

MOST IMMEDIATE

No. 23021/75/2003-CPD/CLD
Government of India
Ministry of Coal

.....

New Delhi, the 29th August, 2017.

OFFICE MEMORANDUM

Subject : Minutes of the Standing Linkage Committee (Long Term) meeting held on 17.08.2017 under the Chairmanship of Additional Secretary (Coal) to review the issues related to M/s. Jai Durga Iron (P) Limited.

.....

The undersigned is directed to forward herewith a copy of the minutes of the Standing Linkage Committee (Long Term) meeting held on 17.08.2017 under the Chairmanship of Additional Secretary (Coal) to review the issues related to M/s. Jai Durga Iron (P) Limited duly approved by the Competent Authority for information and necessary action.

Encls. As above.

Signature valid
Digitally signed by DOMINIC DUNG DUNG
Date: 2017.08.29 10:36 IST
Reason: Approved

(Dominic Dung Dung)
Under Secretary to the Govt. of India.

To

1. Additional Secretary, Ministry of Coal Chairperson
2. Principal Advisor (Energy), NITI Aayog,
Yojana Bhawan, New Delhi Member
3. Joint Secretary (Coal), Ministry of Coal Member

- | | |
|---|-----------------|
| 4. Advisor (Projects), Ministry of Coal | Member |
| 5. Joint Secretary (Thermal), Ministry of Power, Shram Shakti Bhawan, New Delhi | Member |
| 6. Joint Secretary (Ports), Ministry of Shipping, Transport Bhawan, New Delhi | Member |
| 7. Joint Secretary, Ministry of Steel, Udyog Bhawan, New Delhi | Member |
| 8. Joint Secretary, Deptt. of Industrial Policy & Promotion, Udyog Bhawan, New Delhi | Member |
| 9. Executive Director TT (F), Railway Board, Room No. 261, Rail Bhawan, New Delhi | Member |
| 10. Director (Marketing), Coal India Limited, Coal Bhawan, Premise No.04-MAR, Plot No. AF-III, Action Area-1A, Newtown, Raharhat, Kolkata – 700 0156. | Member |
| 11. CMDs BCCL, CCL, ECL, MCL, NCL, SECL & WCL | Member |
| 12. Chairman/Mng.-Director, Central Mine Planning & Design Institute Ltd., Gondwana Place, Kanke Road, Ranchi. | Member |
| 13. Chairman, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi | Member |
| 14. Chairman, NTPC, SCOPE Complex, Lodi Road, New Delhi. | Member |
| 15. Joint Secretary (CBA-II), Ministry of Coal | Special Invitee |

Copy to :

- (i) Director (Technical), CIL, Kolkata, (ii) GM (M&S), CIL, Kolkata, (iii) CGM (CP), CIL, Kolkata, (iv) GM (M&S), CIL, Delhi.

Copy also to :

1. PS to Minister of State (I/C) for Power, Coal, NRE and Mines
2. OSD to MoS (I/C) for Power, Coal, NRE and Mines
3. PSO to Secretary (Coal)

4. PPS to Additional Secretary (Coal)
5. PPS to Joint Secretary (RKS)
6. PPS to Joint Secretary (VB)

Copy also to :

Technical Director, NIC, Ministry of Coal with the request
to place it on the Website of the Ministry for information
of all concerned.

**MINUTES OF THE MEETING OF SLC (LT) HELD UNDER CHAIRMANSHIP
OF ADDITIONAL SECRETARY (COAL) ON 17.08.2017**

1. Additional Secretary (Coal) and Chairman, SLC (LT) welcomed all the participants, present for the meeting, from NITI Aayog, Ministry of Steel (MoS), Coal India Limited (CIL), Mahanadi Coalfields Limited (MCL), Central Coalfields Limited (CCL), South Eastern Coalfields Limited (SECL) and NTPC. A notice of the meeting was also served to Project Proponent (PP), namely Jai Durga Iron Private Ltd. and their representatives were also present during the meeting.
2. List of participants is at **Annexure - 1**.
3. Director (CLD) briefed the agenda of the meeting to all participants. It was stated that SLC (LT) had allocated 45,000 tonnes of "F" Grade coal per annum to PP from MCL on 21.06.2004. Such an allocation indisputably means that the allocatee shall utilize the entire quantity of coal for captive consumption and there would never be any permissibility for the allocatee to transfer / sell etc. the allocated coal to anyone else. Any such attempt would constitute commission of an offence. However, contrary to the above, the company started lifting coal from January, 2005. On 01.08.2005, an FIR was Lodged by S.I. of Police, Brahmanitarangee Police Station and a Criminal Case was registered vide Police Case No.107(1) of 2005 under Sec.420, 1213, 34 IPC and under Section 12 of Orissa Mineral - (Prevention of Theft, Smuggling and other Unlawful Activities) Act, 1989 against PP and others.

4. Based on newspaper reports, MCL issued letter dated 04.08.2005 to the PP stating that the coal lifted by the party against linkage from Basundhara mine by road was illegally used/dumped at another Sponge Iron Unit and by keeping the coal dispatch at abeyance, the party was asked to show cause as to why linkage should not be cancelled permanently.
5. Meanwhile, vide Ministry of Coal letter dated 26.09.2006, the coal linkage of the PP had stood transferred from MCL to CCL and for 27,000 Tonnes per annum.
6. The PP filed a WP No. 11396 of 2005 in the High Court of Orissa on 07.10.2005. The Hon'ble High Court of Orissa vide its judgement dated 17.05.2006 quashed confiscation proceedings against the party by the State Government and also quashed the authority of MCL to suspend coal supplies to the PP and directed MCL to resume coal supplies. However, the Hon'ble High Court declined to quash criminal proceedings/FIR/investigation against the PP. MCL filed a SLP in the Hon'ble Supreme Court against the judgement of the Hon'ble High Court and the Hon'ble Supreme Court vide its order dated 19.10.2006 stayed the Hon'ble High Court's order. Ministry of Coal filed a counter-affidavit in July, 2007 in respect of this case in the Hon'ble Supreme Court, wherein at para 17 it was mentioned that action taken by MCL to suspend the linkage was only an administrative action taken by the coal company based on the facts of the case and any decision to cancel the Long Term Coal Linkage to the PP will be taken by the SLC(LT) for Sponge Iron Unit.

