	54,038.17	39,384.68
	(c) Capital work-in-progress	7	25,019.12	1,01,760.78
	(d) Other Intangible assets	8	16,644.07	4,272.30
	(e) Financial Assets			
	(i) Loans	9	238.71	44.61
	(ii) Other financial assets	10	1,682.78	819.18
	(f) Other non-current assets	11	1,835.86	1,273.65
	Total Non - Current Assets		1,57,853.26	1,48,886.91
2	Current assets			
	(a) Inventories	12	2,535.46	4,683.33
	(b) Financial Assets			
	(i) Trade receivables	13	7,906.99	4,305.51
	(ii) Cash and cash equivalents	14	22,497.31	1,914.13
	(iii) Bank balances other than (ii) above		1,167.51	-
	(iv) Others	15	52.13	51.04
	(c) Current Tax Assets (Net)	16	-	58.24
	(d) Other current assets	17	17,419.69	12,245.07
	Total Current Assets		51,579.09	23,257.31
	TOTAL ASSETS		2,09,432.36	1,72,144.22
	EQUITY AND LIABILITIES			
	Equity			
	(a) Equity Share capital	18	42,595.00	38,600.00
	(b) Other Equity	19	14,585.11	(1,241.71)
	Total equity		57,180.11	37,358.29
	LIABILITIES			
1	Non-current liabilities			
	(a) Financial Liabilities			
	i) Borrowings	20	1,11,776.03	1,12,116.67
	ii) Other financial liability	21	1.98	1.85
	(b) Provisions	22	1,031.68	1,051.27
	(c) Deferred tax liabilities (Net)	23	2,528.71	827.61
	Total Non-current liabilities		1,15,338.41	1,13,997.40
2	Current liabilities			
	(a) Financial Liabilities			
	(i) Borrowings	24	6,906.66	6,980.81
	(ii) Trade payables			
	-Total outstanding dues of micro and small enterprises.		-	-
	-Total outstanding dues of creditors other than micro and small enterprises.	25	7,247.52	6,697.64
	(iii) Other financial liabilities	26	5,040.98	5,246.10
	(b) Provisions	27	63.14	65.29
	(c) Other current liabilities	28	16,438.82	1,798.70
	(d) Current Tax liabilities (Net)	16	1,216.73	-
	Total Current liabilities		36,913.85	20,788.53
	TOTAL EQUITY AND LIABILITIES		2,09,432.36	1,72,144.22

Notes forming part of the financial statements

1-41

In terms of our report attached.

For and on behalf of the Board

For O M Kejriwal & Co
Chartered Accountants

P. K. Mohapatra
Director

Sambit Parija
Director

Anandita Kaur Anand
Partner

Ajaya Kumar Majhi

Bhagaban Parida

Sariputta Mishra

Odisha Coal and Power Limited

Statement of Profit and Loss for the period ended March 31, 2022

(Rupees in Lakhs)

	Particulars	Notes	Period ended March 31, 2022	Period ended March 31, 2021
I	Revenue from Operations	29	76,945.26	18,277.35
II	Other Income	30	855.41	411.94
	<i>Less: Transferred to Capital work in progress for allocation</i>		(24,569.52)	(18,682.05)
III	Total Income (I + II)		53,231.15	7.25
IV	Expenses			
	(a) Cost of mine operation/excavation	31	33,261.63	13,763.14
	(b) Change in inventories of finished goods/ work in progress and stock in trade	32	(2,350.71)	(1,608.25)
	(c) Coal transportation charges		4,496.49	2,210.55
	(d) Employee Benefit expense	33	1,049.97	1,148.17
	(e) Finance costs	34	9,639.66	8,675.86
	(f) Depreciation and amortization expense	35	2,272.11	1,643.34
	(g) Other expenses	36	3,129.32	1,381.74
	<i>Less : Expenditure transferred/allocated to capital work in progress</i>	7	(18,700.85)	(27,165.82)
	Total expenses (IV)		32,797.62	48.73
V	Profit or (Loss) before tax (III - IV)		20,433.53	(41.48)
VI	Tax Expense:			
	(a) Current tax		2,905.61	-
	(b) Deferred tax	23	1,701.10	104.25
	(c) Taxes of earlier years		-	-
	Total tax expense		4,606.71	104.25
VII	Profit/(loss) for the Period (V -VI)		15,826.82	(145.73)
VIII	Other Comprehensive Income / (Losses)			
	(A) (i) Items that will not be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will not be reclassified to profit and loss		-	-
	(B) (i) Items that will be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will be reclassified to profit and loss		-	-
	Total Comprehensive Income / (Losses) for the period		-	-
IX	Total Comprehensive Income / (Losses) for the period (VII+VIII) (Comprising Loss and Other Comprehensive Income for the period)		15,826.82	(145.73)
X	Earnings per equity share:- Basic and diluted (Rs)	39	3.94	(0.04)

XI Notes forming part of the financial statement

1-41

In terms of our report attached.

For and on behalf of the Board

For O M Kejriwal & Co
Chartered Accountants

P.K. Mohapatra
Director

Sambit Parida
Director

Anandita Kaur Anand
Partner
M.N: 511918
(F.R.N:314144E)

Ajaya Kumar Majhi
Company Secretary

Bhagaban Parida
AGM (Fin)

Sariputta Mishra
Chief Executive Officer

Odisha Coal and Power Limited

Statement of Cash Flow for the period ended March 31, 2022

(Rupees in Lakhs)

Particulars	For the year ended March 31, 2022	For the year ended March 31, 2021
(A) Cash flows from operating activities:		
Profit/(Loss) before taxes	20,433.53	(41.48)
Adjustments for:		
Depreciation and amortisation of non-current assets	1,414.01	-
Operating profit before Current/Non current assets and liabilities	21,847.54	(41.48)
Adjustment for:		
Movements in working capital:		
Inventory	2,147.87	(1,608.25)
Trade receivable	(3,601.48)	(1,112.26)
(Increase)/ decrease in loans and other financial assets	(1.09)	(45.09)
(Increase)/decrease in other assets	(4,464.05)	287.84
Increase/ (decrease) in other payables & provisions	14,618.38	305.92
Increase/ (decrease) in other financial liabilities	344.89	225.23
Cash generated from operations	30,892.07	(1,988.10)
Taxes Paid	(1,630.64)	(49.98)
Net cash flow from operating activities	29,261.43	(2,038.08)
(B) Cash flows from investing activities:		
Payments for purchase of fixed assets	(8,760.46)	(21,611.52)
Payments to acquire financial assets	(194.10)	(1.67)
Advance against acquisition of land	(1,272.80)	580.19
Investment in Mine Closure Escrow	(863.60)	(47.93)
Bank balance other than cash & cash equivalent (Term deposits)	(1,167.51)	-
Net cash used in Investing Activities	(12,258.47)	(21,080.93)
(C) Cash flows from financing activities:		
Proceeds from issue of shares	3,995.00	4,000.00
Other finance by related parties	-	74.17
Proceeds from long term borrowings from banks	6,656.32	20,410.98
Repayment of loans to Banks	(7,071.11)	-
Net cash flow from financing activities	3,580.21	24,485.15
Net increase/(decrease) in cash or cash equivalents	20,583.18	1,366.14
Cash and cash equivalents at the beginning of the year	1,914.13	547.99
Cash and cash equivalents at the end of the year	22,497.31	1,914.13

Notes forming part of the financial statement

Note No. 1-41

(i) The company has undrawn borrowing of Rs. 32,230 lakh (March, 2021: Rs.38,831.91 lakh) from Banks/FI in respect of the sanctioned term loan exist as at the reporting date, to settle its capital commitments.

(ii) Figures in brackets represents cash outflows/incomes as the case may be.

(iii) Reconciliation of cash and cash equivalent: Refer note-14 "cash and cash equivalent".

(iv) Reconciliation between the opening and closing balances of liabilities arising from financing activity.

Particulars	*Non-current borrowings	Current borrowings
Opening balance as at 1st April, 2021	1,12,116.67	6,980.81
Net cashflows during the year	(1,511.58)	(74.15)
Non cash changes due to:		
-Interest on borrowings compounded during moratorium	1,170.94	-
-Transaction cost on borrowings	-	-
Closing balance as at 31st March, 2022	1,11,776.03	6,906.66

*Includes current maturities of non-current borrowings, refer note-24.

In terms of our report attached.

For and on behalf of the Board.

For O M Kejriwal & Co
Chartered Accountants

P.K. Mohapatra
Director

Sampat Parida
Director

Anandita Kaur Anand
Partner
M.N:511918

Ajay Kumar Majhi
Company Secretary

Bhagaban Parida
AGM (Fin)

Sariputta Mishra
Chief Executive Officer

Odisha Coal and Power Limited

Statement of Changes in Equity for the period ended March 31, 2022

A. Equity Share Capital

(Rupees in Lakhs)

Balance as at April 1, 2020	Changes in equity share capital during the year	Balance as at March 31, 2021
34,600.00	4,000.00	38,600.00

(Rupees in Lakhs)

Balance as at April 1, 2021	Changes in equity share capital during the year	Balance as at March 31, 2022
38,600.00	3,995.00	42,595.00

B. Other Equity

(Rupees in Lakhs)

	Reserves and Surplus	
	General Reserve	Retained earnings
Balance as at April 1, 2020	-	(1,095.98)
Loss for the year	-	(145.73)
Other Comprehensive Income/ (Losses)	-	-
Total Comprehensive Income/ (Losses)	-	(145.73)
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2021	-	(1,241.71)
Profit/(Loss) for the year	-	15,826.82
Other Comprehensive Income/ (Losses)	-	-
Total Comprehensive Income/ (Losses)	-	15,826.82
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2022	-	14,585.11

Note No. 1-41

Notes forming part of the financial statement

In terms of our report attached.

For and on behalf of the Board.

For O M Kejriwal & Co
Chartered Accountants

P. K. Mohapatra
Director

Sambit Parida
Director

Anandita Kaur Anand
Partner
M.N:511918
(F.R.N: 314144E)



Ajaya Kumar Majhi
Company Secretary

Bhagaban Parida
AGM (Fin)

Sariputta Mishra
Chief Executive Officer

Place : Bhubaneswar
Date :

Date - 10-06-2022

Odisha Coal and Power Limited

Notes to the Financial Statements for the year 2021-22

1. General Information

The Odisha Coal and Power Limited ("OCPL" / "the Company") incorporated on January 20, 2015 with its registered office at Bhubaneswar, Odisha, India. Subsequently Odisha Power Generation Corporation Ltd (OPGC) and Odisha Hydro Power Company Ltd (OHPC) holds 51% and 49% of share capital of the Company respectively pursuant to the Government of Odisha Notification No. 1088 dated 4th February, 2015 and No. 1160 dated 6th February, 2015. The Company files application for allotment of Manoharpur and Dip-side Manoharpur Coal Block under the provisions of The Coal Mines (Special Provisions) Second Ordinance, 2014 and is declared as the successful allottee of the said coal blocks on 24th March, 2015. Manoharpur coal block is an explored coal block with a total reserve of 181MT and Dip-side Manoharpur coal block is a regionally explored block with a total reserve of 350 MT. On 30th March 2015 to be precise, it signed the Allotment Agreement with the Nominated Authority, Ministry of Coal (MoC), Government of India. Allotment Order of Manoharpur & Dip-side Manoharpur coal blocks is issued on 31st Aug 2015 to OCPL by the Nominated Authority for supply of coal exclusively for OPGC expansion Power Project (Unit 3, 4, 5, & 6), 4 units of 660 MW each at Ib-Thermal Power Station, Banaharpali, Jharsuguda, Odisha. OCPL is operating primarily in mining and supply of coal.

2. Statement of Compliance

In accordance with the notification issued by the Ministry of Corporate Affairs, the Company has adopted Indian Accounting Standards (referred to as "Ind AS") notified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended) with effect from 1 April, 2016.

These financial statements for the year ended March 31, 2022 are the financial statements prepared on going concern basis following accrual system of accounting and comply with the Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015 and subsequent amendments thereto and the Companies Act, 2013 (to the extent notified and applicable).

These financial statements were authorized for issue by the Board of Directors on 10-06-2022.

3. Significant Accounting Policies

The significant accounting policies applied by the Company in preparation of its financial statements are listed below. Such accounting policies have been applied consistently to all the periods presented in these financial statements, unless otherwise indicated.

3.01. Basis of preparation

The financial statements of the Company have been prepared in accordance with Ind AS and relevant provisions of the Companies Act, 2013 (to the extent notified and applicable).

The financial statements have been prepared under the historical cost convention with the exception of certain assets and liabilities that are required to be measured at fair values by Ind AS. Fair value



is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Historical cost is generally based on the fair value of the consideration given in exchange for goods and services.

All assets and liabilities have been classified as current or non-current as per Company's operating cycle and other criteria set out in Schedule-III of the Companies Act 2013. Based on the nature of business, the Company has ascertained its operating cycle as 12 months for the purpose of Current or noncurrent classification of assets and liabilities.

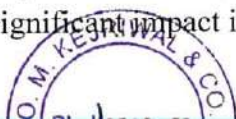
3.02. Adoption of New and Revised Standards

The accounting policies adopted in the preparation of the Financial Statements are consistent with those followed in the preparation of the Company's annual financial statements for the year ended 31st March 2022, except for the adoption of new standard effective as of 1st April, 2022. The Company has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

Recent pronouncements:

Ministry of Corporate Affairs ("MCA") notifies new standard or amendments to the existing standards under Companies (Indian Accounting Standards) Rules as issued from time to time. On March 23, 2022, MCA amended the Companies (Indian Accounting Standards) Amendment Rules, 2022, applicable from April 1st, 2022, as below:

- (i) **Ind AS 16 – Property Plant and equipment-Proceeds before intended use:** The amendment clarifies that excess of net sale proceeds of items produced over the cost of testing, if any, shall not be recognized in the profit or loss but deducted from the directly attributable costs considered as part of cost of an item of property, plant, and equipment. The Company does not expect the amendment to have any significant impact in its financial statements.
- (ii) **Ind AS 37 – Onerous Contracts - Costs of Fulfilling a Contract:** The amendment specifies that the 'cost of fulfilling' a contract comprises the 'costs that relate directly to the contract'. Costs that relate directly to a contract can either be incremental costs of fulfilling that contract (examples would be direct labor, materials) or an allocation of other costs that relate directly to fulfilling contracts. The amendment is essentially a clarification and the Company does not expect the amendment to have any significant impact in its financial statements.
- (iii) **Ind AS 103 – Business Combinations-Reference to Conceptual Framework:** The amendments specify that to qualify for recognition as part of applying the acquisition method, the identifiable assets acquired and liabilities assumed must meet the definitions of assets and liabilities in the Conceptual Framework for Financial Reporting under Indian Accounting Standards (Conceptual Framework) issued by the Institute of Chartered Accountants of India at the acquisition date. These changes do not significantly change the requirements of Ind AS 103. The Company does not expect the amendment to have any significant impact in its financial statements.



- (iv) **Ind AS 106 – Exploration for and Evaluation of Mineral Resources-Annual Improvements to Ind AS (2021):** The amendments remove the illustration of the reimbursement of leasehold improvements by the lessor in order to resolve any potential confusion regarding the treatment of lease incentives that might arise because of how lease incentives were described in that illustration. The Company does not expect the amendment to have any significant impact in its financial statements.
- (v) **Ind AS 109 – Financial Instruments-Annual Improvements to Ind AS (2021):** The amendment clarifies the treatment of any cost or fees incurred by an entity in the process of derecognition of financial liability in case of repurchase of the debt instrument by the issuer. The Company does not expect the amendment to have any significant impact in its financial statements.

3.03. Use of estimates and critical accounting judgments.

i) These financial statements have been prepared based on estimates and assumptions in conformity with the recognition and measurement principles of Ind AS.

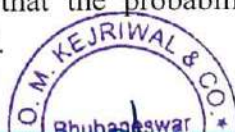
In preparation of financial statements, the company makes judgments, estimates and assumptions that may impact the application of accounting policies and the reported value of assets, liabilities, income, expenses and related disclosures concerning the items involved as well as contingent assets and liabilities at the balance sheet date. The estimates and management's judgements are based on previous experience and other factors considered reasonable and prudent in the circumstances. They are formulated when the carrying amount of assets and liabilities is not easily determined from other sources. Actual results may differ from these estimates.

ii) The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and any future periods affected. Significant judgements and estimates relating to the carrying amount of assets and liabilities, while evaluating/assessing useful lives of property, plant and equipment, impairment of property, plant and equipment, impairment of investments, provision for employee benefits and other provisions, recoverability of deferred tax assets, commitments and contingencies.

iii) Key sources of estimation uncertainty at the reporting date, which may cause a material adjustment to the carrying amounts of assets and liabilities for future years are provided in Note-4.

iv) Estimation of uncertainties relating to the global health pandemic from COVID-19:

The Company has considered the possible effects that may result from the pandemic relating to COVID-19 on the carrying amounts of Trade receivables, Project work in progress, Intangible assets and certain investments including cash and cash equivalent. In developing the assumptions relating to the possible future uncertainties in the global economic conditions and assessing the recoverability of the above because of this pandemic, the Company, as at the date of approval of these financial statements has used internal and external sources of information. The Company has performed sensitivity analysis on the assumptions used herein. Based on current indicators of future economic conditions, the company expects to recover the carrying amount of these assets. The Company basis its assessment believes that the probability of the occurrence of forecasted transactions is not impacted by COVID-19.



The impact of COVID-19 remains uncertain and may be different from what we have estimated as of the date of approval of these financial statements and the Company will continue to closely monitor any material changes to future economic conditions.

3.04 Cash Flow Statement

Cash flow is reported using the indirect method, where by profit / (loss) before extra-ordinary items and tax is adjusted for the effect of transactions of non-cash nature and any deferrals or accruals of past or future cash receipts or payments. For the purposes of the Cash Flow Statement, cash and cash equivalents is as defined above, net of outstanding bank overdrafts.

3.05. Property, Plant and Equipment

Tangible Assets:

i) Initial recognition and measurement

Property, plant and equipment held for use in the production or/ and supply of goods or services, or for administrative purposes, are initially recognized at cost. Such cost comprises purchase price (net of recoverable taxes, trade discount and rebate etc.), borrowing cost, and any cost directly attributable to bringing the assets to its location and working condition for intended use.

Subsequent measurement is done at cost, less any accumulated depreciation and impairment loss, if any.

Expenditure incurred on development of freehold land and leasehold land are capitalized as part of the cost of the land. Deposits, payments / liabilities made provisionally towards compensation, rehabilitation and other expenses relatable to land in possession are treated as cost of land.

In case of self-constructed assets, cost includes the costs of all materials used in construction, direct labour, allocation of overheads, borrowing costs if any attributable to such construction.

Deposit works/cost plus contracts are accounted for on the basis of statements of account received from the contractors.

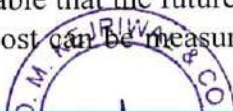
Unsettled liabilities for price variation/exchange rate variation in case of contracts are accounted for on estimated basis as per terms of the contracts.

In the case of assets put to use, where final settlement of bills with contractors is yet to be effected, capitalization is done on provisional basis subject to necessary adjustment in the year of final settlement.

ii) Subsequent Cost

Subsequent expenditure is recognized in the carrying amount of the asset when it is probable that future economic benefits deriving from the cost incurred will flow to the enterprise and the cost of the item can be measured reliably.

The cost of replacing major part of an item of property, plant and equipment is recognized in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Company and its cost can be measured reliably. The carrying amount of the



replaced part is derecognized regardless of whether the replaced part has been depreciated separately. If it is not practicable to determine the carrying amount of the replaced part, the Company uses the cost of the replacement as an indication of what the cost of replaced part was at the time it was acquired or constructed. The costs of the day-to-day servicing of property, plant and equipment are recognized in the statement of profit and loss as and when incurred.

iii) De-recognition of assets

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the use of the asset. Any gain or loss arising on the disposal/de-recognition is recognised in the statement of profit and loss.

3.06 .Depreciation & Amortization of Tangible assets

Depreciation is recognized in statement of profit and Loss on a straight line basis over the useful lives of the assets as prescribed under Schedule II of the Companies Act 2013 or as ascertained based on internal assessment and independent technical evaluation that the useful lives as best represent the period over which Company expects to use these assets.

Particulars	Useful lives
Building	30 to 60 years
Furniture & Fixtures and Electrical Equipment's	5 to 10 years
Office and Other Equipment's	3 to 5 years
Vehicles	8 years
Computers & EDP	3 years
Tools and Tackles	1 to 5 years
Coal Handling Plant	25 years

Free hold Land is not depreciated. Premium paid on leasehold land including land development and rehabilitation expense are amortized over the lease period.

Capital expenditure on assets laid /constructed on land not owned by the company as mentioned above is amortized over a period of its useful life or permitted period whichever is lower.

Depreciation on assets are provided over estimated useful life as ascertained based on internal assessment and independent technical evaluation that the useful lives as best represent the period over which Company expects to use these assets. Hence, the useful lives for these assets are different from the useful life as prescribed under Schedule II of the Companies Act 2013.

The estimated useful lives and residual values are reviewed at each year end, with the effect of any changes in estimate, accounted for on a prospective basis. Each component of an item of property, plant and equipment with a cost that is significant in relation to the total cost of that item is depreciated separately if its useful life differs from the others components of the asset.



Property, plant and equipment including tools and tackles costing up to ₹,5,000/- are fully depreciated in the year in which it is for put to use.

Physical verification of fixed assets are undertaken by the Company in a phased manner over a period of three years and the discrepancies noticed, if any, are accounted for in the year in which such differences are found.

3.07 Capital work-in-progress

Cost incurred for property, plant and equipment that are not ready for their intended use as on the reporting date, is classified under capital work- in-progress.

The cost of self-constructed assets includes the cost of materials & direct labour, any other costs directly attributable to bringing the assets to the location and condition necessary for it to be capable of operating in the manner intended by management and the borrowing costs attributable to the acquisition or construction of qualifying asset.

Expenses directly attributable to construction of property, plant and equipment incurred till they are ready for their intended use are identified and allocated on a systematic basis on the cost of related assets.

Deposit works/cost plus contracts are accounted for on the basis of statements of account or utilization certificate received from the contractors or from state or local authorities.

Unsettled liabilities for price variation/exchange rate variation in case of contracts are accounted for on estimated basis as per terms of the contracts.

Cost incurred relating to project, net of income earned during project development stage prior to its intended use are considered as pre-operative expenses and disclosed under Capital-work-in-Progress.

3.08 Intangible assets and intangible assets under development

i) Initial recognition and measurement

An intangible asset is recognized if and only if it is probable that the expected future economic benefits that are attributable to the asset will flow to the Company and the cost of the asset can be measured reliably.

Intangible assets that are acquired by the Company, which have finite useful lives, are recognized at cost. Subsequent measurement is done at cost less accumulated amortization and accumulated impairment losses. Cost comprises purchase price including import duties, non -refundable taxes after deducting trade discounts and rebates and any directly attributable expenses of preparing the asset for its intended use.

Expenditure on development activities is capitalized only if the expenditure can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable and the Company intends to & has sufficient resources to complete development and to use or sell the asset.

Expenditure incurred which are eligible for capitalizations under intangible assets are carried as intangible assets under development till they are ready for their intended use.

ii) In case 'Forest Land' is diverted otherwise than leasehold basis (i.e no lease deed is envisaged to be executed), entire consideration paid/payable is to be capitalized as "Right to Use-Land" under

“Intangible Assets”. The same shall be amortized over the period of legal right to use or life of the coal mine, whichever is less. Amortization shall commence when the forest land is available for use.

In case, the lease agreement is signed subsequent to the classification of land as ‘Right to use’, Land shall be reclassified as “Leasehold Land” and corresponding balances on the date of execution of lease agreement shall be transferred from Right to Use-Land to Leasehold Land and shall be dealt as per IND AS 17. The unamortized balance of leasehold land shall be amortized over the Mining lease period or the life of mines, whichever is lower.

iii) Subsequent costs

Subsequent expenditure is recognized as an increase in the carrying amount of the asset when it is probable that future economic benefits deriving from the cost incurred will flow to the enterprise and the cost of the item can be measured reliably.

iv) De-recognition

An intangible asset is derecognized when no future economic benefits are expected from their use or upon their disposal. Gain or loss on de-recognition of an intangible asset is determined as the difference between the net disposal proceeds, if any, and the carrying amount of intangible assets and are recognized in the statement of profit and loss.

v) Amortization

- a) Cost of Computer software and license recognized as intangible asset, is amortized on straight-line method over a period of legal right to use or 3 years, whichever is less.
- b) Mining Rights and Expenses on Exploration for evaluation of mineral resources are amortized over the period of availability of reserves or 30 years whichever is earlier.
- c) Other intangible assets are amortized on straight-line method over the period of legal right to use or life of the related plant, whichever is less.
- d) The amortization period and the amortization method of intangible assets with a finite useful life is reviewed at each financial year end and adjusted prospectively, wherever required.

3.09 Intangible assets under development

a) Coal Mining Exploration and Development Activities

Exploration and evaluation assets comprise capitalized costs which 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.

Exploration and evaluation expenditure incurred after obtaining the mining right or the legal right to explore are capitalized as exploration and evaluation assets under ‘Intangible assets under development’ in line with Ind As 106 and stated at cost less impairment if any. Exploration and evaluation assets are assessed for impairment indicators at least annually.

b) Development expenditure on coal mines



Expenditure incurred for mines development prior to commercial production i.e. primary development expenditure other than land, buildings, plant and equipment is capitalised until the mining property is capable of commercial production.

Subsequent expenditure is capitalized only where it either enhances the economic benefits of the development/ producing asset or replaces part of the existing development/producing asset. Any remaining costs associated with the part replaced are expensed.

The development expenditure capitalized is net of sale value of coal extracted during development phase including other pre-operative income.

Gains and losses on de-recognition of assets referred above, are determined as the difference between the net disposal proceeds, if any, and the carrying amount of respective assets and are recognized in the statement of profit and loss.

3.10 Commercial Operation

The project/mines are brought to revenue; when commercial readiness of a project/mine to yield production on a sustainable basis is established either on the basis of conditions specifically stated in the project report or on the basis of the following criteria:

- a) From beginning of the financial year immediately after the year in which the project achieves physical output of 25% of rated capacity as per approved project report, or
- b) 2 years of touching of coal, or
- c) Beginning of the financial year immediately after the year in which the value of production is more than total expenditure.

Whichever event occurs first.

On being brought to revenue the assets under Capital Work In Progress are capitalized under the head (i) Property plant and equipment and (ii) intangible asset to the extent such assets are substantially completed. The remaining assets, both tangible and intangible continue to remain in Capital Work In Progress until such time they reach substantial completions for its intended use.

3.11 Impairment of non-financial assets

Impairment of non-financial assets

The carrying amounts of the Company's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment considering the provisions of Ind AS 36 - 'Impairment of Assets'. If any such indication exists, then the asset's recoverable amount is estimated.

The recoverable amount of an asset or cash-generating unit is the higher of its fair value less costs to disposal and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the 'cash-generating unit', or "CGU").



An impairment loss is recognized if the carrying amount of an asset or its CGU exceeds its estimated recoverable amount. Impairment losses are recognized in the statement of profit and loss. Impairment losses recognized in respect of CGUs are reduced from the carrying amounts of the assets of the CGU.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of accumulated depreciation or amortization, if no impairment loss had been recognized.

3.12. Foreign currencies Transactions

The financial statements of the Company are presented in Indian rupees ("INR"), which is the functional currency of the Company and the presentation currency for the financial statements.

Transactions in foreign currencies are initially recorded in reporting currency i.e. Indian Rupees, using the exchange rates prevailing on the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are retranslated at the rates of exchange prevailing at the end of the reporting period. Non-monetary items are measured at historical cost.

Exchange differences arising on monetary items are recognized in the statement of profit and loss in the period in which they arise

3.13 .Employee Benefits

Employee benefits, inter-alia includes short term employee benefits, provident fund, gratuity, compensated absences and other terminal benefits.

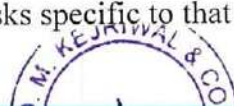
In terms of arrangements with OPGC, the company has to make payment for liability towards gratuity, leave benefits (including compensated absences) and other terminal benefit etc. for the period of service rendered by the employees posted on secondment basis from OPGC to OCPL and as per the valuation done by actuary of OPGC.

3.14.Provisions and Contingent Liabilities and Contingent Assets

Provisions:

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event which is expected to result in an outflow of resources embodying economic benefits which can be reliably estimated.

The amount recognized as a provision is the best estimate of the expenditure required to settle the present obligation at the balance sheet date, taking into account the risks and uncertainties surrounding the obligation. When appropriate, provisions are measured on a discounted basis. The discount rate used is a pre-tax rate that reflects current market assessments of the time value of money in that jurisdiction and the risks specific to that liability



Contingent Liabilities and Assets:

Contingent liabilities are possible obligations that arise from past events and whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events not wholly within the control of the Company. Where it is not probable that an outflow of economic benefits will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of economic benefits is remote. Contingent liabilities are disclosed on the basis of judgment of the management/independent experts. These are reviewed at each balance sheet date and are adjusted to reflect the current management estimate.

Contingent assets are possible assets that arise from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company. Contingent assets are disclosed in the financial statements when inflow of economic benefits is probable on the basis of judgment of management. These are assessed continually to ensure that developments are appropriately reflected in the financial statements.

Contingent assets are not recognized in the financial statement, but are disclosed where an inflow of economic benefits is probable.

3.15. Leases

The Company as a lessee:

The Company's lease asset classes primarily consist of leases for land. The Company assesses whether a contract contains a lease, at inception of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Company assesses whether :

- (i) the contract involves the use of an identified asset
- (ii) the Company has substantially all of the economic benefits from use of the asset through the period of the lease and (iii) the Company has the right to direct the use of the asset.

At the commencement date, a lessee shall recognise a right-of-use asset at cost and a lease liability at the present value of the lease payments that are not paid at that date for all leases except for leases with a term of 12 months or less (short-term leases) and low value leases. For these short-term and low-value leases, the Company recognizes the lease payments as an operating expense on a straight-line basis over the term of the lease.

Subsequently, right-of-use asset is measured using cost model whereas, the lease liability is measured by increasing the carrying amount to reflect interest on the lease liability, reducing the carrying amount to reflect the lease payments made and remeasuring the carrying amount to reflect any reassessment or lease modifications.

ROU assets are depreciated from the commencement date on a straight-line basis over the period, lower of the lease term or useful life of the underlying asset. ROU assets are evaluated for recoverability whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. In such cases, the recoverable amount is determined for the Cash Generating Unit (CGU) to which the asset belongs.



The lease liability is initially measured at amortized cost at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, using the incremental borrowing rates of the company. Lease liabilities are remeasured with a corresponding adjustment to the related ROU asset if the Company changes its assessment of whether it will exercise an extension or a termination option.

Lease liability and ROU assets have been separately presented in the Balance Sheet and lease payments have been classified as financing cash flows.

The Company as a lessor:

A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of an underlying asset. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset.

All other leases are classified as operating leases.

Operating lease:

Lease payments from operating leases are recognised as income on either a straight-line basis unless another systematic basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.

Finance leases:

Assets held under a finance lease is initially recognised in its balance sheet and present them as a receivable at an amount equal to the net investment in the lease using the interest rate implicit in the lease to measure the net investment in the lease.

Subsequently, finance income is recognised over the lease term, based on a pattern reflecting a constant periodic rate of return on the lessor's net investment in the lease."

Sub-lease:

When the Company is an intermediate lessor, it accounts for its interests in the head lease and the sublease separately. The sublease is classified as a finance or operating lease by reference to the ROU asset arising from the head lease.

3.16. Inventory

Inventories are valued at lower of cost and net realizable value. Cost includes cost of purchase, cost of conversion and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis. Costs of purchased inventory are determined after deducting rebates, trade discounts and other similar items. Net realizable value represents the estimated selling price of inventories less all estimated costs of completion and costs necessary to make the sale.

Book stock of coal is considered in the accounts where the variance between book stock and measured stock is up to +/- 5% and in cases where the variance is beyond +/- 5% the measured stock is considered.

3.17. Trade Receivable

Trade receivables are amounts due from customers for goods sold or services performed in the



ordinary course of business. If the outstanding is due for payment within a period of 12 months or less from the reporting date, they are classified as current assets otherwise as non-current assets. Trade receivables are measured at their transaction price unless it contains a significant financing component in accordance with Ind AS 115 (or when the entity applies the practical expedient) or pricing adjustments embedded in the contract.

Financial assets and liabilities are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets and liabilities are initially measured at fair value. Transaction cost that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value measured on initial recognition of financial asset or financial liabilities.

3.18 Financial Instruments

3.18.1 Financial assets

a) Cash or Cash Equivalent

The Company considers all short-term bank deposits having a maturity period of three months or less as cash & cash equivalent. Term deposits in Bank with a maturity period of more than 3 months are considered as other Bank Balance.

b) Financial assets at amortized cost

Financial assets are subsequently measured at amortized costs if these financial assets are held within a business model whose objective is to hold these assets in order to collect contractual cash flows and the contractual terms of the financial assets give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

c) Financial assets at fair value through other comprehensive income (FVTOCI)

Financial assets are measured at fair value through other comprehensive income if these financial assets are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets and contractual term of the financial assets give rise on specified days to cash flows that are solely payment of principals and the interest on principal amount outstanding.

d) Financial assets at Fair value through Profit or loss (FVTPL)

Financial assets are measured at fair value through profit or loss unless it is measured at amortized cost or at fair value through other comprehensive item on initial recognition. The transaction cost directly attributable to the acquisition of financial assets and liabilities at fair value through profit or loss are immediately recognized in the statement of profit or loss.

e) Financial liabilities and equity instruments issued by the Company

3.18.2 Financial Liabilities



Trade and other payables are initially measured at fair value, net of transaction costs, and are subsequently measured at amortized cost, using the effective interest rate method.

Other financial liabilities are measured at amortized cost using the effective interest method.

3.18.3 Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognized at the proceeds received, net of direct issue costs.

3.18.4 Compound instruments

The component parts of compound instruments (convertible instruments) issued by the Company are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangement. At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for a similar non-convertible instrument. This amount is recorded as a liability on an amortized cost basis using the effective interest method until extinguished upon conversion or at the instrument's maturity date. The equity component is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognized and included in equity, net of income tax effects, and is not subsequently re-measured.

3.18.5 Financial guarantee contract liabilities

Financial guarantee contract liabilities are initially measured at their fair values and, if not designated as at FVTPL, are subsequently measured at the higher of:

- the amount of the obligation under the contract, as determined in accordance with IAS 37 Provisions, Contingent Liabilities and Contingent Assets; and
- the amount initially recognized less, where appropriate, cumulative amortization recognized in accordance with the revenue recognition policies.

3.18.6 De-recognition of financial assets

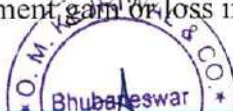
The Company derecognizes a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity

3.18.7 Impairment of financial assets

At each reporting date, the Company assess whether the credit risk on a financial instrument has increased significantly since initial recognition.

If, at the reporting date, the credit risk on a financial instrument has not increased significantly since initial recognition, the Company measures the loss allowance for that financial instrument at an amount equal to 12-month expected credit losses. If, the credit risk on that financial instrument has increased significantly since initial recognition, the Company measures the loss allowance for a financial instrument at an amount equal to the lifetime expected credit losses.

The amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date is recognized as an impairment gain or loss in the statement of profit and loss.



3.18.8 De-recognition of financial liability

The Company derecognizes financial liabilities when, and only when, the Company's obligations are discharged, cancelled or they expire.

3.18.9 Offsetting financial instruments

Financial assets and liabilities are offset and the net amount reported in the balance sheet when there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business.

3.19. Borrowing cost

Borrowing costs consist of;

- (a) interest expense calculated using the effective interest method as described in Ind AS 109 – 'Financial Instruments'
- (b) interest expense on lease liabilities recognized in accordance with Ind AS 116– 'Leases' and
- (c) exchange differences arising from foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs

Borrowing costs that are directly attributable to the acquisition, construction/exploration/development or erection of qualifying assets are capitalized as part of cost of such asset until such time the assets are substantially ready for their intended use. Qualifying assets are assets which necessarily take substantial period of time to get ready for their intended use or sale.

When the Company borrows funds specifically for the purpose of obtaining a qualifying asset, the borrowing costs incurred are capitalized. When Company borrows funds generally and uses them for the purpose of obtaining a qualifying asset, the capitalization of the borrowing costs is computed based on the weighted average cost of all borrowings that are outstanding during the period and used for the acquisition, construction/exploration or erection of the qualifying asset. However, borrowing costs applicable to borrowings made specifically for the purpose of obtaining a qualifying asset, are excluded from this calculation, until substantially all the activities necessary to prepare that asset for its intended use or sale are complete.

Income earned on temporary investment made out of the borrowings pending utilization for expenditure on the qualifying assets is deducted from the borrowing costs eligible for capitalization.

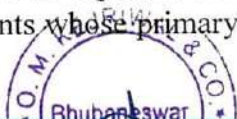
Capitalization of borrowing costs ceases when substantially all the activities necessary to prepare the qualifying assets for their intended use are complete.

Other borrowing costs are recognized as an expense in the year in which they are incurred

3.20. Accounting for Government grants / Grants – in Aid

Government grants are recognized when there is reasonable assurance that we will comply with the conditions attaching to them and that the grants will be received.

Government grants are recognized in the statement of profit and loss on a systematic basis over the periods in which the Company recognizes as expenses the related costs for which the grants are intended to compensate. Government grants whose primary condition is that the Company should



purchase, construct or otherwise acquire non-current assets are recognized in the balance sheet by setting up the grant as deferred income.

Other government grants (grants related to income) are recognized as income over the periods necessary to match them with the costs for which they are intended to compensate, on a systematic basis. Government grants that are receivable as compensation for expenses or losses already incurred or for the purpose of providing immediate financial support with no future related costs are recognized in the statement of profit and loss in the period in which they become receivable.

Grants related to income are presented under other income in the statement of profit and loss except for grants received in the form of rebate or exemption which are deducted in reporting the related expense.

The benefit of a government loan at a below-market rate of interest is treated as a government grant, measured as the difference between proceeds received and the fair value of the loan based on prevailing market interest rates.

3.21. Tax Expenses

Tax expense for the year comprises current and deferred tax.

Current tax :

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the statement of profit and loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Company's liability for current tax is calculated using tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amount of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit. Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply in the period in which the asset is realized or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

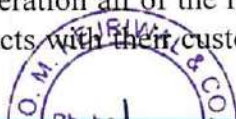
Deferred tax assets and liabilities are offset to the extent that they relate to taxes levied by the same tax authority and there are legally enforceable rights to set off current tax assets and current tax liabilities within that jurisdiction.

The carrying amount of deferred tax asset is reviewed at the end of each reporting period and adjusted to the extent it has become probable that sufficient taxable profits will be available to allow the asset to be recovered.

3.22. Revenue recognition and Other income

Revenue recognition policy:

Revenue is recognized at an amount that reflects the consideration to which a Company expects to be entitled in exchange for transferring goods or services to a customer. Ind AS 115 requires entities to exercise judgement, taking into consideration all of the relevant facts and circumstances when applying each step of the model to contracts with their customers. The standard also specifies the



accounting for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract.

Revenue from contracts with customers

Revenue from contracts with customers is recognized when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company has generally concluded that it is the principal in its revenue arrangements because it typically controls the goods or services before transferring them to the customer as in the line with requirement of Ind AS 115.

Dividend

Dividend income from investments is recognized when the right to receive the dividend is established.

Interest

Interest income from a financial asset is recognized when it is probable that the economic benefits will flow to the Company and the amount of income can be measured reliably. Interest income is accrued on a time proportion basis, by reference to the principal outstanding and effective interest rate.

Insurance

Insurance claim are accounted for in the year of realization.

3.23. Exceptional items

Exceptional items are items of income and expenses within profit or loss from ordinary activities but of such size, nature or incidence whose disclosure is felt necessary for better explanation of the performance of the Company.

3.24. Restatement of material error / omissions

Prior period income/expenses and prepaid expenses of items not exceeding Rs.2.00 lakh in each case are charged to natural head of accounts in the current year.

Previous year figure has been regrouped/re-arranged wherever it is necessary.

4. Critical accounting judgments and key sources of estimation uncertainty

In the application of the Company's accounting policies, which are described in Note-2, the management of the Company is required to make judgments, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised.

Critical judgments in applying accounting policies:



The following are the critical judgements, apart from those involving estimations (see point ii below), that the management have made in the process of applying the Company's accounting policies and that have the most significant effect on the amounts recognized in the financial statements

i. Financial assets at amortized cost:

The management has reviewed the Company's financial assets at amortized cost in the light of its business model and have confirmed the Company's positive intention and ability to hold these financial assets to collect contractual cash flows.

ii. Key sources of estimation uncertainty:

The following are the key assumptions concerning the future, and other key sources of estimation of uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year

a. Impairment of investments

The Company reviews its carrying value of investments carried at amortized cost annually, or more frequently when there is indication for impairment. If the recoverable amount is less than its carrying amount, the impairment loss is accounted for.

b. Provisions

Provisions (excluding retirement benefits and compensated absences) are not discounted to its present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date adjusted to reflect the current best estimates.

c. Contingent liabilities

Contingent liabilities arising from past events the existence of which would be confirmed only on occurrence or non-occurrence of one or more future uncertain events not wholly within the control of the Company or contingent liabilities where there is a present obligations but it is not probable that economic benefits would be required to settle the obligations are disclosed in the financial statements unless the possibility of any outflow in settlement is remote

d. Fair value measurements and valuation processes:

For financial reporting purposes, fair value measurements are categorized into Level 1, 2 or 3 based on the degree to which the inputs to the fair value measurements are observable and the significance of the inputs to the fair value measurement in its entirety, which are described as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company can access at the measurement date;
- Level 2 inputs are inputs, other than quoted prices included within Level 1, that are observable for the asset or liability, either directly or indirectly; and
- Level 3 inputs are unobservable inputs for the asset or liability.

