

**Through Email/SPEED POST/Website of Ministry of Coal**

File No NA-103/4/2019-NA

Government of India

Ministry of Coal

O/o Nominated Authority

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Room No. 120, "F" Wing, Shastri Bhawan,  
New Delhi, Dated: July 17, 2023

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

**Subject:** E-Payment of excess Fixed Amount deposited towards Cost of Consents and Mine Infrastructure by the Successful allottee, M/s Karnataka Power Corporation Limited (KPCL) with respect to Durgapur II/Sarya coal mine.

**Ref:**

1. Final Order Dated 23.06.2023
2. Sanction letter dated 14.03.2023
3. Sanction letter dated 25.04.2023

Sir/Madam,

I am directed to convey the sanction of the President for the E-Payment for a sum of **INR 6,39,87,760/-** (Six Crore Thirty Nine Lakhs Eighty Seven Thousand Seven Hundred and Sixty Rupees only) to the Successful allottee under the provisions of the Coal Mines (Special Provisions) Act, 2015 by the Coal Controller in his capacity as 'Commissioner of Payments' towards Cost of Consents and Mine Infrastructure. It is stated that the above mentioned amount is a part of Fixed Amount deposited by the Successful Bidder of coal mine.

2. The details of excess Fixed Amount deposited by M/s KPCL (Successful allottee) pertaining to Cost of Consents and Mine Infrastructure, is annexed in the below Table 'A'

*Table 'A' Fig in 'INR'*

Details of Fixed amount deposited by M/s KPCL & compensation disbursed to M/s DB Power Limited for Durgapur II/Sarya coal mine				
Particulars	Fixed Cost deposited by M/s KPCL for Durgapur II/ Sarya coal mine (1)	Compensation sanctioned to M/s DB Power Ltd vide letter dated 25.04.2023 (2)	Excess fixed amount sanctioned to M/s KPCL vide letter dated 14.03.2023 (3)	Balance of excess fixed amount to be released to M/s KPCL [4= 1- (2+3)]
Geological Report (A)	4,72,11,566.00	4,72,11,566.00	0	0
Cost of Consents (B)	62,11,98,297.00	0	56,89,08,297.00	5,22,90,000.00
Mine Infrastructure (C)	2,95,51,498.00	1,74,00,000.00	0	1,21,51,498.00
Land (D)	4,30,91,087.34	4,35,44,825.42	0	-4,53,738.08
<b>Total [E=(A+B+C+D)]</b>	<b>74,10,52,448.34</b>	<b>10,81,56,391.42</b>	<b>56,89,08,297.00</b>	<b>6,39,87,760.00/-</b> (Round off up to Zero decimal)

3. The aforesaid amount may be transferred through E-Payment to M/s Karnataka Power Corporation Limited (KPCL) under the provisions of Section 15 (1) of the Coal Mines (Special Provisions) Act, 2015.

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

5. This issue with the approval of Integrated Finance Division, Ministry of Coal vide note no # 296 dated 12.07.2023 of file no NA-103/4/2019-NA, Computer No 344544

Yours faithfully,

*Ajitesh Kumar*

(Ajitesh Kumar)

Director to the Government of India

Copy to:

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

Coal Controller Organization, Scope Minar, 5<sup>th</sup> Floor, Core-II, Laxmi Nagar Delhi-110092 – for further disbursement under the provisions of the Coal Mines (Special Provisions) Act, 2015 to the Successful Allottee within ten days of the transfer of above amount from PAO. It may be ensured that Payment is made



to the prior allottee company as per the said Act. Further, an affidavit in the prescribed format (**Annexure-I**) may also be obtained from the claimant prior to disbursal.

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

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

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

5. **DDO**, Nominated Authority.

6. (**Prior Allottee**)- Managing Director, DB Power Limited, Office block 1A, 5<sup>th</sup> Floor, Corporate Block, DB City- Park, DB City, Area Hill, OPP MP Nagar, Zone 1- Bhopal, 462016, Email: manu.namboothiri@dbpower.in

7. (**Successful Allottee**)- The Managing Director, M/s Karnataka Power Corporation Limited (KPCL), Shakti Bhavan, No. 82, Race Course Road, Bengaluru- 560 001

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

(**Annexure I**)

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

**UNDERTAKING FOR RECEIVING THE AMOUNT TOWARDS COST OF CONSENTS AND MINE INFRASTRUCTURE**

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

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

2. That M/s. \_\_\_\_\_ is/are the Successful Allottee(s) of the \_\_\_\_\_ (the "Coal Mine") in terms of the Coal Mines (Special Provisions) Act, 2015 (the "Act")/successor-in-interest of the Successful Allottee of the Coal Mine. As such Successful Allottee is entitled to receive refund of compensation on account of Cost of Consents and Mine Infrastructure.

OR

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

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

4. That the Successful Allottee (s) has deposited the Cost of Consents and Mine Infrastructure for \_\_\_\_\_ coal mine and is entitled to get refund of the same. The details of account for this purpose is as under: Name of the Account holder company \_\_\_\_\_ Name of the Bank/Branch \_\_\_\_\_ MICR \_\_\_\_\_ IFSC \_\_\_\_\_ File no NA-103/4/2019-NA

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

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

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

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

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

#### **VERIFICATION**

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

Verified at \_\_\_\_\_ day of \_\_\_\_\_ (month) 2023 at (place).

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