7. The Hon'ble Supreme Court on 08.05.2009, made the observation that the grant of leave in the Special Leave Petition, will not come in the way of the SLC(LT) taking any decision as expeditiously as possible in terms of para 17 of the counter-affidavit of the Union of India.
8. The issue of linkage to the PP was considered by the Chairman, SLC (LT) in a meeting held on 10.07.2009. As per the order dated 20.07.2009 of Special Secretary, Ministry of Coal who was also Chairman SLC (LT) at the relevant time, it was stated" *that the appellant (MCL) shall call for all the relevant documents/information and if required undertake physical inspection in whatever manner deemed fit and proper, and they shall finalize their findings and recommend and submit a report to the Ministry by 15.09.2009, after issuing show cause for cancellation of linkage or otherwise on the basis of the aforesaid findings. That on receipt of the recommendations of MCL/CIL, either the SLC(LT) in full or its sub-committee, or some other empowered authority would decide the fate of the linkage.*"
9. As directed, MCL has submitted its report vide letter dated 12.10.2009 and has observed that on verification of the documents submitted by PP, the documents have been found to be in order. However, no physical verification was carried out by MCL.
10. Therefore, in light of above facts, a final decision has to be taken by SLC (LT) as to the fate of the linkage.
11. CIL stated that as per the new linkage policy of 2016 for Non-Regulated Sector (NRS) issued on 15.02.2016, the PP has not participated in the linkage auction so far. Further, the representative

of MCL read out the contents of the report before Sub-Divisional Judicial Magistrate for extending the intermediate custody of the accused for a period of 15 days in the PS case no 107 of 2005 and the same was taken on record at **Annexure-2**. MCL also stated that against the criminal case filed in the trial court at Odisha, one of the accused, Shri Varun Goel, has moved an application no. 471 of 2007 under Sec. 482 Cr. P.C. in the High Court of Orissa and the last date of hearing in the matter was on 23.08.2013. The status of the criminal application before High Court was provided by MCL from official website of Orissa High Court and the same is taken on record (**Annexure-3**). CCL presented the data of coal lifted by the PP through Spot e-Auction scheme of CIL (**Annexure-4**).

12. It was also stated by MCL that the FSAs (Fuel Supply Agreement) signed in the contemporary period of 2004-06 were for duration of three years and that copy of the FSA (Fuel Supply Agreement) signed with the PP was not traceable. However, the coal supply was based on the quarterly allocation made by CIL. Copies of the quarterly allocations made by CIL on 29.12.2004 and 29.03.2005 were submitted by CIL and are taken on record at **Annexure-5**. The PP company was required to submit an affidavit to MCL before lifting of coal every time and a copy of one such affidavit was submitted by MCL and taken on record at **Annexure-6**.
13. From the quarterly allocation letters it is seen that the name of the PP company was mentioned in the category of units that have not signed FSA (Fuel Supply Agreement). CCL also informed that a physical

verification of the firm was carried out by CCL on 19.10.2006 and the copy of the report submitted by CCL was taken on record at **Annexure-7**. In the said report, it is clearly mentioned that the two kilns in respect of which the coal linkage was granted were commissioned on 01.03.2004 and August, 2005 respectively.

14. The PP was then called in the meeting to express its views in the matter. The PP stated that it was allotted a linkage for 45,000 tonnes per annum from MCL in the year 2004 and this linkage was rationalized based on SLC(LT) recommendations and shifted to CCL in 2006 for a linkage quantity of 27,000 tonnes per annum. The PP also stated that a FSA was signed with MCL and the copy of the same shall be provided to SLC(LT) shortly. The copy sent by the PP vide email dated 17.08.2017 through its email id jd_sponge@yahoo.com is at **Annexure-8**.
15. On perusal of the FSA (Fuel Supply Agreement) sent by PP, it was observed that it was an illegible copy of an agreement and name and address of PP does not appear anywhere in the said agreement. A clarification was sought by Ministry of Coal vide email dated 18.08.2017 to confirm that whether it is the same agreement signed between PP and MCL in 2004 or not. The PP has confirmed that the FSA (Fuel Supply Agreement) that was submitted - was between them and MCL and the confirmation of the same may be given on affidavit, if required. **(Annexure-8)** It has been further stated that the copy of FSA (Fuel Supply Agreement) has been received from former director of their company. On the other hand, MCL has provided a copy of

another FSA (Fuel Supply Agreement) wherein the date of Agreement is mentioned as 22.07.2004 and quantity of coal as 43,875 TPA Grade "F" coal and the money deposited by the Buyer as Rs 5,35,000(**Annexure-9**). These figures mentioned in the legible copy of Coal Supply Agreement signed with Mark Steel Limited are the same as that visible in the Coal Supply Agreement submitted by the PP as purported to be their own Agreement signed with MCL. The coal quantity allocated to the unit of PP was 45,000 TPA and not 43,875 TPA as mentioned in the Agreement submitted by the PP.

16. The PP also informed that CCL had carried out physical verification of its unit in 2008-09. The PP stated that coal was supplied to the unit only once by MCL and, thereafter, no coal was supplied by MCL to the unit.
17. The PP stated that in the meantime a change in the ownership of the plant has taken place and that it was running its plant by the coal purchased through Spot e-Auction scheme of CIL. On a specific query as to why the change in ownership of the firm was not informed to Ministry of Coal, the PP stated that it was not aware of any such policy guidelines issued by Ministry of Coal. The PP informed that the criminal case filed in a court of law was pending and that the PP was not fully aware of the present status as the case was against the individuals who are no longer associated with the company. PP also agreed to give the statements of ER-4 form for the years 2005-06 and 2010 onwards of Excise Department to substantiate its claim of

running the plant. The copy of the forms submitted by the PP is at **Annexure-10.**