Odisha Coal and Power Limited
Notes forming part of the financial statements

5. Property, Plant & Equipment.

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Carrying amounts of :		
Freehold Land	110.68	80.79
Buildings	11,289.61	979.41
Road, bridge and culverts	5,068.10	52.85
Furniture & Fixtures	110.04	61.48
Vehicle	0.91	1.59
Plant & Machinery (CHP)	41,562.84	-
Office and other Equipments	252.36	155.58
Total	58,394.55	1,331.70

(Rupees in Lakhs)

Particulars	Freehold Land	Building, Sheds & others	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery	Total
Cost								
Balance as at April 1, 2021	80.79	1,086.15	65.16	103.79	5.73	287.57	-	1,629.19
Additions	29.89	10,343.61	5,039.45	58.29	-	132.91	41,579.75	57,183.90
Disposals	-	-	-	-	-	-	-	-
Balance as at March 31, 2022	110.68	11,429.76	5,104.61	162.08	5.73	420.47	41,579.75	58,813.09

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery	Total
Accumulated depreciation and amortization								
Balance as at April 1, 2021	-	106.74	12.31	42.31	4.14	131.99	-	297.49
Elimination on disposals of assets	-	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	33.40	24.20	9.73	0.68	36.13	16.91	121.06
Balance as at March 31, 2022	-	140.15	36.52	52.04	4.82	168.11	16.91	418.54

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery	Total
Carrying amount								
Balance as at April 1, 2021	80.79	979.41	52.85	61.48	1.59	155.58	-	1,331.70
Additions	29.89	10,343.61	5,039.45	58.29	-	132.91	41,579.75	57,183.90
Disposals	-	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	33.40	24.20	9.73	0.68	36.13	16.91	121.06
Balance as at March 31, 2022	110.68	11,289.61	5,068.10	110.04	0.91	252.36	41,562.84	58,394.55

(i) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present, future immovable properties. For details refer Note-20.

(ii) At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that any asset may be impaired and did not recognise any impairment charge during the year ended March 31, 2022.

(iii) The additions in "PPE" during the year includes allocation of pre-operative expenses and 'IDC' to the tune of Rs.14,709.01 lakh (March'21: Nil) incurred up to the date of COD (Commercial operation).



Odisha Coal and Power Limited

Notes forming part of the financial statements

6. Right-of-Use Assets (ROU)

Particulars	Category of 'ROU' Assets			Total
	Leasehold land	Building	Others	
Balance as at April 1, 2021	39,384.68	-	-	39,384.68
Addition:	16,426.73	-	-	16,426.73
Deletion:	-	-	-	-
Depreciation/amortization during the period	1,773.24	-	-	1,773.24
Balance as at March 31, 2022	54,038.17	-	-	54,038.17

i) 'ROU' includes development cost on lease land and rehabilitation & resettlement expenses.

ii) 'The lease land of the company is generally acquired through Odisha Industrial development corporation (IDCO) as per the prescribed procedure in this regard. 'ROU' includes the cost of Govt. land and private land on which physical possession has been obtained from IDCO and amortized it over a period of 30 years. The company recognises the registration cost or any other documentation charges in the year when it is incurred, upon registration of lease agreement with IDCO in respect of the aforesaid land and amortized over the remaining period of useful life.

iii) The cost of 'ROU' also includes the expenditure incurred towards rehabilitation & resettlement, registration cost of leasehold land, cost of tree felling, cost of R&R colony construction, present value of future obligation towards annuity payable for project displaced families and all other expenditures which are directly attributable in acquisition/development of the land.

iv) The additions in "ROU" includes allocation of Pre-operative expenses and Interest during construction i.e up to the date of COD for Rs.14832.67 lakh. The COD of the mines has commenced on 30-09-2021.



Odisha Coal and Power Limited
Notes forming part of the financial statements

7. Capital work-in Progress:

Details of Capital Work In Progress are as follows:

(Rupees in Lakhs)

Particulars	As at March 31, 2021	Addition/ (Capitalised) during the year	As at March 31, 2022
Road, Bridges & culverts (not owned by company)	1,417.63	(1,417.63)	-
Construction of Coal Handling Plant & other Infrastructures	36,430.93	(36,430.93)	-
Construction of Mine Township complex	4,480.98	5,931.15	10,412.13
Construction of Water Pipe-line	5,625.03	2,269.82	7,894.85
Other mine infrastructures	43.62	(43.62)	-
132 KV Bays Extension	695.02	825.07	1,520.09
Development of Coal Mines	14,941.38	(9,749.32)	5,192.06
Consultancy for coal Mines	3,831.16	(3,831.16)	-
Power, Supply & Lightings- Allocated	18.33	(18.33)	-
Power, Supply & Lightings- (WIP)	3,291.53	1,900.53	5,192.06
Up front Fees	6,211.63	(6,211.63)	-
Statutory Clearance Fees & Expenses	101.21	(101.21)	-
Technical studies, survey & soil Investigations	85.59	(85.59)	-
Geological Report Fees	425.44	(425.44)	-
Drilling & Exploration	871.10	(871.10)	-
Other mine-development expenses	105.37	(105.37)	-
Pre operative Expenses/(income)	38,126.21	(38,126.21)	-
Employee Benefit Expenses (note-33)	6,724.52	(6,724.52)	-
Finance Cost (note-34)	28,550.84	(28,550.84)	-
Interest earned on short term deposits and advances	(1,022.17)	1,022.17	-
Revenue during construction (note-29)	(23,753.64)	23,753.64	-
Other pre-operative incomes	(1,909.47)	1,909.47	-
Cost of excavation (note- 31)	20,247.02	(20,247.02)	-
Change in inventory of finished goods (note-32)	(4,683.33)	4,683.33	-
Cost of coal transportation	3,112.02	(3,112.02)	-
Depreciation and Amortisation (note-35)	3,583.73	(3,583.73)	-
Administrative & Other expenses (note-36)	7,276.67	(7,276.67)	-
Total	1,01,760.78	(76,741.66)	25,019.12

i) Interest during construction (IDC) attributable to qualifying assets already capitalized/capitalized during the year, has been allocated on a systematic basis on the date of commencement of commercial operation (CoD).

ii) Depreciation and amortisation expenses for the period till COD has been capitalised and allocated to qualifying assets as Expenditure during construction.

iii) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present & future immovable properties. For details refer note-20.

iv) The revenue generated for the period till COD has been reduced/adjusted in 'CWIP' and post COD revenue has been disclosed in the statement of profit & loss.

v) Other preoperative income indicates LD and recovery of penalty from contractor/suppliers in connection with the project work.

vi) At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that CWIP may be impaired and did not recognise any impairment charge during the year ended March 31, 2022.

vii) The CWIP ageing is evaluated in the following manner as on the reporting date.

(Amount in lakhs)

		(Amount in lakhs)				
	CWIP	As at March 31,2022				Total
		Amount in CWIP for a period of				
		Less than 1 year	1-2 years	2-3 years	More than 3 years	
Projects in progress		-	-	5,192.06	19,827.06	25,019.12
Projects temporarily suspended		-	-	-	-	-

viii) Details of CWIP whose completion is overdue is exhibited below

(Amount in lakhs)

As at March 31, 2022					Total
CWIP	To be completed in				
	Less than 1 year	1-2 years	2-3 years	More than 3	

Odisha Coal and Power Limited
Notes forming part of the financial statements

8. Other Intangible assets

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Carrying amounts of :		
Software	5.09	7.01
Mining lease right	1,497.04	1,556.67
Exploration for evaluation of Mineral Resources	12,537.10	-
Right to use Forest land	2,604.85	2,708.61
Total	16,644.07	4,272.30

(Rupees in Lakhs)

Particulars	Softwares	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Total
Cost					
Balance as at April 1, 2021	105.83	1,789.00	3,112.86	-	5,007.68
Additions	-	-	-	12,749.59	12,749.59
Disposals	-	-	-	-	-
Balance as at March 31, 2022	105.83	1,789.00	3,112.86	12,749.59	17,757.27

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Total
Accumulated depreciation and impairment					
Balance as at April 1, 2021	98.82	232.32	404.24	-	735.39
Elimination on disposals of assets	-	-	-	-	-
Depreciation & amortisation for the period	1.93	59.63	103.76	212.49	377.81
Balance as at March 31, 2022	100.74	291.96	508.01	212.49	1,113.20

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Total
Carrying amount					
Balance as at April 1, 2021	7.01	1,556.67	2,708.61	-	4,272.30
Additions	-	-	-	12,749.59	12,749.59
Disposals	-	-	-	-	-
Depreciation & amortisation for the year	1.93	59.63	103.76	212.49	377.81
Balance as at March 31, 2022	5.09	1,497.04	2,604.85	12,537.10	16,644.07

i) 'The right to use Forest land under intangible asset represents the amount deposited with MOEF (and other directly attributable expenditure) towards forest diversion as approved under stage-II forest clearance to use the forest at coal bearing area. The total capitalized forest diversion consists of 495.35 acre out of which the company is in possession of 491.27 acre and the balance 4.08 acre is in subjudice at Hon'ble Highcourt of Odisha, the possession of which is yet to be obtained.

ii) Software renewal and annual maintainance charges are charged to revenue/expenses during construction.

Odisha Coal and Power Limited

Notes forming part of the financial statements

9. Loans- Non current

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
a) Security Deposits		
- Secured, considered good	-	-
- Unsecured, considered good	238.71	44.61
- Doubtful	-	-
Less : Allowance for bad and doubtful advances	-	-
b) Loans to related parties		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances		
c) Loans to employees		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances		
Total	238.71	44.61

10. Other Financial assets- Non current

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
a) Balances with Bank		
(i) In Deposit Account:		
Mine Closure ESCROW	1,682.78	819.18
b) Others	-	-
Total	1,682.78	819.18

i) **Mine Closure Escrow deposit:** The balances with banks under "Mine closure escrow deposit" represents the annual mine closure cost deposited in Escrow account as per the approved Mine closure plan and guidelines of MoC, GoI for preparation of mine closure.

ii) The deposit in Escrow has been made in the form of fixed deposit for a period less than 5 years, the withdrawal from which is subject to the terms & conditions of the Escrow agreement executed between Union Bank of India (being the Escrow agent), OCPL, and the Coal Controller's Organisation, MoC.

iii) The above includes interest accrued on deposits for Rs.53.15 lakh (March'21: Rs.47.93 lakh) during the reportine period.



Odisha Coal and Power Limited

Notes forming part of the financial statements

11. Other non-current assets

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Capital Advances:		
a) Advance against acquisitions of Land & Building.	1,661.24	388.44
Advance to contractors	-	885.21
Others	174.62	-
TOTAL	1,835.86	1,273.65

i) 'Capital advance represents the advance paid towards acquisition of leasehold Govt./private Land (including land development expenses) on which lease deed execution with IDCO is yet to be obtained. Pending the allotment, possession and leasing procedure from IDCO, the same has not been capitalized as on the reporting date. It also includes NPV paid on forest diversion of 5.777 hac land for 33KV transmission line on which stage-II clearance is yet to be obtained from MoEF.

ii) Advance against acquisition of land and building includes advance of Rs.1000 lakh paid towards purchase of building at Shakti Bhawan.

iii) The amount of advance to the extent recoverable within 12 month from the balance sheet date has been classified under other current Assets and recoverable for a period more than 12 months from the balance sheet date has been classified as Non-current.

iv) Other asset represents prepaid expenses towards BG commision & statutory fees relating to FY.2023-24.



Odisha Coal and Power Limited

Notes forming part of the financial statements

12. Inventories

(Rupees in Lakh)

Particulars	As at March 31, 2022	As at March 31, 2021
i) Finished goods		
Stock of Coal	2535.46	4,673.38
Less: Provision	-	-
ii) Stock in transit	-	9.95
Less: Provision	-	-
Total	2,535.46	4,683.33

i) Inventories have been valued at lower of Cost or Net realizable value.

13. Trade receivables-Current

(Rupees in Lakh)

Particulars	As at March 31, 2022	As at March 31, 2021
Trade receivables		
(a) Secured, considered good	-	-
(b) Un-secured, considered good	7,906.99	4,305.51
(c) Doubtful	-	-
Less: Allowance for credit loss	-	-
Total	7,906.99	4,305.51

i) Trade receivables are dues in respect of sale of coal to Mahanadi Coal Fields Limited & Odisha Power Generation Corporation Ltd. only.

ii) Trade receivable are realisable within 12 months from the balance sheet date and classified as current.

iii) No trade receivables are due from directors nor from any firm/private company in which any director is a partner, a director or member.

iv) The trade receivable ageing schedule as on the reporting date is as follows.

Particulars	As at March 31, 2022					Total
	Less than 6 months	6 months - 1 year	1-2 years	2-3 years	More than 3 years	
(i) Undisputed Trade Receivable considered goods	7,770.48	136.50	-	-	-	7,906.99
(ii) Undisputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables- credit impaired	-	-	-	-	-	-
(iv) Disputed Trade Receivables - considered goods	-	-	-	-	-	-
(v) Disputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables- credit impaired	-	-	-	-	-	-

Particulars	As at March 31, 2021					Total
	Less than 6 months	6 months - 1 year	1-2 years	2-3 years	More than 3 years	
(i) Undisputed Trade Receivable considered goods	3,083.90	1,221.61	-	-	-	4,305.51
(ii) Undisputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables- credit impaired	-	-	-	-	-	-
(iv) Disputed Trade Receivables - considered goods	-	-	-	-	-	-
(v) Disputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

14. Cash and Cash Equivalents

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Balances with banks		
(1) Unrestricted Balance with banks		
(i) Current Accounts	7,897.31	61.73
(ii) Deposits with original maturity upto three months	14,600.00	1,852.40
Cash and cash equivalents as per balance sheet	22,497.31	1,914.13
(1) Deposits having maturity period of more than three months but less than 12 month	47.16	-
(2) Earmarked Balances with banks		
(i) Current Accounts	-	-
(ii) Deposit Accounts	1,120.36	-
Total	1,167.51	-
Total Cash and Cash Equivalents	23,664.83	1,914.13

i) The cash and bank balances are denominated and held in Indian rupees.

ii) The earmarked balance in deposit account represents the fund earmarked in separate accounts in the form of short term deposits as per the Arbitration Tribunal order in the case of BGR Mining Vs. OCPL.

15. Others

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Interest accrued on loans and depsoits	41.67	8.60
Other receivables	10.46	42.44
TOTAL	52.13	51.04

i) Interest accrued on loans and depsoits primarily relates to Short Term Deposits.

ii) Other receivables include Rs.0.31 lakh receivable from related party i.e from OHPC Ltd.



Odisha Coal and Power Limited

Notes forming part of the financial statements

16. Current tax assets and liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Current tax assets		
Tax refund receivables (TDS)	488.88	57.81
Advance Income Tax	1,200.00	0.43
TOTAL	1,688.88	58.24
Current tax liabilities		
Provision for Income Tax	2,905.61	-
TOTAL	(1,216.73)	58.24

17. Other Current assets

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Advances to employees	0.05	-
Advances to contractor & suppliers	5,369.34	4,849.07
Advance duties	793.75	165.40
Tax receivables (GST Input Credit)	11,086.19	7,124.85
Others	170.36	105.75
TOTAL	17,419.69	12,245.07

i) Advance to contractor/ suppliers represents the mobilization & other interest bearing advances paid for capital works as well as for services and are expected to be realizable or recoverable within 12 months from the balance sheet date.

ii) Advance duties indicates the amount paid in advance towards Royalty, NMET & DMF , for the quantity of coal which has not been dispatched/invoiced and is subject to reconciliation with Govt. authorities.

iii) Other assets represents, prepaid amount towards Insurance premium, statutory fees, guarantee commission, and others for the period relating to financial year 2022-23.



Odisha Coal and Power Limited

Notes forming part of the financial statements

18. Equity Share Capital

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Equity Share Capital	42,595.00	38,600.00
TOTAL	42,595.00	38,600.00
Authorised Share Capital		
750,000,000 nos. of equity shares of Rs.10/- each (Previous Year: 750,000,000 nos. of equity shares of Rs.10/- each)	75,000.00	75,000.00
Issued and Subscribed capital comprises :		
425,950,000 nos. of equity shares of Rs.10/- each (Previous year: 386,000,000 nos. of equity shares of Rs.10/- each)	42,595.00	38,600.00
Total	42,595.00	38,600.00

Notes

(i) The movement in subscribed and paid up share capital is set out below:

	As at March 31, 2022		As at March 31, 2021	
	No. of shares	Rs. Lakhs	No. of shares	Rs. Lakhs
Ordinary shares of Rs.10 each				
At beginning of the year	38,60,00,000	38,600.00	34,60,00,000	34,600.00
Shares allotted during the year	3,99,50,000	3,995.00	4,00,00,000	4,000.00
	42,59,50,000	42,595.00	38,60,00,000	38,600.00

Shares in the company held by each shareholder holding more than 5% shares:

Name of Shareholder (Promoter)	As at March 31, 2022			As at March 31, 2021		
	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	% change during the year	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	% change during the year
Odisha Power Generation Corporation Limited	21,72,34,500	51.00%	-	19,68,60,000	51.00%	-
Odisha Hydro Power Corporation Limited	20,87,15,500	49.00%	-	18,91,40,000	49.00%	-

(ii) The company has only one class of shares referred to as 'Equity Shares' having a par value of Rs.10/- each. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Corporation, the holders of equity shares will be entitled to receive any of the remaining assets of the corporation, after distribution of all preferential amounts. However, no such preferential amounts exist currently. The distribution will be in proportion to the number of equity shares held by the shareholders.

(iii) The company has allotted right issue of equity shares for Rs.3,995 lakh during the period under reporting.

(iv) There has been no change in share holding pattern during the period under reporting.



Odisha Coal and Power Limited

Notes forming part of the financial statements

19. Other equity

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Share Application Money Pending allotment	-	-
Retained earnings	14,585.11	(1,241.71)
Total	14,585.11	(1,241.71)

(i) Retained Earnings

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Balance at the beginning of the period	(1,241.71)	(1,095.98)
Profit (Loss) attributable to owners of the Company	15,826.82	(145.73)
Balance at the end of the period	14,585.11	(1,241.71)



Odisha Coal and Power Limited

Notes forming part of the financial statements

20. Borrowings - Non-current

(Rupees in Lakhs)		
Particulars	As at March 31, 2022	As at March 31, 2021
Secured borrowings - at amortised cost		
Union Bank of India (UBI)	42,257.81	45,590.61
Punjab National Bank (PNB)	45,519.20	48,227.97
Rural Electrification Corporation Limited (REC Ltd)	23,999.03	18,298.09
Total	1,11,776.03	1,12,116.67

(i) Term loan of Rs.50,000 lakhs, Rs.53,600 lakhs and Rs.57,130 lakh was sanctioned from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd respectively for development of Manoharpur Coal Mine at Sundargarh district. Subsequently, the sanctioned term loan from REC has been revised to Rs.27,530 lakh and a fresh sanction of Rs.29,600 lakh has been obtained from Punjab National Bank by way of carv-out from the term loan of Rs.57,130 lakh sanctioned initially from REC Ltd..

(ii) **Security:**

The term loans including interest and other charges have been secured by way of pari-passu basis through equitable mortgage by way of hypothecation of all tangibles, movable plants/machinery/other assets, both present and future including Book Debts and immovable property situated at Manoharpur or other places along with Building in favour of the lenders.

(iii) **Repayment:**

- The term loan from UBI has been facilitated for a period of 18 years (including 3 years of moratorium from the month of first disbursement) with 15 years of repayment period. The repayment shall be in 60 quarterly installment after the moratorium period. The repayment of loan from UBI has commenced w.e.f Nov'2020.
- The term loan from PNB shall be repaid in 60 quarterly installments starting from 3 year after the first disbursement. Interest after the moratorium period is to be paid as and when charged to the account in respect of each of the above loan. The repayment of loan from PNB has commenced w.e.f Dec'2020.
- The loan from REC has been sanctioned with a moratorium period of 3 years and shall be repaid in 180 equal monthly installments. The loan obtained from REC is under moratorium period as on the reporting date.

(iv) **Interest:**

- Interest on term loan obtained from UBI is currently served @ 7.20% p.a. The interest is to be reset after one year from the first disbursal and shall be applied for the following months. The interest rate has been reset to 7.35% p.a w.e.f 18-05-2022.
- The interest is served on monthly rest and calculated on daily reduction balance basis.
- Interest on term loan obtained from PNB is currently served @ 7.25% p.a which is 1 year MCLR rate w.e.f 26-12-2021. The interest is to be reset after 1 year from the first disbursal and so on.
- The term loan from REC carries an interest rate of 10.30% p.a. compounded monthly and has been reset to 9.42% w.e.f 29-03-22.
- The maturity profile of the borrowing (including interest) is as follows.

Contractual Maturities	As at March 31, 2022	As at March 31, 2021
Not later than 1 year or payable on demand	10,200.88	13,781.76
Later than 1 year not later than 5 years	78,309.92	79,399.30
Later than 5 years	91,948.37	1,12,479.36
Total repayable	1,80,459.17	2,05,660.42

21. Other financial liability- Non current

(Rupees in Lakhs)		
Particulars	As at March 31, 2022	As at March 31, 2021
Security deposits received	1.98	1.85
Total	1.98	1.85

Odisha Coal and Power Limited

Notes forming part of the financial statements

22. Provisions - Non-current

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Provision for employee benefits:		
-towards Gratuity	30.27	15.08
- towards leave encashment/EL	45.45	25.64
Provision for lease liability	955.97	1,010.56
Total	1,031.68	1,051.27

A.

i) The provision for employee benefit indicates the provision made of Gratuity & EL of the employees under OCPL role, based on the actuary valuation. The liability towards Gratuity and other employee benefits of OPGC deputed employees have been included in note- 26 as 'Payable to related party'.

ii) The company has recognised the provision for employee benefit based on actuary valuation made during the year 2021-22 and the same is unfunded as on the reporting date.

iii) The following table sets out the amounts recognized in the financial statements for gratuity plans in respect of the Company.

(Rupees in Lakh)

Change in defined benefit obligations:	Gratuity	Leave Encashment
	As at March'2022	
(a) Present value of obligation as at the beginning of the year	15.10	26.42
(b) Current service cost	13.47	21.95
(c) Interest cost	1.03	1.79
(d) Remeasurement (gains)/losses	0.73	(3.15)
(e) Benefits paid	-	-
Obligation as at the end of the year	30.33	47.01

(Rupees in Lakh)

Change in plan assets:	Gratuity	Leave Encashment
	As at March'2022	
(a) Fair value of plan assets as at beginning of the year	-	-
(b) Interest income	-	-
(c) Remeasurement gains/(losses)	-	-
(d) Employers' Contributions	-	-
(e) Benefits paid	-	-
Fair value of plan assets as at end of the year	-	-



(Rupees in Lakh)

Amount recognised in the balance sheet consists of:	Gratuity	Leave Encashment
	As at March'2022	
(a) Fair value of plan assets as at end of the year	-	-
(b) Present value of obligation as at the end of the year	30.33	47.01
(c) Un-funded (liability) recognised in the balance sheet	(30.33)	(47.01)

(Rupees in Lakh)

Costs recognised in the statement of profit and loss consist of:	Gratuity	Leave Encashment
	As at March'2022	
(a) Current service cost	13.47	21.94
(b) Net interest expense/(income)	1.02	1.80
© Net actuarial (gain)/loss	-	(3.15)
Costs recognised in the statement of profit and loss:	14.49	20.59

iv) The assumptions used in accounting for retiring gratuity & leave encashment are set out below:

Particulars	Year ended March 31,2022	Year ended March 31,2021
(a) Discount rate (%)	7.26	6.80
(b) Rate of escalation in salary (%)	7.79	7.79

v) The table below outlines the effect on defined benefit obligation i.e Gratuity & Leave encashment in the event of a decrease/increase of 0.50 % in the assumed rate of discount rate and salary escalation rate.

As at March 31, 2022

Assumption	Change in assumption	Impact on scheme liabilities
Discount rate	Increase by 0.50%,	(5.08)
	Decrease by 0.50%	5.61
Salary escalation	Increase by 0.50%,	5.54
	Decrease by 0.50%	(5.07)

iii) Mortality & Morbidity rates - 100% of IALM (2012-14) rates have been assumed which also includes the allowance for disability benefits.

iv) Valuations are based on certain assumptions, which are dynamic in nature and vary over time. As such company is exposed to various risks as follow -

- Salary Increases- Actual salary increases will increase the Plan's liability. Increase in salary increase rate assumption in future valuations will also increase the liability.
- Investment Risk – If Plan is funded then assets liabilities mismatch & actual investment return on assets lower than the discount rate assumed at the last valuation date can impact the liability.
- Discount Rate : Reduction in discount rate in subsequent valuations can increase the plan's liability.
- Mortality & disability – Actual deaths & disability cases proving lower or higher than assumed in the valuation can impact the liabilities.
- Withdrawals – Actual withdrawals proving higher or lower than assumed withdrawals and change of withdrawal rates at subsequent valuations can impact Plan's liability.

B. Provision for lease liability indicates the present value of future obligation towards payment of annuity to PDF's of village Ghumudasan. The present value has been determined using the discount rate @8.28% which is the

Odisha Coal and Power Limited

Notes forming part of the financial statements

23. Deferred tax balances

(Rupees in Lakhs)		
Particulars	As at March 31, 2022	As at March 31, 2021
Deferred Tax Assets	19.46	11.55
Less : Deferred Tax Liabilities	2,548.17	839.16
Net Defer Tax Asset/ (Liability)	(2,528.71)	(827.61)

(i) Significant component of deferred tax assets and liabilities for the year ended March 31, 2022 is as follows:

(Rupees in Lakhs)					
	Opening balance as at April 1, 2021	Deferred tax expense/(income) recognised in profit and loss	Deferred tax expense/(income) recognised in OCI	Deferred tax expense/(income) recognised in other equity	Closing balance as at March 31, 2022
Deferred tax assets					
Provisions	11.55	(7.91)	-	-	19.46
Total	11.55	(7.91)	-	-	19.46
Deferred tax liabilities					
Property, plant and equipment	(85.02)	977.71	-	-	(1,062.73)
Intangible assets	(754.13)	731.31	-	-	(1,485.44)
Total	(839.16)	1,709.02	-	-	(2,548.17)
Net Deferred tax assets/(liabilities)	(827.61)	1,701.10	-	-	(2,528.71)

Significant component of deferred tax assets and liabilities for the year ended March 31, 2021 is as follows:

(Rupees in Lakhs)					
	Opening balance as at April 1, 2020	Deferred tax expense/(income) recognised in profit and loss	Deferred tax expense/(income) recognised in OCI	Deferred tax expense/(income) recognised in other equity	Closing balance as at March 31, 2021
Deferred tax assets					
Provisions	7.87	(3.68)	-	-	11.55
Total	7.87	(3.68)	-	-	11.55
Deferred tax liabilities					
Property, plant and equipment	(74.85)	10.17	-	-	(85.02)
Intangible assets	(656.37)	97.76	-	-	(754.13)
Total	(731.22)	107.93	-	-	(839.16)
Net Deferred tax assets/(liabilities)	(723.35)	104.25	-	-	(827.61)

(ii) The company has recognized deferred taxes at the tax rate of 25.17% i.e concessional rate of income tax u/s. 115BAA (March 31, 2021: 27.82%) as per the Income Tax Act, 1961 and as applicable to the entity on estimated basis.



Odisha Coal and Power Limited

Notes forming part of the financial statements

24. Borrowings - Current

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Current maturities of non-current borrowings		
From commercial banks/FI's - Secured:		
i) Union Bank of India (UBI)	3,333.33	3,333.32
ii) Punjab National Bank (PNB)	3,573.33	3,573.32
iii) Rural Electrification Corporation Limited (REC Ltd)		
Un-secured borrowings- at amortized cost		
Inter-corporate loan from promoters (OHPC)	-	74.17
Total	6,906.66	6,980.81

i) Details with regard to rate of interest, repayment terms and security of Current maturities of non-current borrowings as indicated above is disclosed vide note-20.

ii) The company has obtained a sanction of working capital loan for Rs.5,000 lakh from Union Bank of India primarily secured on book debt & stock and the outstanding as on March'22 stands Nil. The quarterly returns (QPR) and stock statements filled with the Banks are in agreement with the books of account.

25. Trade payables

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Trade payable for goods and services:		
Total outstanding dues of		
-Micro and small enterprises	-	-
-Creditors other than micro and small enterprises	7,247.52	6,697.64
Total	7,247.52	6,697.64

i) The trade payable primarily consists of dues to mine operator and coal transporting agency.

ii) The disclosures relating to Micro and Small Enterprises as defined in the "The Micro, Small and Medium Enterprises Development Act, 2006" are as under. This has been determined to the extent such parties have been identified on the basis of information available with the Company.

(Rupees in Lakhs)

Description	As at March 31, 2022	As at March 31, 2021
i. The principal amount remaining unpaid to supplier as at the end of the year	-	-
ii. The interest due thereon remaining unpaid to supplier as at the end of the year	-	-
iii. The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under this Act	-	-
iv. The amount of interest accrued during the year and remaining unpaid at the end of the year	-	-

iii) The trade payable ageing schedule is analysed in the following manner.

As at March 31, 2022

Particulars	Less than 1 year	1-2 years	2-3 years	> 3 years
(i) MSME	-	-	-	-
(ii) Others	7,247.52	-	-	-
(iii) Disputed dues- MSME	-	-	-	-
(iv) Disputed dues- Others	-	-	-	-

As at March 31, 2021

Particulars	Less than 1 year	1-2 years	2-3 years	> 3 years
(i) MSME	-	-	-	-
(ii) Others	6,697.64	-	-	-

Odisha Coal and Power Limited

Notes forming part of the financial statements

26. Other Financial Liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Capital Creditor for goods/services	2,914.13	3325.81
Payable to related party	140.83	106.36
Security & Retention money deposits	1,846.98	1,175.99
Other payables	139.03	637.94
Total	5,040.98	5,246.10

- (i) Payable to related party indicates the amount payable to OPGC towards reimbursement of Gratuity, Leave pay, one time pension, & terminal TA of employees deputed to the company and other administrative expenditures incurred by OPGC for the company. The amount payable towards post employment benefit of deputed employees is as per the actuary valuation done OPGC.
- (ii) Payable to related party i.e OPGC also includes Rs.33.73 lakh as interest accrued on inter-corporate loan availed in previous year.

27. Provisions- Current

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Provision for employee benefit:		
-towards Gratuity	0.06	0.02
- towards leave encashment/EL	1.57	0.78
Provision for lease liability	61.51	64.48
	63.14	65.29

28. Other Current Liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2022	As at March 31, 2021
Advance received from Customers	12,829.88	-
Statutory dues payable	3,608.94	1,798.70
	16,438.82	1,798.70

- (i) Advance received from customer primarily includes advances received in respect of e-auction of coal sales made against which coal supplies will be made in future.
- (ii) Statutory dues payables primarily includes liabilities towards royalty, income tax deducted at source, BOCW cess, GST Cess, employer & employee contribution to CMPF and CMPS etc.



Odisha Coal and Power Limited

Notes forming part of the financial statements

29. Revenue from Operations

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
Sale of Coal (A)	1,14,084.90	28,667.11
Less: Other statutory levies		
Royalty	9,476.93	1,927.23
National Minearal Exploration Trust	164.77	38.54
District Mineral Foundation	823.87	192.72
CGST	2,177.54	510.90
SGST	2,177.54	510.90
IGST	34.62	-
TCS	31.71	-
GST compensation cess	22,252.66	7,209.46
Total levies (B)	37,139.64	10,389.76
Sales- Net off statutory levies (A-B)	76,945.26	18,277.35
Less:		
<i>Transferred to Capital work in progress</i>	(24,569.52)	(18,277.35)
Total	52,375.74	-

i) The revenue from operation represents the revenue generated from sale of coal to Mahanadi Coalfield Limited (a subsidiary of CIL) & Odisha Power Generation Corporation Ltd (OPGC) as on the reporting date. As per the allotment agreement, any coal extracted from the mines which is in excess of the requirements of coal for Specified End-use Plant, then the excess coal shall be supplied to Coal India Limited (CIL) at CIL notified price. The company has started selling of coal from the financial year 2019-20 to Mahanadi Coalfield Limited (a subsidiary of CIL), which was excess due to constraints in transportation of coal to Specified End-Use Plant.

ii) The revenue generated from sale of coal prior to the commencement of commercial operation has been reduced from the capital work in progress and revenue post to COD has been recognised in Profit & loss statement.

iii) Revenue includes Gross sale of Coal to OPGC for Rs.74,488.33 lakh , MCL for Rs.13,293.54 lakh and E Auction of coal in commercial market for Rs. 26,303.05 lakhs for the period April'21 to March'22.

iv) The commercial operation of the company (COD) has commenced on 30-09-2021.

30. Other Income

(Rupees in Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
a) Interest Income		
i) Interest from Bank Deposits at amortised Cost	105.85	126.27
ii) Interest from Advances & others	184.30	278.43
iii) Interest on Tax refunds	3.66	-
b) Other Non-operating income:		
Sale of Tender Form	2.99	4.03
Penalty, LD & other recoveries	555.26	-
Miscl. Income	3.34	3.22
Total other income	855.41	411.94
<i>Less : amount included in the cost of qualifying assets</i>	-	(404.70)
Total	855.41	7.25

Odisha Coal and Power Limited

Notes forming part of the financial statements

31. Cost of mine operation/excavation.

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
Cost of mine operator	27,951.46	11,742.65
Statutory levy on coal production		
-Coal reserve price	5,251.37	2,001.30
-Others	58.80	19.19
Total:	33,261.63	13,763.14
<i>Less: Transferred to CWIP for allocation</i>	<i>(8,821.65)</i>	<i>(13,763.14)</i>
Total:	24,439.97	-

i) Coal reserve price indicates the non recoverable statutory charges paid to Govt. of Odisha @Rs.100 per tonne of coal produced during the year.

ii) Others represents User fees paid to Govt. of Odisha in relation to coal excavation.

iii) The above cost up to the COD stage i.e till Sep'21 has been charged to CWIP/Asset for allocation.

32. Change in inventories of finished goods/ work in progress and stock in trade.

(Rupees in Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
i) Opening stock of coal	4,683.33	3,075.08
ii) Stock of coal up to COD	184.75	
Change in inventory up to COD t/f to CWIP	4,498.58	
iii) Closing stock of coal as on March'22	2,535.46	4,683.33
Change in inventory of finished goods	(2,350.71)	(1,608.25)



Odisha Coal and Power Limited

Notes forming part of the financial statements

34. Finance Costs

(Rupees in Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
(a) Interest Expense		
Interest on term loans obtained from Banks/FI's:		
i) Union Bank of India	3,426.95	3,876.38
ii) Punjab National Bank	3,669.20	4,094.86
iii) Rural Electrification Corporation Ltd.	2,401.19	548.09
(b) Interest on loan taken from related party	1.04	67.90
(c) Other Financing Cost		
Gurantee Commission	129.22	85.73
Other financing charges	12.06	2.90
Total Finance Cost	9,639.66	8,675.86
<i>Less : amount included in the cost of qualifying assets</i>	(4,900.41)	(8,675.86)
Total	4,739.25	-

35. Depreciation and amortization

(Rupees in Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
i. Depreciation on property, plant and equipments	121.06	75.13
ii. Depreciation on Right of use assets	1,773.24	1,400.91
iii. Depreciation on other intangible assets	377.81	167.30
Total depreciation	2,272.11	1,643.34
<i>Less : amount included in the cost of qualifying assets as allocation</i>	(858.11)	(1,643.34)
Total	1,414.01	-

i) The details of depreciation is disclosed vide note-5, note-6 and note-8 respectively.

ii) Depreciation on assets up to the period of COD has been allocated to assets as preoperative expenditure.



Odisha Coal and Power Limited
Notes forming part of the financial statements

36. Other Expense

(Rupees in Lakhs)

Particulars	Year ended March 31, 2022	Year ended March 31, 2021
Audit fees	8.20	8.03
Statutory & filling fees	16.02	-
Professional, consultancy & legal fees	163.90	7.15
Training, Seminar & Conference Expenses	0.87	0.34
Other administrative expenses	120.58	33.21
Repair & Maintenance expenses	108.46	-
CSR and R&R expenses	270.04	-
EDP maintenance & stationaries	13.08	-
Rate, Cess & Taxes	106.98	-
Travelling expenses	6.65	-
Advertisement & Communication expenses	25.37	-
Sampling charges	197.89	-
Selling & distribution expenses	162.00	-
Contribution to CM Relief fund	1,000.00	-
Miscellaneous expenses	71.43	-
Total (A)	2,271.48	48.73
Tendering & Publicity Expenses	3.01	3.81
Bank Charges	-	0.24
Communication Expenses	10.81	19.83
Community Socio cultural activity Expenses	9.14	0.55
Consultancy & Professional Fees	80.07	181.24
Courier Charges	0.37	0.43
Electricity Charges	9.63	19.39
Environment & Safety related Expenses	1.02	25.38
Vehicle Hire and Fuel Charges	84.23	158.29
Repair & Maintenance	6.05	-
Insurance Charges	0.23	1.29
Legal & licence Fees	73.39	59.27
Project Meeting and Hospitality Expenses	-	2.58
Miscellaneous Expenses	1.80	0.40
Project Office and other maintenance Expenses	11.01	24.29
EDP and software maintenance	15.07	24.74
Periphery Development & CSR Expenses	116.42	117.42
Printing & Stationary Expenses	2.76	5.94
Rate, Cess & Taxes	76.07	263.62
Recruitment Expenses	3.76	2.26
Project office Rent Expenses	14.10	29.07
Watch & ward expenses	52.32	85.36
Transit House Expenses	43.06	77.77
R&R maintenance expenses	79.43	76.53
Travelling Expenses	10.01	14.40
Coal sampling charges	151.64	138.92
Other statutory fees	2.43	-
Total expenses prior to COD (B)	857.84	1,333.01
Total (A+B)	3,129.32	1,381.74
Less : Capitalised under preoperative expenses for allocation to assets (C)	857.84	1,333.01
Total (Net)	2,271.48	48.73

Odisha Coal and Power Limited

Notes forming part of the financial statements

37. Financial Instruments

- (i) **Capital Management** :- The Company's capital management is intended to create value for shareholders by facilitating the meeting of long term and short term goals of the Company.

The Company determines the amount of capital required on the basis of annual business plan, coupled with long term and short term strategic investing plan. The funding requirements are met through equity and other short term & long term borrowings. The Company's policy is aimed at combination of short term and long term borrowings.

The Company monitors the capital structure on the basis of net debt to equity ratio and maturity profile of the overall debt portfolio of the Company.

- (ii) **Disclosure on Financial Instruments**

This section gives an overview of the significance of financial instruments for the Company and provides additional information on balance sheet items that contain financial instruments.

The details of significant accounting policies, including the criteria for recognition, the basis of measurement and the basis on which income and expenses are recognized, in respect of each class of financial asset, financial liability and equity instrument are disclosed in note 3.13 to the financial statements.

- (a) **Financial assets and liabilities**

The following table presents the carrying amount and fair value of each category of financial assets & liabilities as at March 31, 2021.

(Rupees in Lakhs)

As at March 31, 2022	Amortised cost	Derivative instruments other than in hedging relationship	Equity instruments classified as fair value through other comprehensive income	Classified as fair value through statement of profit & loss	Total Carrying Value	Total Fair Value Financial assets
Financial assets						
Cash and bank balances	23,664.83	-	-	-	23,664.83	23,664.83
Loans	238.71	-	-	-	238.71	238.71
Trade receivables	7,906.99	-	-	-	7,906.99	7,906.99
Other financial assets	1,734.91	-	-	-	1,734.91	1,734.91
Total financial assets	33,545.44	-	-	-	33,545.44	33,545.44
Financial liabilities						
Borrowings	1,18,682.69	-	-	-	1,18,682.69	1,18,682.69
Other financial liabilities	5,040.98	-	-	-	5,040.98	5,040.98
Trade payable	7,247.52	-	-	-	7,247.52	7,247.52
Total financial liabilities	1,30,971.19	-	-	-	1,30,971.19	1,30,971.19

(Rupees in Lakhs)

As at March 31, 2021	Amortised cost	Derivative instruments other than in hedging relationship	Equity instruments classified as fair value through other comprehensive income	Classified as fair value through statement of profit & loss	Total Carrying Value	Total Fair Value Financial assets
Financial assets						
Cash and bank balances	1,914.13	-	-	-	1,914.13	1,914.13
Loans	44.61	-	-	-	44.61	44.61
Trade receivables	4,305.51	-	-	-	4,305.51	4,305.51
Other financial assets	870.23	-	-	-	870.23	870.23
Total financial assets	7,134.48	-	-	-	7,134.48	7,134.48
Financial liabilities						
Borrowings	1,19,097.48	-	-	-	1,19,097.48	1,19,097.48
Other financial liabilities	5,246.10	-	-	-	5,246.10	5,246.10

- (b) The short-term financial assets and liabilities are stated at amortized cost which is approximately equal to their fair value.
- (c) Management uses its best judgment in estimating the fair value of its financial instruments. However, there are inherent limitations in any estimation technique. Therefore, for substantially all financial instruments, the fair value estimates presented above are not necessarily indicative of all the amounts that the Company could have realized or paid in sale transactions as of respective dates. As such, the fair value of the financial instruments subsequent to the respective reporting dates may be different from the amounts reported at each year end.
- (d) Financial instruments that are measured subsequent to initial recognition at fair value, grouped into Level 1 to Level 3, as described below:

Quoted prices in an active market (Level 1): This level of hierarchy includes financial assets that are measured by reference to quoted prices (unadjusted) in active markets for identical assets or liabilities. This category consists of investment in quoted equity shares, quoted corporate debt instruments and mutual fund investments.

Valuation techniques with observable inputs (Level 2): This level of hierarchy includes financial assets and liabilities, measured using inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices). This level of hierarchy includes Company's over-the-counter (OTC) derivative contracts.

Valuation techniques with significant unobservable inputs (Level 3): This level of hierarchy includes financial assets and liabilities measured using inputs that are not based on observable market data (unobservable inputs). Fair values are determined in whole or in part, using a valuation model based on assumptions that are neither supported by prices from observable current market transactions in the same instrument nor are they based on available market data. The main items in this category are investment in unquoted equity shares, measured at fair value.

(iii) The Company has not transferred any of its financial assets during the year.

(iv) Financial risk management

In the course of its business, the Company is exposed primarily to interest rates, liquidity and credit risk, which may adversely impact the fair value of its financial instruments.

The Company has a risk management policy which covers the risks associated with the financial assets and liabilities such as interest rate risks and credit risks. The risk management policy is approved by the Board of Directors. The risk management framework aims to:

- (a) **Market Risk :-** Market risk is the risk of any loss in future earnings, in realizable fair values or in future cash flows that may result from a change in the price of a financial instrument. The value of a financial instrument may change as a result of changes in the interest rates, foreign currency exchange rates, equity price fluctuations, liquidity and other market changes. Future specific market movements cannot be normally predicted with reasonable accuracy.
- (b) **Credit Risk :-** Credit risk is the risk of financial loss arising from counterparty failure to repay or service debt according to the contractual terms or obligations. Credit risk encompasses both the direct risk of default and the risk of deterioration of creditworthiness as well as concentration risks.
- (c) **Liquidity Risk:** Liquidity risk refers to the risk that the Company cannot meet its financial obligations. The objective of liquidity risk management is to maintain sufficient liquidity and ensure that funds are available for use as per requirements.
- (d) The following table shows a maturity analysis of the anticipated cash flows including interest payable for the Company's non derivative financial liabilities on an undiscounted basis, which therefore differ from both carrying value and fair value.

