

**BY FAX/SPEED POST**

**F.No. 110/9/2015/NA (Part - I)**

**Government of India**

**Ministry of Coal**

**Office of Nominated Authority**

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131, Ground Floor, World Trade Centre, Babar Road  
New Delhi, Dated: March 28, 2017

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

**Subject: Transfer of compensation towards cost of consents in respect of Moitra coal mine to the Commissioner of Payment for further disbursal to the prior allottee i.e. M/s. Jayaswal Neco Industries Limited.**

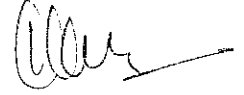
**Sir/Madam,**

I am to convey the sanction of the President for transfer of a sum of **Rs. 8,36,48,510/-** (Rupees Eight crore thirty six lakh forty eight thousand five hundred and ten only) to the Coal Controller's Organisation for disbursement to M/s. Jayaswal Neco Industries Limited, the prior allottee of Moitra coal mine 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. It is stated that the above mentioned amount is a part of Fixed Amount deposited by the Successful Bidder i.e. M/s JSW Steel Limited.

2. The amount of incremental cost of consents for Moitra coal mine has been calculated as **Rs. 8,36,48,510/-**
3. The aforesaid amount may be transferred through RTGS to the account of Coal Controller, Coal Controller's Organisation who has been appointed as 'Commissioner of Payments' under the provisions of Section 15 (1) of the Coal Mines (Special Provisions) Act, 2015
4. The expenditure on this account is to be debited to the Head **8443.00.117.03.04.00.**

5. This issues with the approval of Integrated Finance Division, Ministry of Coal vide Note dated March 27, 2017.

Yours faithfully,



**(N. K. Singh)**

Deputy Secretary to the Govt. of India

**Copy to:**

1. **The Coal Controller in the capacity as Commissioner of Payments,** Coal Controller's Organisation, No. 1 Council House Street, Kolkata-700001 - for further disbursement to the prior allottee under the provisions of the Coal Mines (Special Provisions) Act, 2015 within ten days of the transfer of above amount from PAO. It may be ensured that payment is made to the prior allottee 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, CMPDIL,** Kanke Road, Ranchi
3. **US (IFD),** Ministry of Coal.
4. **US (CA-III),** Ministry of Coal.
5. **DDO,** Nominated Authority.
6. **M/s. JSW Steel Limited,** JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra-400051.
7. **M/s. Jayaswal Neco Industries Limited,** Santosham, Chote Atarmuda, Rajgarh, Chhattisgarh.
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  
CONSENT**

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

1. That I am the Authorised Signatory of the Prior Allottee. I am conversant with facts and circumstances surrounding the subject of this Undertaking and have been authorized to undertake the same.
2. That M/s. \_\_\_\_\_ is/are the Prior Allottee (s) of the \_\_\_\_\_ (the "Coal Mine") in terms of the Coal Mines (Special Provisions) Act, 2015 (the "Act")/successor-in-interest of the Prior Allottee of the Coal Mine. As such the Prior Allottee is entitled to receive compensation on account of cost of consent obtained.

OR

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

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

4. That the Prior Allottee (s) has incurred the cost of consents 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 \_\_\_\_\_

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

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

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

Solemnly affirmed and verified on this \_\_\_\_\_ day of (month) 2017 at (place).

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

#### **VERIFICATION**

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

Verified at \_\_\_\_\_ day of (month) 2017 at (place).

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