18. The PP stated that it was not aware of the Exclusive e-Auction scheme and Forward e-Auction scheme of CIL where traders were not allowed to participate and only end use customers were eligible to participate in these auctions. The bid prices of coal in these auctions were less than Spot e-Auction prices by around 30-40%.
19. The PP stated that in 2010 it had applied for the linkage for the additional two kilns which had got commissioned subsequently but the application was not considered. On a specific query that although the PP was having a valid linkage, why it has not approached CIL for signing FSA as per the provisions of NCDP, 2007, the PP stated that it was under the impression that since the case is sub-judice, no action was needed till such time the outcome of the court case is decided. This was also stated to be the reason of the PP not participating in the linkage auction of NRS by CIL as per the latest linkage policy of 2016. On further query as to why the PP did not participate for linkage auction for its additional two kilns which were not having any linkage; the PP stated that it was unaware of the new linkage policy of 2016.
20. The PP also reaffirmed that the facts and statements made by them vide letter dated 25.09.2009 in the reply to MCL letter dated 22.09.2009 were correct and valid.
21. In the end, the PP summed up by stating that there was no diversion/misuse of coal by the PP as the trucks which were confiscated by the police were on their way to its plant at Koderma

and that no coal was found to be unloaded in the premises of Maa Vaishnabi Coal by the police authorities. The PP also stated that even if it is presumed that there was coal diversion by the PP, the SLC(LT) should consider that out of a total allotted coal quantity of 45,000 tonnes, the misuse of only 120 tonnes of coal is alleged, which is very nominal.

22. At this juncture, it is pertinent to mention here that after cancellation of allocation of 204 coal blocks by Hon'ble Supreme Court in 2014, new procedure introduced by the relevant statutes for allocation of coal blocks is auction through competitive bidding. In this scenario, the Central Government has formulated two separate policies dated 15.02.2016 and 22.05.2017 for allocation of coal linkages to Non-Regulated Sector (NRS) and for Power Sector respectively, which has mandated that coal linkages will now be granted through competitive bidding. The erstwhile procedure of grant of linkage through SLC (LT) and consequent issue of Letter of Assurance (LOA) and FSA with coal companies has been done away with.

23. The SLC(LT) deliberated the case in details and observed the following:

23.1 The linkage order of Ministry of Coal of 21.06.2004 has stated that the party (i.e M/s Jai Durga Iron (Pvt) Ltd) will have to sign Fuel Supply Agreement with MCL/CIL within six months of the issue of the order. At that time, the coal quantity was allocated on a quarterly basis by CIL. MCL has stated that in the contemporary period, the FSAs were for duration of three years. Clause 4.1 of Coal Supply Agreements (CSA) of that period

provides that, "This Agreement shall come into force on the date of signature by both parties (called as Signature Date) and shall remain effective thereafter for a period of three years and it can be further extended for a further period of three years with exactly same terms and conditions unless otherwise agreed by both the party."

23.2 Although, the PP has stated that an FSA (Fuel Supply Agreement) was signed between it and MCL but MCL was not able to trace a copy of the FSA and the quarterly coal allocation orders by CIL on 29.12.2004 and 29.03.2005 stated that the unit has not signed FSA. The copy of the Agreement submitted by the PP is misleading and it is not the copy of the Agreement with M/s Jai Durga Iron (Pvt) Limited as indicated by the Annual Contract Quantity mentioned in the Agreement clause 3.0. Thus, in these circumstances, there is no other option but to conclude that no FSA was signed between the PP and MCL and even if, any FSA would have been signed, the duration of the FSA would have expired within three years from date of coal linkage allocation.

23.3 The physical verification report submitted by the CCL team on 19.10.2006, which was also signed by the Director, Shri B.K.Bajaj, of M/s Jai Durga Iron (Pvt) Limited has stated the commissioning status of the two kilns of the PP. At serial G of the report it is mentioned that the first kiln was commissioned on 01.03.2004 and that the second kiln was commissioned in

August, 2005. Thus, it is clear that only one of the two kilns of the PP was commissioned till August 2005 and that from January 2005 the PP was drawing the coal allocated for the kilns as per the linkage order of Ministry of Coal from MCL. This indicates that either the PP was diverting the excess coal which got allocated for the second kiln or was using the coal in violation of the undertakings as given in the affidavit as mentioned at Annexure-6. In both the events, there is a clear evidence of misuse of linkage coal.

23.4 A chargesheet has been filed by the police authorities in this case and the case is pending in a trial court as well as before Hon'ble High Court. The then owner of the company, M/s Jai Durga Iron (P) Ltd is co-accused in the case in which there are allegations for misuse of coal. It is a case where the earlier entity, viz. M/s Jai Durga Iron (P) Ltd is also an accused and is being tried for the commission of the offence. The PP has contended that the ownership of the original allocatee of the coal under the Linkage Policy has also stood changed without any intimation to the authorities.

23.5 The PP has stated that the loaded trucks of coal were on their way to its plant in Koderma and was in no way going to be misused. It was noted that the coal trucks were confiscated by the police authorities in Kalunga, at the site of another Sponge Iron Unit, which was about 20 km off route on the way to Koderma. The circumstances indicate that by accepting the fact

that the coal trucks have deviated from the normal route and were found at the premises of another Sponge Iron unit, there is a strong probability of coal being diverted. It has also been stated that even if the allegation is to be accepted, it would have resulted in diversion to the extent of 120 tonnes only.

23.6 The PP has submitted a copy of the FSA signed on 22.07.2004 (Coal Supply Agreement) by email. It is seen that the copy is not legible at some places and the space where the name of the company should appear is faded and is not legible. However, a closer look at the FSA indicates that the FSA was signed by some company which was allocated 43,875 TPA of Annual Contract Quantity of Coal as against the quantity of 45,000 TPA allotted to the PP as per Ministry of coal order dated 21.06.2004. Thus, it may be concluded that the company has submitted a document to mislead the SLC(LT).

23.7 The PP has made contradictory statements before the SLC(LT). It has stated that it had not participated in the linkage auction of NRS as it was under the impression that the fate of the linkage shall be decided by the outcome of the court case and therefore, awaited for the court decision. When it was pointed out that the PP has applied to Ministry of Coal for additional coal linkage for its 3rd and 4th kiln in the year 2010 and therefore, it was logical that the PP should have participated for linkage auctions for these two kilns for which there was never any linkage, the PP pleaded ignorance about the new linkage

policy which has been issued on 15.02.2016. Similarly, the PP stated that it was lifting coal through spot e-auction route (coal traders are also permitted to participate) where the rates of coal offered are 30-40% higher but when asked why the PP has not participated in the forward e-auctions and exclusive e-auctions which are meant for consumers of specified End Use Plants, the PP stated that it was unaware of it and from now onwards it shall participate in these auctions.