(Rupees in Lakhs)

	As at March 31, 2022				
	Carrying amount	Contractual cash flows	Less than 1 year	Between 1 - 5 years	More than 5 years
Non- derivative financial liabilities					
Borrowings including interest thereon	1,18,682.69	1,18,682.69	10,200.88	78,309.92	91,948.37
Other financial liabilities	5,040.98	5,040.98	5,040.98	-	-
Trade payable	7,247.52	7,247.52	7,247.52		
Total non- derivative financial liabilities	1,30,971.19	1,30,971.19	22,489.38	78,309.92	91,948.37

(Rupees in Lakhs)

	As at March 31, 2021				
	Carrying amount	Contractual cash flows	Less than 1 year	Between 1 - 5 years	More than 5 years
Non- derivative financial liabilities					
Borrowings including interest thereon	1,19,097.48	1,19,097.48	13,781.76	79,399.30	1,12,479.36
Other financial liabilities	5,246.10	5,246.10	5,246.27	-	-
Trade payable	6,697.64	6,697.64	6,697.64		

Odisha Coal and Power Limited

Notes forming part of the financial statements

38. Related party transactions

OCPL is controlled by the Odisha Power Generation Corporation Ltd (OPGC), the holding company. OPGC holds 51% ownership interest in the Company including and balance 49% ownership interest is held by Odisha Hydro Power Corporation (OHPC) who has significant influence over the Company. The Company's related parties principally consist of its holding company OPGC, OHPC and Government of Odisha. The Company routinely enters into transactions with these related parties in the ordinary course of business at market rates and terms.

(Rupees in Lakhs)

Nature of Transactions	OPGC	OHPC	Key Management Personnel (KMP)		Relatives of Key Management Personnel	Government of Odisha
			Sri. Sariputta Mishra Chief Executive Officer	Sri. M K Tiwari Company Secretary		
Coal Reserve Price & others						
FY 2021-22	-	-	-	-	-	5,310.17
FY 2020-21	-	-	-	-	-	2,020.49
Finance provided						
FY 2021-22	2,037.45	1,957.55	-	-	-	-
FY 2020-21	2,040.00	2,000.00	-	-	-	-
Royalty, NMET & DMF						
FY 2021-22	-	-	-	-	-	11,089.36
FY 2020-21	-	-	-	-	-	2,354.92
Remuneration						
FY 2021-22	-	-	43.20	15.77	-	-
FY 2020-21	-	-	5.39	14.54	-	-
Guarantee outstanding						
FY 2021-22	16,819.39	16,159.81	-	-	-	-
FY 2020-21	7,849.92	7,542.08	-	-	-	-
Other payables (note-26)						
FY 2021-22	140.83	-	-	-	-	-
FY 2020-21	106.36	-	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

39. Earning per share (EPS)

The following table reflects the income and shares data used in the basic and diluted earnings per share computations.

(Rupees in Lakhs)		
Particulars	Year ended March 31, 2022	Year ended March 31, 2021
Profit or (Loss) after tax	15,826.82	(145.73)
Less: Amount to be paid for diluted portion (net of tax)	-	-
Profit or (Loss) attributable to ordinary shareholders - for Basic & Diluted EPS	15,826.82	(145.73)
Weighted average no. of Ordinary Shares for Basic & Diluted EPS	4,017.20	3,662.74
Nominal value of Ordinary Shares (Rs.)	10.00	10.00
Basic & Diluted Earnings per Ordinary Share (Rs.)	3.94	(0.04)

40. Commitments and Contingencies (To the extent not provided for)

(i) Capital Commitments:

Estimated amount of contracts remaining to be executed on capital contracts and not provided for (net of advances)
Rs.16,186 lakh (March 31, 2021: Rs. 26,819.19 lakhs).

(ii) Contingencies

a) OPGC and OHPC has submitted gurantees to Canara Bank & Punjab National Bank for Rs.32,979.20 lakh (Canara Bank for Rs.15,392 lakh & PNB for Rs.17,587.20 lakh)for issuance of performance bank gurantee on behalf of OCPL for Manoharpur & Dip-side manoharpur coal blocks in favour of Nominated Authority, MoC, Gol.

b) Arbitration between BGR Mining & OCPL commenced on 30.12.2020 based on notice for Arbitration served by BGR mining on coal quality dispute as per MSA. The claim amount as per the arbitration was Rs. 22,00.72 lakh and Rs.18,96.07 lakh with interest @ 12% . The final argument closed on 17.05.22 and the written note of submission submitted on 30.5.22. The Judgement from the Arbitration court is awaited as on the reporting date.



Odisha Coal and Power Limited
Notes forming part of the financial statements

41. Financial Ratios.

Financial Ratios	As at March'22	As at March'21	Reason of variance	Numerator/Denominator
(a) Current Ratio	1.40	1.12	Sufficient cash flow generated due to e-auction of coal sale in commercial market tends to rise in Current ratio.	Current Asset/Current Liability
(b) Debt Equity Ratio	2.07	3.19	The loan repayments and increase in other equity tends to reduction in Debt-equity ratio.	Total Borrowings/Total Equity
(c) Debt service Coverage Ratio	2.28	-0.01	The company during the year 2020-21 was under pre-operative stage.	(EBITDA)/(Principal repayment+Interest)
(d) Return on Equity (%)	27.87	-0.39	Increase in profit due to rise in sales.	(Profit after Tax)/(Total Equity)
(e) Inventory Turnover Ratio	6.12	3.13	The company during the year 2020-21 was under pre-operative stage.	(Cost of Goods Sold)/(Average Inventory)
(f) Trade Receivable Turnover Ratio	9.73	4.25	The company during the year 2020-21 was under pre-operative stage.	(Revenue from operation)/(Trade receivable)
(g) Trade Payable Turnover Ratio	-	-	-	-
(h) Net Capital T.O.Ratio	8.98	8.93	-	(Net Sales)/(Average working capital)
(i) Net Profit Ratio	0.30	-0.01	The company during the year 2020-21 was under pre-operative stage.	(Profit after Tax)/(Total Sales)
(j) Return on Capital Employed	0.15	-	do	(EBIT)/(Capital Employed)
(k) Return on Investment	-	-	-	(EBITDA)/(Cost of Investment)

In terms of our report attached.

For and on behalf of the Board

For O M Kejriwal & Co
Chartered Accountants

Anandita Kaur Anand
Partner
M.N:511918
(F.R.N: 314144E)



P. K. Mohapatra
Director

Ajaya Kumar Majhi
Company Secretary

Sambit Parija
Director

Bhagaban Parida
AGM (Finance)

Sariputta Mishra
Chief Executive Officer

Place : Bhubaneswar
Date :

Date - 10-06-2022

STATUTORY AUDIT REPORT
OF
ODISHA COAL AND POWER LIMITED
BHUBANESWAR
FOR THE F.Y. (2022- 23)



AUDITED BY
M/S.O.M. KEJRIWAL & CO.
CHATEREED ACCOUNTANTS
PLOT NO. A17/10,
SURYA NAGAR, NILAGIRI NIWAS
(NEAR S.P.VIGILANCE OFFICE)
BHUBANESWAR-751003,
ODISHA.
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INDEPENDENT AUDITORS' REPORT

To

The Members of

The Odisha Coal and Power Limited

CIN-U101000R2015SGC018623

Report on the Audit of Financial Statements

Opinion

We have audited the accompanying financial statements of **The Odisha Coal and Power Limited ("the Company")** which comprises the Balance Sheet as at March 31, 2023 and the Statement of Profit and Loss (including Other Comprehensive Income), statement of Cash Flows and statement of changes in Equity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the **Companies Act, 2013 ("the Act")** in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, ("Ind AS") and other accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2023, and its Profit, changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit of the financial statements in accordance with the Standards on



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Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants (ICAI) of India together with the independence requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

Our opinion is not modified on account of above matters.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Reporting of key audit matters as per SA 701, Key Audit Matters are not applicable to the Company as it is an unlisted company.

Information other than financial statements and auditors' report thereon

The Company's board of directors is responsible for the preparation of the other information. The other information comprises the information included in the Board's Report including Annexure to Board's Report, Business Responsibility Report but does not include the financial statements and our auditor's report thereon.





Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information; we are required to report those facts which are as under:

1. The paid up share capital of the company amounting to Rs.386 Cr includes Rs.288.95 Cr issued in contravention with section 62 (3) of the Companies Act 2013 over the financial year 2016-17 and 2017-18.

Emphasis of Matter

- Attention is invited to note no 8 (regarding forest land 495.35 Acre out of which 491.27 Acre is in possession and balance of 4.08 Acre is under sub-judice but the cost of whole land is capitalized under "right to use".
- Attention is invited to note no 22 (ii) As per IND AS 19 Defined benefit plans may be unfunded, or they may be wholly or partly funded by contributions by an entity, and sometimes its employees, into an entity, or fund, that is legally separate from the reporting entity and from which the employee benefits are paid. provisions for gratuities and leave encashment has been made in the books of accounts, however fund has not been earmarked for the same.



Management's responsibility for the Financial Statements



The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements, that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act; safeguarding the assets of the Company: preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error .

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The boards of directors are also responsible for overseeing the Company's financial reporting process.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of



assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions or users taken on the basis of these financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern, If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate to modify our opinion. Our conclusions are based on the audit



evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards. From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 (the "Order") issued by the Ministry of Corporate Affairs, we enclose in the "**Annexure A**" a statement on the matters specified in paragraphs 3 and 4 of the Order.
2. We have complied with the Directions and Sub-Direction given by the Comptroller & Auditor General of India under section 143(5) of the Act while conducting the audit,



and on the basis of information and explanations given to us in this regard by the Company, we give in **Annexure B** to this report, a statement on the matters specified in such Directions and Sub-Directions.

3. Further to our comments in Annexure A. as required by Section 143(3) of the Act, we report that:

- a. We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;
- b. In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
- c. The Balance Sheet, the Statement of Profit and Loss and the Cash Flow Statement and statement of changes in equity dealt with by this Report are in agreement with the books of account.
- d. In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.
- e. The provisions of section 164(2) are not applicable to the Company as it is a Government Company.
- f. With respect to adequacy of internal financial controls over financial reporting of the company and the operating effectiveness of such controls, refer to our separate report in **Annexure -C**.
- g. With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us :



- I. As per the information and explanations given to us, the Company has no pending litigations as on the date of the financial year end except as reported in **Annexure -D**.
- II. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses. However, the company has entered into an agreement for a period of Ten years with M/S BGR mining & infra ltd. For mine operation w.e.f. 31.08.2018 .
- III. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

Date: 12th June, 2023

Place: Bhubaneswar

For M/S O.M. Kejriwal & Co.

Chartered Accountants



(Anandita Kaur Anand, FCA)

Partner

Membership No. - 511918

UDIN: 23511918BGRVAT06720



ANNEXURE A TO THE INDEPENDENT AUDITORS' REPORT

The Annexure referred to in Independent Auditors Report to the members of the Company on the Ind AS financial statements for the year ended 31 March 2023, to the best of our information and explanation provided to us and the books of accounts and records examined by us in the normal course of audit, we report that;

1. In respect of the Company's Property, Plant and Equipments and Intangible assets;
 - (a) The Company has maintained proper records showing full particulars including quantitative details and situation of Property, Plant and Equipments, Intangible assets and relevant details of Right-of-Use assets.
 - (b) The Company has been conducting physical verification of Property, Plant and Equipments and Right of Use assets in view of its policy. Such policy requires the physical verification of fixed assets once in a block of three years. In our opinion, the periodicity of physical verification is reasonable having regard to the size of the Company and the nature or its assets.
 - (c) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the title deeds of immovable properties are held in the name of the Company except for the cases mentioned in the Auditors Report (other than the properties i.e lease land, where the company has obtained the property under lease from the Govt. authorities). (Refer note no.6 of the financial statement).
 - (d) The company has not revalued any of its Property, Plant and Equipments, Intangible assets and Right of Use assets during the year.



- (e) No proceedings have been initiated during the year or are pending against the Company as at March 31, 2023 for holding any benami property under the Benami Transactions (Prohibition) Act, 1988 (as amended in 2016) and rules made there under.
2. (a) As per the information, the company has carried out physical verification of its inventories at reasonable intervals.
- (b) As explained to us, there is no discrepancy of 10% or more in aggregate for each class of inventory.
- (c) As per the explanation and information provided, the quarterly statements filed by the company with Banks are in agreement with the books of account.
- (d) As per the information provided No new loan has been sanctioned for the FY 22-23 for details please refer Schedule 24 .
3. According to the information and explanations given to us the Company has not granted any loan, secured or unsecured to companies, firms, limited liability partnership or other parties covered in the register maintained under section 189 of the Companies Act 2013. Accordingly, the provision of clauses 3(iii) (a), (b),(c), (d), (e), (f) of the order is not applicable to the companies and hence not commented upon.
4. In our opinion and according to the explanation given to us, the company has complied with the provisions of sec-185 and Sec-186 of the Act, loans granted, investment made and security/guarantees provided, as applicable.
5. The Company has not accepted any deposits from the public and hence the directives issued by the Reserve Bank of India and the provisions of Sections 73 to 76 or any other relevant provisions of the Act and the Companies (Acceptance of Deposit) Rules, 2015 with regard to the deposits accepted from the public are not applicable.



6. The maintenance of cost records has been specified by the Central Government under subsection (1) of section 148 of the Companies Act have been made and maintained by the company.
7. (a) According to the information and explanations given to us and on the basis of our examination of the records of the Company, amounts deducted/ accrued in the books of account in respect of undisputed statutory dues including provident fund, income-tax value added tax, duty of customs, service tax, Goods& Service Tax, cess and other material statutory dues have been regularly deposited during the year by the Company with the appropriate authorities. As explained to us, the Company did not have any dues on account of employees' state insurance and duty of excise.
- (b) According to the information and explanations given to us, no undisputed amounts payable in respect of provident fund, income tax, sales tax, value added tax, duty of customs, service tax, cess and other material statutory dues were in arrears as at 31 March 2023 for period of more than six months from the date they became payable.
8. There were no transactions relating to previously unrecorded income that have been surrendered or disclosed as income during the year in the tax assessments under the Income Tax Act, 1961.
9. The Company has availed term loans from Union Bank of India, Punjab national bank and Rural Electrification Corporation Ltd (REC), In our opinion and according to the information and explanations given by the management, we are of the opinion that, the Company has not defaulted in repayment of dues to any banks, as applicable to the company. However the term loan obtained from REC Ltd. Is under moratorium period as on the reporting date and hence, repayment for the same has not commenced.



10. (a) The Company has not raised moneys by way of initial public offer or further public offer (including debt instruments) during the year and hence reporting under clause 3(x)(a) of the Order is not applicable.
- (b) During the year, the Company has not made any preferential allotment or private placement of shares or convertible debentures (fully or partly or optionally) and hence reporting under clause 3(x)(b) of the Order is not applicable.
11. During the course of our examination of the books and records of the Company, carried out in accordance with the generally accepted auditing practices in India and information and explanations given to us, we have not come across any instances of material fraud by the Company or on the Company by its officers or employees, noticed or reported during the year, nor we have been informed of any such case by the management.
12. The Company is not a Nidhi Company and hence reporting under clause (xii) of the Order is not applicable.
13. According to the information and explanations given to us and based on our examination of the records of the Company, transactions with the related parties are in compliance with sections 177 and 188 of the Act where applicable and details of such transactions have been disclosed in the IND AS financial statements as required by the applicable accounting standards.
14. (a) In our opinion the Company has an adequate internal audit system commensurate with the size and the nature of its business.
- (b) We have considered the internal audit reports for the year under audit, issued to the Company during the year and till date, in determining the nature, timing and extent of our audit procedures.



15. In our opinion during the year the Company has not entered into any non-cash transactions with its Directors or persons connected with its directors and hence provisions of section 192 of the Companies Act, 2013 are not applicable to the Company.
16. . (a) In our opinion, the Company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934. Hence, reporting under clause 3(xvi)(a), (b) and (c) of the Order is not applicable.
- (b) In our opinion, there is no core investment company within the Group (as defined in the Core Investment Companies (Reserve Bank) Directions, 2016) and accordingly reporting under clause 3(xvi)(d) of the Order is not applicable.
17. The Company has not incurred cash losses during the financial year covered by our audit and the immediately preceding financial year.
18. There has been no resignation of the statutory auditors of the Company during the year.
19. On the basis of the financial ratios, ageing and expected dates of realisation of financial assets and payment of financial liabilities, other information accompanying the financial statements and our knowledge of the Board of Directors and Management plans and based on our examination of the evidence supporting the assumptions, nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report indicating that Company is not capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date. We, however, state that this is not an assurance as to the future viability of the Company. We further state that our reporting is based on the facts up to the date of the audit report and we give neither any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date, will get discharged by the Company as and when they fall due.



20. According to the information and explanations given to us as per sub-section (5) of section 135 of the Companies Act, 2013 the Companies expenditure is 1.12cr crore during the year, hence this clause is applicable & followed.

21. This CARO is based on the financial statements of the company, hence the clause is not applicable.

Date: 12/8/23
Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.
Chartered Accountants

Anandita Kaur Anand
(Anandita Kaur Anand, FCA)

Partner

Membership No.-511918



ANNEXURE B TO THE AUDITOR'S REPORT

Report on the Directions by the Comptroller & Auditor General of India (C&AG) under section 143(5) of the Companies Act, 2013 for the Financial Year 2022-23

Sl No.	Directions	Reply
1	Whether the Company has system in place to process all the accounting transactions through IT system? If yes, the implication of processing of accounting transactions outside IT system on the integrity of the accounts along with the implications, if any may be stated.	Yes, all the accounting transactions are accounted for through IT System. However, as explained to us, there are operations/transactions which take place outside the system but are subsequently updated in the IT system through which the accounts of the Company are maintained. As per past practice, all transactions are manually entered in the software called TALLY ERP, in which regular books of account are maintained.
2	Whether there is any restructuring of an existing loan or cases of waiver/write off of debts/loans/interest etc. made by a lender to the company due to the company's inability to repay the loan? If yes, the financial impact may be stated.	To the best of our knowledge and according to the explanations and information given to us, there are no cases of waiver/write off or debts/loans/interest etc. during the period under audit.
3	Whether funds received/receivable for specific schemes from Central/State Government or its agencies were properly accounted for/utilized as per its term and conditions? List the cases of deviation.	As explained to us and on the basis of information available, the Company has not received any funds from Central/State agencies.



Sector Specific Additional Directions

Sl No.	Direction	Reply
1	Adequacy of steps to prevent encroachment of idle land owned by company may be examined. In case land of the company is encroached under litigation not put to use or declared surplus details may be provided.	The Company has filed cases with the Hon'ble High Court of Odisha vide no 17403/2016 17407/2016, 17405/2016 in respect of 4.08 acres of land which is under litigation.
2	Where land acquisition is involved in setting up new projects report whether settlement of dues done expeditiously and in a transparent manner in all cases, the cases of deviation may please be detailed.	No deviations found during the process of audit.
3	Whether the company has an effective system for recovery of revenue as per contractual terms and the revenue is properly accounted for in the books of accounts in compliance with the applicable Accounting Standards?	Yes, Company has recovered revenue as per contractual terms and is properly accounted.
4	How much cost has been incurred on abandoned projects and out of this how much cost has been written off?	Not Applicable
5	In case of Thermal power projects compliance of the various pollution control Acts and the impacts thereof including utilization and disposal of ash and the policy of the company in this regard, may be checked and commented upon.	Not Applicable, as this is not a power generating Company.
6	Has the company entered into revenue sharing agreements with private parties for extraction of coal at pitheads and it	The company has not entered into any revenue sharing agreement during the period of audit.



	adequately protects the financial interest of the company?	
7	Does the company have a project system for reconciliation of quantity/quality coal ordered and received and whether grade of coal moisture and demurrage etc. are properly recorded in the books of accounts?	Yes, the quality and quantity reconciliation of coal is periodically done and properly recorded in the books of accounts.
8	How much share of free power was due to the state government and whether the same was calculated as per the agreed terms and depicted in the accounts as per accepted accounting norms?	Not Applicable, as this is not a power generating Company.
9	In the case of hydroelectric projects, the water discharges is as per policy/guidelines issued by the state Government to maintain biodiversity. For not maintaining it penalty paid/payable may be reported.	Not Applicable, as this is not a power generating Company.
10	Whether the company has taken adequate measures to reduce the adverse effect on environment as per established norms and taken up adequate measures for the relief and rehabilitation of displaced people.	<p>The Company has taken adequate measures to reduce the adverse effect on environment such as, development of green areas through massive plantation in an around the mine area, adequate nos. deployed for of water water tanker sprinkling provision of water treatment plant at mines, prov. Of sedimentation cum recharge pond at site etc.</p> <p>With regard to measures for relief to displaced families, the company has constructed two Rehabilitation and resettlement (R&R) colony, R&R compensations and monthly annuity for the displaced families etc.</p>
11	Whether the company had obtained the	The company has obtained all the



	requisite statutory compliances that was required under mining and environmental rules and regulations?	requisite statutory compliances required for mining such Environment clearance, clearance, Consent to as Forest establish, Consent to operate, Central ground water authority permission etc.
12	Whether overburden removal from mines and backfilling of commensurate with the mining activity ?	Yes.
13	Whether the company has disbanded and discontinues mines, if so, the payment of corresponding dead rent there against may be verified.	The company has no such discontinued mines.
14	Whether the company's financial statements had properly accounted for the effect of Rehabilitation Activity and Mine Closure Plan?	The Company has properly accounted the rehabilitation activity such as R & R compensation construction of R&R colony for PDF's etc. as a part of land. cost in line with the accounting policy. With regard to mine closure cost the company is making certain deposits as per the mine closure plan in an escrow account called Mine Closure Escrow"

Date: 12/6/23

Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.

Chartered Accountants

Anandita Anand
(Anandita Kaur Anand, FCA)

Partner

Membership No.-511918



ANNEXURE C TO THE INDEPENDENT AUDITORS' REPORT

Report on the Internal Financial Control under Clause (i) of Sub-sections 3 of Section 143 of the Companies Act, 2013("the Act")

We have audited the internal financial controls over financial reporting of Odisha Coal and Power Limited ("the Company") as of 31 March, 2023 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Control

The Company's management is responsible for establishing and maintaining Internal Financial Controls based on the internal control over Financial Reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls over Financial Reporting issued by the Institute of Chartered Accountants of India". These responsibilities include the design, implementation and maintenance of adequate Internal Financial Controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable Financial information, as required under the Companies Act, 2013.

Auditors' Responsibility

Our responsibility is to express an opinion on the Company's Internal Financial Controls over Financial Reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of Internal Financial Controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate. Internal Financial Controls over Financial Reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the Internal Financial Controls system over Financial Reporting and their operating effectiveness. Our audit of



Internal Financial Controls over Financial Reporting included obtaining an understanding of Internal Financial Controls over Financial Reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Financial Statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's Internal Financial Controls system over Financial Reporting.

Meaning of Internal Financial Control over Financial Reporting

A Company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statement for external purposes in accordance with generally accepted accounting principles. A Company's internal financial control over financial reporting includes those policies and procedures that:

- 1) Pertain to the maintenance of the records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company.
- 2) Provide reasonable assurance that the transactions are recorded as necessary to permit preparation of financial statement in accordance with generally accepted accounting principles, and that receipts and expenditure of the Company are being made only in accordance with authorization of management and directors of company, and
- 3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statement.

Inherent Limitations of Internal Financial Control over Financial Reporting

Because of inherent limitation of internal financial control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to errors or fraud may occur and not be detected. Also, projections of any evaluations of the internal financial control over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.



Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March 2023, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

Date: 12/6/23
Place: BHUBANESWAR

For M/S O.M. Kejriwal & Co.
Chartered Accountants

Anandita Kaur Anand
(Anandita Kaur Anand, FCA)

Partner

Membership No.-511918



ANNEXURE -D TO THE AUDITORS' REPORT

ODISHA COAL AND POWER LTD.

Pending Litigations as on 31.03.2023

No	Case No	Name of the Parties	Nature of the claim	Village	Current Status
1	21262/2017	Anjali Majhi	Married Daughter demanding R&R	Manoharpur	Pending at High Court
2	21267/2017	Anjali Bhaisal	Married Daughter demanding R&R	Manoharpur	Pending at High Court
3	21827/2017	Sukanti Amat	Married Daughter demanding R&R	Manoharpur	Pending at High Court
4	5425/2017	Sumati Majhi	Married Daughter demanding R&R	Manoharpur	Pending at High Court
5	64/2017	Gitanjali Oram	Married Daughter demanding R&R	Manoharpur	Pending at High Court
6	17403 / 2016	Dasarath Sai	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
7	17407 / 2016	Harid Sai	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
8	WP@ 17405/16	Kangalu Majhi & Others	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
9	AP No-1/2021	BGR Mining&Infra LTD	Arbitration		Pending at Commercial Court Bhubaneswar
10	Civil suit no-76/2022	Balmati Deheri	R&R Benefit	Sanghumuda	Pending at Sr. Civil Judge, Sundargarh
11	Civil suit no-77/2022	Jasobanti Majhi	R&R Benefit	Sanghumuda	Pending at Sr. Civil Judge, Sundargarh



Odisha Coal and Power Limited
Balance Sheet as at March 31, 2023

(Rupees in Lakhs)

	Particulars	Note No.	As at March 31, 2023	As at March 31, 2022
	ASSETS			
1	Non-current assets			
	(a) Property, Plant and Equipment	5	67,468.24	58,394.55
	(b) Right-of-Use Assets	6	52,034.16	54,038.17
	(c) Capital work-in-progress	7	27,478.65	25,019.12
	(d) Other Intangible assets	8	15,938.27	16,606.95
	(e) Financial Assets			
	(i) Loans	9	240.19	238.71
	(ii) Other financial assets	10	29,935.39	1,682.78
	(f) Other non-current assets	11	2,211.64	1,835.86
	Total Non - Current Assets		1,95,306.53	1,57,816.14
2	Current assets			
	(a) Inventories	12	1,179.31	2,535.46
	(b) Financial Assets			
	(i) Trade receivables	13	10,731.42	7,906.99
	(ii) Cash and cash equivalents	14	5,166.74	22,497.31
	(iii) Bank balances other than (ii) above		18,112.44	1,167.51
	(iv) Others	15	2,985.84	52.13
	(c) Current Tax Assets (Net)	16	-	-
	(d) Other current assets	17	11,103.51	17,419.69
	Total Current Assets		49,279.27	51,579.09
	TOTAL ASSETS		2,44,585.80	2,09,395.24
	EQUITY AND LIABILITIES			
	Equity			
	(a) Equity Share capital	18	42,595.00	42,595.00
	(b) Other Equity	19	80,919.74	14,547.99
	Total equity		1,23,514.74	57,142.99
	LIABILITIES			
1	Non-current liabilities			
	(a) Financial Liabilities			
	i) Borrowings	20	69,245.52	1,11,776.03
	ii) Other financial liability	21	1.98	1.98
	(b) Provisions	22	985.51	1,031.68
	(c) Deferred tax liabilities (Net)	23	4,606.42	2,528.71
	Total Non-current liabilities		74,839.44	1,15,338.41
2	Current liabilities			
	(a) Financial Liabilities			
	(i) Borrowings	24	17,973.20	6,906.66
	(ii) Trade payables			
	-Total outstanding dues of micro and small enterprises.		-	-
	-Total outstanding dues of creditors other than micro and small enterprises.	25	6,716.31	7,247.52
	(iii) Other financial liabilities	26	5,576.62	5,040.98
	(b) Provisions	27	78.97	63.14
	(c) Other current liabilities	28	15,252.84	16,438.82
	(d) Current Tax liabilities (Net)	16	633.68	1,216.73
	Total Current liabilities		46,231.62	36,913.85
	TOTAL EQUITY AND LIABILITIES		2,44,585.80	2,09,395.24

Notes forming part of the financial statements

1-42

In terms of our report attached.

For and on behalf of the Board

For O M Kejriwal & Co

Chartered Accountants

F.R.N: 314144E

Anandita Kaur Angad
 Partner
 M.N: 511918
 Place : Bhubaneswar
 Date : 12-06-2023

Sariputta Mishra
 Director & CEO

Bhagaban Parida
 Head of Finance

P K Mohapatra
 Director

Ajaya Kumar Majhi
 Company Secretary



Date: 16-05-2023

Odisha Coal and Power Limited

Statement of Profit and Loss for the year ended March 31, 2023

(Rupees in Lakhs)

	Particulars	Notes	Year ended March 31, 2023	Year ended March 31, 2022
I	Revenue from Operations	29	1,84,864.41	76,945.26
II	Other Income	30	4,401.10	2,078.91
	<i>Less: Transferred to Capital work in progress for allocation</i>		-	(25,793.02)
III	Total Income (I + II)		1,89,265.51	53,231.15
IV	Expenses			
	(a) Cost of mine operation/excavation	31	58,613.88	33,261.63
	(b) Change in inventories of finished goods/ work in progress and stock in trade	32	1,356.15	(2,350.71)
	(c) Coal transportation charges		18.82	4,496.49
	(d) Employee Benefit expense	33	1,276.98	1,049.97
	(e) Finance costs	34	8,304.22	9,639.66
	(f) Depreciation and amortization expense	35	5,802.92	2,309.23
	(g) Other expenses	36	4,637.34	3,129.32
	<i>Less : Expenditure transferred/allocated to capital work in progress</i>	7	-	(18,700.84)
	Total expenses (IV)		80,010.30	32,834.75
V	Profit or (Loss) before tax (III - IV)		1,09,255.21	20,396.40
VI	Tax Expense:			
	(a) Current tax		26,464.21	2,905.61
	(b) Deferred tax	23	2,077.71	1,701.10
	(c) Taxes of earlier years		(34.01)	-
	Total tax expense		28,507.92	4,606.71
VII	Profit/(loss) for the Period (V -VI)		80,747.29	15,789.70
VIII	Other Comprehensive Income / (Losses)			
	(A) (i) Items that will not be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will not be reclassified to profit and loss		-	-
	(B) (i) Items that will be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will be reclassified to profit and loss		-	-
	Total Comprehensive Income / (Losses) for the period		-	-
IX	Total Comprehensive Income / (Losses) for the period (VII+VIII) (Comprising Loss and Other Comprehensive Income for the period)		80,747.29	15,789.70
X	Earnings per equity share:- Basic and diluted (Rs)	39	18.96	3.93

XI Notes forming part of the financial statement

1-42

In terms of our report attached.

For O M Kejriwal & Co

Chartered Accountants

F.R.N: 314144E


Anandita Kaur Anand
Partner
M.N: 511918
Place : Bhubaneswar

Date: 12-06-2023

For and on behalf of the Board


Sariputta Mishra
Director & CEO


Bhagaban Parida
Head of Finance


P K Mohapatra
Director


Ajaya Kumar Majhi
Company Secretary



Date: 16-05-2023

Odisha Coal and Power Limited
Statement of Cash Flow for the year ended March 31, 2023

(Rupees in Lakhs)

Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022
(A) Cash flows from operating activities:		
Profit/(Loss) before taxes	1,09,255.21	20,396.40
Adjustments for:		
Depreciation and amortisation of non-current assets	5,802.92	1,451.13
Interest on loan	8,304.22	4,739.25
Operating profit before Current/Non current assets and liabilities	1,23,362.35	26,586.77
Adjustment for:		
Movements in working capital:		
Inventory	1,356.15	2,147.87
Trade receivable	(2,824.44)	(3,601.48)
(Increase)/ decrease in loans and other financial assets	(2,933.71)	(1.09)
(Increase)/decrease in other assets	6,361.09	(4,464.05)
Increase/ (decrease) in other payables & provisions	(1,216.32)	14,618.38
Increase/ (decrease) in other financial liabilities	4.43	344.89
Cash generated from operations	1,24,109.55	35,631.31
Taxes Paid	(27,013.26)	(1,630.64)
Net cash flow from operating activities	97,096.30	34,000.67
(B) Cash flows from investing activities:		
Payments for purchase of fixed assets	(14,663.45)	(8,760.46)
Payments to acquire financial assets	(1.47)	(194.10)
Advance against acquisition of land	(420.69)	(1,272.80)
Investments	(28,252.61)	(863.60)
Bank balance other than cash & cash equivalent (Term deposits)	(16,944.92)	(1,167.51)
Net cash used in Investing Activities	(60,283.14)	(12,258.46)
(C) Cash flows from financing activities:		
Proceeds from issue of shares	-	3,995.00
Other finance by related parties	-	-
Proceeds from long term borrowings from banks	-	6,656.32
Repayment of loans to Banks incl. Interest	(39,768.20)	(11,810.35)
Dividend paid for the year 2021-22	(14,375.53)	-
Net cash flow from financing activities	(54,143.73)	(1,159.03)
Net Increase/(decrease) in cash or cash equivalents	(17,330.57)	20,583.18
Cash and cash equivalents at the beginning of the year	22,497.31	1,914.13
Cash and cash equivalents at the end of the year	5,166.74	22,497.31

Notes forming part of the financial statement

Note No. 1-42

(i) Figures in brackets represents cash outflows/incomes as the case may be.

(ii) Reconciliation of cash and cash equivalent: Refer note-14 "cash and cash equivalent".

(iii) Reconciliation between the opening and closing balances of liabilities arising from financing activity.

Particulars	*Borrowings
Opening balance as at 1st April, 2022	1,18,682.69
Net cashflows during the year	(31,464.00)
Non cash changes due to:	
-Interest on borrowings compounded during moratorium	-
-Transaction cost on borrowings	-
Closing balance as at 31st March, 2023	87,218.69

*Includes current maturities of non-current borrowings, refer note-24.

In terms of our report attached.

For and on behalf of the Board.

For O M Kejriwal & Co

Chartered Accountants
F.R.N: 314144E

Anandita Kaur Anand
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Ajaya Kumar Majhi
Company Secretary

Date: 12-06-2023

Date: 16-05-2023

Odisha Coal and Power Limited

Statement of Changes in Equity for the year ended March 31, 2023

A. Equity Share Capital

(Rupees in Lakhs)

Balance as at April 1, 2021	Changes in equity share capital during the year	Balance as at March 31, 2022
38,600.00	3,995.00	42,595.00

(Rupees in Lakhs)

Balance as at April 1, 2022	Changes in equity share capital during the year	Balance as at March 31, 2023
42,595.00	-	42,595.00

B. Other Equity

(Rupees in Lakhs)

	Reserves and Surplus	
	General Reserve	Retained earnings
Balance as at April 1, 2021	-	(1,241.71)
Profit for the year		15,789.70
Other Comprehensive Income/ (Losses)		-
Total Comprehensive Income/ (Losses)		15,789.70
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2022	-	14,547.99
Profit for the year		80,747.29
Other Comprehensive Income/ (Losses)		-
Dividend Paid for the year 2021-22		(4,375.53)
Interim dividend paid for the FY.2022-23		(10,000.00)
Total Comprehensive Income/ (Losses)		66,371.76
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2023	-	80,919.74

Notes forming part of the financial statement

Note No. 1-42

In terms of our report attached.

For and on behalf of the Board.

For O M Kejriwal & Co

Chartered Accountants

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Date: 16-05-2023

Odisha Coal and Power Limited

Notes to the Financial Statements for the year 2022-23

1. General Information

The Odisha Coal and Power Limited (“OCPL” / “the Company”) incorporated on January 20, 2015 with its registered office at Bhubaneswar, Odisha, India. Subsequently Odisha Power Generation Corporation Ltd (OPGC) and Odisha Hydro Power Company Ltd (OHPC) holds 51% and 49% of share capital of the Company respectively pursuant to the Government of Odisha Notification No. 1088 dated 4th February, 2015 and No. 1160 dated 6th February, 2015. The Company files application for allotment of Manoharpur and Dip-side Manoharpur Coal Block under the provisions of The Coal Mines (Special Provisions) Second Ordinance, 2014 and is declared as the successful allottee of the said coal blocks on 24th March, 2015. Manoharpur coal block is an explored coal block with a total reserve of 181MT and Dip-side Manoharpur coal block is a regionally explored block with a total reserve of 350 MT. On 30th March 2015 to be precise, it signed the Allotment Agreement with the Nominated Authority, Ministry of Coal (MoC), Government of India. Allotment Order of Manoharpur & Dip-side Manoharpur coal blocks is issued on 31st Aug 2015 to OCPL by the Nominated Authority for supply of coal exclusively for OPGC expansion Power Project (Unit 3, 4, 5, & 6), 4 units of 660 MW each at Ib-Thermal Power Station, Banaharpali, Jharsuguda, Odisha. OCPL is operating primarily in mining and supply of coal. Now, pursuant to execution of Share Purchase Agreement (SPA) on dated 26-12-2022 and transfer of purchase consideration to OHPC by Govt. of Odisha on 30-12-2022, the Governor of Odisha represented by Govt. of Odisha becomes the Shareholder with 49% of Equity (20,87,15,500 nos. of Equity share @ a face value of Rs.10/- each). Accordingly, the present shareholding pattern in OCPL is 51:49 held by OPGC and Govt. of Odisha respectively.

2. Statement of Compliance

In accordance with the notification issued by the Ministry of Corporate Affairs, the Company has adopted Indian Accounting Standards (referred to as “Ind AS”) notified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended) with effect from 1 April, 2016.

These financial statements for the year ended March 31, 2023 are the financial statements prepared on going concern basis following accrual system of accounting and comply with the Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015 and subsequent amendments thereto and the Companies Act, 2013 (to the extent notified and applicable).

These financial statements were authorized for issue by the Board of Directors on 16th May, 2023.

3. Significant Accounting Policies

The significant accounting policies applied by the Company in preparation of its financial statements are listed below. Such accounting policies have been applied consistently to all the periods presented in these financial statements, unless otherwise indicated.



3.01. Basis of preparation

The financial statements of the Company have been prepared in accordance with Ind AS and relevant provisions of the Companies Act, 2013 (to the extent notified and applicable).

The financial statements have been prepared under the historical cost convention with the exception of certain assets and liabilities that are required to be measured at fair values by Ind AS. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Historical cost is generally based on the fair value of the consideration given in exchange for goods and services.

All assets and liabilities have been classified as current or non-current as per Company's operating cycle and other criteria set out in Schedule-III of the Companies Act 2013. Based on the nature of business, the Company has ascertained its operating cycle as 12 months for the purpose of Current or noncurrent classification of assets and liabilities.

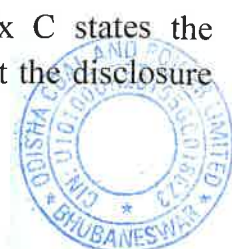
3.02. Adoption of New and Revised Standards

The accounting policies adopted in the preparation of the Financial Statements are consistent with those followed in the preparation of the Company's annual financial statements for the year ended 31st March 2023, except for the adoption of new standard effective as of 1st April, 2023. The Company has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

Recent pronouncements:

Ministry of Corporate Affairs ("MCA") notifies new standard or amendments to the existing standards under Companies (Indian Accounting Standards) Rules as issued from time to time. On March 31, 2023, MCA amended the Companies (Indian Accounting Standards) Rules 2015 i.e Companies (Indian Accounting Standards) Amendment Rules 2023, applicable from April 1st, 2023, as below:

- (i) **In Ind AS 101 – First time adoption of Indian Accounting Standards:** In Appendix B, a new paragraph B14 has been inserted which states that: Paragraphs 15 and 24 of Ind AS 12, Income Taxes exempt an entity from recognizing a deferred tax asset or liability in particular circumstances. Despite this exemption, at the date of transition to Ind ASs, a first-time adopter shall recognize a deferred tax asset, to the extent it is possible that taxable profit will be available against which the deductible temporary difference can be utilized. The amendment is not applicable to the entity.
- (ii) **In Ind AS 102 – Share Based payment:** The amendment is essentially a clarification and the Company does not expect the amendment to have any significant impact in its financial statements.
- (iii) **Ind AS 103 – Business Combinations-:** Para 13 of Appendix C states the disclosure requirements under IndAS 103. Clause (b) states that the disclosure



of the date on which the transferor obtains control of the transferee shall be made. This has been substituted with “the date on which the transferee obtains control of the transferor.”

- (iv) **Ind AS 107 – Financial Instruments Disclosures:** Addition to para 21 of the Ind AS has been made which says that “Information about the measurement basis for financial instruments used in preparing the financial statements is material accounting policy information and is to be disclosed.”
- (v) **Ind AS 1 – Presentation of Financial Statements:** ‘Paragraph 10’ which states the complete set of Financial Statements, in item (e), for the words “significant accounting policies”, the words “material accounting policy information”, shall be substituted. Para 117 (Disclosure of Accounting Policy Information) is substituted with; “An entity shall disclose material accounting policy information. Accounting policy information is material if, when considered together with other information included in an entity’s financial statements, it can reasonably be expected to influence decisions that the primary users of general-purpose financial statements make on the basis of those financial statements.” Para 117A to 117E is added to explain the materiality of accounting information. Para 117A to 117E is added to explain the materiality of accounting information.

3.03. Use of estimates and critical accounting judgments.

- i) These financial statements have been prepared based on estimates and assumptions in conformity with the recognition and measurement principles of Ind AS.

In preparation of financial statements, the company makes judgments, estimates and assumptions that may impact the application of accounting policies and the reported value of assets, liabilities, income, expenses and related disclosures concerning the items involved as well as contingent assets and liabilities at the balance sheet date. The estimates and management’s judgements are based on previous experience and other factors considered reasonable and prudent in the circumstances. They are formulated when the carrying amount of assets and liabilities is not easily determined from other sources. Actual results may differ from these estimates.

- ii) The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and any future periods affected. Significant judgements and estimates relating to the carrying amount of assets and liabilities, while evaluating/assessing useful lives of property, plant and equipment, impairment of property, plant and equipment, impairment of investments, provision for employee benefits and other provisions, recoverability of deferred tax assets, commitments and contingencies.

- iii) Key sources of estimation uncertainty at the reporting date, which may cause a material adjustment to the carrying amounts of assets and liabilities for future years are provided in Note-4.



iv) Estimation of uncertainties relating to the global health pandemic from COVID-19:

The Company has considered the possible effects that may result from the pandemic relating to COVID-19 on the carrying amounts of Trade receivables, Project work in progress, Intangible assets and certain investments including cash and cash equivalent. In developing the assumptions relating to the possible future uncertainties in the global economic conditions and assessing the recoverability of the above because of this pandemic, the Company, as at the date of approval of these financial statements has used internal and external sources of information. The Company has performed sensitivity analysis on the assumptions used herein. Based on current indicators of future economic conditions, the company expects to recover the carrying amount of these assets. The Company basis its assessment believes that the probability of the occurrence of forecasted transactions is not impacted by COVID-19.

The impact of COVID-19 remains uncertain and may be different from what we have estimated as of the date of approval of these financial statements and the Company will continue to closely monitor any material changes to future economic conditions.

3.04 Cash Flow Statement

Cash flow is reported using the indirect method, where by profit / (loss) before extra-ordinary items and tax is adjusted for the effect of transactions of non-cash nature and any deferrals or accruals of past or future cash receipts or payments. For the purposes of the Cash Flow Statement, cash and cash equivalents is as defined above, net of outstanding bank overdrafts.

3.05. Property, Plant and Equipment

Tangible Assets:

i) Initial recognition and measurement

Property, plant and equipment held for use in the production or/ and supply of goods or services, or for administrative purposes, are initially recognized at cost. Such cost comprises purchase price (net of recoverable taxes, trade discount and rebate etc.), borrowing cost, and any cost directly attributable to bringing the assets to its location and working condition for intended use.

Subsequent measurement is done at cost, less any accumulated depreciation and impairment loss, if any.

Expenditure incurred on development of freehold land and leasehold land are capitalized as part of the cost of the land. Deposits, payments / liabilities made provisionally towards compensation, rehabilitation and other expenses relatable to land in possession are treated as cost of land.

In case of self-constructed assets, cost includes the costs of all materials used in construction, direct labour, allocation of overheads, borrowing costs if any attributable to such construction.

Deposit works/cost plus contracts are accounted for on the basis of statements of account received from the contractors.

Unsettled liabilities for price variation/exchange rate variation in case of contracts are accounted



In the case of assets put to use, where final settlement of bills with contractors is yet to be effected, capitalization is done on provisional basis subject to necessary adjustment in the year of final settlement.

Subsequent expenditure is recognized in the carrying amount of the asset when it is probable that future economic benefits deriving from the cost incurred will flow to the enterprise and the cost of the item can be measured reliably.

iii) De-recognition of assets

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the use of the asset. Any gain or loss arising on the disposal/de-recognition is recognised in the statement of profit and loss.

Depreciation is recognized in statement of profit and Loss on a straight line basis over the useful lives of the assets as prescribed under Schedule II of the Companies Act 2013 or as ascertained based on internal assessment and independent technical evaluation that the useful lives as best represent the period over which Company expects to use these assets.

Particulars	Useful lives
Building	30 to 60 years
Furniture & Fixtures and Electrical Equipment's	5 to 10 years
Office and Other Equipment's	3 to 5 years
Vehicles	8 years
Computers & EDP	3 years
Tools and Tackles	1 to 5 years
Coal Handling Plant	25 years

Capital expenditure on assets laid /constructed on land not owned by the company as mentioned above is amortized over a period of its useful life or permitted period whichever is lower.

Depreciation on assets are provided over estimated useful life as ascertained based on internal



assessment and independent technical evaluation that the useful lives as best represent the period over which Company expects to use these assets. Hence, the useful lives for these assets are different from the useful life as prescribed under Schedule II of the Companies Act 2013.

The estimated useful lives and residual values are reviewed at each year end, with the effect of any changes in estimate, accounted for on a prospective basis. Each component of an item of property, plant and equipment with a cost that is significant in relation to the total cost of that item is depreciated separately if its useful life differs from the others components of the asset.

Property, plant and equipment including tools and tackles costing up to ₹,5,000/- are fully depreciated in the year in which it is for put to use.

Physical verification of fixed assets are undertaken by the Company in a phased manner over a period of three years and the discrepancies noticed, if any, are accounted for in the year in which such differences are found.

3.07 Capital work-in-progress

Cost incurred for property, plant and equipment that are not ready for their intended use as on the reporting date, is classified under capital work- in-progress.

The cost of self-constructed assets includes the cost of materials & direct labour, any other costs directly attributable to bringing the assets to the location and condition necessary for it to be capable of operating in the manner intended by management and the borrowing costs attributable to the acquisition or construction of qualifying asset.

Expenses directly attributable to construction of property, plant and equipment incurred till they are ready for their intended use are identified and allocated on a systematic basis on the cost of related assets.

Deposit works/cost plus contracts are accounted for on the basis of statements of account or utilization certificate received from the contractors or from state or local authorities.

Unsettled liabilities for price variation/exchange rate variation in case of contracts are accounted for on estimated basis as per terms of the contracts.

Cost incurred relating to project, net of income earned during project development stage prior to its intended use are considered as pre-operative expenses and disclosed under Capital-work-in-Progress.

3.08 Intangible assets and intangible assets under development

i) Initial recognition and measurement

An intangible asset is recognized if and only if it is probable that the expected future economic benefits that are attributable to the asset will flow to the Company and the cost of the asset can be measured reliably.

Intangible assets that are acquired by the Company, which have finite useful lives, are recognized at cost. Subsequent measurement is done at cost less accumulated amortization and accumulated impairment losses. Cost comprises purchase price including import duties, non -refundable taxes after deducting trade discounts and rebates and any directly attributable expenses of preparing the asset for its intended use.



Expenditure on development activities is capitalized only if the expenditure can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable and the Company intends to & has sufficient resources to complete development and to use or sell the asset.

Expenditure incurred which are eligible for capitalizations under intangible assets are carried as intangible assets under development till they are ready for their intended use.

ii) In case 'Forest Land' is diverted otherwise than leasehold basis (i.e no lease deed is envisaged to be executed), entire consideration paid/payable is to be capitalized as "Right to Use-Land" under "Intangible Assets". The same shall be amortized over the period of legal right to use or life of the coal mine, whichever is less. Amortization shall commence when the forest land is available for use.

In case, the lease agreement is signed subsequent to the classification of land as 'Right to use', Land shall be reclassified as "Leasehold Land" and corresponding balances on the date of execution of lease agreement shall be transferred from Right to Use-Land to Leasehold Land and shall be dealt as per IND AS 17. The unamortized balance of leasehold land shall be amortized over the Mining lease period or the life of mines, whichever is lower.

iii) Subsequent costs

Subsequent expenditure is recognized as an increase in the carrying amount of the asset when it is probable that future economic benefits deriving from the cost incurred will flow to the enterprise and the cost of the item can be measured reliably.

iv) De-recognition

An intangible asset is derecognized when no future economic benefits are expected from their use or upon their disposal. Gain or loss on de-recognition of an intangible asset is determined as the difference between the net disposal proceeds, if any, and the carrying amount of intangible assets and are recognized in the statement of profit and loss.

v) Amortization

- a) Cost of Computer software and license recognized as intangible asset, is amortized on straight-line method over a period of legal right to use or 3 years, whichever is less.
- b) Mining Rights and Expenses on Exploration for evaluation of mineral resources are amortized over the period of availability of reserves or over a period of remaining life from the date of execution of Mining lease whichever is earlier.
- c) Other intangible assets are amortized on straight-line method over the period of legal right to use or life of the related plant, whichever is less.
- d) The amortization period and the amortization method of intangible assets with a finite useful life is reviewed at each financial year end and adjusted prospectively, wherever required.

3.09 Intangible assets under development

a) Coal Mining Exploration and Development Activities

Exploration and evaluation assets comprise capitalized costs which 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.

Exploration and evaluation expenditure incurred after obtaining the mining right or the legal right to explore are capitalized as exploration and evaluation assets under 'Intangible assets under development' in line with Ind As 106 and stated at cost less impairment if any. Exploration and evaluation assets are assessed for impairment indicators at least annually.

b) Development expenditure on coal mines

Expenditure incurred for mines development prior to commercial production i.e. primary development expenditure other than land, buildings, plant and equipment is capitalised until the mining property is capable of commercial production.

Subsequent expenditure is capitalized only where it either enhances the economic benefits of the development/ producing asset or replaces part of the existing development/producing asset. Any remaining costs associated with the part replaced are expensed.

The development expenditure capitalized is net of sale value of coal extracted during development phase including other pre-operative income.

Gains and losses on de-recognition of assets referred above, are determined as the difference between the net disposal proceeds, if any, and the carrying amount of respective assets and are recognized in the statement of profit and loss.

3.10 Commercial Operation

The project/mines are brought to revenue; when commercial readiness of a project/mine to yield production on a sustainable basis is established either on the basis of conditions specifically stated in the project report or on the basis of the following criteria:

- a) From beginning of the financial year immediately after the year in which the project achieves physical output of 25% of rated capacity as per approved project report, or
- b) 2 years of touching of coal, or
- c) Beginning of the financial year immediately after the year in which the value of production is more than total expenditure.

Whichever event occurs first.

On being brought to revenue the assets under Capital Work In Progress are capitalized under the head (i)Property plant and equipment and (ii) intangible asset to the extent such assets are substantially completed .The remaining assets , both tangible and intangible continue to remain in Capital Work In Progress until such time they reach substantial completions for its intended use.

3.11 Impairment of non-financial assets

Impairment of non-financial assets

The carrying amounts of the Company's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment considering the provisions of Ind AS



36 - 'Impairment of Assets'. If any such indication exists, then the asset's recoverable amount is estimated.

The recoverable amount of an asset or cash-generating unit is the higher of its fair value less costs to disposal and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the 'cash-generating unit', or "CGU").

An impairment loss is recognized if the carrying amount of an asset or its CGU exceeds its estimated recoverable amount. Impairment losses are recognized in the statement of profit and loss. Impairment losses recognized in respect of CGUs are reduced from the carrying amounts of the assets of the CGU.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of accumulated depreciation or amortization, if no impairment loss had been recognized.

3.12. Foreign currencies Transactions

The financial statements of the Company are presented in Indian rupees ("INR"), which is the functional currency of the Company and the presentation currency for the financial statements.

Transactions in foreign currencies are initially recorded in reporting currency i.e. Indian Rupees, using the exchange rates prevailing on the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are retranslated at the rates of exchange prevailing at the end of the reporting period. Non-monetary items are measured at historical cost.

Exchange differences arising on monetary items are recognized in the statement of profit and loss in the period in which they arise

3.13 .Employee Benefits

Employee benefits, inter-alia includes short term employee benefits, provident fund, gratuity, compensated absences and other terminal benefits.

In terms of arrangements with OPGC, the company has to make payment for liability towards gratuity, leave benefits (including compensated absences) and other terminal benefit etc. for the period of service rendered by the employees posted on secondment basis from OPGC to OCPL and as per the valuation done by actuary of OPGC.

3.14.Provisions and Contingent Liabilities and Contingent Assets



Provisions:

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event which is expected to result in an outflow of resources embodying economic benefits which can be reliably estimated.

The amount recognized as a provision is the best estimate of the expenditure required to settle the present obligation at the balance sheet date, taking into account the risks and uncertainties surrounding the obligation. When appropriate, provisions are measured on a discounted basis. The discount rate used is a pre-tax rate that reflects current market assessments of the time value of money in that jurisdiction and the risks specific to that liability

Contingent Liabilities and Assets:

Contingent liabilities are possible obligations that arise from past events and whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events not wholly within the control of the Company. Where it is not probable that an outflow of economic benefits will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of economic benefits is remote. Contingent liabilities are disclosed on the basis of judgment of the management/independent experts. These are reviewed at each balance sheet date and are adjusted to reflect the current management estimate.

Contingent assets are possible assets that arise from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company. Contingent assets are disclosed in the financial statements when inflow of economic benefits is probable on the basis of judgment of management. These are assessed continually to ensure that developments are appropriately reflected in the financial statements.

Contingent assets are not recognized in the financial statement, but are disclosed where an inflow of economic benefits is probable.

3.15. Leases**The Company as a lessee:**

The Company's lease asset classes primarily consist of leases for land. The Company assesses whether a contract contains a lease, at inception of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Company assesses whether :

- (i) the contract involves the use of an identified asset
- (ii) the Company has substantially all of the economic benefits from use of the asset through the period of the lease and
- (iii) the Company has the right to direct the use of the asset.

At the commencement date, a lessee shall recognise a right-of-use asset at cost and a lease liability at the present value of the lease payments that are not paid at that date for all leases except for leases with a term of 12 months or less (short-term leases) and low value leases. For these short-term and low-value leases, the Company recognizes the lease payments as an operating expense on a straight-line basis over the term of the lease.



Subsequently, right-of-use asset is measured using cost model whereas, the lease liability is measured by increasing the carrying amount to reflect interest on the lease liability, reducing the carrying amount to reflect the lease payments made and remeasuring the carrying amount to reflect any reassessment or lease modifications.

ROU assets are depreciated from the commencement date on a straight-line basis over the period, lower of the lease term or useful life of the underlying asset. ROU assets are evaluated for recoverability whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. In such cases, the recoverable amount is determined for the Cash Generating Unit (CGU) to which the asset belongs.

The lease liability is initially measured at amortized cost at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, using the incremental borrowing rates of the company. Lease liabilities are remeasured with a corresponding adjustment to the related ROU asset if the Company changes its assessment of whether it will exercise an extension or a termination option.

Lease liability and ROU assets have been separately presented in the Balance Sheet and lease payments have been classified as financing cash flows.

The Company as a lessor:

A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of an underlying asset. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset.

All other leases are classified as operating leases.

Operating lease:

Lease payments from operating leases are recognised as income on either a straight-line basis unless another systematic basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.

Finance leases:

Assets held under a finance lease is initially recognised in its balance sheet and present them as a receivable at an amount equal to the net investment in the lease using the interest rate implicit in the lease to measure the net investment in the lease.

Subsequently, finance income is recognised over the lease term, based on a pattern reflecting a constant periodic rate of return on the lessor's net investment in the lease."

Sub-lease:

When the Company is an intermediate lessor, it accounts for its interests in the head lease and the sublease separately. The sublease is classified as a finance or operating lease by reference to the ROU asset arising from the head lease.

3.16. Inventory



Inventories are valued at lower of cost and net realizable value. Cost includes cost of purchase, cost of conversion and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis. Costs of purchased inventory are determined after deducting rebates, trade discounts and other similar items. Net realizable value represents the estimated selling price of inventories less all estimated costs of completion and costs necessary to make the sale.

Book stock of coal is considered in the accounts where the variance between book stock and measured stock is up to +/- 5% and in cases where the variance is beyond +/- 5% the measured stock is considered.

3.17. Trade Receivable

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. If the outstanding is due for payment within a period of 12 months or less from the reporting date, they are classified as current assets otherwise as non-current assets. Trade receivables are measured at their transaction price unless it contains a significant financing component in accordance with Ind AS 115 (or when the entity applies the practical expedient) or pricing adjustments embedded in the contract.

Financial assets and liabilities are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets and liabilities are initially measured at fair value. Transaction cost that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value measured on initial recognition of financial asset or financial liabilities.

3.18 Financial Instruments

3.18.1 Financial assets

a) Cash or Cash Equivalent

The Company considers all short-term bank deposits having a maturity period of three months or less as cash & cash equivalent. Term deposits in Bank with a maturity period of more than 3 months are considered as other Bank Balance.

b) Financial assets at amortized cost

Financial assets are subsequently measured at amortized costs if these financial assets are held within a business model whose objective is to hold these assets in order to collect contractual cash flows and the contractual terms of the financial assets give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

c) Financial assets at fair value through other comprehensive income (FVTOCI)

Financial assets are measured at fair value through other comprehensive income if these financial assets are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets and contractual term of the financial assets give rise on specified days to cash flows that are solely payment of principals and the interest on principal amount outstanding.



d) Financial assets at Fair value through Profit or loss (FVTPL)

Financial assets are measured at fair value through profit or loss unless it is measured at amortized cost or at fair value through other comprehensive item on initial recognition. The transaction cost directly attributable to the acquisition of financial assets and liabilities at fair value through profit or loss are immediately recognized in the statement of profit or loss.

e) Financial liabilities and equity instruments issued by the Company

3.18.2 Financial Liabilities

Trade and other payables are initially measured at fair value, net of transaction costs, and are subsequently measured at amortized cost, using the effective interest rate method.

Other financial liabilities are measured at amortized cost using the effective interest method.

3.18.3 Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognized at the proceeds received, net of direct issue costs.

3.18.4 Compound instruments

The component parts of compound instruments (convertible instruments) issued by the Company are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangement. At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for a similar non-convertible instrument. This amount is recorded as a liability on an amortized cost basis using the effective interest method until extinguished upon conversion or at the instrument's maturity date. The equity component is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognized and included in equity, net of income tax effects, and is not subsequently re-measured.

3.18.5 Financial guarantee contract liabilities

Financial guarantee contract liabilities are initially measured at their fair values and, if not designated as at FVTPL, are subsequently measured at the higher of:

- the amount of the obligation under the contract, as determined in accordance with IAS 37 Provisions, Contingent Liabilities and Contingent Assets; and
- the amount initially recognized less, where appropriate, cumulative amortization recognized in accordance with the revenue recognition policies.

3.18.6 De-recognition of financial assets

The Company derecognizes a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity

3.18.7 Impairment of financial assets



At each reporting date, the Company assess whether the credit risk on a financial instrument has increased significantly since initial recognition.

If, at the reporting date, the credit risk on a financial instrument has not increased significantly since initial recognition, the Company measures the loss allowance for that financial instrument at an amount equal to 12-month expected credit losses. If, the credit risk on that financial instrument has increased significantly since initial recognition, the Company measures the loss allowance for a financial instrument at an amount equal to the lifetime expected credit losses.

The amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date is recognized as an impairment gain or loss in the statement of profit and loss.

3.18.8 De-recognition of financial liability

The Company derecognizes financial liabilities when, and only when, the Company's obligations are discharged, cancelled or they expire.

3.18.9 Offsetting financial instruments

Financial assets and liabilities are offset and the net amount reported in the balance sheet when there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business.

3.19. Borrowing cost

Borrowing costs consist of;

- (a) interest expense calculated using the effective interest method as described in Ind AS 109 – 'Financial Instruments'
- (b) interest expense on lease liabilities recognized in accordance with Ind AS 116– 'Leases' and
- (c) exchange differences arising from foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs

Borrowing costs that are directly attributable to the acquisition, construction/exploration/development or erection of qualifying assets are capitalized as part of cost of such asset until such time the assets are substantially ready for their intended use. Qualifying assets are assets which necessarily take substantial period of time to get ready for their intended use or sale.

When the Company borrows funds specifically for the purpose of obtaining a qualifying asset, the borrowing costs incurred are capitalized. When Company borrows funds generally and uses them for the purpose of obtaining a qualifying asset, the capitalization of the borrowing costs is computed based on the weighted average cost of all borrowings that are outstanding during the period and used for the acquisition, construction/exploration or erection of the qualifying asset. However, borrowing costs applicable to borrowings made specifically for the purpose of obtaining a qualifying asset, are excluded from this calculation, until substantially all the activities necessary to prepare that asset for its intended use or sale are complete.



Income earned on temporary investment made out of the borrowings pending utilization for expenditure on the qualifying assets is deducted from the borrowing costs eligible for capitalization.

Capitalization of borrowing costs ceases when substantially all the activities necessary to prepare the qualifying assets for their intended use are complete.

Other borrowing costs are recognized as an expense in the year in which they are incurred

3.20. Accounting for Government grants / Grants – in Aid

Government grants are recognized when there is reasonable assurance that we will comply with the conditions attaching to them and that the grants will be received.

Government grants are recognized in the statement of profit and loss on a systematic basis over the periods in which the Company recognizes as expenses the related costs for which the grants are intended to compensate. Government grants whose primary condition is that the Company should purchase, construct or otherwise acquire non-current assets are recognized in the balance sheet by setting up the grant as deferred income.

Other government grants (grants related to income) are recognized as income over the periods necessary to match them with the costs for which they are intended to compensate, on a systematic basis. Government grants that are receivable as compensation for expenses or losses already incurred or for the purpose of providing immediate financial support with no future related costs are recognized in the statement of profit and loss in the period in which they become receivable.

Grants related to income are presented under other income in the statement of profit and loss except for grants received in the form of rebate or exemption which are deducted in reporting the related expense.

The benefit of a government loan at a below-market rate of interest is treated as a government grant, measured as the difference between proceeds received and the fair value of the loan based on prevailing market interest rates.

3.21. Tax Expenses

Tax expense for the year comprises current and deferred tax.

Current tax :

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the statement of profit and loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Company's liability for current tax is calculated using tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amount of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit. Deferred tax assets and liabilities are calculated at the tax rates that are expected to



apply in the period in which the asset is realized or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax assets and liabilities are offset to the extent that they relate to taxes levied by the same tax authority and there are legally enforceable rights to set off current tax assets and current tax liabilities within that jurisdiction.

The carrying amount of deferred tax asset is reviewed at the end of each reporting period and adjusted to the extent it has become probable that sufficient taxable profits will be available to allow the asset to be recovered.

3.22. Revenue recognition and Other income

Revenue recognition policy:

Revenue is recognized at an amount that reflects the consideration to which a Company expects to be entitled in exchange for transferring goods or services to a customer. Ind AS 115 requires entities to exercise judgement, taking into consideration all of the relevant facts and circumstances when applying each step of the model to contracts with their customers. The standard also specifies the accounting for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract.

Revenue from contracts with customers

Revenue from contracts with customers is recognized when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company has generally concluded that it is the principal in its revenue arrangements because it typically controls the goods or services before transferring them to the customer as in the line with requirement of Ind AS 115.

Dividend

Dividend income from investments is recognized when the right to receive the dividend is established.

Interest

Interest income from a financial asset is recognized when it is probable that the economic benefits will flow to the Company and the amount of income can be measured reliably. Interest income is accrued on a time proportion basis, by reference to the principal outstanding and effective interest rate.

Insurance

Insurance claim are accounted for in the year of realization.

3.23. Exceptional items

Exceptional items are items of income and expenses within profit or loss from ordinary activities but of such size, nature or incidence whose disclosure is felt necessary for better explanation of the performance of the Company.



3.24. Restatement of material error / omissions

Prior period income/expenses and prepaid expenses of items not exceeding Rs.2.00 lakh in each case are charged to natural head of accounts in the current year.

Previous year figure has been regrouped/re-arranged wherever it is necessary.

4. Critical accounting judgments and key sources of estimation uncertainty

In the application of the Company's accounting policies, which are described in Note-2, the management of the Company is required to make judgments, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised.

Critical judgments in applying accounting policies:

The following are the critical judgements, apart from those involving estimations (see point ii below), that the management have made in the process of applying the Company's accounting policies and that have the most significant effect on the amounts recognized in the financial statements

i. Financial assets at amortized cost:

The management has reviewed the Company's financial assets at amortized cost in the light of its business model and have confirmed the Company's positive intention and ability to hold these financial assets to collect contractual cash flows.

ii. Key sources of estimation uncertainty:

The following are the key assumptions concerning the future, and other key sources of estimation of uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year

a. Impairment of investments

The Company reviews its carrying value of investments carried at amortized cost annually, or more frequently when there is indication for impairment. If the recoverable amount is less than its carrying amount, the impairment loss is accounted for.

b. Provisions

Provisions (excluding retirement benefits and compensated absences) are not discounted to its present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date adjusted to reflect the current best estimates.

c. Contingent liabilities



Contingent liabilities arising from past events the existence of which would be confirmed only on occurrence or non-occurrence of one or more future uncertain events not wholly within the control of the Company or contingent liabilities where there is a present obligations but it is not probable that economic benefits would be required to settle the obligations are disclosed in the financial statements unless the possibility of any outflow in settlement is remote

d. Fair value measurements and valuation processes:

For financial reporting purposes, fair value measurements are categorized into Level 1, 2 or 3 based on the degree to which the inputs to the fair value measurements are observable and the significance of the inputs to the fair value measurement in its entirety, which are described as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company can access at the measurement date;
- Level 2 inputs are inputs, other than quoted prices included within Level 1, that are observable for the asset or liability, either directly or indirectly; and
- Level 3 inputs are unobservable inputs for the asset or liability.



Odisha Coal and Power Limited
Notes forming part of the financial statements

5. Property, Plant & Equipment.

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Carrying amounts of :		
Freehold Land	110.68	110.68
Buildings	13,135.89	11,289.61
Road, bridge and culverts	4,944.59	5,068.10
Furniture & Fixtures	224.96	110.04
Vehicle	0.29	0.91
Plant & Machinery (CHP)	46,320.10	41,562.84
Office and other Equipments	384.31	252.36
Power supply, Transmission line & Substations	2,347.41	-
Total	67,468.24	58,394.55

(Rupees in Lakhs)

Particulars	Freehold Land	Building, Sheds & others	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery	Power supply, Transmission line & Substations	Total
Cost									
Balance as at April 1, 2022	110.68	11,429.76	5,104.61	162.08	5.73	420.47	41,579.75	-	58,813.09
Additions	-	2,423.08	273.22	132.91	-	183.74	6,532.93	2,581.94	12,127.83
Disposals	-	-	-	-	-	-	-	-	-
Balance as at March 31, 2023	110.68	13,852.84	5,377.84	295.00	5.73	604.22	48,112.68	2,581.94	70,940.92

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery	Power supply, Transmission line & Substations	Total
Accumulated depreciation and impairment									
Balance as at April 1, 2022	-	140.15	36.52	52.04	4.82	168.11	16.91	-	418.54
Elimination on disposals of assets	-	-	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	576.81	396.74	17.99	0.62	51.80	1,775.66	234.53	3,054.14
Balance as at March 31, 2023	-	716.95	433.25	70.04	5.44	219.91	1,792.57	234.53	3,472.69

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery	Power supply, Transmission line & Substations	Total
Carrying amount									
Balance as at April 1, 2022	110.68	11,289.61	5,068.10	110.04	0.91	252.36	41,562.84	-	58,394.55
Additions	-	2,423.08	273.22	132.91	-	183.74	6,532.93	2,581.94	12,127.83
Disposals	-	-	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	576.81	396.74	17.99	0.62	51.80	1,775.66	234.53	3,054.14
Balance as at March 31, 2023	110.68	13,135.89	4,944.59	224.96	0.29	384.31	46,320.10	2,347.41	67,468.24

(i) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present, future immovable properties. For details refer Note-20.

(ii) At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that any asset may be impaired and did not recognise any impairment charge during the year ended March 31, 2023.



Odisha Coal and Power Limited

Notes forming part of the financial statements

6. Right-of-Use Assets (ROU)

Particulars	Category of 'ROU' Assets			Total
	Leasehold land	Building	Others	
Cost as at April 1, 2022	58,362.26	-	-	58,362.26
Addition:	82.27	-	-	82.27
Deletion:	-	-	-	-
Balance as at March 31, 2023	58,444.53	-	-	58,444.53
Accumulated depreciation or amortization				
Balance as at April 1, 2022	4,324.10	-	-	
Depreciation & amortisation for the period	2,086.27	-	-	
Total amortization as at March 31, 2023	6,410.37	-	-	
Carrying amount as on April 1, 2022	54,038.17			
Additions/deletion:	82.27			
Depreciation/amortization during the year	2,086.27			
Carrying amount as at March 31, 2023	52,034.16	-	-	52,034.16

i) 'ROU' includes development cost on lease land and rehabilitation & resettlement expenses of the project displaced families.

ii) 'The lease land of the company is generally acquired through Odisha Industrial development corporation (IDCO) as per the prescribed procedure in this regard.'ROU" includes the cost of Govt. land and private land on which physical possession has been obtained from IDCO and amortized it over a period of 30 years. The company recognises the registration cost or any other documentation charges in the year when it is incurred, upon registration of lease agreement with IDCO in respect of the aforesaid land and amortized over the remaining period of useful life.

iii) The cost of 'ROU' also includes the expenditure incurred towards rehabilitation & resettlement, registration cost of leasehold land, cost of tree felling, cost of R&R colony construction, present value of future obligation towards annuity payable for project displaced families and all other expenditures which are directly attributable in acquisition/development of the land.



Odisha Coal and Power Limited

Notes forming part of the financial statements

7. Capital work-in Progress:

Details of Capital Work In Progress are as follows:

(Rupees in Lakhs)

Particulars	As at March 31, 2022	Addition/ (Capitalised) during the year	As at March 31, 2023
Construction of Mine Township complex	10,412.13	4,614.04	15,026.17
Construction of Water Pipe-line	7,894.85	334.59	8,229.44
132 KV Bays Extension	1,520.09	299.91	1,819.99
Power, Supply & Lightings	5,192.06	(3,692.49)	1,499.57
Road and Bridges	-	353.40	353.40
Office Interior and furnishing	-	419.46	419.46
Consultancy for Dip-side Manoharpur coal block	-	33.72	33.72
Others	-	96.89	96.89
Total	25,019.12	2,459.53	27,478.65

i) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present & future immovable properties. For details refer note-20.

ii) At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that CWIP may be impaired and did not recognise any impairment charge during the year ended March 31, 2023.

iii) Additional Regulatory Information:

CWIP Ageing schedule

(Amount in lakhs)

CWIP	As at March 31, 2023				Total
	Amount in CWIP for a period of				
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
Projects in progress	903.48	-	1,499.57	25,075.60	27,478.65
Projects temporarily suspended	-	-	-	-	-

Details of CWIP whose completion is overdue is exhibited below.

(Amount in lakhs)

CWIP	As at March 31, 2023				Total
	To be completed in				
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
Projects in progress	27,478.65	-	-	-	27,478.65
Projects temporarily suspended	-	-	-	-	-



Odisha Coal and Power Limited
Notes forming part of the financial statements

8. Other Intangible assets

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Carrying amounts of :		
Software	4.95	5.09
Mining lease right	1,437.41	1,497.04
Exploration for evaluation of Mineral Resources	11,994.83	12,499.98
Right to use Forest land	2,501.09	2,604.85
Total	15,938.27	16,606.95

(Rupees in Lakhs)

Particulars	Softwares	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Total
Cost					
Balance as at April 1, 2022	105.83	1,789.00	3,112.86	12,749.59	17,757.27
Additions	-	-	-	(6.17)	(6.17)
Disposals	-	-	-	-	-
Balance as at March 31, 2023	105.83	1,789.00	3,112.86	12,743.41	17,751.10

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Total
Accumulated depreciation and impairment					
Balance as at April 1, 2022	100.74	291.96	508.01	249.61	1,150.32
Elimination on disposals of assets	-	-	-	-	-
Depreciation & amortisation for the period	0.14	59.63	103.76	498.98	662.51
Balance as at March 31, 2023	100.88	351.59	611.77	748.59	1,812.83

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Total
Carrying amount					
Balance as at April 1, 2022	5.09	1,497.04	2,604.85	12,499.98	16,606.95
Additions	-	-	-	(6.17)	(6.17)
Disposals	-	-	-	-	-
Depreciation & amortisation for the year	0.14	59.63	103.76	498.98	662.51
Balance as at March 31, 2023	4.95	1,437.41	2,501.09	11,994.83	15,938.27

i) 'The right to use Forest land under intangible asset represents the amount deposited with MOEF (and other directly attributable expenditure) towards forest diversion as approved under stage-II forest clearance to use the forest at coal bearing area. The total capitalized forest diversion consists of 495.35 acre out of which the company is in possession of 491.27 acre and the balance 4.08 acre is in subjudice at Hon'ble Highcourt of Odisha, the possession of which is yet to be obtained.

ii) Software renewal and annual maintainance charges are charged to revenue.



Odisha Coal and Power Limited

Notes forming part of the financial statements

9. Loans- Non current

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
a) Security Deposits		
- Secured, considered good	-	-
- Unsecured, considered good	240.19	238.71
- Doubtful	-	-
Less : Allowance for bad and doubtful advances	-	-
b) Loans to related parties		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances	-	-
c) Loans to employees		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances	-	-
Total	240.19	238.71

10. Other Financial assets- Non current

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
a) Balances with Bank		
(i) In Deposit Account:		
Mine Closure ESCROW	2,239.77	1,682.78
b) Balances with Bank in Deposits with maturity more than 12 month'-		
(i) Un restricted balances with Banks in Deposit account	22,499.01	-
(ii) Deposits held as Margin money	5,196.60	-
Total	29,935.39	1,682.78

i) **Mine Closure Escrow deposit:** The balances with banks under "Mine closure escrow deposit" represents the annual mine closure cost deposited in Escrow account as per the approved Mine closure plan and guidelines of MoC, GoI for preparation of mine closure.

ii) The deposit in Escrow has been made in the form of fixed deposit for a period less than 5 years, the withdrawal from which is subject to the terms & conditions of the Escrow agreement executed between Union Bank of India (being the Escrow agent), OCPL, and the Coal Controller's Organisation, MoC.

iii) The above includes interest accrued on deposits for Rs.80.79 lakh (March'22: Rs.53.15 lakh) during the reporting period.

iv) Deposits held as Margin money represents cash margin maintained at various banks for more than 12 month for issuance of bank guarantees submitted to MoC and other Govt. authorities.



Odisha Coal and Power Limited

Notes forming part of the financial statements

11. Other non-current assets

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Capital Advances:		
a) Advance against acquisitions of Land & Building.	2,081.93	1,661.24
Advance to contractors	-	-
Others	129.70	174.62
TOTAL	2,211.64	1,835.86

i) 'Capital advance represents the advance paid towards acquisition of leasehold Govt./private Land (including land development expenses) on which lease deed execution with IDCO is yet to be obtained. Pending the allotment, possession and leasing procedure from IDCO, the same has not been capitalized as on the reporting date. It also includes NPV paid on forest diversion of 5.777 hac land for 33KV transmission line on which stage-II clearance is yet to be obtained from MoEF.

ii) Advance against acquisition of land and building includes advance of Rs.1000 lakh paid to OPTCL towards purchase of building at Shakti Bhawan.

iii) The amount of advance to the extent recoverable within 12 month from the balance sheet date has been classified under other current Assets and recoverable for a period more than 12 months from the balance sheet date has been classified as Non-current.

iv) Other asset represents prepaid expenses towards BG commision, statutory fees and etc. relating to FY.2024-25.



Odisha Coal and Power Limited
Notes forming part of the financial statements

12. Inventories

(Rupees in Lakh)

Particulars	As at March 31, 2023	As at March 31, 2022
i) Finished goods		
Stock of Coal	1,179.31	2,535.46
Less: Provision	-	-
ii) Stock in transit	-	-
Less: Provision	-	-
Total	1,179.31	2,535.46

i) Inventories have been valued at lower of Cost or Net realizable value.

13. Trade receivables-Current

(Rupees in Lakh)

Particulars	As at March 31, 2023	As at March 31, 2022
Trade receivables		
(a) Secured, considered good	-	-
(b) Un-secured, considered good	10,731.42	7,906.99
(c) Doubtful	-	-
Less: Allowance for credit loss	-	-
Total	10,731.42	7,906.99

i) Trade receivables are dues in respect of sale of coal to Mahanadi Coal Fields Limited & Odisha Power Generation Corporation Ltd. only.

ii) Trade receivable are realisable within 12 months from the balance sheet date and classified as current.

iii) No trade receivables are due from directors nor from any firm/private company in which any director is a partner, a director or member.

iv) The trade receivable ageing schedule as on the reporting date is as follows.

Particulars	As at March 31, 2023					Total
	Less than 6 months	6 months - 1 year	1-2 years	2-3 years	More than 3	
(i) Undisputed Trade Receivable considered goods	10,506.07	225.35	-	-	-	10,731.42
(ii) Undisputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables- credit impaired	-	-	-	-	-	-
(iv) Disputed Trade Receivables - considered goods	-	-	-	-	-	-
(v) Disputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables- credit impaired	-	-	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

14. Cash and Cash Equivalents

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Balances with banks		
(1) Unrestricted Balance with banks		
(i) Current Accounts	141.50	7,897.31
(ii) Deposits with original maturity upto three months	5,025.24	14,600.00
Cash and cash equivalents as per balance sheet	5,166.74	22,497.31
(1) Deposits having maturity period of more than three months but less than 12 month	15,331.01	47.16
(2) Earmarked Balances with banks		
(i) Current Accounts	-	-
(ii) Deposit Accounts	1,273.01	1,120.36
(iii) In deposits held as Margin money	1,508.42	
Total	18,112.44	1,167.51
Total Cash and Cash Equivalents	23,279.18	23,664.83

i) The cash and bank balances are denominated and held in Indian rupees.

ii) The earmarked balance in deposit account represents the fund earmarked in separate accounts in the form of short term deposits as per the Arbitration Tribunal order in the case of BGR Mining Vs. OCPL.

iii) Deposits held as Margin money represents the cash margin maintained at Canara Bank for issuance of performance bank guarantee submitted to Nominated Authority, MoC.

15. Others

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Interest accrued on loans and deposits	1,559.86	41.67
Other receivables	1,425.99	10.46
TOTAL	2,985.84	52.13

i) Interest accrued on loans and deposits primarily relates to Term Deposits.

ii) Other receivable includes Rs.1342.96 lakh as GST on Coal reserve price receivable from the 'EUP'.



Odisha Coal and Power Limited

Notes forming part of the financial statements

16. Current tax assets and liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Current tax assets		
Income Tax TDS/TCS receivables	1,635.26	488.88
Advance Tax (current year)	24,195.27	1,200.00
TOTAL	25,830.54	1,688.88
Current tax liabilities		
Provision for Income Tax (current year)	26,464.21	2,905.61
TOTAL	633.68	1,216.73

17. Other Current assets

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Advances to employees	0.25	0.05
Advances to contractor & suppliers	668.78	5,369.34
Advance duties	80.52	793.75
Tax receivables (GST Input Credit)	10,192.19	11,086.19
Others	161.77	170.36
TOTAL	11,103.51	17,419.69

i) Advance to contractor/ suppliers represents the mobilization & other advances paid for capital works as well as for services and are expected to be realizable or recoverable within 12 months from the balance sheet date.

ii) Advance duties indicates the amount paid in advance towards Royalty, NMET & DMF , for the quantity of

coal which has not been dispatched/invoiced and is subject to reconciliation with Govt. authorities.

iii) Other assets represents, prepaid amount towards Insurance premium, statutory fees, guarantee commission, and others for the period relating to financial year 2023-24.



Odisha Coal and Power Limited
Notes forming part of the financial statements

18. Equity Share Capital

Particulars	(Rupees in Lakhs)	
	As at March 31, 2023	As at March 31, 2022
Equity Share Capital	42,595.00	42,595.00
TOTAL	42,595.00	42,595.00
Authorised Share Capital		
750,000,000 nos. of equity shares of Rs.10/- each (Previous Year: 750,000,000 nos. of equity shares of Rs.10/- each)	75,000.00	75,000.00
Issued and Subscribed capital comprises :		
425,950,000 nos. of equity shares of Rs.10/- each (Previous year: 386,000,000 nos. of equity shares of Rs.10/- each)	42,595.00	42,595.00
Total	42,595.00	42,595.00

Notes

- (i) The movement in subscribed and paid up share capital is set out below:

	As at March 31, 2023		As at March 31, 2022	
	No. of shares	Rs. Lakhs	No. of shares	Rs. Lakhs
Ordinary shares of Rs.10 each				
At beginning of the year	42,59,50,000	42,595.00	38,60,00,000	38,600.00
Shares allotted during the year	-	-	3,99,50,000	3,995.00
	42,59,50,000	42,595.00	42,59,50,000	42,595.00

Shares in the company held by each shareholder holding more than 5% shares:

Name of Shareholder (Promoter)	As at March 31, 2023			As at March 31, 2022		
	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	% change during the year	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	% change during the year
Odisha Power Generation Corporation Limited	21,72,34,500	51.00%	-	21,72,34,500	51.00%	-
Odisha Hydro Power Corporation Limited	-	-	49%	20,87,15,500	49.00%	-
Governor of Odisha, represented by Govt. of Odisha	20,87,15,500	49.00%	49%	-	-	-

- (ii) The company has only one class of shares referred to as 'Equity Shares' having a par value of Rs.10/- each. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Corporation, the holders of equity shares will be entitled to receive any of the remaining assets of the corporation, after distribution of all preferential amounts. However, no such preferential amounts exist currently. The distribution will be in proportion to the number of equity shares held by the shareholders.

- (iii) The company has allotted right issue of equity shares for Rs. Nil (March'22: Rs.3,995 lakh) during the period under reporting.

(iv)

Pursuant to execution of Share Purchase Agreement (SPA) on dated 26-12-2022 and transfer of purchase consideration to OHPC by Govt. of Odisha on 30-12-2022, the Governor of Odisha represented by Govt. of Odisha becomes the Shareholder with 49% of Equity (20,87,15,500 nos. of Equity share @ a face value of Rs.10/- each).



Odisha Coal and Power Limited

Notes forming part of the financial statements

19. Other equity

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Share Application Money Pending allotment	-	-
Retained earnings	80,919.74	14,547.99
Total	80,919.74	14,547.99

(i) Retained Earnings

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Balance at the beginning of the period	14,547.99	(1,241.71)
Profit (Loss) attributable to owners of the Company	80,747.29	15,789.70
Dividend paid for the year 2021-22	(4,375.53)	-
Interim dividend for the FY.2022-23	(10,000.00)	-
Balance at the end of the period	80,919.74	14,547.99

Dividend paid:

a) Pursuant to the approval of the Shareholders in the 7th Annual General Meeting of the Company held on 22-11-2022 and on recommendation of the Board, the Company has distributed Dividend for the FY.2021-22 @ 30% of the distributable profit in proportion to the shareholding. The company has distributed Rs.4,375.53 lakh dividend for the FY.2021-22 (Rs.2,231.52 lakh to OPGC and Rs.2,144.01 lakh to OHPC) on 21-12-2022.

b) The Board in its 61st meeting held on 30-12-2022 has declared interim dividend for the FY.2022-23 for Rs.10,000 lakh to be distributed in proportion to the shareholding i.e 51:49. The Interim dividend has been distributed on 30-01-2023 by Rs.5,100 lakh and Rs.4,900 lakh to OPGC & OHPC respectively.



Odisha Coal and Power Limited

Notes forming part of the financial statements

20. Borrowings - Non-current

(Rupees in Lakhs)		
Particulars	As at March 31, 2023	As at March 31, 2022
Secured borrowings - at amortised cost		
Union Bank of India (UBI)	18,931.01	42,257.81
Punjab National Bank (PNB)	27,382.04	45,519.20
Rural Electrification Corporation Limited (REC Ltd)	22,932.47	23,999.03
Total	69,245.52	1,11,776.03

- (i) Term loan of Rs.50,000 lakhs, Rs.53,600 lakhs and Rs.57,130 lakh was sanctioned from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd respectively for development of Manoharpur Coal Mine at Sundargarh district. Subsequently, the sanctioned term loan from REC has been revised to Rs.27,530 lakh and a fresh sanction of Rs.29,600 lakh has been obtained from Punjab National Bank by way of carv-out from the term loan of Rs.57,130 lakh sanctioned initially from REC Ltd..