23.8 In the reply to the MCL letter dated 22.09.2009, the PP in its letter dated 25.09.2009 has categorically stated "*It is also a fact to be noted that the company has entrusted the job of transport of coal from Orissa to Jharkhand to one Santosh Kumar Sharma. The company did not have any control over the manner in which the coal was transported from Orissa to Jharkhand and the route taken by the vehicles from Orissa to Jharkhand was clearly determined by the transporter. Hence, the company cannot be visited with order of suspension for any alleged aberration in the manner of transport.*" Thus, the PP has denied its responsibility for the misuse of coal if it takes place on account of the actions of the transporter. However, notwithstanding above, the fact is that sale of coal was completed at the coal loading point of MCL and from then on it was the sole responsibility of the PP to ensure that the coal is transported to its plant safely irrespective of the transporter so chosen for the job. Coal is a scarce natural resource of the country and it is also an

undisputed fact that there was an acute shortage of linkage coal during the period in question in this case. In such a scenario, if a PP is not even able to arrange for smooth transport of coal from coal mine to its plant, then there is a need to review the coal requirement of such a plant so that coal can be allocated to other needy units who could not only gainfully use the coal in their specified End Use Plants but can also arrange for proper coal transportation from coal mine to their end use plants.

24. Based on the observations made above, the SLC (LT) recommended that the linkage of the PP i.e. M/s Jai Durga Iron (Pvt) Limited should be cancelled with effect from 01.08.2005 as there is substantial evidence that the PP has misused/diverted linkage coal allotted for its specified End Use Plant and also the PP, by its own submissions, has failed to ensure proper transportation of coal to its end use plant. Without prejudice to such factual position, having regard to the change in policy of making available the scarce and precious natural resources, the Government has adopted the transparent methodology of auction, the decision for cancellation of the Linkage shall also be in complete conformity with the prevalent policy and the principles of law in this behalf laid down by the Hon'ble Supreme Court.

ANNEXURE

Name of the Officers / Representatives participated in the Standing Linkage Committee (LT) meeting held on 17.08.2017

Ministry of Coal

1. Shri Suresh Kumar, Additional Secretary - Chairman
2. Shri R.K. Sinha, Joint Secretary
3. Shri Mukesh Chowdhury, Director
4. Shri Arjun Sharma, Asstt. Secretary
5. Ms Pratishtha Bhatnagar, AM (Legal)

NITI Aayog, Yojana Bhawan, New Delhi

6. Shri Narendra Kumar, Joint Adviser

Ministry of Steel, Udyog Bhawan, New Delhi

7. Shri A. Prakash, Director

Coal India Limited

8. Shri G.K. Vashishtha, General Manager (M&S)
9. Shri Tarak S. Roy, Sr. Manager

Mahanadi Coalfields Limited

10. Shri Rajesh Mishra, DGM (M&S)/HOD (M&S)
11. Shri Surya K. Sarangi, DGM (M&S)/HOD (Legal)
12. Shri Ajit Das, Dy. Manager (M&S)

South Eastern Coalfields Limited

13. Shri Rajeev Tiwari, M&S Deptt.
14. Shri Santosh San, M&S Deptt.

Central Coalfields Limited

15. Shri Satyendra N. Tiwari, General Manager (Sales)
16. Shri Hitesh Varma, Sr. Manager (M&S)

National Thermal Power Corporation

17. Shri S.D. Prasad, General Manager (Corp Fuel Mgmt)

M/s. Jai Durga Iron (P) Limited

18. Shri Prathik Agarwal, Director
19. Shri Akhilesh Kr. Pandey, Advocate
20. Shri Rajeev Singh, Advocate

To
The Sub Divisional Judicial Magistrate,
Panposh,
(T) C. S. I. Uditnagar Court.

Ref:- Brahmanitarang P. S. Case No. 10 dated 1.3.2005
u/s 420/120(B)/34 IPC/12 CrPc and OAU Act.

Subj:- Forwarding of accd. (1) Varun Goel, age 23 years,
S/o. Banke Bihari Goel of AP-61 Shalimar Bagh,
P.S. Shalimarbagh, Delhi-33, At/p. Or. No. PP/2
Civil Township, P.S. Raghunathpali, Rourkela,
Dist. Sundargarh.

Sir,

In forwarding herewith the above noted accused in custody, I have the honour to submit that on 31.07/01.08.2005, night while S.I. J.K. Pagal was on patrolling duty basing on a reliable information regarding illegal transportation of coal in 12 truck/dumpers to Maa Vaishnavi Iron Sponge plant I.D.C. Kalunga through transporter Santosh Sharma with forged documents to sell it in higher price. He himself along with ASI A.G. Sethy, C/694 C.F. Deo, C/782 S.B. Podha and Home Guard M.K. Dash proceeded to I.D.C. Kalunga in Police Jeep for verification. At about 6 A.M. when they reached near the entrance gate of Maa Vaishnavi Sponge iron plant 12 numbers of Trucks/Dumpers loaded with coal were found to be parked in front of the entrance gate to enter inside the plant for unloading. At their sight, the drivers of 5 trucks/dumpers bearing Regn. No.s - OR-16-A-9091, OR-16-8311, OR-16-B-1839, OR-16-A-9773 and OR-16-A-9751 managed to escape from the spot leaving their vehicles loaded with coal whereas the other drivers of rest 7 nos. of trucks/dumpers remained present. Being asked they disclosed their names as Laxman Jha, Karim Ansari, Ashok Singh, Pramod Kumar Ghosh, Nazim Ansari, Anil Thakur and Manoj Barla the drivers of truck/dumpers bearing Regn. No.s - MS MH-37-M-8207, OR-14-K-2589, MP-26-D-4036, OR-14-J-4427, OR-16-A-8998, OR-23-9097 and CG-12-ZC-0659 respectively and also produced the Transit pass issued from Basundhara (B) OCP, May Jharkhand, Gate Pass of M.C.L., Weighment slip and hand-written slips issued by the transporter Santosh Sharma of Jharsuguda to unload the coal in Maa Vaishnavi Sponge Iron Plant, I.D.C. Kalunga. As per the statements of the drivers they loaded the coal in their truck/dumpers at Basundhara Coal Mines on 31.07.2005 and as per the direction of the transporter Santosh Sharma and owners of the above noted truck/dumpers they transported the loaded coal to I.D.C. Kalunga to unload it inside the plant. As the Police Jeep arrived there at the time of their entry, they parked the loaded trucks/dumpers on the road closed to entrance gate of the plant. On verification of the available records as well as the statements of the drivers and circumstances of place and detection reveals that the coal was transported to deliver at Maa Vaishnavi Sponge Iron plant Pvt. Ltd. from the linkage 344 quota given by M.C.L. to Jai Durga Iron Pvt. Ltd. Jharkhand through Santosh Sharma illegally to sell it at a higher price to the proprietor cum M.D. Varun Goel of Maa Vaishnavi Sponge Iron plant, Kalunga who contacted with the transporter Santosh Sharma and the proprietor of Jai Durga Iron Pvt. Ltd. From further enquiry it is learnt that the transporter of Sivani Transport, the owner of the seized trucks/dumpers, Proprietor cum M.D. Varun Goel of Maa Vaishnavi Sponge Iron plant, Kalunga along with the proprietor