(ii) **Security:**

The term loans including interest and other charges have been secured by way of pari-passu basis through equitable mortgage by way of hypothecation of all tangibles, movable plants/machinery/other assets, both present and future including Book Debts and immovable property situated at Manoharpur or other places along with Building in favour of the lenders.

(iii) **Repayment:**

- a) The term loan from UBI has been facilitated for a period of 18 years (including 3 years of moratorium from the month of first disbursement) with 15 years of repayment period. The repayment shall be in 60 quarterly installment after the moratorium period. The repayment of loan from UBI has commenced w.e.f Nov'2020.
- b) The term loan from PNB shall be repaid in 60 quarterly installments starting from 3 year after the first disbursement. Interest after the moratorium period is to be paid as and when charged to the account in respect of each of the above loan. The repayment of loan from PNB has commenced w.e.f Dec'2020.
- c) The loan from REC has been sanctioned with a moratorium period of 3 years and shall be repaid in 180 equal monthly installments. The loan obtained from REC is under moratorium period as on the reporting date. The repayment shall commence w.e.f August 2023.

(iv) **Interest:**

- a) Interest on term loan obtained from UBI is currently served @ 7.35% p.a. The interest is to be reset after one year from the first disbursal and shall be applied for the following months.
- b) The interest is served on monthly rest and calculated on daily reduction balance basis.
- c) Interest on term loan obtained from PNB is currently served @ 8.10% p.a which is 1 year MCLR rate. The interest is to be reset after 1 year from the first disbursal and so on.
- d) The term loan from REC carries an interest rate of 9.40% p.a. compounded monthly.
- e) The maturity profile of the borrowing (including interest) is as follows.

Contractual Maturities	As at March 31, 2023	As at March 31, 2022
Not later than 1 year or payable on demand	14,835.45	10,200.88
Later than 1 year not later than 5 years	66,623.51	78,309.92
Later than 5 years	45,169.26	91,948.37
Total repayable	1,26,628.22	1,80,459.17

21. Other financial liability- Non current

(Rupees in Lakhs)		
Particulars	As at March 31, 2023	As at March 31, 2022
Security deposits received	1.98	1.98
Total	1.98	1.98

The deposits are non interest bearing and refundable in nature.



Odisha Coal and Power Limited

Notes forming part of the financial statements

22. Provisions - Non-current

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Provision for employee benefits:		
-towards Gratuity	50.51	30.27
- towards leave encashment/EL	71.63	45.45
Provision for lease liability	863.38	955.97
Total	985.51	1,031.68

A.

- i) The provision for employee benefit indicates the provision made of Gratuity & EL of the employees under OCPL role, based on the actuary valuation. The liability towards Gratuity and other employee benefits of OPGC deputed employees have been included in note- 26 as 'Payable to related party'.
- ii) The company has recognised the provision for employee benefit based on actuary valuation made during the year 2022-23 and the same is unfunded as on the reporting date.
- iii) The following table sets out the amounts recognized in the financial statements for gratuity plans in respect of the Company.

(Rupees in Lakh)

Change in defined benefit obligations:	Gratuity	Leave Encashment
	As at March'2023	
(a) Present value of obligation as at the beginning of the year	30.33	47.02
(b) Current service cost	19.64	25.91
(c) Interest cost	2.20	3.41
(d) Remeasurement (gains)/losses	(1.56)	(0.67)
(e) Benefits paid	-	-
Obligation as at the end of the year	50.61	75.67

(Rupees in Lakh)

Change in plan assets:	Gratuity	Leave Encashment
	As at March'2023	
(a) Fair value of plan assets as at beginning of the year	-	-
(b) Interest income	-	-
(c) Remeasurement gains/(losses)	-	-
(d) Employers' Contributions	-	-
(e) Benefits paid	-	-
Fair value of plan assets as at end of the year	-	-



(Rupees in Lakh)

Amount recognised in the balance sheet consists of:	Gratuity	Leave Encashment
	As at March'2023	
(a) Fair value of plan assets as at end of the year	-	-
(b) Present value of obligation as at the end of the year	50.61	75.67
(c) Un-funded (liability) recognised in the balance sheet	(50.61)	(75.67)

(Rupees in Lakh)

Costs recognised in the statement of profit and loss consist of:	Gratuity	Leave Encashment
	As at March'2023	
(a) Current service cost	19.64	25.91
(b) Net interest expense/(income)	2.20	3.41
© Net actuarial (gain)/loss	(1.56)	(0.67)
Costs recognised in the statement of profit and loss:	20.28	28.65

iv) The assumptions used in accounting for retiring gratuity & leave encashment are set out below:

Particulars	Year ended March 31,2023	Year ended March 31,2022
(a) Discount rate (%)	7.36	7.26
(b) Rate of escalation in salary (%)	7.79	7.79

v) The table below outlines the effect on defined benefit obligation i.e Gratuity & Leave encashment in the event of a decrease/increase of 0.50 % in the assumed rate of discount rate and salary escalation rate.

As at March 31, 2023

Assumption	Change in assumption	Impact on scheme liabilities
Discount rate	Increase by 0.50%,	(7.84)
	Decrease by 0.50%	8.63
Salary escalation	Increase by 0.50%,	8.53
	Decrease by 0.50%	(7.85)

iii) Mortality & Morbidity rates - 100% of IALM (2012-14) rates have been assumed which also includes the allowance for disability benefits.

iv) Valuations are based on certain assumptions, which are dynamic in nature and vary over time. As such company is exposed to various risks as follow -

a) Salary Increases- Actual salary increases will increase the Plan's liability. Increase in salary increase rate assumption in future valuations will also increase the liability.

b) Investment Risk – If Plan is funded then assets liabilities mismatch & actual investment return on assets lower than the discount rate assumed at the last valuation date can impact the liability.

c) Discount Rate : Reduction in discount rate in subsequent valuations can increase the plan's liability.

d) Mortality & disability – Actual deaths & disability cases proving lower or higher than assumed in the valuation can impact the liabilities.

e) Withdrawals – Actual withdrawals proving higher or lower than assumed withdrawals and change of withdrawal rates at subsequent valuations can impact Plan's liability.

B. Provision for lease liability indicates the present value of future obligation towards payment of annuity to PDF's of village Ghumudasan.



Odisha Coal and Power Limited

Notes forming part of the financial statements

23. Deferred tax balances

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Deferred Tax Assets	31.78	19.46
Less : Deferred Tax Liabilities	4,638.20	2,548.17
Net Defer Tax Asset/ (Liability)	(4,606.42)	(2,528.71)

(i) Significant component of deferred tax assets and liabilities for the period ended March 31, 2023 is as follows:

(Rupees in Lakhs)

	Opening balance as at April 1, 2022	Deferred tax (expense)/income recognised in profit and loss	Deferred tax expense/ (income) recognised in OCI	Deferred tax expense/ (income) recognised in other equity	Closing balance as at March 31, 2023
Deferred tax assets					
Provisions	19.46	12.32	-	-	31.78
Total	19.46	12.32	-	-	31.78
Deferred tax liabilities					
Property, plant and equipment	(1,062.73)	(1,591.97)	-	-	(2,654.70)
Intangible assets	(1,485.44)	(498.07)	-	-	(1,983.51)
Total	(2,548.17)	(2,090.03)	-	-	(4,638.20)
Net Deferred tax assets/(liabilities)	(2,528.71)	(2,077.71)	-	-	(4,606.42)

Significant component of deferred tax assets and liabilities for the year ended March 31, 2022 is as follows:

(Rupees in Lakhs)

	Opening balance as at April 1, 2021	Deferred tax expense/(income) recognised in profit and loss	Deferred tax expense/ (income) recognised in OCI	Deferred tax expense/ (income) recognised in other equity	Closing balance as at March 31, 2022
Deferred tax assets					
Provisions	11.55	7.91	-	-	19.46
Total	11.55	7.91	-	-	19.46
Deferred tax liabilities					
Property, plant and equipment	(85.02)	(977.71)	-	-	(1,062.73)
Intangible assets	(754.14)	(731.30)	-	-	(1,485.44)
Total	(839.16)	(1,709.01)	-	-	(2,548.17)
Net Deferred tax assets/(liabilities)	(827.61)	(1,701.10)	-	-	(2,528.71)

(ii) The company has recognized deferred taxes at the tax rate of 25.17% i.e concessional rate of income tax u/s. 115BAA (March 31, 2022: 27.82%) as per the Income Tax Act, 1961 and as applicable to the entity on estimated basis.



Odisha Coal and Power Limited

Notes forming part of the financial statements

24. Borrowings - Current

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Current maturities of non-current borrowings		
From commercial banks/FI's - Secured:		
i) Union Bank of India (UBI)	9,333.32	3,333.33
ii) Punjab National Bank (PNB)	7,573.32	3,573.33
iii) Rural Electrification Corporation Limited (REC Ltd)	1,066.56	-
Un-secured borrowings- at amortized cost	-	-
Total	17,973.20	6,906.66

i) Details with regard to rate of interest, repayment terms and security of Current maturities of non-current borrowings as indicated above is disclosed vide note-20.

ii) The company has obtained a sanction of working capital loan for Rs.5,000 lakh from Union Bank of India primarily secured on book debt & stock and the outstanding as on March'23 stands Nil. The quarterly returns (QPR) and stock statements filled with the Banks are in agreement with the books of account.

iii) The company has made pre-payment of Rs.21,942.20 lakh against the term loan taken from Union Bank of India and Punjab National Bank during the current financial year. Further, the company has made a pre-payment of term loan for Rs.10,000 lakh in favour of UBI and PNB in the ratio of 60:40 respectively in April'2023.

25. Trade payables

(Rupees in Lakhs)

Particulars	As at March 31, 2023	As at March 31, 2022
Trade payable for goods and services:		
Total outstanding dues of		
-Micro and small enterprises	-	-
-Creditors other than micro and small enterprises	6,716.31	7,247.52
Total	6,716.31	7,247.52

i) The trade payable primarily consists of dues to mine operator and coal transporting agency.

ii) The disclosures relating to Micro and Small Enterprises as defined in the "The Micro, Small and Medium Enterprises Development Act, 2006" are as under. This has been determined to the extent such parties have been identified on the basis of information available with the Company.

(Rupees in Lakhs)

Description	As at March 31, 2023	As at March 31, 2022
i. The principal amount remaining unpaid to supplier as at the end of the year	-	-
ii. The interest due thereon remaining unpaid to supplier as at the end of the year	-	-
iii. The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under this Act	-	-
iv. The amount of interest accrued during the year and remaining unpaid at the end of the year	-	-

iii) Additional Regulatory Information:

Trade payable ageing schedule	As at March 31, 2023			
Particulars	Less than 1 year	1-2 years	2-3 years	> 3 years
(i) MSME	-	-	-	-
(ii) Others	6,716.31	-	-	-
(iii) Disputed dues- MSME	-	-	-	-
(iv) Disputed dues- Others	-	-	-	-

Trade payable ageing schedule	As at March 31, 2022			
Particulars	Less than 1 year	1-2 years	2-3 years	> 3 years
(i) MSME	-	-	-	-
(ii) Others	7,247.52	-	-	-
(iii) Disputed dues- MSME	-	-	-	-
(iv) Disputed dues- Others	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

26. Other Financial Liabilities

(Rupees in Lakhs)		
Particulars	As at March 31, 2023	As at March 31, 2022
Capital Creditors	2,577.92	2914.13
Payable to related party	27.90	140.83
Security & Retention money deposits	2,075.61	1,846.98
Other payable for goods and services	895.20	139.03
Total	5,576.62	5,040.98

- (i) Payable to related party indicates the amount payable to OPGC towards reimbursement of Gratuity, Leave pay, one time pension, & terminal TA of employees deputed to the company and other administrative expenditures incurred by OPGC for the company. The amount payable towards post employment benefit of deputed employees is as per the actuary valuation done OPGC.

27. Provisions- Current

(Rupees in Lakhs)		
Particulars	As at March 31, 2023	As at March 31, 2022
Provision for employee benefit:		
-towards Gratuity	0.10	0.06
- towards leave encashment/EL	4.05	1.57
Provision for lease liability	74.82	61.51
	78.97	63.14

28. Other Current Liabilities

(Rupees in Lakhs)		
Particulars	As at March 31, 2023	As at March 31, 2022
Advance received from Customers	5,952.51	12,829.88
Statutory dues payable	9,300.34	3,608.94
	15,252.84	16,438.82

- (i) Advance received from customer primarily includes advances received in respect of e-auction of coal sales made against which coal supplies will be made in future.
- (ii) Statutory dues payables primarily includes liabilities towards royalty, income tax deducted at source,

BOCW cess, GST Cess, employer & employee contribution to CMPF and CMPS etc.



Odisha Coal and Power Limited
Notes forming part of the financial statements

29. Revenue from Operations

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
Sale of Coal (A)	2,58,973.22	1,14,084.90
Less: Other statutory levies		
Royalty (incl. Addl. Royalty)	27,515.42	9,476.93
National Minearal Exploration Trust	443.20	164.77
District Mineral Foundation	2,215.99	823.87
CGST	5,335.89	2,177.54
SGST	5,335.89	2,177.54
IGST	105.32	34.62
TCS	282.00	31.71
GST compensation cess	32,875.10	22,252.66
Total levies (B)	74,108.81	37,139.64
Sales- Net off statutory levies (A-B)	1,84,864.41	76,945.26
Less:		
<i>Transferred to Capital work in progress</i>	-	(24,569.52)
Total	1,84,864.41	52,375.74

i) The revenue from operation represents the revenue generated from sale of coal to Odisha Power Generation Corporation Ltd (OPGC) and to various customers from commercial sales through e-auction as on the reporting date.

ii) Revenue includes net sale of Coal to OPGC for Rs.77,113.54 lakh and E Auction of coal in commercial market for Rs. 1,07,750.87 lakhs for the period under reporting (March 31, 2022: Rs.49,664.45 lakh against coal sale to OPGC, Rs.8,447.72 lakh to MCL and Rs.18,833.08 lakh from commercial sale through e-auction).

iii) The input price determination in accordance with CERC guidelines for the FY.2022-23 is under process and the transfer price of coal sold to OPGC shall be true up in subsequent financial years as per the provisions of FSA.

30. Other Income

(Rupees in Lakhs)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
a) Interest Income		
i) Interest from Bank Deposits at amortised Cost	3,687.44	151.46
ii) Interest from Advances to contractors	195.96	308.71
iii) Interest on Tax refunds	1.18	3.66
b) Other Non-operating income:		
Sale of Tender Form	3.80	2.99
Penalty, LD & other recoveries	509.26	1,608.74
Miscl. Income	3.47	3.34
Total other income	4,401.10	2,078.91
<i>Less : amount included in the cost of qualifying assets</i>	-	(1,223.50)
Total	4,401.10	855.41



Odisha Coal and Power Limited

Notes forming part of the financial statements

31. Cost of mine operation/excavation.

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
Cost of mine operator	48,948.03	27,951.46
Statutory levy on coal production		
-Coal reserve price	9,582.98	5,251.37
-Others	82.87	58.80
Total:	58,613.88	33,261.63
<i>Less: Transferred to CWIP for allocation</i>	-	(8,821.65)
Total:	58,613.88	24,439.97

i) Coal reserve price indicates the statutory charges paid to Govt. of Odisha @Rs.100 per tonne of coal produced during the year or period under reporting. The said reserve price is subject to escalation on year to year basis as per the Allotment agreement and the price shall increased by the percentage increase of the Reference Index. However, the additional charges payable to Govt. on account of escalation on reserve price could neither be determined as on the reporting date nor any demand has been received from the MoC, for which necessary communication has been made to the Ministry.

ii) Others represents User fees paid to Govt. of Odisha in relation to coal excavation.

32. Change in inventories of finished goods/ work in progress and stock in trade.

(Rupees in Lakhs)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
i) Opening stock of coal	2,535.46	4,683.33
ii) Stock of coal up to COD	-	184.75
Change in inventory up to COD t/f to CWIP	-	4,498.58
iii) Closing stock of coal	1,179.31	2,535.46
Change in inventory of finished goods	1,356.15	(2,350.71)



Odisha Coal and Power Limited

Notes forming part of the financial statements

33. Employee Benefit Expense

(Rupees in Lakhs)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
Salaries, Wages & Allowances etc. (Including Variable pay)	1,047.33	955.14
Contribution to coal mine provident fund	61.41	25.89
Contribution to coal mine pension scheme	33.83	14.39
Contribution towards Gratuity	37.96	22.89
Leave encashment	43.98	23.07
Reimbursement Expenses to Employees	1.42	0.50
Other Staff Welfare expenses	51.04	8.09
Total	1,276.98	1,049.97
Less : Capitalised as preoperative expenses	-	(440.92)
Total	1,276.98	609.05

- (i) Employees working in the company are deputed from OPGC on secondment basis during the reporting period. In terms of arrangements with OPGC, the company liability towards gratuity, leave benefits (including compensated absences) etc. for the period of service rendered in the company w.r.t. the OPGC employees posted on secondment paid / payable is accounted on the basis of demand raised by OPGC based on liability determined by independent actuary appointed by OPGC.
- (ii) The Company has capitalised the employee benefit expenses till the date of COD as preoperative expenses and has been allocated to respective assets on proportionate basis. Refer Note-7 for details of the same.
- (iii) **Provident Fund:**
Company pays fixed contribution towards Provident Fund and Pension Fund at pre-determined rates to a separate trust named Coal Mines Provident Fund (CMPF). The contribution to the fund has been recognised as expense and charged to CWIP as "Expenditure during construction". The obligation of the Company is to make such fixed contribution and to ensure a minimum rate of return to the members as applicable to Coal Mines Provident Fund (CMPF).
- (iv) **Gratuity.**
Gratuity is maintained as a defined benefit retirement plan and is unfunded as at the balance sheet date. Every employee who has rendered continuous service of five years or more is entitled to gratuity at 15 days salary (15/26 X last drawn basic salary & dearness allowance as applicable) for each completed year of service or part thereof in excess of six months subject to a maximum of 20 months' salary on superannuation, resignation, termination, disablement or on death (5 years service is not applicable in case of death). The actuarial valuation has been made by actuary by taking into account the above policy. The liability is recognised in the balance sheet in respect of defined benefit gratuity plans is the present value of the defined benefit obligation at the end of the reporting period. The defined benefit obligation is calculated annually by actuaries using the projected unit credit method. Remeasurement gains and losses arising from experience adjustments and changes in actuarial assumptions are recognised in the period in which they occur, directly in other comprehensive income. The scheme is currently unfunded and are recognised on the basis of actuarial valuation.
- (v) **Leave:**
The Company provides for Earned Leave benefit (including compensated absences) to the employees of the Company which accrue annually @ 30 days subject to maximum credit of leave for 300 days. The liabilities for earned leave are expected to be settled after the retirement of employee. They are therefore measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. The benefits are discounted using the market yields at the end of the reporting period that have terms approximating to the terms of the related obligation. Re-measurements as a result of experience adjustments and changes in actuarial assumptions are recognised in other comprehensive income. The scheme is unfunded and are recognised on the basis of actuarial valuation.



Odisha Coal and Power Limited

Notes forming part of the financial statements

34. Finance Costs

(Rupees in Lakhs)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
(a) Interest Expense		
Interest on term loans obtained from Banks/FI's:		
i) Union Bank of India	2,724.48	3,426.95
ii) Punjab National Bank	3,129.43	3,669.20
iii) Rural Electrification Corporation Ltd.	2,259.76	2,401.19
(b) Interest on loan taken from related party	-	1.04
(c) Other Financing Cost		
Gurantee Commission	182.73	129.22
Other financing charges	7.81	12.06
Total Finance Cost	8,304.22	9,639.66
<i>Less : amount included in the cost of qualifying assets</i>	-	(4,900.41)
Total	8,304.22	4,739.25

35. Depreciation and amortization

(Rupees in Lakhs)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
i. Depreciation on property, plant and equipments	3,054.14	121.06
ii. Depreciation on Right of use assets	2,086.27	1,773.24
iii. Depreciation on other intangible assets	662.51	414.93
Total depreciation	5,802.92	2,309.23
<i>Less : amount included in the cost of qualifying assets as allocation</i>	-	(858.10)
Total	5,802.92	1,451.13

i) The details of depreciation is disclosed vide note-5, note-6 and note-8 respectively.

ii) Depreciation for the corresponding year has been retrospectively restated for the short charge of depreciation on Intangible asset for Rs.37.12 lakh as per the provisions of Ind As-8 "Accounting policy, change in accounting estimate and Errors".



Odisha Coal and Power Limited
Notes forming part of the financial statements

36. Other Expense

(Rupees in Lakhs)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
Audit fees & expenses	11.61	8.20
Statutory & filling fees	35.79	16.02
Professional, consultancy & legal fees	309.65	163.90
Training, Seminar & Conference Expenses	3.64	0.87
Office administrative expenses (Rent, elect., Watch & Ward etc)	252.83	120.58
Repair & Running expenses of vehicles	189.63	108.46
Corporate Social Responsibility (Ref. Note-41)	111.68	113.88
Rehabilitation & Resettlement expenses	407.02	156.16
EDP stationaries & maintainance	32.78	13.08
Rate, Cess & Taxes	161.55	106.98
Travelling expenses	22.25	6.65
Advertisement & Communication expenses	50.71	25.37
Sampling charges	384.82	197.89
Selling & distribution expenses	360.00	162.00
Contribution to CM Relief fund	2,000.00	1,000.00
Repair & Maintainance expenses	30.93	-
Insurance	4.40	0.56
Office maintainance & Misclleneous expenses	127.59	65.10
Technical studies, Testing & Survey	60.75	-
Enviornment & Safety	56.84	5.78
Ground Water charges	22.88	-
Total (A)	4,637.34	2,271.48
Tendering & Publicity Expenses	-	3.01
Bank Charges	-	-
Communication Expenses	-	10.81
Community Socio cultural activity Expenses	-	9.14
Consultancy & Professional Fees	-	80.07
Courier Charges	-	0.37
Electricity Charges	-	9.63
Environment & Safety related Expenses	-	1.02
Vehicle Hire and Fuel Charges	-	84.23
Repair & Maintainance	-	6.05
Insurance Charges	-	0.23
Legal & licence Fees	-	73.39
Project Meeting and Hospitality Expenses	-	-
Miscellaneous Expenses	-	1.80
Project Office and other maintenance Expenses	-	11.01
EDP and software maintainance	-	15.07
Periphery Development & CSR Expenses	-	116.42
Printing & Stationary Expenses	-	2.76
Rate, Cess & Taxes	-	76.07
Recruitment Expenses	-	3.76
Project office Rent Expenses	-	14.10
Watch & ward expenses	-	52.32
Transit House Expenses	-	43.06
R&R maintainance expenses	-	79.43
Travelling Expenses	-	10.01
Coal sampling charges	-	151.64
Other statutory fees	-	2.43
Total expenses prior to COD (B)	-	857.84
Total (A+B)	4,637.34	3,129.32
Less : Capitalised under preoperative expenses for allocation to assets (C)	-	857.84
Total (Net)	4,637.34	2,271.48



Odisha Coal and Power Limited

Notes forming part of the financial statements

37. Financial Instruments

- (i) **Capital Management :-** The Company's capital management is intended to create value for shareholders by facilitating the meeting of long term and short term goals of the Company.

The Company determines the amount of capital required on the basis of annual business plan, coupled with long term and short term strategic investing plan. The funding requirements are met through equity and other short term & long term borrowings. The Company's policy is aimed at combination of short term and long term borrowings.

The Company monitors the capital structure on the basis of net debt to equity ratio and maturity profile of the overall debt portfolio of the Company.

- (ii) **Disclosure on Financial Instruments**

This section gives an overview of the significance of financial instruments for the Company and provides additional information on balance sheet items that contain financial instruments.

The details of significant accounting policies, including the criteria for recognition, the basis of measurement and the basis on which income and expenses are recognized, in respect of each class of financial asset, financial liability and equity instrument are disclosed in note 3.13 to the financial statements.

- (a) **Financial assets and liabilities**

The following table presents the carrying amount and fair value of each category of financial assets & liabilities as at March 31, 2023.

(Rupees in Lakhs)

As at March 31, 2023	Amortised cost	Derivative instruments other than in hedging relationship	Equity instruments classified as fair value through other comprehensive income	Classified as fair value through statement of profit & loss	Total Carrying Value	Total Fair Value Financial assets
Financial assets						
Cash and bank balances	23,279.18	-	-	-	23,279.18	23,279.18
Loans	240.19	-	-	-	240.19	240.19
Trade receivables	10,731.42	-	-	-	10,731.42	10,731.42
Other financial assets	32,921.23	-	-	-	32,921.23	32,921.23
Total financial assets	67,172.02				67,172.02	67,172.02
Financial liabilities						
Borrowings	87,218.72	-	-	-	87,218.72	87,218.72
Other financial liabilities	5,576.62	-	-	-	5,576.62	5,576.62
Trade payable	6,716.31	-	-	-	6,716.31	6,716.31
Total financial liabilities	99,511.65				99,511.65	99,511.65

(Rupees in Lakhs)

As at March 31, 2022	Amortised cost	Derivative instruments other than in hedging relationship	Equity instruments classified as fair value through other comprehensive income	Classified as fair value through statement of profit & loss	Total Carrying Value	Total Fair Value Financial assets
Financial assets						
Cash and bank balances	23,664.83	-	-	-	23,664.83	23,664.83
Loans	238.71	-	-	-	238.71	238.71
Trade receivables	7,906.99	-	-	-	7,906.99	7,906.99
Other financial assets	1,734.91	-	-	-	1,734.91	1,734.91
Total financial assets	33,545.44				33,545.44	33,545.44
Financial liabilities						
Borrowings	1,18,682.69	-	-	-	1,18,682.69	1,18,682.69
Other financial liabilities	5,040.98	-	-	-	5,040.98	5,040.98
Trade payable	7,247.52	-	-	-	7,247.52	7,247.52
Total financial liabilities	1,30,971.19				1,30,971.19	1,30,971.19



- (b) The short-term financial assets and liabilities are stated at amortized cost which is approximately equal to their fair value.
- (c) Management uses its best judgment in estimating the fair value of its financial instruments. However, there are inherent limitations in any estimation technique. Therefore, for substantially all financial instruments, the fair value estimates presented above are not necessarily indicative of all the amounts that the Company could have realized or paid in sale transactions as of respective dates. As such, the fair value of the financial instruments subsequent to the respective reporting dates may be different from the amounts reported at each year end.
- (d) Financial instruments that are measured subsequent to initial recognition at fair value, grouped into Level 1 to Level 3, as described below:

Quoted prices in an active market (Level 1): This level of hierarchy includes financial assets that are measured by reference to quoted prices (unadjusted) in active markets for identical assets or liabilities. This category consists of investment in quoted equity shares, quoted corporate debt instruments and mutual fund investments.

Valuation techniques with observable inputs (Level 2): This level of hierarchy includes financial assets and liabilities, measured using inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices). This level of hierarchy includes Company's over-the-counter (OTC) derivative contracts.

Valuation techniques with significant unobservable inputs (Level 3): This level of hierarchy includes financial assets and liabilities measured using inputs that are not based on observable market data (unobservable inputs). Fair values are determined in whole or in part, using a valuation model based on assumptions that are neither supported by prices from observable current market transactions in the same instrument nor are they based on available market data. The main items in this category are investment in unquoted equity shares, measured at fair value.

(iii) The Company has not transferred any of its financial assets during the year.

(iv) Financial risk management

In the course of its business, the Company is exposed primarily to interest rates, liquidity and credit risk, which may adversely impact the fair value of its financial instruments.

The Company has a risk management policy which covers the risks associated with the financial assets and liabilities such as interest rate risks and credit risks. The risk management policy is approved by the Board of Directors. The risk management framework aims to:

- (a) **Market Risk** :- Market risk is the risk of any loss in future earnings, in realizable fair values or in future cash flows that may result from a change in the price of a financial instrument. The value of a financial instrument may change as a result of changes in the interest rates, foreign currency exchange rates, equity price fluctuations, liquidity and other market changes. Future specific market movements cannot be normally predicted with reasonable accuracy.
- (b) **Credit Risk** :- Credit risk is the risk of financial loss arising from counterparty failure to repay or service debt according to the contractual terms or obligations. Credit risk encompasses both the direct risk of default and the risk of deterioration of creditworthiness as well as concentration risks.
- (c) **Liquidity Risk**: Liquidity risk refers to the risk that the Company cannot meet its financial obligations. The objective of liquidity risk management is to maintain sufficient liquidity and ensure that funds are available for use as per requirements.
- (d) The following table shows a maturity analysis of the anticipated cash flows including interest payable for the Company's non derivative financial liabilities on an undiscounted basis, which therefore differ from both carrying value and fair value.

(Rupees in Lakhs)

	As at March 31, 2023				
	Carrying amount	Contractual cash flows	Less than 1 year	Between 1 - 5 years	More than 5 years
Non- derivative financial liabilities					
Borrowings including interest thereon	87,218.72	87,218.72	14,835.45	66,623.51	45,169.26
Other financial liabilities	5,576.62	5,576.62	5,576.62	-	-
Trade payable	6,716.31	6,716.31	6,716.31	-	-
Total non- derivative financial liabilities	99,511.65	99,511.65	27,128.38	66,623.51	45,169.26

(Rupees in Lakhs)

	As at March 31, 2022				
	Carrying amount	Contractual cash flows	Less than 1 year	Between 1 - 5 years	More than 5 years
Non- derivative financial liabilities					
Borrowings including interest thereon	1,18,682.69	1,18,682.69	10,200.88	78,309.92	91,948.37
Other financial liabilities	5,040.98	5,040.98	5,040.98	-	-
Trade payable	7,247.52	7,247.52	7,247.52	-	-
Total non- derivative financial liabilities	1,30,971.19	1,30,971.19	22,489.38	78,309.92	91,948.37



Odisha Coal and Power Limited

Notes forming part of the financial statements

38. Related party transactions:

OCPL is a State Public Sector Undertaking and a Joint venture of Govt. of Odisha & OPGC that is controlled, jointly controlled or significantly influenced by Govt. OPGC holds 51% ownership interest in the Company and balance 49% ownership interest is held by Govt. of Odisha who has significant influence over the Company. Pursuant to the execution of Share Purchase Agreement on 26-12-2022, the Govt. of Odisha acquired 49% in OCPL and transferred the purchase consideration to OHPC on 30-12-2022. The Company's related parties principally consist of OPGC and Government of Odisha. The Company routinely enters into transactions with these related parties in the ordinary course of business at market rates and terms.

(Rupees in Lakhs)

Nature of Transactions	OPGC	OHPC	Key Managerial Personnel (KMP)		Relatives of Key Management Personnel	Government of Odisha
			Sri. Sariputta Mishra Director & CEO	Sri. Ajaya Ku. Majhi Company Secretary		
Coal Reserve Price & others						
FY 2022-23	-	-	-	-	-	7,999.97
FY 2021-22	-	-	-	-	-	5,310.17
Finance provided						
FY 2022-23	-	-	-	-	-	-
FY 2021-22	2,037.45	1,957.55	-	-	-	-
Royalty, NMET & DMF						
FY 2022-23	-	-	-	-	-	27,939.64
FY 2021-22	-	-	-	-	-	11,089.36
Remuneration						
FY 2022-23	-	-	64.52	10.00	-	-
FY 2021-22	-	-	43.20	-	-	-
Guarantee outstanding						
FY 2022-23	13,455.51	12,927.85	-	-	-	-
FY 2021-22	16,819.39	16,159.81	-	-	-	-
Other payables (note-26)						
FY 2022-23	27.90	-	-	-	-	-
FY 2021-22	140.83	-	-	-	-	-
Dividend paid						
2022-23	7,331.52	7,044.01	-	-	-	-
2021-22	-	-	-	-	-	-
Sales (Gross)						
2022-23	114,768.30	-	-	-	-	-
2021-22	74,488.33	-	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

39. Earning per share (EPS)

The following table reflects the income and shares data used in the basic and diluted earnings per share computations.

(Rupees in Lakhs)		
Particulars	Year ended March 31, 2023	Year ended March 31, 2022
Profit or (Loss) after tax	80,747.29	15,789.70
Less: Amount to be paid for diluted portion (net of tax)	-	-
Profit or (Loss) attributable to ordinary shareholders - for Basic & Diluted EPS	80,747.29	15,789.70
Weighted average no. of Ordinary Shares for Basic & Diluted EPS	4,259.50	4,017.20
Nominal value of Ordinary Shares (Rs.)	10.00	10.00
Basic & Diluted Earnings per Ordinary Share (Rs.)	18.96	3.93

40. Commitments and Contingencies (To the extent not provided for)

(i) Capital Commitments:

Estimated amount of capital contracts remaining to be executed and not provided for Rs.6,536.42 lakh (March 31, 2022: Rs. 16,186 lakhs).

(ii) Contingencies

a) OPGC and OHPC had initially submitted guarantees to Canara Bank & Punjab National Bank for Rs.32,979.20 lakh (Canara Bank for Rs.15,392 lakh & PNB for Rs.17,587.20 lakh) for issuance of performance bank guarantee on behalf of OCPL for Manoharpur & Dip-side manoharpur coal blocks in favour of Nominated Authority, MoC, GoI. Now, consequent to acquisition of OHPC shares by Govt. of Odisha on 30-12-2022, the corporate guarantee provided by OPGC and OHPC to the above banks stands to Rs.13,455.51 lakh and Rs.12,927.85 lakh respectively. The remaining cash margin of Rs.6,595.84 lakh has been provided/replaced by OCPL during the current year out of its own fund, which was earlier provided by OPGC and OHPC to the banks for issuance of performance bank guarantee.

b) Arbitration between BGR Mining & OCPL commenced on 30.12.2020 based on notice for Arbitration served by BGR mining on coal quality dispute as per MSA. The claim amount as per the arbitration was Rs. 22,00.72 lakh and Rs.18,96.07 lakh with interest @ 12% . The judgement awarded by the Arbitration court on 30-06-2022. An appeal has been filed before the Commercial Court against the Arbitration order and the judgement of the commercial court is yet to be awarded as on the reporting date.

c) The Board of OCPL in its 55th meeting had approved in principle to the release the R&R benefits to 9 married daughters of Manoharpur & Ghumudasan Village as per the provisions of Odisha R&R policy 2006. The estimated financial implication of these 9 married daughter is Rs.2,20.28 lakh (approx.). In this regard, the proposal for entitlement of married daughters for R&R benefits is under sub-judice before the Hon'ble High Court. Pending the final verdict of the Hon'ble High Court, the company assessed to be contingently liable for the R&R compensation to the married daughters of the PDF's.



Odisha Coal and Power Limited

Notes forming part of the financial statements

41. Corporate: Social Responsibility Expenses (CSR)

As per Section 135 of the Companies Act 2013, the Company is required to spend, in every financial year, at least two per cent of the average net profits of the Company made during the three immediately preceding financial years in accordance with its CSR Policy. The details of CSR expenses for the year are as under:

(i)		
	(Rupees in Lakhs)	
Particulars	For the Year ended March 31, 2023	For the Year ended March 31, 2022
A. Amount required to be spent during the year		
(i) Gross amount (2% of average net profit as per Section 135 of Companies Act, 2013)	135.73	N.A
(ii) Surplus arising out of CSR Projects	-	-
(iii) Set off available from previous year	-	-
(iv) Total CSR obligation for the year [(i)+(ii)-(iii)]	135.73	-
B. Amount approved by the Board to be spent during the year (Budgeted)	225.30	-
B. Amount spent during the year on :		
a) Construction / acquisition of any asset	-	-
b) On purposes other than (a) above	111.68	113.88
Total	111.68	113.88
D. Set off available for succeeding years	-	NA
E. Amount unspent during the year	24.05	NA

(ii) Break-up of CSR expenses under major heads is as under.

(Rupees in Lakhs)		
Particulars	For the Year ended March 31, 2023	For the Year ended March 31, 2022
1. Education	35.52	Company is not required to spend 2% of average profit as per Sec-135 of Companies Act.
2. Health	16.43	
3. Water & Sanitation	9.40	
4. Environment	-	
5. Sports & Culture	19.80	
6. Skill Development	5.00	
7. Other Rural Infrastructure	25.53	
Total	111.68	



Odisha Coal and Power Limited
Notes forming part of the financial statements

42. Financial Ratios.

Financial Ratios	As at March'23	As at March'22	Reason of variance	Numerator/Denominator
(a) Current Ratio	1.07	1.40	Not applicable since variance is less than 25% as compared to previous year.	Current Asset/Current Liability
(b) Debt Equity Ratio	0.71	2.07	The loan pre-payments and increase in profitability tends to reduction in Debt-equity ratio.	Total Borrowings/Total Equity
(C) Debt service Coverage Ratio	8.21	2.28	Due to increase in cash profit	(EBITDA)/(Principal due+Interest)
(d) Return on Equity (%)	65.37	27.87	Increase in profit due to rise in sales.	(Profit after Tax)/(Total Equity)
(e) Inventory Turnover Ratio	32.29	8.56	The company during the year 2020-21 was under pre-operative stage.	(Cost of Goods Sold)/(Average Inventory)
(f) Trade Receivable Turnover Ratio	17.23	9.73	Change is due to increase in revenue.	(Revenue from operation)/(Trade receivable)
(g) Trade Payable Turnover Ratio	-	-	-	-
(h) Net Capital T.O.Ratio	20.87	8.98	Due to increase in Auction sales	(Net Sales)/(Average working capital)
(i) Net Profit Ratio	0.44	0.30	The company during the year 2020-21 was under pre-operative stage.	(Profit after Tax)/(Total Sales)
(j) Return on Capital Employed	0.59	0.15	Due to increase in EBIT	(EBIT)/(Capital Employed)
(k) Return on Investment	-	-	NA	(EBITDA)/(Cost of Investment)

In terms of our report attached.


For and on behalf of the Board

For O M Kejriwal & Co
Chartered Accountants


Sariputta Mishra
Director & CEO


P K Mohapatra
Director


Anandita Kaur Anand
Partner
M.N:511918
(F.R.N: 314144E)


Ajaya Kumar Majhi
Company Secretary


Bhagaban Parida
Head of Finance

Place : Bhubaneswar

Date : 12-06-2023

Date: 16-05-2023

SINGH RAY MISHRA & CO.

CHARTERED ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To

The Members of Odisha Coal and Power Limited (OCPL)

Bhubaneswar

CIN: U10100OR2015SGC018623

Report on the Audit of the Financial Statements

Qualified Opinion

We have audited the accompanying Financial Statements of Odisha Coal and Power Limited (OCPL) ("the Company"), which comprise the Balance Sheet as at 31st March, 2024, the Statement of Profit and Loss (including Other Comprehensive Income), the Statement of Cash Flows and the Statement of Changes in Equity for the year then ended, and notes to the Financial Statements including a summary of the material accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, except for the effect of the matters described in the Basis for Qualified Opinion section of our report, the aforesaid Financial Statements give the information required by the Companies Act, 2013 (the "Act") in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act and other accounting principles generally accepted in India, of the state of affairs of the Company as at 31st March, 2024, and its profit and total comprehensive income, its cash flows and the changes in equity for the year ended on that date.

Basis for qualified opinion

- During the Financial Year 2023-24 the company has dispatched 64,84,147.10 Metric Tonne (MT) of Coal to Odisha Power Generation Corporation Limited (OPGC) under fuel supply agreement and 18,70,654.33 Metric Tonne (MT) sold under E-Auction. The quality of coal sale is usually determined by the third-party sampling agency in the case of coal dispatched to OPGC, where as in case of E-auctions no such third-party sampling has been conducted by the management. Therefore, we are unable to ascertain the actual grade/quality of coal sold under e-auction and its impact on the financial statement of the company.

We conducted our audit in accordance with the Standards on Auditing ("SAs") specified under Section 143 (10) of the Act. Our responsibilities under those Standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics



issued by the Institute of Chartered Accountants of India (ICAI) together with the ethical requirements that are relevant to our audit of the Financial Statements under the provisions of the Act and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion on the financial statements.

Emphasis of Matters

We draw attention to the following:

1. Attention is invited to note no 8 (regarding forest land 495.35 Acre out of which 491.27 Acre is in possession and balance of 4.08 Acre is under sub-judice but the cost of whole land is capitalized under "right to use".
2. Inviting attention to note no 41 of the financial statement, it is observed that the company is not complying with its laid down CSR policy which is "CSR initiative will be taken up primarily in the peripheral areas/direct impact zones of OCPL command areas i.e., within 16 kms radius of its working/establishments. While doing so it is to be ensured that at least 80% of the total CSR expenditure of a financial year be spent in the areas around the place of operation/establishment of OCPL", whereas the company is not adhering to the same.
3. Attention is invited to Note 22 (ii) As per Ind As 19: Defined benefit plans may be unfunded, or they may be wholly or partly funded by contributions by an entity, and sometimes its employees, into an entity, or fund that is legally separate from the reporting entity and from which the employee benefits are paid. Provisions for gratuities and leave encashment has been made in the books of accounts, however fund has not been earmarked for the same.

Our opinion is not modified in respect of these matters.

Key Audit Matters

Reporting of key audit matters as per SA 701, is not applicable to the Company as it is not a listed company within the meaning of section 2(52) of the Companies Act 2013.

Information Other than the Financial Statements and Auditors' Report Thereon

The Company's Board of Directors are responsible for the preparation of the other information. The other information comprises of the information included in the Management Discussion and Analysis, Board's Report including Annexure to Board's Report, Business Responsibility Report and Corporate Governance Report, but does not include the Financial Statements and our auditors' report thereon.

Our opinion on the Financial Statements does not cover the other information and we do not express any form of assurance or conclusion thereon.

In connection with our audit of the Financial Statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the Financial Statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information; we are required to report that fact. We have concluded that such



material misstatement of the other information exists in respect of matters described in the Basis for Qualified Opinion section above.

When we read the full Annual report which is expected to be made available to us after the date of this auditors' report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance.

Management's Responsibility for the Ind AS Financial Statements

The Company's Board of Directors are responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 and the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the company or to cease operations or has no realistic alternative but to do so.

The Board of Directors is also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users, taken on the basis of these Financial Statements. As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place with reference to financial statement and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the Financial Statements, including the disclosures, and whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the financial statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the financial statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on Other Legal and Regulatory Requirements

1.As required by the Companies (Auditor's Report) Order, 2020("the Order"), as amended, issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act and on the basis of such checks as we considered appropriate and according to the information and explanation given to us during the course of audit, we set out in the "**Annexure A**" statement on the matters specified in paragraph 3 and 4 of the order to the extent applicable.

2.As required by Section 143 (3) of the Act, we report that:

- a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;



- b) Except for the effects of the matter described in the Basis for Qualified Opinion section above and matters stated in paragraph 4 in our opinion proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
- c) The Balance Sheet, the Statement of Profit & Loss (Including the Statement of Comprehensive Income), the Cash Flow Statement and Statement of Changes in Equity dealt with by this report are in agreement with the Books of Accounts.
- d) Except for the effects of the matter described in the Basis for Qualified Opinion section above, in our opinion the aforesaid financial statements comply with the Indian Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014, Companies (Indian Accounting Standards) Rules, 2015, as amended;
- e) As per notification No. GSR 463 (E) dated 5th June 2015 issued by the Ministry of Corporate Affairs, Government of India, provisions of Section 164 (2) of the Companies Act, 2013 relating to disqualification of directors are not applicable to the Company, being a Government Company.
- f) The modification relating to the maintenance of accounts and other matters connected therewith are as stated in the paragraph 2(b) above on reporting under section 143(3)(b) and paragraph 4 below on reporting under Rule 11(g).
- g) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in “**Annexure B**”.
- h) With respect to other matters to be included in the Auditors’ Report in accordance with Rule 11 of the Companies (Audit and Auditors’) Rules 2014, as amended, in our opinion, and to the best of our information and according to the explanation given to us:
- i) The company has disclosed the impact, if any, of pending litigations on its financial statements as of 31/03/2024 refer “**Annexure C**” of our report.
 - ii) As per information and explanations given to us the company has entered long term contracts with mine operator, OPGC and having no derivative contracts for which there were any material foreseeable losses. However, the dispute between the company and BGR mining (the mining operator) is pending at District Court Bhubaneswar. Reference is invited to Note No 40(ii)(b) of the financial statement.
 - iii) As per information and explanation given to us, there were no amount which were required to be transfer to the investor education and protection fund by the company.
 - iv) (a) The Management has represented that, to the best of its knowledge and belief, other than as disclosed in the notes to accounts, no funds (which are material either individually or in the aggregate) have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the Company to or in any other person or entity, including foreign entity (“Intermediaries”), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, whether, directly or indirectly lend or



invest in other persons or entities identified in any manner whatsoever by or on behalf of the Company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries;

(b) The Management has represented, that, to the best of its knowledge and belief, other than as disclosed in the notes to accounts, no funds (which are material either individually or in the aggregate) have been received by the Company from any person or entity, including foreign entity ("Funding Parties"), with the understanding, whether recorded in writing or otherwise, that the Company shall, whether, directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries;

(c) Based on the audit procedures that have been considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause iv(a) and iv(b) of Rule 11(e), contain any material misstatement.

- v) With respect to the matters to be included in the Auditors' Report in accordance with the requirements of Section 197 (16) of the Act, as amended, we are informed that the provisions of Section 197 read with Schedule V of the Act relating to managerial remuneration are not applicable to the Company, being a Government Company in terms of notification No. GSR 463 (E) dated 5th June 2015 issued by the Ministry of Corporate Affairs, Government of India.
- i) The company has not declared or paid any dividend during the year under audit.
- 3) As required by section 143(5) of the Act, we have complied with the directions indicating the areas to be examined by the statutory auditors during the course of audit of annual accounts of OCPL for the year 2023-24 issued by the Comptroller and Auditor General of India. The observation and findings against each of the points as required by the C&AG is given in "Annexure-D".
- 4) Proviso to Rule 3(1) of the Companies (Accounts) Rules, 2014 for maintaining books of account using accounting software which has a feature of recording audit trail (edit log) facility and it is implemented.

For Singh Ray Mishra & Co
Chartered Accountants
[FRN:318121E]


(CA J.K. Mishra)

Partner

Membership No: 052796

UDIN: **24052796BKDL DY2621**

Date: 26/09/2024

Place: Bhubaneswar



“Annexure A” to the Independent Auditors’ Report

(Referred to in paragraph 1 under the heading ‘Report on Other Legal & Regulatory Requirement’ of our report of even date to the financial statements of the company Odisha Coal and Power Limited for the year ended March 31, 2024)

In terms of the information and explanation sought by us and given by the Company and the books of account and records examined by us in the normal course of audit and to the best of our knowledge and belief, we state that.

(i).(a)(A) The company has maintained proper records showing full particulars, including quantitative details and situation of property, plant & equipment.

(i).(a)(B) The company has maintained proper records showing full particulars of Intangible assets.

(i).(b) The company has been conducting physical verification of Property, plant and equipment’s and Right of Use assets in view of its policy. Such policy requires the physical verification of fixed assets once in a block of three years. In our opinion, the periodicity of physical verification is reasonable having regard to the size of the company and the nature of its assets.

(i).(c) According to the information and explanation given to us, and on the basis of our examination of the records of the company, the title deeds of the immovable properties (other than the leasehold properties) are held in the name of company.

(i).(d) The company has not revalued its property, plant and equipment during the year ended 31st March 2024.

(i).(e) There are no proceedings initiated or are pending against the company for holding any benami property under the prohibition of benami property transaction act 1988 and rules made there under.

(ii).(a) As per the information, the company has carried out physical verification of inventories at reasonable intervals. There is no discrepancy of 10% or more in aggregate for each class of inventory.

(ii).(b) The company has been sanctioned working capital limit of fifty crore rupees in aggregate, from banks on the basis of security of current assets during the Financial Year 2023-24. The quarterly returns /statements filed by the company with banks are in agreement with the books of accounts of the company.

(iii). During the year, the company has not provided loans, advances in the nature of loans, stood guarantee or provided security to companies, firms, limited liability partnership or any other parties. Accordingly, the requirement to report under this clause of the order is not applicable to the company. Accordingly, the provisions of clause 3(iii) (a) (b) (c) (d) (e) (f) of the order is not applicable.



(iv). In our opinion and according to the explanation given to us, the company has complied with the provisions of section 185 and 186 of the Companies Act, in respect of Loans, Investments made and security /guarantees provided, as applicable.

(v). The company has neither accepted any deposits from the public nor accepted any amounts which are deemed to be deposits within the meaning of section 73 to 76 of the act and the rules made thereunder, to the extent applicable. Accordingly, the requirement to report under this clause of the order is not applicable to the company.

(vi). We have broadly reviewed the books of account maintained by the company pursuant to the rules made by the central Govt. for the maintenance of cost records under section 148 (1) of the act, and are of the opinion that prima-facie the specified accounts and records have been made and maintained. We have not, however, made a detailed examination.

(vii).(a) Undisputed statutory dues including goods and service tax, provident fund, income tax, employee state insurance & other statutory dues have generally been deposited with the appropriate authorities.

(vii).(b) According to the information and explanation given to us, there are no statutory dues at the last day of the financial year which have not been deposited on account of dispute as per the record of the company.

(viii). According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has not surrendered or disclosed any transactions, previously unrecorded as income in the books of account, in the tax assessments under the Income Tax Act, 1961 as income during the year.

(ix).(a) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has not defaulted in repayment of loans and borrowing or in the payment of interest thereon to any lender.

(ix).(b) According to the information and explanations given to us and on the basis of our examination of the records of the Company, the company has not been declared willful defaulter by any bank or financial institution or Govt. or any Govt. authorities.

(ix).(c) Term loans were applied for the purpose for which the loans were obtained.

(ix).(d) On an overall examination of the financial statements of the company, no funds raised on short term basis have been used for long term purposes by the company.

(ix).(e) The company has not taken any fund from any entity or person on account of or to meet the obligation of its subsidiary, its associates or joint ventures and accordingly the requirement to report under this clause is not applicable to the companies.

(ix).(f) The company has not raised loans during the year on pledge of securities held in its subsidiaries, joint ventures or associates companies, accordingly the requirement of report under this clause is not applicable to the company.

(x).(a) The company has not raised any money during the year by way of initial public offer/further public offers (including debt instrument). Hence the requirement to report under this clause of the order is not applicable to the company.



(x).(b) The company has not made any preferential allotment or private placement of share/fully or partially or optionally convertible debentures during the year under audit and hence, the requirement of report under this clause of order is not applicable to the company.

(xi).(a) No fraud by the company or no fraud on the company has been noticed or reported during the year.

(xi).(b) During the year, no report under subsection (12) of section 143 of the act has been filed by the cost auditor/secretarial auditor or by statutory auditor in Form ADT-4 as prescribed under rule 13 of companies within (Audit and Auditors) rules 2014 with the central Govt.

(xi).(c) As informed to us by the management, there are no whistle blower complaints received by the company during the year.

(xii). According to the information and explanations given to us, the Company is not a Nidhi Company. Accordingly, clause 3(xii) of the Order is not applicable.

(xiii). Transaction with related parties are in compliance with section 177 and 188 of the act, where applicable and the details have been disclosed in the notes to financial statements, as required by the applicable accounting standard.

(xiv). (a) The company has an internal audit system commensurate with the size and nature of the business.

(xiv).(b) The internal audit reports of the company issued till the date of the audit report, for the period under audit have been considered by us.

(xv). The company has not entered into any non-cash transaction with its directors or persons connected with its directors and hence requirement to report on the clause of the order is not applicable to the company.

(xvi). (a) The provision of section 45-1A of the Reserve Bank of India act 1934 (2 of 1934) are not applicable to the company. Accordingly, the requirement to the report on this clause of the order is not applicable to the company.

(xvi).(b) The Company is not required to be registered under Section 45-1A of the Reserve Bank of India Act, 1934. Accordingly, clause 3(xvi)(b) of the Order is not applicable.

(xvi).(c) The company is not a Core Investment Company (CIC) as defined in the regulation made by Reserve Bank of India. Accordingly, the requirement to the report under this clause of the order is not applicable to the company.

(xvi).(d) In view of facts stated at (xvi)(c), the requirement to report on the clause of order is not applicable to the company.

(xvii). The company has not incurred cash losses in the current financial year and in immediately preceding financial year.

(xviii). There has been no resignation of the statutory auditors during the year and accordingly requirement to report on this clause is not applicable to the company.



(xix). On the basis of the financial ratio disclosed in note.42 to the financial statement, ageing and expect date of realization of financial assets and payment of financial liabilities, other information accompanying the financial statement, our knowledge of the Board of Directors and management plans and based on our examination of the evidence supporting the assumption, nothing has come to our attention, which causes us to believe that any material uncertainty exist in the date of audit report that company is not capable of meeting its liabilities existing at the date of Balance Sheet as and when they fall due within a period of one year from the Balance Sheet date. We, however, state that this is not an assurance as to the future viability of the company. We further state that our reporting is based on the facts upto the date of report and we neither give any guarantee nor any assurance that all liabilities fall in due within a period of one year from the Balance Sheet date, will get discharged by the company as and when they fall due.

(xx). (a) There is no unspent amount that are required to be transferred to a fund specified in schedule VII of the Act, in respect of other than ongoing project, in compliance with second proviso to subsection (5) of section 135 of the said Act.

(b) The unspent amount of Rs349.58 lakh in respect of ongoing project has been transferred to a special account in compliance with the provision of subsection-(6) of section 135 of Companies Act.

For Singh Ray Mishra & Co
Chartered Accountants
[FRN:318121E]



(CA J.K. Mishra)

Partner

Membership No: 052796

UDIN: **24052796BKDLDY2621**

Date: 26/09/2024

Place: Bhubaneswar



“Annexure B” to the Independent Auditor’s Report of even dates on the Financial Statements of Odisha Coal and Power Ltd.

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 (“the Act”)

We have audited the internal financial controls over financial reporting of **Odisha Coal and Power Ltd.** (“the Company”) as of March 31, 2024 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management’s Responsibility for Internal Financial Controls

The Company’s management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company’s policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditors’ Responsibility

Our responsibility is to express an opinion on the Company’s internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the “Guidance Note”) and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company’s internal financial controls system over financial reporting.



Meaning of Internal Financial Controls Over Financial Reporting.

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has maintained, in all material respects, adequate internal financial controls over financial reporting and such internal financial controls over financial reporting were operating effectively as of March 31, 2024, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For Singh Ray Mishra & Co
Chartered Accountants
[FRN:0318121E]

(CA J.K. Mishra)
Partner
Membership No: 052796
UDIN : **24052796BKDLDY2621**

Date: 26/09/2024
Place: Bhubaneswar



“Annexure – C” to the Auditors’ Report

Odisha Coal and Power Ltd. – Pending Litigations as on 31.03.2024					
No	Case No	Name of the Parties	Nature of the claim	Village	Current Status
1	21261/2017	Jubati Kishan	Married Daughter demanding R&R	Manoharpur	Rejected by RDC on 01.12.2023
2	21262/2017	Anjali Majhi	Married Daughter demanding R&R	Manoharpur	Eligible for R&R Entitlement s per order of RDC passed on 01.12.2023
3	21263/2017	Kumudini Kishan	Married Daughter demanding R&R	Manoharpur	Eligible for R&R Entitlement s per order of RDC passed on 01.12.2023
4	21264/2017	Bhumi Kishan	Married Daughter demanding R&R	Manoharpur	Eligible for R&R Entitlement s per order of RDC passed on 01.12.2023
5	21266/2017	Suryakanti Bhaisal	Married Daughter demanding R&R	Manoharpur	Eligible for R&R Entitlement s per order of RDC passed on 01.12.2023
6	21267/2017	Anjali Bhaisal	Married Daughter demanding R&R	Manoharpur	Rejected by RDC on 01.12.2023 as there is no provision in Orissa R&R Policy-2006
7	21827/2017	Sukanti Amat	Married Daughter demanding R&R	Manoharpur	Rejected by RDC on 27.04.2023
8	21260/2017	Gitanjali Bhaisal	Married Daughter demanding R&R	Manoharpur	Eligible for R&R Entitlement s per order of RDC passed on 01.12.2023
9	5425/2017	Sumati Majhi	Married Daughter demanding R&R	Manoharpur	Pending at High Court
10	64/2017	Gitanjali Oram	Married Daughter demanding R&R	Manoharpur	Pending at High Court
11	17403 / 2016	Dasarath Sai	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
12	17407 / 2016	Harid Sai	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
13	WP© 17405/16	Kangalu Majhi & Others	Challenging the cancellation of FRA Patta	Khatphalli	Pending at High Court
14	AP No-1/2021	BGR Mining&Infra LTD	Arbitration		Pending at District Court, BBSR



“Annexure – D” to the Auditors’ Report

Report on the Directions of the Comptroller and Auditor general of India required under sub section 5 of Section 143 of the Companies Act, 2013 (“the Act”)

1	Whether the company has clear title/lease deeds for freehold and leasehold land respectively? If not please state the area of freehold and leasehold land for which title/lease deeds are not available?	As per our observation and information given to us, allotment and possession of private land of 1035.27 Acres and Govt Land of 1023.78 acres have been made to the company through IDCO. Lease Deed of 1033.08 acres of land, out of total 1035.27 acres, have been completed in the favour of OCPL. Lease deed of balance 2.19 acre of pvt land is pending with IDCO.
2	Whether there are any cases of waiver/ write off of debts/loans/interest etc., if yes, the reasons there for and the amount involved.	To the best of our knowledge and according to the explanation and information given to us, there are no case of waiver /write off or debts/ loans/interest etc. during the period under audit.
3	Whether proper records are maintained for inventories lying with third parties & assets received as gift/grant(s) from Government or other authorities.	As per our observations and the explanations given to us, no inventory is being kept or lying with third party. No assets received as gift/grants from government or other authorities.

Sector Specific Additional Directions:

1	Adequacy of steps to prevent encroachment of idle land owned by company may be examined. In case land of the company is encroached, under litigation, not put to use or declared surplus, details may be provided.	Land under litigation is 4.08 acres for which the company has filed case no 17403/2016,17407/2016,17405/2016 with Hon’ble High Court of Odisha.
2	Whether land acquisition is involved in setting up new projects, report whether settlement of dues done expeditiously and is transparent manner in all cases. The cases of deviation may please be detailed.	Acquisition & possession of land for Manoharpur block has already been completed and mining is in progress. However, land acquisition for dip-side Manoharpur coal block is completed under CBA Act. Govt has vested the said land with OCPL from the year 2020. Settlement of dues amounting to 187.92 crore for dip side coal block in favour of Tahasildar, Hemgir was made and taken over the possession on said land.
3	Whether the company has an effective system for recovery of revenue as per contractual terms and the revenue is properly accounted in the books of accounts in compliance with the applicable accounting standards?	Yes, Company has recovered revenue as per the contractual terms and it is properly accounted.
4	How much cost has been incurred on abandoned projects and out of this how much cost has been written off?	Not Applicable



5	In case of Thermal Power projects, compliance of various pollution control Acts and the impact thereof including utilization and disposal of ash and the policy of the company in this regard, may be checked and commented upon.	Not Applicable, as this is not a thermal power generation company.
6	Has the company entered into revenue sharing agreements with private parties for extraction of coal at pitheads and it adequately protects the financial interests of the company?	The company does not have revenue sharing agreement with third parties. However, the company does have entered into Mine Service Agreement (MSA) with third party M/S BGR Mining & Infra Limited for extraction of coal at pitheads as Mine Operator (MO).
7	Does the company have a project system for reconciliation of quantity/quality coal ordered and received and whether grade of coal moisture and demurrage etc. are properly recorded in the books of account?	Yes, the quality and quantity reconciliation of coal is periodically done and recorded in the books of accounts. The company also have tie-up with third party agency, named "Quality Council of India" (QCI) for quality analysis of coal and moisture content therein only for supply of coal to OPGC. The quality report of QCI is duly recorded and considered for billing purposes. But there was no third-party sampling in case of coal sold on e-auction during the period of audit.
8	How much share of free power was due to state government and whether the same was calculated as per the agreed terms and depicted in the accounts as per accepted accounting norms?	Not Applicable, as this is not a power generation company.
9	In the case of hydroelectric projects, the water discharge is as per policy/guidelines issued by the state Government to maintain biodiversity. For not maintaining it penalty paid/payable may be reported.	Not Applicable, as this is not a hydro power generation company.
10	Whether the company has taken adequate measures to reduce the adverse effect on environment as per established norms and taken up adequate measures for the relief and rehabilitation of displaced people.	The Company has taken adequate measures to reduce the adverse effect on environment such as plantation in and around the mine area, water sprinkling provision and recharge pond etc. at mines. With respect to relief and rehabilitation of displaced people, apart from

		<p>construction of two R&R colony, and shifting of displaced families (DFs) to these colonies, the company makes payments of monthly annuities to the DFs.</p> <p>Further, the company also properly redresses day-to-day grievances of the DFs at frequent intervals.</p>
11	Whether the company had obtained the requisite statutory compliances that was required under mining and environmental rules and regulations?	Yes, the company has obtained the requisite statutory compliances such as Environment Clearance, Consent to Establish, Consent to Operate and various others compliances.
12	Whether the overburden removal from mines and back filling of mines are commensurate with the mining Activity?	As explained to us backfilling of overburden (OB) recommended as per mine plan (Rev-III) up to 5 th year is 54.42 Mcum. Actual backfilling made upto 31 st March 2024 is 31.89 Mcum. The variation in the quantity is on account of availability of limited dumping spaces, after following statutory requirements.
13	Whether the company has disbanded and discounted mines, if so, the payment of corresponding dead rent there against may be verified.	The mine is operational. Hence, no dead rent has been paid.
14	Whether the company's financial statements had properly accounted for the effect of Rehabilitation Activity and Mine Closure Plan?	The rehabilitation activity such as R&R compensation and etc. towards land acquisition has been accounted as a part of land cost and day to day maintenance of R&R colonies have been accounted as revenue expenditure in the Financial Statement. The company follows mine closure plan as stated in the notes no 3.08(viii) forming part of the financial statement.

For Singh Ray Mishra & Co
Chartered Accountants
[FRN:0318121E]



(CA J.K. Mishra)

Partner

Membership No: 052796

UDIN : **24052796BKDLDY2621**

Date: 26/09/2024

Place: Bhubaneswar



Odisha Coal and Power Limited
Balance Sheet as at March 31, 2024

(Rupees in Lakhs)

	Particulars	Note No.	As at March 31, 2024	As at March 31, 2023
	ASSETS			
1	Non-current assets			
	(a) Property, Plant and Equipment	5	92,012.51	75,533.75
	(b) Right-of-Use Assets	6	69,621.10	70,674.15
	(c) Capital work-in-progress	7	3,437.37	19,249.21
	(d) Other Intangible assets	8	29,799.38	15,938.27
	(e) Financial Assets			
	(i) Loans	9	268.12	240.19
	(ii) Other financial assets	10	6,683.55	29,935.39
	(f) Other non-current assets	11	1,421.38	2,211.64
	Total Non - Current Assets		2,03,243.42	2,13,782.60
2	Current assets			
	(a) Inventories	12	2,353.59	1,179.31
	(b) Financial Assets			
	(i) Trade receivables	13	16,393.81	10,731.42
	(ii) Cash and cash equivalents	14	8,721.10	5,166.74
	(iii) Bank balances other than (ii) above		13,946.11	18,112.44
	(iv) Others	15	1,702.86	3,000.47
	(c) Current Tax Assets (Net)	16	1,987.05	-
	(d) Other current assets	17	12,031.32	11,103.51
	Total Current Assets		57,135.85	49,293.90
	TOTAL ASSETS		2,60,379.26	2,63,076.50
	EQUITY AND LIABILITIES			
	Equity			
	(a) Equity Share capital	18	42,595.00	42,595.00
	(b) Other Equity	19	99,858.95	80,595.63
	Total equity		1,42,453.95	1,23,190.63
	LIABILITIES			
1	Non-current liabilities			
	(a) Financial Liabilities			
	i) Borrowings	20	59,845.03	69,245.52
	ii) Other financial liability	21	1,004.22	1.98
	(b) Provisions	22	14,604.86	985.51
	(c) Deferred tax liabilities (Net)	23	6,940.80	4,606.41
	Total Non-current liabilities		82,394.91	74,839.42
2	Current liabilities			
	(a) Financial Liabilities			
	(i) Borrowings	24	8,506.48	17,973.20
	(ii) Trade payables			
	-Total outstanding dues of micro and small enterprises.		-	-
	-Total outstanding dues of creditors other than micro and small enterprises.	25	5,053.44	6,716.31
	(iii) Other financial liabilities	26	8,856.55	24,369.04
	(b) Provisions	27	1,653.94	103.02
	(c) Other current liabilities	28	11,459.99	15,252.84
	(d) Current Tax liabilities (Net)	16	-	632.04
	Total Current liabilities		35,530.40	65,046.45
	TOTAL EQUITY AND LIABILITIES		2,60,379.26	2,63,076.50

Notes forming part of the financial statements

1-42

In terms of our report attached.

For and on behalf of the Board

For Singh Ray Mishra & Co

Chartered Accountants

F.R.N: 318121E



CA Jiten Kumar Mishra

Partner

M.N: 052796

Place : Bhubaneswar

Date : 26.09.2024




Manas Ranjan Rout
Director & CEO


R K Aich
DGM (Finance)


Sambit Paraja
Director


Ajaya Kumar Majhi
Company Secretary



Date: 21-09-2024

UDIN: 24052796BKDLDY2621

Odisha Coal and Power Limited
Statement of Profit and Loss for the year ended March 31, 2024

(Rupees in Lakhs)

	Particulars	Notes	Year ended March 31, 2024	Year ended March 31, 2023
I	Revenue from Operations	29	1,18,925.79	1,84,864.41
II	Other Income	30	2,969.31	4,417.53
III	Total Income (I + II)		1,21,895.10	1,89,281.94
IV	Expenses			
	(a) Cost of mine operation/excavation	31	71,948.56	58,613.88
	(b) Change in inventories of finished goods/ work in progress and stock in trade	32	(1,174.28)	1,356.15
	(c) Coal transportation charges		-	18.82
	(d) Employee Benefit expense	33	1,410.89	1,276.98
	(e) Finance costs	34	7,393.29	8,479.49
	(f) Depreciation and amortization expense	35	6,935.58	6,119.28
	(g) Other expenses	36	7,793.89	4,661.54
	Total expenses (IV)		94,307.93	80,526.13
V	Profit or (Loss) before tax (III - IV)		27,587.18	1,08,755.80
VI	Tax Expense:			
	(a) Current tax		6,022.31	26,288.94
	(b) Deferred tax	23	2,334.38	2,077.71
	(c) Taxes of earlier years		(32.84)	(34.01)
	Total tax expense		8,323.85	28,332.64
VII	Profit/(loss) for the Period (V - VI)		19,263.33	80,423.17
VIII	Other Comprehensive Income / (Losses)			
	(A) (i) Items that will not be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will not be reclassified to profit and loss		-	-
	(B) (i) Items that will be reclassified to profit and loss		-	-
	(ii) Income tax relating to items that will be reclassified to profit and loss		-	-
	Total Comprehensive Income / (Losses) for the period		-	-
IX	Total Comprehensive Income / (Losses) for the period (VII+VIII) (Comprising Loss and Other Comprehensive Income for the period)		19,263.33	80,423.17
X	Earnings per equity share:- Basic and diluted (Rs)	39	4.52	18.88

XI Notes forming part of the financial statement

1-42

In terms of our report attached.

For Singh Ray Mishra & Co

Chartered Accountants

F.R.N: 318121E

[Signature]

CA Jiten Kumar Mishra

Partner

M.N: 052796

Place : Bhubaneswar

Date : 26.09.2024, UDIN 24052796BKDL0Y2621



For and on behalf of the Board

[Signature]
Manas Ranjan Rout
Director & CEO

[Signature]
R K Aich
DGM(Finance)

[Signature]
Sambit Parija
Director

[Signature]
Ajaya Kumar Majhi
Company Secretary

Date: 21-09-2024

Odisha Coal and Power Limited

Statement of Cash Flow for the year ended March 31, 2024

(Rupees in Lakhs)

Particulars	For the year ended March 31, 2024	For the year ended March 31, 2023
(A) Cash flows from operating activities:		
Profit/(Loss) before taxes	27,587.18	1,08,755.80
Adjustments for:		
Depreciation and amortisation of non-current assets	6,935.58	6,119.28
Interest or finance cost	7,393.29	8,479.49
Operating profit before Current/Non current assets and liabilities	41,916.05	1,23,354.57
Adjustment for:		
Movements in working capital:		
Inventory	(1,174.28)	1,356.15
Trade receivable	(5,662.39)	(2,824.44)
(Increase)/ decrease in loans and other financial assets	1,297.61	(2,933.71)
(Increase)/decrease in other assets	(846.27)	6,346.46
Increase/ (decrease) in other payables & provisions	11,377.42	(1,192.27)
Increase/ (decrease) in other financial liabilities	(16,173.12)	4.43
Cash generated from operations	30,735.02	1,24,111.19
Taxes Paid	(8,608.55)	(27,014.90)
Net cash flow from operating activities	22,126.47	97,096.29
(B) Cash flows from investing activities:		
Payments for purchase of fixed assets	(20,410.56)	(14,663.45)
Payments to acquire financial assets	(27.93)	(1.47)
Advance against acquisition of land	708.72	(420.69)
Investments	23,251.84	(28,252.61)
Bank balance other than cash & cash equivalent (Term deposits)	4,166.33	(16,944.92)
Net cash used in Investing Activities	7,688.39	(60,283.13)
(C) Cash flows from financing activities:		
Proceeds from issue of shares	-	-
Other finance by related parties	-	-
Proceeds from long term borrowings from banks	-	-
Repayment of loans to Banks incl. Interest	(26,260.50)	(39,768.20)
Dividend paid for the year	-	(14,375.53)
Net cash flow from financing activities	(26,260.50)	(54,143.73)
Net Increase/(decrease) in cash or cash equivalents	3,554.36	(17,330.57)
Cash and cash equivalents at the beginning of the year	5,166.74	22,497.31
Cash and cash equivalents at the end of the year	8,721.10	5,166.74

Notes forming part of the financial statement

Note No. 1-42

- (i) Figures in brackets represents cash outflows/incomes as the case may be.
(ii) Reconciliation of cash and cash equivalent: Refer note-14 "cash and cash equivalent".
(iii) Reconciliation between the opening and closing balances of liabilities arising from financing activity.

Particulars	*Borrowings
Opening balance as at 1st April, 2023	87,218.72
Net cashflows during the year	(18,867.21)
Non cash changes due to:	
-Interest on borrowings compounded during moratorium	-
-Transaction cost on borrowings	-
Closing balance as at 31st March, 2024	68,351.51

*Includes current maturities of non-current borrowings, refer note-24.

In terms of our report attached.

For and on behalf of the Board.

For Singh Ray Mishra & Co

Chartered Accountants
F.R.N: 318121E

CA Jiten Kumar Mishra

Partner

M.N: 052796

Place: Bhubaneswar

Date: 26.09.2024, UDIN 24052796BKDLDY2621

Manas Ranjan Rout
Director & CEO

R.K Aich

D.G.M (Finance)

Sambit Parija
Director

Ajaya Kumar Majhi
Company Secretary

Date: 21-09-2024

Odisha Coal and Power Limited

Statement of Changes in Equity for the year ended March 31, 2024

A. Equity Share Capital

(Rupees in Lakhs)

Balance as at April 1, 2022	Changes in equity share capital during the year	Balance as at March 31, 2023
42,595.00	-	42,595.00

(Rupees in Lakhs)

Balance as at April 1, 2023	Changes in equity share capital during the year	Balance as at March 31, 2024
42,595.00	-	42,595.00

B. Other Equity

(Rupees in Lakhs)

	Reserves and Surplus	
	General Reserve	Retained earnings
Balance as at April 1, 2022	-	14,547.99
Profit for the financial year 2022-23 as restated		80,423.17
Other Comprehensive Income/ (Losses)		-
Dividend Paid for the financial year 2021-22		(4,375.53)
Interim Dividend Paid for the financial year 2022-23		(10,000.00)
Total Comprehensive Income/ (Losses)		66,047.64
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2023	-	80,595.63
Profit for the year		19,263.33
Other Comprehensive Income/ (Losses)		-
Total Comprehensive Income/ (Losses)		19,263.33
Transfer of profits of the year to General Reserve	-	-
Balance as at March 31, 2024	-	99,858.95

Notes forming part of the financial statement

Note No. 1-42

In terms of our report attached.

For and on behalf of the Board.

For Singh Ray Mishra & Co

Chartered Accountants

FRN: 318121E

Manas Ranjan Rout
Director & CEO

Sambit Parija
Director

CA Jiten Kumar Mishra

Partner

M.N: 052796

Place : Bhubaneswar

Date : 26.09.2024



R K Aich
D.G.M (Finance)

Ajaya Kumar Majhi
Company Secretary

Date: 21-09-2024

Odisha Coal and Power Limited

Notes forming part of the financial statements

1. Company Information

The Odisha Coal and Power Limited (“OCPL” / “the Company”) incorporated on January 20, 2015 with its registered office at Zone-A, Fourth floor, Fortune tower, Bhubaneswar, Odisha, India. Subsequently Odisha Power Generation Corporation Ltd (OPGC) and Odisha Hydro Power Company Ltd (OHPC) holds 51% and 49% of share capital of the Company respectively pursuant to the Government of Odisha Notification No. 1088 dated 4th February, 2015 and No. 1160 dated 6th February, 2015. The Company filed application for allotment of Manoharpur and Dip-side Manoharpur Coal Block under the provisions of The Coal Mines (Special Provisions) Second Ordinance, 2014 and is declared as the successful allottee of the said coal blocks on 24th March, 2015. Manoharpur coal block is an explored coal block with a total reserve of 181MT and Dip-side Manoharpur coal block is a regionally explored block with a total reserve of 350 MT. On 30th March 2015 to be precise, it signed the Allotment Agreement with the Nominated Authority, Ministry of Coal (MoC), Government of India. Allotment Order of Manoharpur & Dip-side Manoharpur coal blocks is issued on 31st Aug 2015 to OCPL by the Nominated Authority for supply of coal exclusively for OPGC expansion Power Project (Unit 3, 4, 5, & 6), 4 units of 660 MW each at Ib-Thermal Power Station, Banaharpali, Jharsuguda, Odisha. OCPL is operating primarily in mining and supply of coal. Now, pursuant to execution of Share Purchase Agreement (SPA) on dated 26-12-2022 and transfer of purchase consideration to OHPC by Govt. of Odisha on 30-12-2022, the Governor of Odisha represented by Govt. of Odisha becomes the Shareholder with 49% of Equity (20,87,15,500 nos. of Equity share @ a face value of Rs.10/- each). The present shareholding pattern of the company is 51:49 held by OPGC and Govt. of Odisha respectively.

The financial statements for the year ended March 31, 2024 were approved by the Board of Directors and authorized for issue on 21st September, 2024.

2. Statement of Compliance

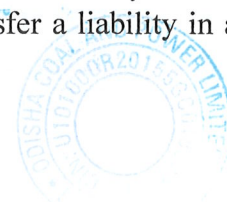
The financial statements have been prepared in accordance with the Indian Accounting Standards (referred to as “Ind AS”) prescribed under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, as amended from time to time and other relevant provisions of the Act.

3. Material Accounting Policies

The material accounting policies applied by the Company in preparation of its financial statements are listed below. Such accounting policies have been applied consistently to all the periods presented in these financial statements, unless otherwise indicated.

3.01. Basis of preparation

The financial statements have been prepared under the historical cost convention with the exception of certain assets and liabilities that are required to be measured at fair values by Ind AS. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.



Historical cost is generally based on the fair value of the consideration given in exchange for goods and services.

All assets and liabilities have been classified as current or non-current as per Company's operating cycle and other criteria set out in Schedule-III of the Companies Act 2013. Based on the nature of business, the Company has ascertained its operating cycle as 12 months for the purpose of Current or noncurrent classification of assets and liabilities.

3.02. Recent pronouncements:

Ministry of Corporate Affairs ("MCA") notifies new standard or amendments to the existing standards under Companies (Indian Accounting Standards) Rules as issued from time to time. For the year ended March 31, 2024, MCA has not notified any new standards or amendments to the existing standards applicable to the company.

3.03. Use of estimates and critical accounting judgments.

In preparation of financial statements, the company makes judgments, estimates and assumptions that may impact the application of accounting policies and the reported value of assets, liabilities, income, expenses and related disclosures concerning the items involved as well as contingent assets and liabilities at the balance sheet date. The estimates and management's judgements are based on previous experience and other factors considered reasonable and prudent in the circumstances. They are formulated when the carrying amount of assets and liabilities is not easily determined from other sources. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and any future periods affected. Significant judgements and estimates relating to the carrying amount of assets and liabilities, while evaluating/assessing useful lives of property, plant and equipment, impairment of property, plant and equipment, impairment of investments, provision for employee benefits and other provisions, recoverability of deferred tax assets, commitments and contingencies.

3.04 Cash Flow Statement

Cash flow is reported using the indirect method, where by profit / (loss) before extra-ordinary items and tax is adjusted for the effect of transactions of non-cash nature and any deferrals or accruals of past or future cash receipts or payments.

3.05. Property, Plant and Equipment

i) Initial recognition and measurement

Property, plant and equipment held for use in the production or/ and supply of goods or services, or for administrative purposes, are initially recognized at cost. Such cost comprises purchase price (net of recoverable taxes, trade discount and rebate etc.), borrowing cost, and any cost directly attributable to bringing the assets to its location and working condition for intended use.

Subsequent measurement is done at cost, less any accumulated depreciation and impairment loss, if any.



Expenditure incurred on development of freehold land and leasehold land are capitalized as part of the cost of the land. Deposits, payments / liabilities made provisionally towards compensation, rehabilitation and other expenses relatable to land in possession are treated as cost of land.

In case of self-constructed assets, cost includes the costs of all materials used in construction, direct labour, allocation of overheads, borrowing costs if any attributable to such construction.

Deposit works/cost plus contracts are accounted for on the basis of statements of account received from the contractors.

Unsettled liabilities for price variation/exchange rate variation in case of contracts are accounted for on estimated basis as per terms of the contracts.

In the case of assets put to use, where final settlement of bills with contractors is yet to be effected, capitalization is done on provisional basis subject to necessary adjustment in the year of final settlement.

ii) Subsequent Cost

Subsequent expenditure is recognized in the carrying amount of the asset when it is probable that future economic benefits deriving from the cost incurred will flow to the enterprise and the cost of the item can be measured reliably.

The cost of replacing major part of an item of property, plant and equipment is recognized in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Company and its cost can be measured reliably. The carrying amount of the replaced part is derecognized regardless of whether the replaced part has been depreciated separately. If it is not practicable to determine the carrying amount of the replaced part, the Company uses the cost of the replacement as an indication of what the cost of replaced part was at the time it was acquired or constructed. The costs of the day-to-day servicing of property, plant and equipment are recognized in the statement of profit and loss as and when incurred.

iii) De-recognition of assets

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the use of the asset. Any gain or loss arising on the disposal/de-recognition is recognised in the statement of profit and loss.

3.06 .Depreciation & Amortization

Depreciation is recognized in statement of profit and Loss on a straight line basis over the useful lives of the assets as prescribed under Schedule II of the Companies Act 2013 or as ascertained based on internal assessment and independent technical evaluation that the useful lives as best represent the period over which Company expects to use these assets.

Particulars	Useful lives
Building	30 to 60 years
Furniture & Fixtures and Electrical Equipment's	10 years
Office and Other Equipment's	3 to 5 years
Vehicles	8 years
Computers & EDP	3 years
Tools and Tackles	5 years



Coal Handling Plant	25 years
Weighbridge & Weighbridge instruments	6 to 9 years
Dust Sampler	10 years
Elevators	20 years
Road	3 to 10 years

Free hold Land is not depreciated. Premium paid on leasehold land including land development and rehabilitation expense are amortized over the lease period.

Capital expenditure on assets laid /constructed on land not owned by the company as mentioned above is amortized over a period of its useful life or permitted period whichever is lower.

Depreciation on assets are provided over estimated useful life as ascertained based on internal assessment and independent technical evaluation that the useful lives as best represent the period over which Company expects to use these assets. Hence, the useful lives for these assets are different from the useful life as prescribed under Schedule II of the Companies Act 2013.

The estimated useful lives and residual values are reviewed at each year end, with the effect of any changes in estimate, accounted for on a prospective basis. Each component of an item of property, plant and equipment with a cost that is significant in relation to the total cost of that item is depreciated separately if its useful life differs from the others components of the asset.

Property, plant and equipment including tools and tackles costing up to ₹,5,000/- are fully depreciated in the year in which it is for put to use.

Physical verification of fixed assets are undertaken by the Company in a phased manner over a period of three years and the discrepancies noticed, if any, are accounted for in the year in which such differences are found.

3.07 Capital work-in-progress

Cost incurred for property, plant and equipment that are not ready for their intended use as on the reporting date, is classified under capital work- in-progress.

The cost of self-constructed assets includes the cost of materials & direct labour, any other costs directly attributable to bringing the assets to the location and condition necessary for it to be capable of operating in the manner intended by management and the borrowing costs attributable to the acquisition or construction of qualifying asset.

Expenses directly attributable to construction of property, plant and equipment incurred till they are ready for their intended use are identified and allocated on a systematic basis on the cost of related assets.

Deposit works/cost plus contracts are accounted for on the basis of statements of account or utilization certificate received from the contractors or from state or local authorities.

Unsettled liabilities for price variation/exchange rate variation in case of contracts are accounted for on estimated basis as per terms of the contracts.



3.08 Intangible assets and intangible assets under development

i) Initial recognition and measurement

An intangible asset is recognized if and only if it is probable that the expected future economic benefits that are attributable to the asset will flow to the Company and the cost of the asset can be measured reliably.

Intangible assets that are acquired by the Company, which have finite useful lives, are recognized at cost. Subsequent measurement is done at cost less accumulated amortization and accumulated impairment losses. Cost comprises purchase price including import duties, non-refundable taxes after deducting trade discounts and rebates and any directly attributable expenses of preparing the asset for its intended use.

Expenditure on development activities is capitalized only if the expenditure can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable and the Company intends to & has sufficient resources to complete development and to use or sell the asset.

Expenditure incurred which are eligible for capitalizations under intangible assets are carried as intangible assets under development till they are ready for their intended use.

ii) In case 'Forest Land' is diverted otherwise than leasehold basis (i.e no lease deed is envisaged to be executed), entire consideration paid/payable is to be capitalized as "Right to Use-Land" under "Intangible Assets". The same shall be amortized over the period of legal right to use or life of the coal mine, whichever is less. Amortization shall commence when the forest land is available for use.

In case, the lease agreement is signed subsequent to the classification of land as 'Right to use', Land shall be reclassified as "Leasehold Land" and corresponding balances on the date of execution of lease agreement shall be transferred from Right to Use-Land to Leasehold Land and shall be dealt as per IND AS 17. The unamortized balance of leasehold land shall be amortized over the Mining lease period or the life of mines, whichever is lower.

iii) Subsequent costs

Subsequent expenditure is recognized as an increase in the carrying amount of the asset when it is probable that future economic benefits deriving from the cost incurred will flow to the enterprise and the cost of the item can be measured reliably.

iv) De-recognition

An intangible asset is derecognized when no future economic benefits are expected from their use or upon their disposal. Gain or loss on de-recognition of an intangible asset is determined as the difference between the net disposal proceeds, if any, and the carrying amount of intangible assets and are recognized in the statement of profit and loss.

v) Amortization

- a) Cost of Computer software and license recognized as intangible asset, is amortized on straight-line method over a period of legal right to use or 3 years, whichever is less.
- b) Mining Rights and Expenses on Exploration for evaluation of mineral resources are amortized over the period of availability of reserves or over a period of remaining life from the date of execution of Mining lease whichever is earlier.



- c) Other intangible assets are amortized on straight-line method over the period of legal right to use or life of the related plant, whichever is less.
- d) The amortization period and the amortization method of intangible assets with a finite useful life is reviewed at each financial year end and adjusted prospectively, wherever required.

vi) Exploration for and evaluation mineral resources

Exploration and evaluation assets comprise capitalized costs which 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.

Exploration and evaluation expenditure incurred after obtaining the mining right or the legal right to explore are capitalized as exploration and evaluation assets under 'Intangible assets under development' in line with Ind As 106 and stated at cost less impairment if any. Exploration and evaluation assets are assessed for impairment indicators at least annually.

vii) Development expenditure on coal mines

Expenditure incurred for mines development prior to commercial production i.e. primary development expenditure other than land, buildings, plant and equipment is capitalised until the mining property is capable of commercial production.