To
The Sub Divisional Judicial Magistrate,
Panposh,
(T) C. S. I, Uditnagar Court.

Ref:- Brahmanitarang P. S. Case No. 10 dated 1.3.2005
u/s 420/120(B)/34 IPC/12/OMPTs and OAU Act.

Sub:- Forwarding of a/cd. (1) Varun Goel, age 23 years,
S/O. Banke Bihari Goel of AP-61 Shalimar Bagh,
P. S. Shalimarbagh, Delhi-33, At/p. Cr. No. PP/2
Civil Township, P. S. Raghunathpali, Rourkela,
Dist. Sundargarh.

Sir,

In forwarding herewith the above noted accused in custody, I have the honour to submit that on 31.07/01.08.2005 night while S.I. J.K. Pagal was on patrolling duty basing on a reliable information regarding illegal transportation of coal in 12 truck/dumpers to Maa Vaishnavi Iron Sponge plant I.D.C. Kalunga through transporter Santosh Sharma with forged documents to sell it in higher price. M.Himself along with ASI A. Ch. Sethy, C/694 G.P. Doo C/782 S.B. Podha and Home Guard M.K. Dash proceeded to I.J.C. Kalunga in police Jeep for verification. At about 6 A.M. when they reached near the entrance gate of Maa Vaishnavi Sponge iron plant 12 numbers of Trucks/Dumpers loaded with coal were found to be parked in front of the entrance gate to enter inside the plant for unloading. At their sight, the drivers of 5 trucks/dumpers bearing Regn. No. s- OR 16-A-9091, OR 16-B311, OR 16-B-1839, OR 16-A-9773 and OR 16-A-9751 managed to escape from the spot leaving their vehicles loaded with coal where as the other drivers of rest 7 nos. of trucks/dumpers remained present. Being asked they disclosed their names as Lakman Jha, Karim Ansari, Ashok Singh, Pranod Kumar Choshi, Nazirul Ansari, Anil Thakur and Manoj Barla the drivers of truck/dumpers bearing Regn. No. s - MK MH-31-M-8207, OR 14-K-2589, MP-26-D-4036, OR 14-J-4427, OR 16-A-8998, OR 23-9097 and CG 12-ZC-0659 respectively and also produced the Transit pass issued from Basundhara (E) OCP, Way Bills issued in the name of the consigner Jai Durga Iron (P), Jharkhand, Gate pass of M.C.L., Weighment slip and hand written slips issued by the transporter Santosh Sharma of Jharsuguda to unload the coal in Maa Vaishnavi Sponge Iron Plant, IDC Kalunga. As per the statements of the drivers they loaded the coal in their truck/dumpers at Basundhara Coal Mines on 31.07.2005 and as per the direction of the transporter Santosh Sharma and owners of the above noted truck/dumpers they transported the loaded coal to IDC Kalunga to unload inside the plant. As the Police Jeep arrived there at the time of their entry, they parked the loaded trucks/dumpers on the road closed to entrance gate of the plant. On verification of the available records as well as the statements of the drivers and circumstances of place and detection reveals that the coal was transported to deliver at Maa Vaishnavi Sponge Iron plant Pvt. Ltd. from the linkage quota given by M.C.L. to Jai Durga Iron Pvt. Ltd. Jharkhand through Santosh Sharma illegally to sell it at a higher price to the proprietor cum M.D. Varun Goel of Maa Vaishnavi Sponge Iron plant, Kalunga who contacted with the transporter Santosh Sharma and the proprietor of Jai Durga Iron Pvt. Ltd. From further enquiry it is learnt that the transporter of Sivani Transport, the owner of the seized trucks/dumpers, proprietor cum M.D. Varun Goel of Maa Vaishnavi Sponge Iron plant, Kalunga along with the proprietor

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Jai Durga Iron Pvt. Ltd., Jharkhand made criminal conspiracy with Kalunga for such illegal transportation of linkage coal of Jai Durga Iron Pvt. Ltd., Jharkhand to Maa Vaishnavi Sponge Iron Plant, Kalunga for their gain cheating the Govt. As it reveals a cog. case U/S 420/120(B)/34 I.P.C./12 O.M.P.T.S. and O.M.U. Act, S.I. U.K. I seized the above mentioned loaded vehicles and took up preliminary investigation of the case at the spot, sent the report to P.S. for registration of the case. Basing on this report, I registered this case and directed S.I. J.K. Pagal to continue with the investigation and subsequently I took charge of investigation from the S.I.

During course of investigation the spot was visited, the loaded vehicles were seized, witnesses were examined and it was established that accd. Santosh Sharma, transporter of Givani Transport, owner of the seized truck/dumpers, accused Varun Goel, Proprietor cum M.D. Maa Vaishnavi Sponge Iron Pvt. Ltd., Kalunga along with the proprietor Jai Durga Iron Pvt. Ltd., Jharkhand made criminal conspiracy among them for such illegal transportation of linkage coal of Jai Durga Iron Pvt. Ltd., Jharkhand to Maa Vaishnavi Sponge Iron Plant, Kalunga for their gain and thereby cheated the Government.