Subsequent expenditure is capitalized only where it either enhances the economic benefits of the development/ producing asset or replaces part of the existing development/producing asset. Any remaining costs associated with the part replaced are expensed.

The development expenditure capitalized is net of sale value of coal extracted during development phase including other pre-operative income.

Gains and losses on de-recognition of assets referred above, are determined as the difference between the net disposal proceeds, if any, and the carrying amount of respective assets and are recognized in the statement of profit and loss.

viii) Mines closure, site restoration and decommissioning obligations

The Company's obligations for land reclamation and decommissioning of structure consist of spending at mines in accordance with the guidelines from Ministry of Coal, Government of India. The Company estimates its obligations for mine closure, site restoration and decommissioning based on the detailed calculation & technical assessment of the amount and timing of future cash spending for the required work and provided for as per approved mine closure plan. The estimate of expenses is escalated for inflation and then discounted at a discount rate that reflect current market assessment of the time value of money and risk, such that the amount of provision reflects the present value of expenditure required to settle the obligation. The Company records a corresponding asset as Intangible asset associated with the obligation.



The value of the obligation is progressively increased over time as the effect of discounting unwinds and the same is recognized as finance costs.

Further, a specific escrow fund account is maintained for this purpose as per the approved mine closure plan. The progressive mine closure expenses incurred on year to year basis forming part of the total mine closure obligation is initially recognised as receivable from escrow account and thereafter adjusted with the obligation in the year in which the amount is withdrawn after the concurrence of the certifying agency.

3.09 Commercial Operation

The project/mines are brought to revenue; when commercial readiness of a project/mine to yield production on a sustainable basis is established either on the basis of conditions specifically stated in the project report or on the basis of the following criteria:

- a) From beginning of the financial year immediately after the year in which the project achieves physical output of 25% of rated capacity as per approved project report, or
- b) 2 years of touching of coal, or
- c) Beginning of the financial year immediately after the year in which the value of production is more than total expenditure.

Whichever event occurs first.

On being brought to revenue the assets under Capital Work In Progress are capitalized under the head (i) Property plant and equipment and (ii) intangible asset to the extent such assets are substantially completed. The remaining assets, both tangible and intangible continue to remain in Capital Work In Progress until such time they reach substantial completions for its intended use.

3.10 Impairment of non-financial assets

Impairment of non-financial assets

The carrying amounts of the Company's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment considering the provisions of Ind AS 36 - 'Impairment of Assets'. If any such indication exists, then the asset's recoverable amount is estimated.

The recoverable amount of an asset or cash-generating unit is the higher of its fair value less costs to disposal and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the 'cash-generating unit', or "CGU").

An impairment loss is recognized if the carrying amount of an asset or its CGU exceeds its estimated recoverable amount. Impairment losses are recognized in the statement of profit and loss. Impairment losses recognized in respect of CGUs are reduced from the carrying amounts of the assets of the CGU.



Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of accumulated depreciation or amortization, if no impairment loss had been recognized.

3.11. Foreign currencies Transactions

The financial statements of the Company are presented in Indian rupees ("INR"), which is the functional currency of the Company and the presentation currency for the financial statements.

Transactions in foreign currencies are initially recorded in reporting currency i.e. Indian Rupees, using the exchange rates prevailing on the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are retranslated at the rates of exchange prevailing at the end of the reporting period. Non-monetary items are measured at historical cost.

Exchange differences arising on monetary items are recognized in the statement of profit and loss in the period in which they arise.

3.12 .Employee Benefits

Employee benefits, inter-alia includes short term employee benefits, provident fund, gratuity, compensated absences and other terminal benefits.

In terms of arrangements with OPGC, the company has to make payment for liability towards gratuity, leave benefits (including compensated absences) and other terminal benefit etc. for the period of service rendered by the employees posted on secondment basis from OPGC to OCPL and as per the valuation done by actuary of OPGC.

3.13.Provisions and Contingent Liabilities and Contingent Assets

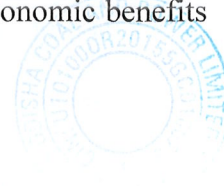
Provisions:

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event which is expected to result in an outflow of resources embodying economic benefits which can be reliably estimated.

The amount recognized as a provision is the best estimate of the expenditure required to settle the present obligation at the balance sheet date, taking into account the risks and uncertainties surrounding the obligation. When appropriate, provisions are measured on a discounted basis. The discount rate used is a pre-tax rate that reflects current market assessments of the time value of money in that jurisdiction and the risks specific to that liability. All provisions are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

Contingent Liabilities and Assets:

Contingent liabilities are possible obligations that arise from past events and whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events not wholly within the control of the Company. Where it is not probable that an outflow of economic benefits



will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of economic benefits is remote. Contingent liabilities are disclosed on the basis of judgment of the management/independent experts. These are reviewed at each balance sheet date and are adjusted to reflect the current management estimate.

Contingent assets are possible assets that arise from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company. Contingent assets are disclosed in the financial statements when inflow of economic benefits is probable on the basis of judgment of management. These are assessed continually to ensure that developments are appropriately reflected in the financial statements.

Contingent assets are not recognized in the financial statement, but are disclosed where an inflow of economic benefits is probable.

3.14. Leases

The Company as a lessee:

The Company's lease asset classes primarily consist of leases for land. The Company assesses whether a contract contains a lease, at inception of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Company assesses whether :

- (i) the contract involves the use of an identified asset
- (ii) the Company has substantially all of the economic benefits from use of the asset through the period of the lease and (iii) the Company has the right to direct the use of the asset.

At the commencement date, a lessee shall recognise a right-of-use asset at cost and a lease liability at the present value of the lease payments that are not paid at that date for all leases except for leases with a term of 12 months or less (short-term leases) and low value leases. For these short-term and low-value leases, the Company recognizes the lease payments as an operating expense on a straight-line basis over the term of the lease.

Subsequently, right-of-use asset is measured using cost model whereas, the lease liability is measured by increasing the carrying amount to reflect interest on the lease liability, reducing the carrying amount to reflect the lease payments made and remeasuring the carrying amount to reflect any reassessment or lease modifications.

ROU assets are depreciated from the commencement date on a straight-line basis over the period, lower of the lease term or useful life of the underlying asset. ROU assets are evaluated for recoverability whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. In such cases, the recoverable amount is determined for the Cash Generating Unit (CGU) to which the asset belongs.

The lease liability is initially measured at amortized cost at the present value of the future lease payments. The lease payments are discounted using the interest rate implicit in the lease or, if not readily determinable, using the incremental borrowing rates of the company. Lease liabilities are remeasured with a corresponding adjustment to the related ROU asset if the Company changes its



assessment of whether it will exercise an extension or a termination option.

Lease liability and ROU assets have been separately presented in the Balance Sheet and lease payments have been classified as financing cash flows.

The Company as a lessor:

A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of an underlying asset. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset.

All other leases are classified as operating leases.

Operating lease:

Lease payments from operating leases are recognised as income on either a straight-line basis unless another systematic basis is more representative of the pattern in which benefit from the use of the underlying asset is diminished.

Finance leases:

Assets held under a finance lease is initially recognised in its balance sheet and present them as a receivable at an amount equal to the net investment in the lease using the interest rate implicit in the lease to measure the net investment in the lease.

Subsequently, finance income is recognised over the lease term, based on a pattern reflecting a constant periodic rate of return on the lessor's net investment in the lease."

Sub-lease:

When the Company is an intermediate lessor, it accounts for its interests in the head lease and the sublease separately. The sublease is classified as a finance or operating lease by reference to the ROU asset arising from the head lease.

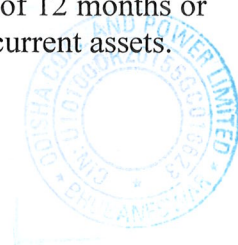
3.15. Inventory

Inventories are valued at lower of cost and net realizable value. Cost includes cost of purchase, cost of conversion and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on weighted average basis. Costs of purchased inventory are determined after deducting rebates, trade discounts and other similar items. Net realizable value represents the estimated selling price of inventories less all estimated costs of completion and costs necessary to make the sale.

Book stock of coal is considered in the accounts where the variance between book stock and measured stock is up to +/- 5% and in cases where the variance is beyond +/- 5% the measured stock is considered.

3.16. Trade Receivable

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. If the outstanding is due for payment within a period of 12 months or less from the reporting date, they are classified as current assets otherwise as non-current assets.



Trade receivables are measured at their transaction price unless it contains a significant financing component in accordance with Ind AS 115 (or when the entity applies the practical expedient) or pricing adjustments embedded in the contract.

Financial assets and liabilities are recognized when the Company becomes a party to the contractual provisions of the instrument. Financial assets and liabilities are initially measured at fair value. Transaction cost that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss) are added to or deducted from the fair value measured on initial recognition of financial asset or financial liabilities.

3.17 Financial Instruments

3.17.1 Financial assets

a) Cash or Cash Equivalent

The Company considers all short-term bank deposits having a maturity period of three months or less as cash & cash equivalent. Term deposits in Bank with a maturity period of more than 3 months are considered as other Bank Balance.

b) Financial assets at amortized cost

Financial assets are subsequently measured at amortized costs if these financial assets are held within a business model whose objective is to hold these assets in order to collect contractual cash flows and the contractual terms of the financial assets give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

c) Financial assets at fair value through other comprehensive income (FVTOCI)

Financial assets are measured at fair value through other comprehensive income if these financial assets are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets and contractual term of the financial assets give rise on specified days to cash flows that are solely payment of principals and the interest on principal amount outstanding.

d) Financial assets at Fair value through Profit or loss (FVTPL)

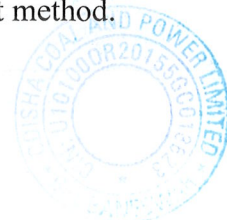
Financial assets are measured at fair value through profit or loss unless it is measured at amortized cost or at fair value through other comprehensive item on initial recognition. The transaction cost directly attributable to the acquisition of financial assets and liabilities at fair value through profit or loss are immediately recognized in the statement of profit or loss.

e) Financial liabilities and equity instruments issued by the Company

3.17.2 Financial Liabilities

Trade and other payables are initially measured at fair value, net of transaction costs, and are subsequently measured at amortized cost, using the effective interest rate method.

Other financial liabilities are measured at amortized cost using the effective interest method.



3.17.3 Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognized at the proceeds received, net of direct issue costs.

3.17.4 Compound instruments

The component parts of compound instruments (convertible instruments) issued by the Company are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangement. At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for a similar non-convertible instrument. This amount is recorded as a liability on an amortized cost basis using the effective interest method until extinguished upon conversion or at the instrument's maturity date. The equity component is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognized and included in equity, net of income tax effects, and is not subsequently re-measured.

3.17.5 Financial guarantee contract liabilities

Financial guarantee contract liabilities are initially measured at their fair values and, if not designated as at FVTPL, are subsequently measured at the higher of:

- the amount of the obligation under the contract, as determined in accordance with IAS 37 Provisions, Contingent Liabilities and Contingent Assets; and
- the amount initially recognized less, where appropriate, cumulative amortization recognized in accordance with the revenue recognition policies.

3.17.6 De-recognition of financial assets

The Company derecognizes a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity

3.17.7 Impairment of financial assets

At each reporting date, the Company assess whether the credit risk on a financial instrument has increased significantly since initial recognition.

If, at the reporting date, the credit risk on a financial instrument has not increased significantly since initial recognition, the Company measures the loss allowance for that financial instrument at an amount equal to 12-month expected credit losses. If, the credit risk on that financial instrument has increased significantly since initial recognition, the Company measures the loss allowance for a financial instrument at an amount equal to the lifetime expected credit losses.

The amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date is recognized as an impairment gain or loss in the statement of profit and loss.

3.17.8 De-recognition of financial liability

The Company derecognizes financial liabilities when, and only when, the Company's obligations are discharged, cancelled or they expire.



3.17.9 Offsetting financial instruments

Financial assets and liabilities are offset and the net amount reported in the balance sheet when there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business.

3.18. Borrowing cost

Borrowing costs consist of;

- (a) interest expense calculated using the effective interest method as described in Ind AS 109 – ‘Financial Instruments’
- (b) interest expense on lease liabilities recognized in accordance with Ind AS 116– ‘Leases’ and
- (c) exchange differences arising from foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs

Borrowing costs that are directly attributable to the acquisition, construction/exploration/development or erection of qualifying assets are capitalized as part of cost of such asset until such time the assets are substantially ready for their intended use. Qualifying assets are assets which necessarily take substantial period of time to get ready for their intended use or sale.

When the Company borrows funds specifically for the purpose of obtaining a qualifying asset, the borrowing costs incurred are capitalized. When Company borrows funds generally and uses them for the purpose of obtaining a qualifying asset, the capitalization of the borrowing costs is computed based on the weighted average cost of all borrowings that are outstanding during the period and used for the acquisition, construction/exploration or erection of the qualifying asset. However, borrowing costs applicable to borrowings made specifically for the purpose of obtaining a qualifying asset, are excluded from this calculation, until substantially all the activities necessary to prepare that asset for its intended use or sale are complete.

Income earned on temporary investment made out of the borrowings pending utilization for expenditure on the qualifying assets is deducted from the borrowing costs eligible for capitalization.

Capitalization of borrowing costs ceases when substantially all the activities necessary to prepare the qualifying assets for their intended use are complete.

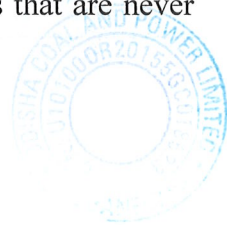
Other borrowing costs are recognized as an expense in the year in which they are incurred.

3.19. Tax Expenses

Tax expense for the year comprises current and deferred tax.

Current tax :

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the statement of profit and loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never



taxable or deductible. The Company's liability for current tax is calculated using tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amount of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit. Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply in the period in which the asset is realized or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax assets and liabilities are offset to the extent that they relate to taxes levied by the same tax authority and there are legally enforceable rights to set off current tax assets and current tax liabilities within that jurisdiction.

The carrying amount of deferred tax asset is reviewed at the end of each reporting period and adjusted to the extent it has become probable that sufficient taxable profits will be available to allow the asset to be recovered.

3.20. Revenue recognition and Other income

Revenue recognition policy:

Revenue is recognized at an amount that reflects the consideration to which a Company expects to be entitled in exchange for transferring goods or services to a customer. Ind AS 115 requires entities to exercise judgement, taking into consideration all of the relevant facts and circumstances when applying each step of the model to contracts with their customers. The standard also specifies the accounting for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract.

Revenue from contracts with customers

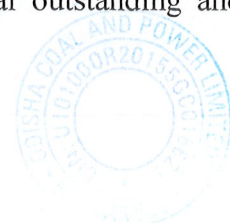
Revenue from contracts with customers is recognized when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company has generally concluded that it is the principal in its revenue arrangements because it typically controls the goods or services before transferring them to the customer as in the line with requirement of Ind AS 115.

Dividend

Dividend income from investments is recognized when the right to receive the dividend is established.

Interest

Interest income from a financial asset is recognized when it is probable that the economic benefits will flow to the Company and the amount of income can be measured reliably. Interest income is accrued on a time proportion basis, by reference to the principal outstanding and effective interest rate.



Insurance

Insurance claim are accounted for in the year of realization.

3.21. Exceptional items

Exceptional items are items of income and expenses within profit or loss from ordinary activities but of such size, nature or incidence whose disclosure is felt necessary for better explanation of the performance of the Company.

3.22. Restatement of material error / omissions

Prior period income/expenses and prepaid expenses of items not exceeding Rs.2.00 lakh in each case are charged to natural head of accounts in the current year.

Previous year figure has been regrouped/re-arranged wherever it is necessary.

4. Critical accounting judgments and key sources of estimation uncertainty

In the application of the Company's accounting policies, which are described in Note-2, the management of the Company is required to make judgments, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised.

Critical judgments in applying accounting policies:

The following are the critical judgements, apart from those involving estimations (see point ii below), that the management have made in the process of applying the Company's accounting policies and that have the most significant effect on the amounts recognized in the financial statements

i. Financial assets at amortized cost:

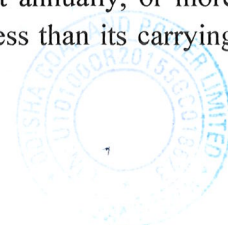
The management has reviewed the Company's financial assets at amortized cost in the light of its business model and have confirmed the Company's positive intention and ability to hold these financial assets to collect contractual cash flows.

ii. Key sources of estimation uncertainty:

The following are the key assumptions concerning the future, and other key sources of estimation of uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year

a. Impairment of investments

The Company reviews its carrying value of investments carried at amortized cost annually, or more frequently when there is indication for impairment. If the recoverable amount is less than its carrying amount, the impairment loss is accounted for.



b. Provisions

Provisions (excluding retirement benefits and compensated absences) are not discounted to its present value and are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date adjusted to reflect the current best estimates.

c. Contingent liabilities

Contingent liabilities arising from past events the existence of which would be confirmed only on occurrence or non-occurrence of one or more future uncertain events not wholly within the control of the Company or contingent liabilities where there is a present obligations but it is not probable that economic benefits would be required to settle the obligations are disclosed in the financial statements unless the possibility of any outflow in settlement is remote.

d. Fair value measurements and valuation processes:

For financial reporting purposes, fair value measurements are categorized into Level 1, 2 or 3 based on the degree to which the inputs to the fair value measurements are observable and the significance of the inputs to the fair value measurement in its entirety, which are described as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company can access at the measurement date;
- Level 2 inputs are inputs, other than quoted prices included within Level 1, that are observable for the asset or liability, either directly or indirectly; and
- Level 3 inputs are unobservable inputs for the asset or liability.



Odisha Coal and Power Limited
Notes forming part of the financial statements

5. Property, Plant & Equipment.

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Carrying amounts of :		
Freehold Land	110.68	110.68
Buildings	28,043.04	13,135.89
Road, bridge and culverts	5,503.90	4,944.59
Furniture & Fixtures	1,649.60	224.96
Vehicle	29.80	0.29
Plant & Machinery (CHP)	44,723.75	46,320.10
Office and other Equipments	1,703.52	384.31
Power supply, Transmission line & Substations	2,438.01	2,347.41
Water pipeline	7,810.20	8,065.51
Total	92,012.51	75,533.75

(Rupees in Lakhs)

Particulars	Freehold Land	Building, Sheds & others	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery (CHP & others)	Power supply, Transmission line & Substations	Water Pipeline	Total
Cost										
Balance as at April 1, 2023	110.68	13,852.84	5,377.84	295.00	5.73	604.22	48,112.68	2,581.94	8,229.44	79,170.36
Additions	-	15,635.59	993.80	1,488.18	30.72	1,432.14	242.47	343.37	5.31	20,171.58
Disposals	-	-	-	-	-	-	-	-	-	-
Balance as at March 31, 2024	110.68	29,488.43	6,371.64	1,783.18	36.45	2,036.36	48,355.15	2,925.31	8,234.75	99,341.95

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery (CHP & others)	Power supply, Transmission line & Substations	Water pipeline	Total
Accumulated depreciation and impairment										
Balance as at April 1, 2023	-	716.95	433.25	70.04	5.44	219.91	1,792.57	234.53	163.93	3,636.61
Elimination on disposals of assets	-	-	-	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	728.44	434.49	63.55	1.21	112.93	1,838.82	252.77	260.62	3,692.82
Balance as at March 31, 2024	-	1,445.39	867.74	133.58	6.65	332.84	3,631.40	487.29	424.55	7,329.43

(Rupees in Lakhs)

Particulars	Freehold Land	Buildings	Road Bridge & Culverts	Furniture & Fixtures	Vehicle	Office and other Equipments (including EDP)	Plant & Machinery (CHP & Others)	Power supply, Transmission line & Substations	Water pipeline	Total
Carrying amount										
Balance as at April 1, 2023	110.68	13,135.89	4,944.59	224.96	0.29	384.31	46,320.10	2,347.41	8,065.51	75,533.75
Additions	-	15,635.59	993.80	1,488.18	30.72	1,432.14	242.47	343.37	5.31	20,171.58
Disposals	-	-	-	-	-	-	-	-	-	-
Depreciation & amortisation for the period	-	728.44	434.49	63.55	1.21	112.93	1,838.82	252.77	260.62	3,692.82
Balance as at March 31, 2024	110.68	28,043.04	5,503.90	1,649.60	29.80	1,703.52	44,723.75	2,438.01	7,810.20	92,012.51

(i) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present, future immovable properties. For details refer Note-20.

(ii) At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that any asset may be impaired and did not recognise any impairment charge during the year ended March 31, 2024.



Odisha Coal and Power Limited

Notes forming part of the financial statements

6. Right-of-Use Assets (ROU)

Particulars	Category of 'ROU' Assets			Total
	Leasehold land	CBA Govt. non forest land	Others	
Cost as at April 1, 2023	58,444.53	18,792.42	-	77,236.95
Addition:	1,499.59	-	-	1,499.59
Deletion:	-	-	-	-
Balance as at March 31, 2024	59,944.12	18,792.42	-	78,736.55
Accumulated depreciation or amortization				-
Balance as at April 1, 2023	6,410.37	152.44	-	6,562.80
Depreciation & amortisation for the period	2,091.56	461.09	-	2,552.64
Total amortization as at March 31, 2024	8,501.92	613.52	-	9,115.45
Carrying amount as on April 1, 2023	52,034.16	18,639.99		70,674.15
Additions/deletion:	1,499.59	-		1,499.59
Depreciation/amortization during the year	2,091.56	461.09		2,552.64
Carrying amount as at March 31, 2024	51,442.20	18,178.90	-	69,621.10

i) 'ROU' includes development cost on lease land and rehabilitation & resettlement expenses of the project displaced families.

ii) 'The leasehold land for Manoharpur coal mine has been acquired through Odisha Industrial development corporation (IDCO) as per the prescribed procedure in this regard under Land Acquisition Act 1894. 'ROU-Leasehold land' includes the cost of Govt. land and private land on which physical possession has been obtained from IDCO and amortized it over a period of 30 years. The company recognises the registration cost or any other documentation charges in the year when it is incurred, upon registration of lease agreement with IDCO in respect of the aforesaid land and amortized over the remaining period of useful life.

iii) The cost of 'ROU' also includes the expenditure incurred towards rehabilitation & resettlement, registration cost of leasehold land, cost of tree felling, cost of R&R colony construction, present value of future obligation towards annuity payable for project displaced families and all other expenditures which are directly attributable in acquisition/development of the land.

iv) The MoC, GOI vide notification dated 16-07-2020 and 07-09-2020 vested all the rights of land measuring 1691.730 acres in favor of the company under sec-11(1) of CBA (A&D) Act 1957, which includes Govt. non forest land of 761.98 Acre for Dip side of Manoharpur coal block for which a demand from Tahasildar, Hemgir had been received for Rs.187.92 Crore on dated 01-12-2022. The vesting of above CBA land is subject to a condition that OCPL would make all payments in respect of compensation, interest, damages, etc. as determined under the provisions of the said Act and other relevant laws. Accordingly, the company recognized the demanded amount of Rs.187.92 Crore on provision basis w.e.f 01-12-2022 as "Right of Use Asset" which is to be amortized over the balance useful life of the project. The subsequent cost of structure, tree felling and etc. over such land if any shall be recognized in the year in which the demand is received from the Govt. authorities.



Odisha Coal and Power Limited

Notes forming part of the financial statements

7. Capital work-in Progress:

Details of Capital Work In Progress are as follows:

(Rupees in Lakhs)			
Particulars	As at March 31, 2023	Addition/ (Capitalised) during the year	As at March 31, 2024
Construction of Mine Township complex	15,026.17	(15,026.17)	0
132 KV Bays Extension	1,819.99	1.73	1,821.73
Power, Supply & Lightings	1,499.57	77.67	1,577.24
Road and Bridges	353.40	(353.40)	-
Office Interior and furnishing	419.46	(419.46)	-
Consultancy & others for Dip-side Manoharpur coal block	33.72	(33.32)	0.40
Other Misl. Civil Infrastructures	96.89	(58.89)	38.01
Total	19,249.21	(15,811.84)	3,437.37

i) The term loan taken from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd. is secured through equitable mortgage on all present & future immovable properties. For details refer note-20.

ii) At the end of the reporting period, the Company has assessed the external and internal indicators of impairment and found that there is no such indication that CWIP may be impaired and did not recognise any impairment charge during the year ended March 31, 2024.

iii) Additional Regulatory Information:

CWIP Ageing schedule

(Amount in lakhs)

CWIP	As at March 31, 2024				Total
	Amount in CWIP for a period of				
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
Projects in progress	103.73	-	-	3,333.64	3,437.37
Projects temporarily suspended	-	-	-	-	-

Details of CWIP whose completion is overdue is exhibited below.

(Amount in lakhs)

As at March 31, 2024					Total
CWIP	To be completed in				
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
Projects in progress	3,437.37	-	-	-	3,437.37
Projects temporarily suspended	-	-	-	-	-



Odisha Coal and Power Limited
Notes forming part of the financial statements

8. Other Intangible assets

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Carrying amounts of :		
Software	4.95	4.95
Mining lease right	1,377.77	1,437.41
Exploration for evaluation of Mineral Resources	11,495.85	11,994.83
Right to use Forest land	3,674.25	2,501.09
Site restoration/Mine closure cost	13,246.55	-
Total	29,799.38	15,938.27

(Rupees in Lakhs)

Particulars	Softwares	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Site Restoration cost/Mine closure	Total
Cost						
Balance as at April 1, 2023	105.83	1,789.00	3,112.86	12,743.41	-	17,751.10
Additions	-	-	1,287.80	-	13,263.43	14,551.22
Disposals	-	-	-	-	-	-
Balance as at March 31, 2024	105.83	1,789.00	4,400.65	12,743.41	13,263.43	32,302.32

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Site Restoration cost/Mine closure	Total
Accumulated depreciation and impairment						
Balance as at April 1, 2023	100.88	351.59	611.77	748.59	-	1,812.83
Elimination on disposals of assets	-	-	-	-	-	-
Depreciation & amortisation for the period	-	59.63	114.63	498.98	16.88	690.11
Balance as at March 31, 2024	100.88	411.22	726.40	1,247.56	16.88	2,502.94

(Rupees in Lakhs)

Particulars	Software	Mining lease right	Right to use Forest land	Exploration for evaluation of Mineral Resources	Site Restoration cost/Mine closure	Total
Carrying amount						
Balance as at April 1, 2023	4.95	1,437.41	2,501.09	11,994.83	-	15,938.27
Additions	-	-	1,287.80	-	13,263.43	14,551.22
Disposals	-	-	-	-	-	-
Depreciation & amortisation for the year	-	59.63	114.63	498.98	16.88	690.11
Balance as at March 31, 2024	4.95	1,377.77	3,674.25	11,495.85	13,246.55	29,799.38

i) "The right to use Forest land under intangible asset represents the amount deposited with MOEF (and other directly attributable expenditure) towards forest diversion as approved under stage-II forest clearance to use the forest at coal bearing area. The total capitalized forest diversion consists of 495.35 acre out of which the company is in possession of 491.27 acre and the balance 4.08 acre is in subjudice at Hon'ble Highcourt of Odisha, the possession of which is yet to be obtained.

ii) Right to use Forest also includes an amount of Rs.440.48 lakh towards forest diversion of 5.777 Ha of forest land for construction of 33KV power transmission line against which Stage-II clearance from Ministry of Environment Forest & Climate Change has been granted on 18-12-2023. It further includes an amount of Rs.847.30 lakh paid to GOI towards Site specific wildlife conservation plan for expansion of Manoharpur coal mines from 8MTPA to 16MTPA.

iii) Software renewal and annual maintainance charges are charged to revenue.



Odisha Coal and Power Limited

Notes forming part of the financial statements

9. Loans or deposits- Non current

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
a) Security Deposits		
- Secured, considered good	-	-
- Unsecured, considered good	268.12	240.19
- Doubtful	-	-
Less : Allowance for bad and doubtful advances	-	-
b) Loans to related parties		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances		
c) Loans to employees		
- Secured, considered good	-	-
- Unsecured, considered good	-	-
- Doubtful	-	-
Less : Allowance for bad and doubtful advances		
Total	268.12	240.19

10. Other Financial assets- Non current

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
a) Balances with Bank		
(i) In Deposit Account:		
Mine Closure ESCROW	3,390.02	2,239.77
b) Balances with Bank in Deposits with maturity more than 12 month'-		
(i) Un restricted balances with Banks in Deposit account	-	22,499.01
(ii) Deposits held as Margin money	3,293.53	5,196.60
Total	6,683.55	29,935.39

i) **Mine Closure Escrow deposit:** The balances with banks under "Mine closure escrow deposit" represents the annual mine closure cost deposited in Escrow account as per the approved Mine closure plan and guidelines of MoC, GoI for preparation of mine closure.

ii) The deposit in Escrow has been made in the form of fixed deposit for a period less than 5 years, the withdrawal from which is subject to the terms & conditions of the Escrow agreement executed between Union Bank of India (being the Escrow agent), OCPL, and the Coal Controller's Organisation, MoC.

iii) Deposits held as Margin money represents cash margin maintained at various banks for more than 12 month for issuance of bank guarantees submitted to MoC and other Govt. authorities.



Odisha Coal and Power Limited

Notes forming part of the financial statements

11. Other non-current assets

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Capital Advances:		
a) Advance against acquisitions of Land & Building.	1,373.22	2,081.93
Advance to contractors	-	-
Others	48.16	129.70
TOTAL	1,421.38	2,211.64

i) 'Capital advance represents the payment made towards NPV and other related cost for forest diversion of 15.701 hac of forest land including compensatory afforestation which stage-II clearance is yet to be obtained from MoEF & CC.

ii) Advance against acquisition of land and building also includes advance of Rs.1,000 lakh paid to OPTCL during FY.2021-22 towards purchase of building at Shakti Bhawan. The registration of the building is yet to be obtained.

iii) The amount of advance to the extent recoverable within 12 month from the balance sheet date has been classified under other current Assets and recoverable for a period more than 12 months from the balance sheet date has been classified as Non-current.

iv) Other asset represents prepaid expenses towards BG commision, statutory fees and etc. relating to FY.2025-26.



Odisha Coal and Power Limited

Notes forming part of the financial statements

12. Inventories

(Rupees in Lakh)

Particulars	As at March 31, 2024	As at March 31, 2023
i) Finished goods		
Stock of Coal	2,353.59	1,179.31
Less: Provision	-	-
ii) Stock in transit	-	-
Less: Provision	-	-
Total	2,353.59	1,179.31

i) Inventories have been valued at lower of Cost or Net realizable value.

13. Trade receivables-Current

(Rupees in Lakh)

Particulars	As at March 31, 2024	As at March 31, 2023
Trade receivables		
(a) Secured, considered good	-	-
(b) Un-secured, considered good	16,393.81	10,731.42
(c) Doubtful	-	-
Less: Allowance for credit loss	-	-
Total	16,393.81	10,731.42

i) Trade receivables are dues in respect of sale of coal to Mahanadi Coal Fields Limited & Odisha Power Generation Corporation Ltd. only.

ii) Trade receivable are realisable within 12 months from the balance sheet date and classified as current.

iii) No trade receivables are due from directors nor from any firm/private company in which any director is a partner, a director or member.

iv) The trade receivable ageing schedule as on the reporting date is as follows.



Particulars	As at March 31, 2024					Total
	Less than 6 months	6 months - 1 year	1-2 years	2-3 years	More than 3 years	
(i) Undisputed Trade Receivable considered goods	16,293.99	0.38	99.44	-	-	16,393.81
(ii) Undisputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables- credit impaired	-	-	-	-	-	-
(iv) Disputed Trade Receivables - considered goods	-	-	-	-	-	-
(v) Disputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables- credit impaired	-	-	-	-	-	-

Particulars	As at March 31, 2023					Total
	Less than 6 months	6 months - 1 year	1-2 years	2-3 years	More than 3 years	
(i) Undisputed Trade Receivable considered goods	10,506.07	225.35	-	-	-	10,731.42
(ii) Undisputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(iii) Undisputed Trade Receivables- credit impaired	-	-	-	-	-	-
(iv) Disputed Trade Receivables - considered goods	-	-	-	-	-	-
(v) Disputed Trade Receivables- which have significant increase in credit risk	-	-	-	-	-	-
(vi) Disputed Trade Receivables- credit impaired	-	-	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

14. Cash and Cash Equivalents

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Balances with banks		
(1) Unrestricted Balance with banks		
(i) Current Accounts	121.10	141.50
(ii) Deposits with original maturity upto three months	8,600.00	5,025.24
Cash and cash equivalents as per balance sheet	8,721.10	5,166.74
(1) Deposits having maturity period of more than three months and upto 12 month	8,801.57	15,331.01
(2) Earmarked Balances with banks		
(i) Current Accounts- earmarked for CSR spend	352.70	-
(ii) Deposit Accounts	-	1,273.01
(iii) In deposits held as Margin money	4,791.84	1,508.42
Total	13,946.11	18,112.44
Total Cash and Cash Equivalents	22,667.21	23,279.18

i) The cash and bank balances are denominated and held in Indian rupees.

ii) The earmarked balance in deposit account represents the fund earmarked in separate accounts in the form of short term deposits as per the Arbitration Tribunal order in the case of BGR Mining Vs. OCPL.

iii) Deposits held as Margin money represents the cash margin maintained at Canara Bank for issuance of performance bank guarantee submitted to Nominated Authority, MoC.

15. Others

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Interest accrued on loans and deposits	562.11	1,559.86
Other receivables	20.86	1,440.62
Receivable from Mine closure escrow deposit account	1,119.89	-
TOTAL	1,702.86	3,000.47

i) Interest accrued on loans and deposits primarily relates to Term Deposits.

ii) Receivable from Mine Closure escrow account represents the amount claimed before CCO, MoC towards progressive mine closure expenses made from the year 2018-19 to 2022-23. The amount is subject the acceptance by the Coal Controller Organisation, MoC.



Odisha Coal and Power Limited

Notes forming part of the financial statements

16. Current tax assets and liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Current tax assets		
Income Tax TDS/TCS receivables	760.62	1,636.90
Advance Tax & Self assessment tax	7,350.25	24,195.27
TOTAL	8,110.86	25,832.18
Current tax liabilities		
Provision for Income Tax	6,123.81	26,464.21
TOTAL	(1,987.05)	632.04

17. Other Current assets

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Advances to employees	-	0.25
Advances to contractor & suppliers	695.61	668.78
Advance duties	26.22	80.52
Tax receivables (GST Input Credit)	11,069.44	10,192.19
Others	240.05	161.77
TOTAL	12,031.32	11,103.51

i) Advance to contractor/ suppliers represents the mobilization & other advances paid for capital works as well as for services and are expected to be realizable or recoverable within 12 months from the balance sheet date.

ii) Advance duties indicates the amount paid in advance towards Royalty, NMET & DMF , for the quantity of coal which has not been dispatched/invoiced and is subject to reconciliation with Govt. authorities.

iii) Other assets represents, prepaid amount towards Insurance premium, statutory fees, guarantee commission, and others for the period relating to financial year 2024-25.



Odisha Coal and Power Limited

Notes forming part of the financial statements

18. Equity Share Capital

Particulars	(Rupees in Lakhs)	
	As at March 31, 2024	As at March 31, 2023
Equity Share Capital	42,595.00	42,595.00
TOTAL	42,595.00	42,595.00
Authorised Share Capital		
750,000,000 nos. of equity shares of Rs.10/- each (Previous Year: 750,000,000 nos. of equity shares of Rs.10/- each)	75,000.00	75,000.00
Issued and Subscribed capital comprises :		
425,950,000 nos. of equity shares of Rs.10/- each (Previous year: 425,950,000 nos. of equity shares of Rs.10/- each)	42,595.00	42,595.00
Total	42,595.00	42,595.00

Notes

(i) The movement in subscribed and paid up share capital is set out below:

	As at March 31, 2024		As at March 31, 2023	
	No. of shares	Rs. Lakhs	No. of shares	Rs. Lakhs
Ordinary shares of Rs.10 each				
At beginning of the year	42,59,50,000	42,595.00	42,59,50,000	42,595.00
Shares allotted during the year	-	-	-	-
	42,59,50,000	42,595.00	42,59,50,000	42,595.00

Shares in the company held by each shareholder holding more than 5% shares:

Name of Shareholder (Promoter)	As at March 31, 2024			As at March 31, 2023		
	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	% change during the year	No. of Shares Held (Face value of Rs. 10 each)	% of Total Shares	% change during the year
Odisha Power Generation Corporation Limited	21,72,34,500	51.00%	-	21,72,34,500	51.00%	-
Odisha Hydro Power Corporation Limited	-	-	49%	-	-	0.49
Governor of Odisha, represented by Govt. of Odisha	20,87,15,500	49.00%	49%	20,87,15,500	49.00%	0.49

(i) The company has only one class of shares referred to as 'Equity Shares' having a par value of Rs.10/- each. Each holder of equity shares is entitled to one vote per share. In the event of liquidation of the Corporation, the holders of equity shares will be entitled to receive any of the remaining assets of the corporation, after distribution of all preferential amounts. However, no such preferential amounts exist currently. The distribution will be in proportion to the number of equity shares held by the shareholders.

(ii)

Pursuant to execution of Share Purchase Agreement (SPA) on dated 26-12-2022 and transfer of purchase consideration to OHPC by Govt. of Odisha on 30-12-2022, the Governor of Odisha represented by Govt. of Odisha becomes the Shareholder with 49% of Equity (20,87,15,500 nos. of Equity share @ a face value of Rs.10/- each).



Odisha Coal and Power Limited

Notes forming part of the financial statements

19. Other equity

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Share Application Money Pending allotment	-	-
Retained earnings	99,858.95	80,595.63
Total	99,858.95	80,595.63

(i) Retained Earnings

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Balance at the beginning of the period	80,595.63	14,547.99
Profit (Loss) attributable to owners of the Company	19,263.33	80,423.17
Dividend paid for the year 2021-22	-	(4,375.53)
Interim dividend for the FY.2022-23	-	(10,000.00)
Balance at the end of the period	99,858.95	80,595.63

Dividend paid:

a) Pursuant to the approval of the Shareholders in the 7th Annual General Meeting of the Company held on 22-11-2022 and on recommendation of the Board, the Company has distributed Dividend for the FY.2021-22 @ 30% of the distributable profit in proportion to the shareholding. The company has distributed Rs.4,375.53 lakh dividend for the FY.2021-22 (Rs.2,231.52 lakh to OPGC and Rs.2,144.01 lakh to OHPC) on 21-12-2022.

b) The Board in its 61st meeting held on 30-12-2022 has declared interim dividend for the FY.2022-23 for Rs.10,000 lakh to be distributed in proportion to the shareholding i.e 51:49. The Interim dividend has been distributed on 30-01-2023 by Rs.5,100 lakh and Rs.4,900 lakh to OPGC & OHPC respectively.



Odisha Coal and Power Limited

Notes forming part of the financial statements

20. Borrowings - Non-current

(Rupees in Lakhs)		
Particulars	As at March 31, 2024	As at March 31, 2023
Secured borrowings - at amortised cost		
Union Bank of India (UBI)	15,597.76	18,931.01
Punjab National Bank (PNB)	22,914.71	27,382.04
Rural Electrification Corporation Limited (REC Ltd)	21,332.56	22,932.47
Total	59,845.03	69,245.52

(i) Term loan of Rs.50,000 lakhs, Rs.53,600 lakhs and Rs.57,130 lakh was sanctioned from Union Bank of India, Punjab National Bank and Rural Electrification Corporation Ltd respectively for development of Manoharpur Coal Mine at Sundargarh district. Subsequently, the sanctioned term loan from REC has been revised to Rs.27,530 lakh and a fresh sanction of Rs.29,600 lakh was obtained from Punjab National Bank by way of carv-out from the term loan of Rs.57,130 lakh sanctioned initially from REC Ltd. The sanctioned term loan of Rs.29,600 lakh against which Rs.9,00 lakh drawn stands closed during the current financial year.

(ii) **Security:**

The term loans including interest and other charges have been secured by way of pari-passu basis through equitable mortgage by way of hypothecation of all tangibles, movable plants/machinery/other assets, both present and future including Book Debts and immovable property situated at Manoharpur or other places along with Building in favour of the lenders.

(iii) **Repayment:**

- The term loan from UBI has been facilitated for a period of 18 years (including 3 years of moratorium from the month of first disbursement) with 15 years of repayment period. The repayment shall be in 60 quarterly installment after the moratorium period. The repayment of loan from UBI has commenced w.e.f Nov'2020.
- The term loan from PNB shall be repaid in 60 quarterly installments starting from 3 year after the first disbursement. Interest after the moratorium period is to be paid as and when charged to the account in respect of each of the above loan. The repayment of loan from PNB has commenced w.e.f Dec'2020.
- The loan from REC has been sanctioned with a moratorium period of 3 years and shall be repaid in 180 equal monthly installments. The loan obtained from REC is under moratorium period as on the reporting date. The repayment has commenced w.e.f August 2023.

(iv) **Interest:**

- Interest on term loan obtained from UBI is currently served @ 8.90% p.a (8.65% till March'2024) . The interest is to be reset after one year from the first disbursal and shall be applied for the following months.
- The interest is served on monthly rest and calculated on daily reduction balance basis.
- Interest on term loan obtained from PNB is currently served @ 8.65% p.a which is 1 year MCLR rate. The interest is to be reset after 1 year from the first disbursal and so on.
- The term loan from REC carries an interest rate of 10.15% p.a w.e.f 19-01-2024 (earlier 9.40%) compounded monthly.
- The maturity profile of the borrowing (including interest) is as follows.

Contractual Maturities	As at March 31, 2024	As at March 31, 2023
Not later than 1 year or payable on demand	14,508.74	14,835.45
Later than 1 year not later than 5 years	59,957.78	66,623.51
Later than 5 years	24,441.08	45,169.26
Total repayable	98,907.60	1,26,628.22

21. Other financial liability- Non current

(Rupees in Lakhs)		
Particulars	As at March 31, 2024	As at March 31, 2023
Security deposits received	1,004.22	1.98
Total	1,004.22	1.98

The deposits are non interest bearing and refundable in nature.



Odisha Coal and Power Limited

Notes forming part of the financial statements

22. Provisions - Non-current

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
i) Provision for employee benefits:		
-towards Gratuity	83.33	50.51
- towards leave encashment/EL	113.21	71.63
ii) Provision for lease liability	1,144.89	863.38
iii) Provision for Mine closure obligation as per Mine plan	13,263.43	-
Total	14,604.86	985.51

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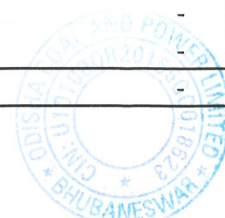
- i) The provision for employee benefit indicates the provision made of Gratuity & EL of the employees under OCPL role, based on the actuary valuation. The liability towards Gratuity and other employee benefits of OPGC deputed employees have been included in note- 26 as 'Payable to related party'.
- ii) The company has recognised the provision for employee benefit based on actuary valuation made during the year 2023-24 and the same is unfunded as on the reporting date. Detail disclosures in this regard is provided at the below of this note.
- iii) The Company's obligations for progressive and final mine closure is in accordance with the guidelines of Ministry of Coal, Government of India and is as prescribed in the Mine plan. The Company estimates its obligations for mine closure, site restoration and decommissioning based on the detailed calculation & technical assessment of the amount and timing of future cash spending for the required work and provided for as per approved mine closure plan. The estimate of expenses is escalated for inflation and then discounted at a discount rate that reflect the present value of expenditure required to settle the obligation.
- iv) The following table sets out the amounts recognized in the financial statements for gratuity plans in respect of the Company.

(Rupees in Lakh)

Change in defined benefit obligations:	Gratuity	Leave Encashment
	As at March'2024	
(a) Present value of obligation as at the beginning of the year	50.61	75.67
(b) Current service cost	27.54	36.23
(c) Interest cost	3.72	5.57
(d) Remeasurement (gains)/losses	2.93	5.50
(e) Benefits paid	-	(3.54)
Obligation as at the end of the year	84.81	119.43

(Rupees in Lakh)

Change in plan assets:	Gratuity	Leave Encashment
	As at March'2024	
(a) Fair value of plan assets as at beginning of the year	-	-
(b) Interest income	-	-
(c) Remeasurement gains/(losses)	-	-
(d) Employers' Contributions	-	-
(e) Benefits paid	-	-
Fair value of plan assets as at end of the year	-	-



(Rupees in Lakh)

Amount recognised in the balance sheet consists of:	Gratuity	Leave Encashment
	As at March'2024	
(a) Fair value of plan assets as at end of the year	-	-
(b) Present value of obligation as at the end of the year	84.81	119.43
(c) Un-funded (liability) recognised in the balance sheet	(84.81)	(119.43)

(Rupees in Lakh)

Costs recognised in the statement of profit and loss consist of:	Gratuity	Leave Encashment
	As at March'2024	
(a) Current service cost	27.54	36.23
(b) Net interest expense/(income)	3.72	5.57
© Net actuarial (gain)/loss	2.93	5.50
Costs recognised in the statement of profit and loss:	34.19	47.30

v) The assumptions used in accounting for retiring gratuity & leave encashment are set out below:

Particulars	Year ended March 31,2024	Year ended March 31,2023
(a) Discount rate (%)	7.22	7.36
(b) Rate of escalation in salary (%)	7.79	7.79

vi) The table below outlines the effect on defined benefit obligation i.e Gratuity & Leave encashment in the event of a decrease/increase of 0.50 % in the assumed rate of discount rate and salary escalation rate.

As at March 31, 2024

Assumption	Change in assumption	Impact on scheme liabilities
Discount rate	Increase by 0.50%,	(12.35)
	Decrease by 0.50%	13.58
Salary escalation	Increase by 0.50%,	13.39
	Decrease by 0.50%	(12.35)

vii) Mortality & Morbidity rates - 100% of IALM (2012-14) rates have been assumed which also includes the allowance for disability benefits.

viii) Valuations are based on certain assumptions, which are dynamic in nature and vary over time. As such company is exposed to various risks as follow -

a) Salary Increases- Actual salary increases will increase the Plan's liability. Increase in salary increase rate assumption in future valuations will also increase the liability.

b) Investment Risk – If Plan is funded then assets liabilities mismatch & actual investment return on assets lower than the discount rate assumed at the last valuation date can impact the liability.

c) Discount Rate : Reduction in discount rate in subsequent valuations can increase the plan's liability.

d) Mortality & disability – Actual deaths & disability cases proving lower or higher than assumed in the valuation can impact the liabilities.

e) Withdrawals – Actual withdrawals proving higher or lower than assumed withdrawals and change of withdrawal rates at subsequent valuations can impact Plan's liability.

B. Provision for lease liability indicates the present value of future obligation towards payment of annuity to PDF's of village Ghumudasan.



Odisha Coal and Power Limited

Notes forming part of the financial statements

23. Deferred tax balances

(Rupees in Lakhs)		
Particulars	As at March 31, 2024	As at March 31, 2023
Deferred Tax Assets	51.41	31.79
Less : Deferred Tax Liabilities	6,992.22	4,638.20
Net Defer Tax Asset/ (Liability)	(6,940.80)	(4,606.41)

(i) Significant component of deferred tax assets and liabilities for the year ended March 31, 2024 is as follows:

(Rupees in Lakhs)					
	Opening balance as at April 1, 2023	Deferred tax (expense)/income recognised in profit and loss	Deferred tax expense/ (income) recognised in OCI	Deferred tax expense/ (income) recognised in other equity	Closing balance as at March 31, 2024
Deferred tax assets					
Provisions	31.79	19.62	-	-	51.41
Total	31.79	19.62	-	-	51.41
Deferred tax liabilities					
Property, plant and equipment	(2,654.70)	(1,563.02)	-	-	(4,217.72)
Intangible assets	(1,983.51)	(790.99)	-	-	(2,774.50)
Total	(4,638.21)	(2,354.01)	-	-	(6,992.22)
Net Deferred tax assets/(liabilities)	(4,606.42)	(2,334.38)	-	-	(6,940.80)

Significant component of deferred tax assets and liabilities for the year ended March 31, 2023 is as follows:

(Rupees in Lakhs)					
	Opening balance as at April 1, 2022	Deferred tax expense/(income) recognised in profit and loss	Deferred tax expense/ (income) recognised in OCI	Deferred tax expense/ (income) recognised in other equity	Closing balance as at March 31, 2023
Deferred tax assets					
Provisions	19.46	12.32	-	-	31.79
Total	19.46	12.32	-	-	31.79
Deferred tax liabilities					
Property, plant and equipment	(1,062.73)	(1,591.97)	-	-	(2,654.70)
Intangible assets	(1,485.44)	(498.07)	-	-	(1,983.51)
Total	(2,548.17)	(2,090.04)	-	-	(4,638.20)
Net Deferred tax assets/(liabilities)	(2,528.71)	(2,077.71)	-	-	(4,606.41)

(ii) The company has recognized deferred taxes at the tax rate of 25.168% i.e concessional rate of income tax u/s. 115BAA (March 31, 2023: 27.82%) as per the Income Tax Act, 1961.



Odisha Coal and Power Limited

Notes forming part of the financial statements

24. Borrowings - Current

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Current maturities of non-current borrowings		
From commercial banks/FI's - Secured:		
i) Union Bank of India (UBI)	3,333.32	9,333.32
ii) Punjab National Bank (PNB)	3,573.32	7,573.32
iii) Rural Electrification Corporation Limited (REC Ltd)	1,599.84	1,066.56
Un-secured borrowings- at amortized cost	-	-
Total	8,506.48	17,973.20

i) Details with regard to rate of interest, repayment terms and security of Current maturities of non-current borrowings as indicated above is disclosed vide note-20.

ii) The company has obtained a sanction of working capital loan for Rs.5,000 lakh from Union Bank of India primarily secured on book debt & stock and the outstanding as on March'24 stands Nil.

iii) The company has made pre-payment of Rs.10,000 lakh against the term loan taken from Union Bank of India and Punjab National Bank during the current financial year in the ratio of 60:40 (March 31, 2023: Rs.21,942.20 lakh).

25. Trade payables

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Trade payable for goods and services:		
Total outstanding dues of		
-Micro and small enterprises	-	-
-Creditors otherthan micro and small enterprises	5,053.44	6,716.31
Total	5,053.44	6,716.31

i) The trade payable primrily consists of dues to mine operator.

ii)The disclosures relating to Micro and Small Enterprises as defined in the "The Micro, Small and Medium Enterprises Development Act, 2006"are as under. This has been determined to the extent such parties have been identified on the basis of information available with the Company.

(Rupees in Lakhs)

Description	As at March 31, 2024	As at March 31, 2023
i. The principal amount remaining unpaid to supplier as at the end of the year	-	-
ii. The interest due thereon remaining unpaid to supplier as at the end of the year	-	-
iii. The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under this Act	-	-
iv. The amount of interest accrued during the year and remaining unpaid at the end of the year	-	-



iii) Additional Regulatory Information:

Trade payable ageing schedule	As at March 31, 2024			
Particulars	Less than 1 year	1-2 years	2-3 years	> 3 years
(i)MSME	-	-	-	-
(ii)Others	5,053.44	-	-	-
(iii)Disputed dues- MSME	-	-	-	-
(iv)Disputed dues- Others	-	-	-	-

Trade payable ageing schedule	As at March 31, 2023			
Particulars	Less than 1 year	1-2 years	2-3 years	> 3 years
(i)MSME	-	-	-	-
(ii)Others	6,716.31	-	-	-
(iii)Disputed dues- MSME	-	-	-	-
(iv)Disputed dues- Others	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

26. Other Financial Liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Capital Creditors	3,743.34	21,370.34
Payable to related party	46.66	27.90
Security & Retention money deposits	2,357.87	2,075.61
Other payable for goods and services	2,708.68	895.20
Total	8,856.55	24,369.04

- (i) Payable to related party indicates the amount payable to OPGC towards reimbursement of Gratuity, Leave pay, one time pension, & terminal TA of employees deputed to the company and other administrative expenditures incurred by OPGC for the company. The amount payable towards post employment benefit of deputed employees is as per the actuary valuation done OPGC.

27. Provisions- Current

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
i) Provision for employee benefit:		
-towards Gratuity	1.48	0.10
- towards leave encashment/EL	6.23	4.05
ii) Provision for lease liability	76.50	74.82
iii) Provision for CSR to be spent on ongoing projects	373.63	24.05
iv) Others	1,196.10	-
	1,653.94	103.02

- i) The provision for unspent amount of CSR obligation for the FY.2022-23 has been retrospectively restated as prior period errors.
- ii) Other provision represents the escalation on mining fee payable to mine operator on estimated basis for the FY.2023-24 on account of change in coefficients as amended in MSA on dated 3rd September, 2024.

28. Other Current Liabilities

(Rupees in Lakhs)

Particulars	As at March 31, 2024	As at March 31, 2023
Advance received from Customers	2,910.53	5,952.51
Statutory dues payable	8,549.46	9,300.34
	11,459.99	15,252.84

- (i) Advance received from customer primarily includes advances received in respect of e-auction of coal sales made against which coal supplies/despatch will be made in subsequent financial year.
- (ii) Statutory dues payables primarily includes liabilities towards royalty, income tax deducted at source, BOCW cess, GST Cess, employer & employee contribution to CMPF and CMPS etc.



Odisha Coal and Power Limited

Notes forming part of the financial statements

29. Revenue from Operations

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
Sale of Coal (A)	1,76,673.60	2,58,973.22
Less: Other statutory levies		
Royalty (incl. Addl. Royalty)	15,915.55	27,515.42
National Minearal Exploration Trust	235.78	443.20
District Mineral Foundation	1,178.89	2,215.99
CGST	3,549.73	5,335.89
SGST	3,549.73	5,335.89
IGST	134.42	105.32
TCS	44.30	282.00
GST compensation cess	33,139.42	32,875.10
Total levies (B)	57,747.81	74,108.81
Sales- Net off statutory levies (A-B)	1,18,925.79	1,84,864.41
Total	1,18,925.79	1,84,864.41

i) The revenue from operation represents the revenue generated from sale of coal to Odisha Power Generation Corporation Ltd (OPGC) and to various customers from commercial sales through e-auction as on the reporting date.

ii) Revenue includes sale of Coal (net off of taxes) to OPGC for Rs.80,836.80 lakh, E Auction of coal in commercial market for Rs. 38,055.15 lakhs and others for Rs.33.85 lakh for the period under reporting (March 31, 2023: Rs.77,113.54 lakh against coal sale to OPGC and Rs.1,07,750.87 lakh from commercial sales).

iii) Odisha Electricity Regulatory Commision (OERC) is yet to frame appropriate regulation/orders for fixation of input price of coal from Integrated Manoharpur and Dip-side Manoharpur Coal block for supply of coal to the specified end user plant of OPGC. In the absence of such regulation, the revenue from sale of coal to OPGC are being provisionally recognized based on CIL notified price.

30. Other Income

(Rupees in Lakhs)			
	Particulars	Year ended March 31, 2024	Year ended March 31, 2023
a)	Interest Income		
	i) Interest from Bank Deposits at amortised Cost	2,834.03	3,687.44
	ii) Interest from Advances to contractors & others	14.68	212.38
	iii) Interest on Tax refunds	-	1.18
b)	Other Non-operating income:		
	i) Sale of Tender Form	1.61	3.80
	ii) Rent	39.93	2.00
	iii) Penalty, LD & other recoveries	78.04	509.26
	iv) Miscl. Income	1.02	1.47
	Total	2,969.31	4,417.53



Odisha Coal and Power Limited

Notes forming part of the financial statements

31. Cost of mine operation/excavation.

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
Cost of mine operator	49,691.31	48,948.03
Statutory levy on coal production		
-Coal reserve price	18,821.03	9,582.98
-Others including statutory levies	3,436.22	82.87
Total:	71,948.56	58,613.88
<i>Less: Transferred to CWIP for allocation</i>	-	-
Total:	71,948.56	58,613.88

i) Others represents user fees and taxes paid to Govt. of Odisha in relation to coal excavation.

32. Change in inventories of finished goods/ work in progress and stock in trade.

(Rupees in Lakhs)

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
i) Opening stock of coal	1,179.31	2,535.46
ii) Closing stock of coal	2,353.59	1,179.31
Change in inventory of finished goods	(1,174.28)	1,356.15



Odisha Coal and Power Limited

Notes forming part of the financial statements

33. Employee Benefit Expense

Particulars	(Rupees in Lakhs)	
	Year ended March 31, 2024	Year ended March 31, 2023
Salaries, Wages & Allowances etc.	1,144.77	1,047.33
Contribution to coal mine provident fund	75.81	61.41
Contribution to coal mine pension scheme	41.77	33.83
Contribution towards Gratuity	34.20	37.96
Leave encashment	47.81	43.98
Reimbursement Expenses to Employees	2.61	1.42
Other Staff Welfare expenses	63.93	51.04
Total	1,410.89	1,276.98

- (i) Employees working in the company are deputed from OPGC on secondment basis during the reporting period. In terms of arrangements with OPGC, the company liability towards gratuity, leave benefits (including compensated absences) etc. for the period of service rendered in the company w.r.t. the OPGC employees posted on secondment paid / payable is accounted on the basis of demand raised by OPGC based on liability determined by independent actuary appointed by OPGC.
- (ii) The Company has capitalised the employee benefit expenses till the date of COD as preoperative expenses and has been allocated to respective assets on proportionate basis. Refer Note-7 for details of the same.
- (iii) **Provident Fund:**
Company pays fixed contribution towards Provident Fund and Pension Fund at pre-determined rates to a separate trust named Coal Mines Provident Fund (CMPF). The contribution to the fund has been recognised as expense and charged to CWIP as "Expenditure during construction". The obligation of the Company is to make such fixed contribution and to ensure a minimum rate of return to the members as applicable to Coal Mines Provident Fund (CMPF).
- (iv) **Gratuity.**
Gratuity is maintained as a defined benefit retirement plan and is unfunded as at the balance sheet date. Every employee who has rendered continuous service of five years or more is entitled to gratuity at 15 days salary (15/26 X last drawn basic salary & dearness allowance as applicable) for each completed year of service or part thereof in excess of six months subject to a maximum of 20 months' salary on superannuation, resignation, termination, disablement or on death (5 years service is not applicable in case of death). The actuarial valuation has been made by actuary by taking into account the above policy. The liability is recognised in the balance sheet in respect of defined benefit gratuity plans is the present value of the defined benefit obligation at the end of the reporting period. The defined benefit obligation is calculated annually by actuaries using the projected unit credit method. Remeasurement gains and losses arising from experience adjustments and changes in actuarial assumptions are recognised in the period in which they occur, directly in other comprehensive income. The scheme is currently unfunded and are recognised on the basis of actuarial valuation.
- (v) **Leave:**
The Company provides for Earned Leave benefit (including compensated absences) to the employees of the Company which accrue annually @ 30 days subject to maximum credit of leave for 300 days. The liabilities for earned leave are expected to be settled after the retirement of employee. They are therefore measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. The benefits are discounted using the market yields at the end of the reporting period that have terms approximating to the terms of the related obligation. Re-measurements as a result of experience adjustments and changes in actuarial assumptions are recognised in other comprehensive income. The scheme is unfunded and are recognised on the basis of actuarial valuation.



Odisha Coal and Power Limited

Notes forming part of the financial statements

34. Finance Costs

(Rupees in Lakhs)

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
(a) Finance cost on financial liabilities measured at amortized cost		
Interest on loans obtained from Banks/FI's:		
i) Union Bank of India	1,765.48	2,724.48
ii) Punjab National Bank	2,401.44	3,129.43
iii) Rural Electrification Corporation Ltd.	2,267.58	2,259.76
iv) Interest on working capital loan	30.30	6.32
(b) Other Financing Cost		
i) Gurantee Commission	183.06	182.73
ii) Finance cost on non-financial items	744.97	175.27
iii) Others	0.47	1.49
Total	7,393.29	8,479.49

35. Depreciation and amortization

(Rupees in Lakhs)

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
i. Depreciation on property, plant and equipments	3,692.82	3,218.07
ii. Depreciation on Right of use assets	2,552.64	2,238.71
iii. Depreciation on other intangible assets	690.11	662.51
Total	6,935.58	6,119.28

i) The details of depreciation is disclosed vide note-5, note-6 and note-8 respectively.

ii) Depreciation for the corresponding year has been retrospectively restated by increase in depreciation for Rs.163.93 lakh & Rs.152.43 lakh due to non-capitalization of "Water pipe line" and "CBA Non forest Govt. Land" in the FY.2022-23 in accordance with the provisions of Ind As-8 "Accounting policy, change in accounting estimate and errors". Accordingly, the opening balances of PPE and depreciation for the year 2022-23 have been restated as prior period errors and there is no impact for the curret financial year.



Odisha Coal and Power Limited
Notes forming part of the financial statements

36. Other Expense

(Rupees in Lakhs)

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
Audit fees & expenses	12.96	11.61
Statutory clearance & filling fees	113.16	35.79
Professional, consultancy & legal fees	363.52	309.65
Training, Seminar & Conference Expenses	12.36	3.64
Office administrative expenses (Rent, elect., Watch & Ward etc)	287.28	252.98
Repair & Running expenses of vehicles	167.79	189.63
Corporate Social Responsibility (Ref. Note-41)	865.70	135.73
Rehabilitation & Resettlement expenses	326.08	407.02
EDP stationaries, mentainance & licence fees	34.59	32.78
Rate, Cess & Taxes	142.06	161.55
Travelling expenses	39.65	22.25
Advertisement & Communication expenses	51.84	50.71
Coal Sampling charges	344.18	384.82
Selling & distribution expenses	397.36	360.00
Contribution to CM Relief fund	2,000.00	2,000.00
O&M expenses of Coal handling plant	2,087.66	-
Repair & Mentainance expenses of Road, Bridge and others	133.36	30.93
Insurance	47.65	4.40
Office maintainace & Miscllaneous expenses	191.62	127.59
Technical studies, Testing & Survey	58.55	60.75
Enviornment & Safety	49.01	56.84
Business development expenses	10.00	-
Ground Water charges	57.51	22.88
Total	7,793.89	4,661.54

i) Audit fees includes audit fees payable/paid to Statutory Auditors for Rs.3.85 lakh (March'23: Rs.3.85 lakh).



Odisha Coal and Power Limited

Notes forming part of the financial statements

37. Financial Instruments

- (i) **Capital Management :-** The Company's capital management is intended to create value for shareholders by facilitating the meeting of long term and short term goals of the Company.

The Company determines the amount of capital required on the basis of annual business plan, coupled with long term and short term strategic investing plan. The funding requirements are met through equity and other short term & long term borrowings. The Company's policy is aimed at combination of short term and long term borrowings.

The Company monitors the capital structure on the basis of net debt to equity ratio and maturity profile of the overall debt portfolio of the Company.

- (ii) **Disclosure on Financial Instruments**

This section gives an overview of the significance of financial instruments for the Company and provides additional information on balance sheet items that contain financial instruments.

The details of significant accounting policies, including the criteria for recognition, the basis of measurement and the basis on which income and expenses are recognized, in respect of each class of financial asset, financial liability and equity instrument are disclosed in note 3.13 to the financial statements.

- (a) **Financial assets and liabilities**

The following table presents the carrying amount and fair value of each category of financial assets & liabilities as at March 31, 2024.

(Rupees in Lakhs)

As at March 31, 2024	Amortised cost	Derivative instruments other than in hedging relationship	Equity instruments classified as fair value through other comprehensive income	Classified as fair value through statement of profit & loss	Total Carrying Value	Total Fair Value Financial assets
Financial assets						
Cash and bank balances	22,667.21	-	-	-	22,667.21	22,667.21
Loans	268.12	-	-	-	268.12	268.12
Trade receivables	16,393.81	-	-	-	16,393.81	16,393.81
Other financial assets	8,386.42	-	-	-	8,386.42	8,386.42
Total financial assets	47,715.56				47,715.56	47,715.56
Financial liabilities						
Borrowings	68,351.51	-	-	-	68,351.51	68,351.51
Other financial liabilities	8,856.55	-	-	-	8,856.55	8,856.55
Trade payable	5,053.44	-	-	-	5,053.44	5,053.44
Total financial liabilities	82,261.50				82,261.50	82,261.50

(Rupees in Lakhs)

As at March 31, 2023	Amortised cost	Derivative instruments other than in hedging relationship	Equity instruments classified as fair value through other comprehensive income	Classified as fair value through statement of profit & loss	Total Carrying Value	Total Fair Value Financial assets
Financial assets						
Cash and bank balances	23,279.18	-	-	-	23,279.18	23,279.18
Loans	240.19	-	-	-	240.19	240.19
Trade receivables	10,731.42	-	-	-	10,731.42	10,731.42
Other financial assets	32,935.86	-	-	-	32,935.86	32,935.86
Total financial assets	67,186.65				67,186.65	67,186.65
Financial liabilities						
Borrowings	87,218.72	-	-	-	87,218.72	87,218.72
Other financial liabilities	24,369.04	-	-	-	24,369.04	24,369.04
Trade payable	6,716.31	-	-	-	6,716.31	6,716.31
Total financial liabilities	1,18,304.07				1,18,304.07	1,18,304.07

- (b) The short-term financial assets and liabilities are stated at amortized cost which is approximately equal to their fair value.
- (c) Management uses its best judgment in estimating the fair value of its financial instruments. However, there are inherent limitations in any estimation technique. Therefore, for substantially all financial instruments, the fair value estimates presented above are not necessarily indicative of all the amounts that the Company could have realized or paid in sale transactions as of respective dates. As such, the fair value of the financial instruments subsequent to the respective reporting dates may be different from the amounts reported at each year end.
- (d) Financial instruments that are measured subsequent to initial recognition at fair value, grouped into Level 1 to Level 3, as described below:

Quoted prices in an active market (Level 1): This level of hierarchy includes financial assets that are measured by reference to quoted prices (unadjusted) in active markets for identical assets or liabilities. This category consists of investment in quoted equity shares, quoted corporate debt instruments and mutual fund investments.

Valuation techniques with observable inputs (Level 2): This level of hierarchy includes financial assets and liabilities, measured using inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices). This level of hierarchy includes Company's over-the-counter (OTC) derivative contracts.

Valuation techniques with significant unobservable inputs (Level 3): This level of hierarchy includes financial assets and liabilities measured using inputs that are not based on observable market data (unobservable inputs). Fair values are determined in whole or in part, using a valuation model based on assumptions that are neither supported by prices from observable current market transactions in the same instrument nor are they based on available market data. The main items in this category are investment in unquoted equity shares, measured at fair value.

(iii) The Company has not transferred any of its financial assets during the year.

(iv) Financial risk management

In the course of its business, the Company is exposed primarily to interest rates, liquidity and credit risk, which may adversely impact the fair value of its financial instruments.

The Company has a risk management policy which covers the risks associated with the financial assets and liabilities such as interest rate risks and credit risks. The risk management policy is approved by the Board of Directors. The risk management framework aims to:

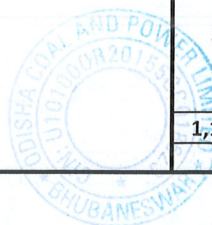
- (a) **Market Risk :-** Market risk is the risk of any loss in future earnings, in realizable fair values or in future cash flows that may result from a change in the price of a financial instrument. The value of a financial instrument may change as a result of changes in the interest rates, foreign currency exchange rates, equity price fluctuations, liquidity and other market changes. Future specific market movements cannot be normally predicted with reasonable accuracy.
- (b) **Credit Risk :-** Credit risk is the risk of financial loss arising from counterparty failure to repay or service debt according to the contractual terms or obligations. Credit risk encompasses both the direct risk of default and the risk of deterioration of creditworthiness as well as concentration risks.
- (c) **Liquidity Risk:** Liquidity risk refers to the risk that the Company cannot meet its financial obligations. The objective of liquidity risk management is to maintain sufficient liquidity and ensure that funds are available for use as per requirements.
- (d) The following table shows a maturity analysis of the anticipated cash flows including interest payable for the Company's non derivative financial liabilities on an undiscounted basis, which therefore differ from both carrying value and fair value.

(Rupees in Lakhs)

	As at March 31, 2024				
	Carrying amount	Contractual cash flows	Less than 1 year	Between 1 - 5 years	More than 5 years
Non- derivative financial liabilities					
Borrowings including interest thereon	68,351.51	68,351.51	14,508.74	59,957.78	24,441.08
Other financial liabilities	8,856.55	8,856.55	8,856.55	-	-
Trade payable	5,053.44	5,053.44	5,053.44		
Total non- derivative financial liabilities	82,261.50	82,261.50	28,418.73	59,957.78	24,441.08

(Rupees in Lakhs)

	As at March 31, 2023				
	Carrying amount	Contractual cash flows	Less than 1 year	Between 1 - 5 years	More than 5 years
Non- derivative financial liabilities					
Borrowings including interest thereon	87,218.72	87,218.72	14,835.45	66,623.51	45,169.26
Other financial liabilities	24,369.04	24,369.04	5,576.62	-	-
Trade payable	6,716.31	6,716.31	6,716.31	-	-
Total non- derivative financial liabilities	1,18,304.07	1,18,304.07	27,128.38	66,623.51	45,169.26



Odisha Coal and Power Limited

Notes forming part of the financial statements

38. Related party transactions:

OCPL is a State Public Sector Undertaking and a Joint venture of Govt. of Odisha & OPGC that is controlled, jointly controlled or significantly influenced by Govt. OPGC holds 51% ownership interest in the Company and balance 49% ownership interest is held by Govt. of Odisha who has significant influence over the Company. Pursuant to the execution of Share Purchase Agreement on 26-12-2022, the Govt. of Odisha acquired 49% in OCPL and transferred the purchase consideration to OHPC on 30-12-2022. The Company's related parties principally consist of OPGC and Government of Odisha. The Company routinely enters into transactions with these related parties in the ordinary course of business at market rates and terms.

(Rupees in Lakhs)

Nature of Transactions	OPGC	OHPC	Key Managerial Personnel (KMP)		Relatives of Key Management Personnel	Government of Odisha
			Sri. Sariputta Mishra Director & CEO	Sri. Ajaya Ku. Majhi Company Secretary		
Coal Reserve Price						
FY 2023-24	-	-	-	-	-	14,811.92
FY 2022-23	-	-	-	-	-	7,999.97
Finance provided						
FY 2023-24	-	-	-	-	-	-
FY 2022-23	-	-	-	-	-	-
Royalty, NMET & DMF						
FY 2023-24	-	-	-	-	-	16,609.92
FY 2022-23	-	-	-	-	-	27,939.64
Remuneration						
FY 2023-24	-	-	68.82	18.25	-	-
FY 2022-23	-	-	64.52	10.00	-	-
Guarantee outstanding						
FY 2023-24	26,383.36	-	-	-	-	-
FY 2022-23	13,455.51	12,927.85	-	-	-	-
Other payables (note-26)						
FY 2023-24	46.66	-	-	-	-	-
FY 2022-23	27.90	-	-	-	-	-
Dividend paid						
FY 2023-24	-	-	-	-	-	-
FY 2022-23	7,331.52	7,044.01	-	-	-	-
Sales (Gross)						
FY 2023-24	80,836.80	-	-	-	-	-
FY 2022-23	77,113.54	-	-	-	-	-



Odisha Coal and Power Limited

Notes forming part of the financial statements

39. Earning per share (EPS)

The following table reflects the income and shares data used in the basic and diluted earnings per share computations.

(Rupees in Lakhs)		
Particulars	Year ended March 31, 2024	Year ended March 31, 2023
Profit or (Loss) after tax	19,263.33	80,423.17
Less: Amount to be paid for diluted portion (net of tax)	-	-
Profit or (Loss) attributable to ordinary shareholders - for Basic & Diluted EPS	19,263.33	80,423.17
Weighted average no. of Ordinary Shares for Basic & Diluted EPS	4,259.50	4,259.50
Nominal value of Ordinary Shares (Rs.)	10.00	10.00
Basic & Diluted Earnings per Ordinary Share (Rs.)	4.52	18.88

40. Commitments and Contingencies (To the extent not provided for)

(i) Capital Commitments:

Estimated amount of capital contracts remaining to be executed and not provided for Rs.9,713.01 lakh (March 31, 2023: Rs. 6,536.42 lakhs).

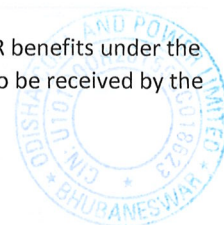
(ii) Contingencies:

a) OPGC and OHPC had initially submitted guarantees to Canara Bank & Punjab National Bank for Rs.32,979.20 lakh (Canara Bank for Rs.15,392 lakh & PNB for Rs.17,587.20 lakh) for issuance of performance bank guarantee on behalf of OCPL for Manoharpur & Dip-side manoharpur coal blocks in favour of Nominated Authority, MoC, GoI. Now, consequent to acquisition of OHPC shares by Govt. of Odisha on 30-12-2022, OPGC has provided the corporate guarantee for Rs.26,383.36 for issuance of the above Bank guarantee to MoC. The remaining cash margin of Rs.6,595.84 lakh has been provided by OCPL for issuance of performance bank guarantee.

b) Arbitration between BGR Mining & OCPL commenced on 30.12.2020 based on notice for Arbitration served by BGR mining on coal quality dispute as per MSA. The claim amount as per the arbitration was Rs. 22,00.72 lakh and Rs.18,96.07 lakh with interest @ 12% . The judgement awarded by the Arbitration court on 30-06-2022. Subsequently, an appeal u/s.34 of the Arbitration and Conciliation Act (the Act), 1996 was filed by the company before the Commercial Court, Bhubaneswar challenging the above Arbitration order. The commercial court on 19th June, 2024 has dismissed the application of OCPL u/s. 34 of the Act. The decision of Commercial Court is being challenged in District Court, Bhubaneswar. The relevant appeal as the verdict of the Commercial Court is not in the interest of OCPL/OPGC.

c) The Board of OCPL in its 55th meeting had approved in principle to the release the R&R benefits to 9 married daughters of Manoharpur & Ghumudasan Village as per the provisions of Odisha R&R policy 2006 (vide circular No-RDM-RRCLRFIC-0006-201/5245, Dated-17/5/2021, D&DM, GoO). Out of the said 9 married daughters, 7 had filed WPC case at Honb'le High Court. Honb'le High Court subsequently forwarded the case for enquiry to 'RDC, Samabalpur' vide order dated 27-04-2023. Thereafter, RDC vide order dated 01-12-2023 in respect of the above 7 cases out of which, 5 cases are declared as the eligible for R&R benefits and 2 cases have been rejected under Manoharpur project. Subsequently, Sub-collector cum Sub divisional Magistrate, Sundargarh vide letter no- 2316 dated 17.03.2024 has submitted a list of 37 no. of married daughter (including those 5 as approved by RDC vide order dated 01-12-2023) eligible for R&R benefits of village 'Sanghumuda and Manoharpur' acquired by OCPL and directed to Tahasildar, Hemgir for necessary inclusion in revised R&R matrix. Since, RDC being the authority for approving the R&R entitlements, the company has provided liability for the 5 married daughters in favour of which RDC has already conducted an enquiry and declared as eligible for R&R benefits. Hence, pending the approval of RDC for the remaining 32 married daughters, the company assessed to be contingently liable for the same.

The approximate contingency towards Cash compensation in this regard will be Rs.660.73 lakh plus R&R benefits under the scheme 'Annuity' for a period of 30 years. The demand from the Govt. authority in this regard, is yet to be received by the company.



Odisha Coal and Power Limited

Notes forming part of the financial statements

41. Corporate: Social Responsibility Expenses (CSR)

As per Section 135 of the Companies Act 2013, the Company is required to spend, in every financial year, at least two per cent of the average net profits of the Company made during the three immediately preceding financial years in accordance with its CSR Policy. The details of CSR expenses for the year are as under:

(i)

(Rupees in Lakhs)

Particulars	For the Year ended March 31, 2024	For the Year ended March 31, 2023
A. Amount required to be spent during the year		
(i) Gross amount (2% of average net profit as per Section 135 of Companies Act, 2013)	864.32	135.73
(ii) Surplus arising out of CSR Projects	-	-
(iii) Set off available from previous year	-	-
(iv) Total CSR obligation for the year [(i)+(ii)-(iii)]	864.32	135.73
B. Amount approved by the Board to be spent during the year (Budgeted)	865.70	225.30
C. Amount spent during the year on :		
a) Construction / acquisition of any asset	-	-
b) On purposes other than (a) above	516.12	111.68
Total	516.12	111.68
D. Set off available for succeeding years	-	-
E. Amount unspent during the year	349.58	24.05

(ii) Break-up of CSR expenses under major heads is as under.

(Rupees in Lakhs)

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
1. Education	9.23	35.52
2. Health	15.75	16.43
3. Water & Sanitation	10.70	9.40
4. Environment	207.95	-
5. Sports & Culture	4.93	19.80
6. Skill Development	29.95	5.00
7. Other Rural Infrastructure	237.60	25.53
Total	516.11	111.68



Odisha Coal and Power Limited

Notes forming part of the financial statements

42. Additional Regulatory Informations:

- No proceedings have been initiated or pending against the company under the Benami Transactions (Prohibition) Act, 1988.
- The company has not been declared as a wilful defaulter by any bank or financial institution or any other lender.
- The company has no cases of any charges or satisfaction yet to be registered with ROC beyond the statutory time limits.
- The company has not entered into any transaction with the companies struck off under section-248 of the Companies Act, 2013.
- The quarterly returns/statements filled by the company with the Banks are in agreement with the books of account.

f) Disclosure of Ratios:

Particulars	As at March'2024	As at March'2023	Numerator/Denominator
Current Ratio	1.61	1.07	Current Asset/Current Liability
Debt Equity Ratio	0.48	0.71	Total Borrowings/Total Equity
Debt service Coverage Ratio	2.90	8.21	(EBITDA)/(Principal due+Interest)
Return on Equity (%)	14.50	89.19	(Profit after Tax)/(Average Total Equity)
Inventory Turnover Ratio	40.07	32.29	(Cost of Goods Sold)/(Average Inventory)
Trade Receivable Turnover Ratio	7.25	17.23	(Revenue from operation)/(Trade receivable)
Trade Payable Turnover Ratio	-	-	-
Net Capital T.O.Ratio	40.64	20.87	(Net Sales)/(Average working capital)
Net Profit Ratio	0.16	0.44	(Profit after Tax)/(Total Sales)
Return on Capital Employed	0.16	0.59	(EBIT)/(Capital Employed)
Return on Investment	-	-	(EBITDA)/(Cost of Investment)

Expalanation for change in the Ratios by more than 25%:

- The current ratio is at 1.61 in current year as against 1.07 in previous year is primarily due to incrise in stock and trade receivable during the year.
- The debt-equity ratio is at 0.48 in current year as against 0.71 in previous year is primarily due to repayment & prepayment of term loans during the year.
- The Debt service covearge ratio is at 2.90 in current year as against 8.21 in previous year is primarily due to repayment of term loans and decrease in profit during the year.
- Return on equity is at 14.50 in current year as against 65.37 in previous year is due to decrease in profit during the current year.
- The Trade receivable turnover ratio is at 7.25 in current year as against 17.23 in previous year is due to decrease in revenue from operation in the current year.
- The increase in Net capital turnover ratio is primarily due to decrease in avearge working capital.
- The decrease in net profit ratio to 0.16 in current year as against 0.44 in previous year is primarily due to decrease in revenue and profit in current year.
- The decrease in return on capital employed is primarily due to decrease in profit after tax during the current year.

In terms of our report attached.

For and on behalf of the Board

For Singh Ray Mishra & Co

Chartered Accountants

FRN: 318121E

[Signature]
CA Jiten Kumar Mishra
Partner

M.N:052796

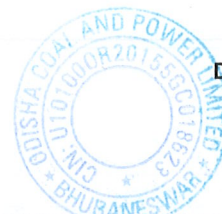


[Signature]
Manas Ranjan Rout
Director & CEO

[Signature]
Ajaya Kumar Majhi
Company Secretary

[Signature]
Sambit Parija
Director

[Signature]
R K Aich
D.G.M (Finance)



Place : Bhubaneswar

Date : 26.09.2024

Date: 21-09-2024

h.	Peak/Rated Capacity		
	- By OC	16 MTPA	
	- By UG	NIL	
	- Overall	16 MTPA	
i.	Life of the mine :		
	- By OC	44 Years (Balance Life)	
	- By UG	Nil	
	- Overall	44 Years as on 01.04.2019. (Mine has been started as on 01.11.2018 and construction has been completed)	
j.	Whether the proposed external OB dump site is coal/ lignite bearing: If so, whether coal/lignite below waste disposal area is extractable.	External Dumping is in Non Coal bearing area. OB dumping is proposed in the area beyond incrop of the coal seams. So the area proposed for dumping is non coal bearing area as per available geological data	
k.	Whether negative Proving for coal / lignite in the proposed site for OB dump/ infrastructure has been done.	OB dumping is proposed towards rise side of incrop of coal seams as per available geological data. Metamorphics are exposed in the area.	
l.	Whether the mining operations to be carried out through departmental equipment/ MDO/ outsourcing.	Mining Operator (MO)	
m.	Operations that are proposed to be outsourced	Mining , CHP operations & maintenance, pumping, Reclamation etc.	
n.	Proposed configuration of HEMM for OC (Coal & OB) & Major Equipment for UG.	10-12cum hydraulic shovel/backhoe with 100T dumper in top overburden & thick parting 5-7cum hydraulic shovel/ backhoe with 60T dumper in thin to moderately thick parting 3800mm surface miner + 5-7 cum Front end loader + 60T dumper for coal	
o.	Mode of entry for underground mines (shaft, incline, adit,):	Not Applicable	
p.	Results of any investigation carried out for scientific mining, conservation of minerals and protection of environment; future proposals.	i. Geotechnical study is completed by IIT, Mumbai. ii. Washability studies on borehole core samples was carried out by CIMFR, Dhanabad iii. Leachability study is completed by CIMFR, Dhanabad iv. Slope stability study for pit and OB dump has done by CIMFR.	


हिटलर सिंह / HITLAR SINGH
 अवर सचिव / Under Secretary
 कोयला मंत्रालय / Ministry of Coal
 भारत सरकार / Govt. of India
 शास्त्री भवन / Shastri Bhawan
 नई दिल्ली / New Delhi

Job No.780051

संजय कुमार भर

Checklist, Page - 13

MP (including MCP) of Manoharpur & Upside Manoharpur Coal Mine (Rev-III)

सी. एम. पी. डी. आई., क्षे. सं.-7

Ref. No. 34011/(22)2005-CPAM dt.02.12.2010

मंत्रालय का प्रमुख
 (मन्त्री) केंद्र प्रमुख
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16.0 PAYMENT OF MINING FEE, PAYMENT CLAIM AND PAYMENT SECURITY

16.1. Mining Fee

- (a) The Base Mining Fee, shall be as per Exhibit - 1 to this Agreement.
- (b) The Base Mining Fee includes all expenses as may be incurred by the Mine Operator in mining run-of-mine (ROM) coal, removal of Overburden and dumping the same at the designated sites, loading of coal into trucks, transportation from the coal face, blending, coal conveying and loading into the wagons or trucks (as per Clause 15.4), operation and maintenance of the Owner's Facilities (including CHP), use/consumption of energy for operation and maintenance of the CHP upon taking over of its operation and maintenance, provision of all spares and consumables as well as capital replacement etc. for the Fixed Infrastructure Facilities, Owner's Facilities and Mine Operator's Plant and Equipment required during the Term. The Base Mining Fees also includes all expenses incurred prior to Coal Production Start Date including those incurred during Development Stage, construction of any infrastructure required for performing the Mining Services, box cut and creation of mine entry. The Base Mining Fee shall also include cost and expenses incurred towards progressive mine closure activities. It is clarified that the Base Mining Fee includes the fee towards O&M of the CHP from the time the CHP is handed over to the Mine Operator and expenses towards crushing, conveying and loading when CHP is not available. The Base Mining Fee includes the electricity expenses to be incurred by the Mine Operator towards crushing, conveying and loading coal through CHP, for the two years when the CHP is being operated by the Separate Contractor, who shall be constructing the CHP and will also be carrying out O&M of the CHP for such period. No other charges shall be payable separately by Owner.
- (c) The Base Mining Fee also include the cost of electricity which will be consumed by the Mine Operator for all purposes on basis of units consumed and applicable tariff of the distribution licensee providing such electricity, and also electricity which may be consumed from diesel generator sets.
- (d) With effect from the Coal Production Start Date, for each Operating Year, the Owner shall pay to the Mine Operator the Total Mining Fee for the quantity of coal delivered on monthly basis as per measurement pursuant to Clause 15.5.1. All payments by the Owner shall be in Indian Rupees only.

Except as provided in this Agreement or otherwise mutually agreed between the Owner and the Mine Operator for unforeseen conditions, there shall be no review or revision of the Total Mining Fee payable by the Owner to the Mine Operator throughout the Term.

It is clarified that the electricity made available by the Owner to the Mine



(f)



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