Witnesses Ashok Singh, Pramod Kumar Chagat, Karim Ansari, Mil Tirkey and others were examined and they proved the occurrence. Their statements recorded U/S 161 Cr.P.C. are enclosed herewith.

Prima facie evidence U/S 420/120(B)/34 IPC/12 OMPTS and O.M.U Act is well established against the accd. Varun Goel, I arrested the accd. Varun Goel on 01.08.2005 at 4.15 P.M. after informing the grounds of arrest to him and his relatives and witnesses. Arrest memo has been prepared and copy served. He is forwarded to the Court today i.e. on 02.08.2005 AM.

Under the above facts and circumstances, the accused may kindly be remanded into intermediate custody for a period of 15 days by which date the P.F. is likely to be submitted. Further, I pray that the accused may not be released on bail on the following grounds,

1. the other accused persons in this case have not yet traced.
2. He may tamper with evidence.

Yours faithfully,

(M.P. Karua),
I.I.C. B. Tarang P.S.

27

TO

The I. I. C. Brahmaniterang P.S.

SHE 1- P.I.R.

Sir,

With respect I Sri Jaikrushna Pagal s/o. Late Nishakar P. Gal, S.I. of Police, Brahmaniterang P.S. beg to report that on 31.07/01.08.2005 night while I was on patrolling duty basing on a reliable information regarding illegal transportation of coal by 12 trucks/dumpers to Maa Vaishnavi Iron sponge plant, Kalunga through the transporter Santosh Sharma with forged documents to sell it in higher price, myself along with A.S.I. A. Sethy, C/694 G.P. Deo, C/782 S.B. Podna and Home Guard M.K. Dash proceeded to I. I. C. Kalunga in police Jeep for verification. Today at about 6 A.M. when we reached near the entrance gate of Maa Vaishnavi sponge iron plant, 12 numbers of trucks/dumpers loaded with coal were found to be parked in front of the entrance gate to enter inside the plant for unloading. At our sight the drivers of 5 Trucks/dumpers bearing Regn. No.s - OR-16-A-9091, OR-16-8331, OR-16-B-1839, OR-16-A-9751 and OR-16-A-9773 managed to escape from the spot leaving their trucks/dumpers loaded with coal where as the other drivers of rest 7 nos. of trucks/dumpers remained present. Being asked they disclosed their names as Lakman Jha, Karim Ansari, Ashok singh, Pramod Kumar Gosai, Nazirul Ansari, Will Bhakar, Manoj Barla, the drivers of trucks/dumpers bearing Regn. No.s - MR-31-M-8207, OR-14-K-2589, OR-26-D-1000, OR-14-J-4407, OR-16-A-8198, OR-23-9070 and CG-12-ZC-0659 respectively and also produced the transit pass issued from Basundhara (B) OCP, Way Bills issued in the name of the consigner Jai Durga Iron (P) Ltd., Jharkhand, Gate Pass of M.C.L. Weighment Slips and hand written slips issued by the transporter Santosh Sharma of Jharsuguda to unload the coal in Maa Vaishnavi sponge iron plant I. I. C. Kalunga. As per the statements of the drivers they loaded the coal in their trucks/dumpers at Basundhara Coal Mines on 31.07.2005 and as per the direction of the transporter Santosh Sharma and the owners of the above trucks/dumpers they transported the loaded coal to Kalunga to unload it inside the Maa Vaishnavi sponge iron plant, but at the time of entry inside the plant as the police Jeep arrived there they parked the loaded trucks/dumpers on the road closed to entrance gate of the plant. On verification of the available records as well as the statements of the drivers and circumstances of place and detection reveals that the coal was transported to deliver at Maa Vaishnavi sponge iron plant pvt. Ltd. from the linkage quota given by M.C.L. to Jai Durga Iron pvt. Ltd., Jharkhand through Santosh Sharma illegally to sell it at higher price to the proprietor cum M.D. Barun Coal of Maa Vaishnavi sponge iron plant, Kalunga who contacted with the transporter Santosh Sharma and the proprietor of Jai Durga Iron pvt. Ltd. From further enquiry it is learnt that the transporter of Sivani transport, the owners of the seized trucks/dumpers, proprietor cum M.D. Barun Coal of Maa Vaishnavi sponge iron plant, Kalunga along with the proprietor of Jai Durga Iron pvt. Ltd. Jharkhand made criminal conspiracy among themselves for illegal transportation of linkage coal of Jai Durga Iron pvt. Ltd., Jharkhand to Maa Vaishnavi sponge iron plant, I. I. C. Kalunga for their gain creating the Government.

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As it reveals in the report of A 420/120 (B) 234, dated 10/10/17, with 12 O.M.P.T.S. and O.A.U. Act, I seized the above mentioned vehicles loaded with coal under new seizure list at the place. I took up preliminary investigation and sent the report to the through 2782 S.O. points for registration of case.

1.2.17 at 10 AM

Received the report dated 10/10/17
dated at 10 AM. In the report
details of case were furnished
regarding the seizure of vehicles
- 12 O.M.P.T.S. (M) and O.A.U. Act
and O.A.U. Act and seized at the place
to continue with investigation.

Yours faithfully,

(Jaskrubs P. S. I.),
S.I. Bramanikalingam P.S.

1.2.17
1.2.17

High Court of Orissa

Case Status Information System

Case Status : Pending
Status Of : Appl.under Sec.482 Cr.P.C. 471 Of 2007
Litigants : VARUN GOEL Vs. STATE
Pet's Adv : M/S.A.TRIPATHY
Res's Adv :
Bench : --
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--
Last Date of Hearing : Friday, August 23, 2013
Next / Final Date of Hearing : Friday, August 30, 2013
Case Updated On : Friday, August 23, 2013
Category : ANY OTHER MATTER UNDER CR.P.C.

Connected Application(s)

No Connected Application

Order(s)

No Orders

Connected Matter(s)

No Connected Cases

SO AND LIFT DETAILS OF JAI DURGA IRON (P) LIMITED(603559)

SL NO	OFFER_YRMM	SO_NO	SO_QTY	SO_AMT	LIFT_QTY	LIFT_AMT
1	200805	08009380	878.00	2478755.55	878	2478755.55
2	200807	08011613	100.00	158324.40	99.94	158229.41
3	200807	08011614	1000.00	1348880.00	369.1	497871.61
4	200807	08011918	200.00	404331.20	199.99	404310.98
5	200807	08011919	200.00	404331.20	199.9	404129.03
6	200808	08013133	250.00	450814.00	250	450314
7	200808	08013134	500.00	901628.00	500	900628
8	200809	08015010	200.00	650686.40	200	650686.4
9	200809	08015011	400.00	1301372.80	400	1301372.8
10	200809	08015012	400.00	1301372.80	400	1301372.8
11	200810	08017623	250.00	376428.00	249.98	376397.88
12	200810	08017624	1000.00	2291380.00	1000	2291380
13	200811	08019763	150.00	384657.00	0	0
14	200811	08019764	250.00	624715.00	151.78	379276.97
15	200811	08019765	250.00	624715.00	66.74	166773.92
16	200811	08019766	250.00	641095.00	0	0
17	200811	08019768	500.00	795990.00	499.97	795942.24
18	200901	09002698	1300.00	2367690.00	1299.93	2367562.51
19	200810	08017621	100.00	151008.00	99.98	150977.79
20	200810	08017622	250.00	376428.00	249.9	376277.43
21	200811	08019840	1500.00	2273310.00	1499.98	2273279.68
22	201112	12001323	1500.00	4144500.00	1499.98	4144444.74
23	201201	12002117	500.00	1483630.00	499.88	1487336.88
24	201201	12002118	500.00	1472590.00	499.79	1473902.2
25	201203	12007021	500.00	1765365.00	476.52	1763819.12
26	201203	12007996	1000.00	2633470.00	999.6	2632416.65
27	201206	12012933	500.00	1389315.00	499.83	1388840.28
28	201206	12012934	1500.00	2983440.00	1499.57	2982590.38
29	201207	12013826	1500.00	3050340.00	1499.78	3049891.65
30	201208	12015062	2500.00	5892200.00	2499.9	5891957.96
31	201209	12016412	1000.00	2880870.00	999.4	2879147.23
32	201209	12016413	1000.00	2880870.00	999.24	2878686.3
33	201210	12018334	1120.00	3151657.60	0	0
34	201209	12016411	500.00	1440995.00	499.79	1440390.1
35	200805	08009381	1200.00	3099532.80	570.36	1473207.94
36	200807	08011612	100.00	158324.40	99.99	158308.57
37	200811	08018491	150.00	103584.00	149.95	103549.48
38	200811	08019762	50.00	130949.00	0	0
39	200811	08019767	500.00	795990.00	499.96	795926.32
40	201305	13010290	1000.00	2884630.00	995.57	2871853.85
41	201306	13012055	2000.00	5387980.00	1999.87	5387622.93
42	201307	13012942	1000.00	2376240.00	999.95	2376124.12
43	201308	13014290	3000.00	7776930.00	2999.75	7776277.76
44	201306	13011265	1000.00	3037150.00	999.7	3036238.58
45	201401	14002674	1000.00	2274560.00	870.97	1981077.83



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7

Ref.CIL/CMD/Sponge Iron/MCL/695

29.12.2004

To
The GM(S&M), MCL, Sambalpur

Dear Sir,

Allocation of coal for the following Sponge Iron Units are being made for the Quarter January to March 2005 subject to compliance of the commercial formalities :-

<u>Name of the Consumer</u>	<u>Size/Grade</u>	<u>Source</u>	(Figs. are in Tonnes)
			<u>Allocated Qty.</u> <u>Tns/month</u>
Units that have signed FSA			
1. Tata Sponge Iron Ltd.	B/C, Stm/Sik/Rom	MCL	2000
2. Rexon Strips Ltd.	B/C, Stm/Sik/Rom	MCL	4000
	F, Stm/Sik/Rom	MCL	4000
3. Suryaa Sponge Iron Ltd.	B/C, Stm/Sik/Rom	MCL	1560
	F, Stm/Sik/Rom	MCL	5250
4. Deepak Steel & Power Ltd.	B/C, Stm/Sik/Rom	MCL	4000
	E/F, Stm/Sik/Rom	MCL	4000
	F, Stm/Sik/Rom	MCL	4000
5. Sree Metaliks Ltd.	B/C, Stm/Sik/Rom	MCL	11840
	F, Stm/Sik/Rom	MCL	8000
6. Orissa Sponge Iron Ltd.	B/C, Stm/Sik/Rom	MCL	16500
7. MSP Sponge Iron (P) Ltd.	B/C/D, Stm/Sik/Rom	MCL	4000
	F, Stm/Sik/Rom	MCL	3166
8. Maa Tarini Industries	F, Stm/Sik/Rom	MCL	1600
	F, Stm/Sik/Rom	MCL	1666
9. Pawanjay Sponge Iron Ltd.	F, Stm/Sik/Rom	MCL	3583
10. Kusum Powermet Pvt Ltd. Kusum Powermet Pvt. Ltd. (Add.)	B/C/D, Stm/Sik/Rom	MCL	2000
	F, Stm/Sik/Rom	MCL	2000
	F, Stm/Sik/Rom	MCL	4000
11. Scan Steels Ltd	Stm/Sik/Rom	MCL	2000
12. N.K.Bhojani Pvt. Ltd.	Stm/Sik/Rom	MCL	1600
13. Shiv Shakti Sponge Iron Ltd.	F, Stm/Sik/Rom	MCL	4000
14. Scan Spongiron Ltd.	F, Stm/Sik/Rom	MCL	1625
15. Rungla Mines Ltd Rungla Mines Ltd (Expansion unit)	F, Stm/Sik/Rom	MCL	4000
	F, Stm/Sik/Rom	MCL	4000

[Signature] [contd...2]



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E-Mail : marketing@coalindia.com

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Name of the Consumer	Size/Grade	Source	(Figs. are in tonnes)	
			Allocated Qty.	Tns/month
16. Prabhu Sponge (P) Ltd.	F,ROM	MCL	2000	
Prabhu Sponge (P) Ltd. (Addl.)	F, Stm/Sik/Rom	MCL	2000	
17. Aditya Sponge & Power Pvt. Ltd.	F,Stm/Sik/Rom	MCL	4000	
18. Suraj Products Limited	F, Stm/Sik/Rom	MCL	2000	
Suraj Products Ltd. (Addl.)	F, Stm/Sik/Rom	MCL	2000	
19. OCL India Limited	F, Stm/Sik/Rom	MCL	4000	
20. Shrishu Ispat Ltd.	F, Stm/Sik/Rom	MCL	4000	
21. Natwa Sponge Iron Ltd.	F, Stm/Sik/Rom	MCL	8800	
22. Neepaz Metaliks Limited	F, Stm/Sik/Rom	MCL	12000	
23. Rashmi Ispat Pvt. Ltd. (Expansion Unit.)	F,Stm/Sik/Rom	MCL	4000	
Rashmi Ispat Pvt. Ltd.	F,Stm/Sik/Rom	MCL	3000	
24. Orion Ispat Limited	F,Stm/Sik/Rom	MCL	8000	
25. L.N.Metallics Pvt. Ltd	F,Stym/Sik/Rom	MCL	4000	
26. Shri Ramrupai Balaji Steels Ltd (1st & 2 nd kiln)	F, Stm/Sik/Rom	MCL	8000	
27. GSAL (India) Ltd.	E/F, Stm/Sik/Rom	MCL	10916	
28. Rashmi Cement Ltd. Unit-III	F, Stm/Sik/Rom	MCL	4000	
29. Aryavrata Trading Pvt. Ltd.	F,Stm/Sik/Rom	MCL	1600	
30. Mark Steel Ltd. (2 nd Kiln)	F,Stm/Sik/Rom	MCL	3656	
31. Pawansut Sponge Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000	
32. Shree Ganesh Metaliks Ltd.	F, Stm/Sik/Rom	MCL	8000	
33. Utkal Metaliks Ltd.	F, Stm/Sik/Rom	MCL	3200	
34. Govindam Projects Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000	
35. Beekay Steel & Power Ltd	F, Stm/Sik/Rom	MCL	13333	
Units that have not signed FSA				
1. Mark Steels Ltd. (1 st kiln)	F, Stm/Sik/Rom	MCL	3583	
2. Sai Sponge (I) Ltd.	F, Stm/Sik/Rom	MCL	3000	

[Signature] [contd... 3]
29/12



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<u>Name of the Consumer</u>	<u>Size/Grade</u>	<u>Source</u>	(Figs. are in tonnes) <u>Allocated Qty.</u> <u>Tns/month</u>
3. Shri Ganesh Sponge Iron Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000
4. Hakia Steels Limited	F, Stm/Sik/Rom	MCL	4000
5. Savitri Sponge Iron Pvt. Ltd.	F, Stm/Sik/Rom	MCL	1600
6. OCL India Ltd. (3 rd Kiln)	F, Stm/Sik/Rom	MCL	4000
7. Vikash Metal & Power Ltd.	F, Stm/Sik/Rom	MCL	7200
8. Sumrit Metaliks Pvt. Ltd.	F, Stm/Sik/Rom	MCL	2000
9. Shri Ramrupai Balaji Steels Ltd. (3 rd & 4 th kiln)	F, Stm/Sik/Rom	MCL	8000
10. Shreegopal Govind Sponge Pvt. Ltd.	F, Stm/Sik/Rom	MCL	2000
11. Jai Balaji Sponge Ltd.	F, Stm/Sik/Rom	MCL	3000
12. Shri Mahavir Ferro Alloys Pvt. Ltd.	F, Stm/Sik/Rom	MCL	3750
13. Bravo Sponge Iron Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000
14. Atibir Industries Co. Ltd.	F, Stm/Sik/Rom	MCL	4000
15. Hima Ispat (P) Ltd	F, Stm/Sik/Rom	MCL	9375
16. Rishabh Sponge Pvt. Ltd. (1 st Kiln)	F, Stm/Sik/Rom	MCL	4000
17. Ma Chandl Durga Ispat Pvt. Ltd.	F, Stm/Sik/Rom	MCL	3900
18. SPS Steel & Power Ltd.	F, Stm/Sik/Rom	MCL	12000
19. SMC Power Generation Ltd.	F, Stm/Sik/Rom	MCL	13333
20. Jai Durga Iron (P) Ltd. (1 st Kiln)	F, Stm/Sik/Rom	MCL	1875
Jai Durga Iron Pvt. Ltd. (2 nd kiln)	F, Stm/Sik/Rom	MCL	1875
21. Rashmi Cement Ltd. Unit- III (Expansion Unit)	F, Stm/Sik/Rom	MCL	4000
22. Shyam Sel Ltd. (Expansion Unit)	F, Stm/Sik/Rom	MCL	4000
(Additional allocation fro 1 st & 2 nd kiln)	F, Stm/Sik/Rom	MCL	1333
23. Orissa Minerals Development Co. Ltd.	F, Stm/Sik/Rom	MCL	4000
24. Scaw Industries Pvt. Ltd.	F, Stm/Sik/Rom	MCL	13,333
25. Laxmi Ispat Udyog 2 nd Kiln	F, Stm/Sik/Rom	MCL	4000

All the required formalities as per conditions stipulated in the linkage Advise letter of MOC should be complied by the consumer prior to actual supplies are effected. You are also requested to release coal only to those consumers who have abided by the conditions as stipulated in CIL letter No. CIL/CMO/Sponge/698 dated 30.12.2004.

Yours faithfully
H.K. Vaidya
(H.K. Vaidya)
General Manager(Sales)



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Ref. CI/CMO/Sponge Iron/MCL/ 741

29.3.2005

To
The GM(S&M), MCL, Sambalpur

Dear Sir,

Allocation of coal for the following Sponge Iron Units are being made for the Quarter April to June 2005 subject to compliance of the commercial formalities :-

Name of the Consumer	Size/Grade	Source	(Figs. are in tonnes)	
			Allocated Qty.	Ton/month
Units that have signed FSA				
1. Tata Sponge Iron Ltd.	B/C, Stm/Sik/Rom	MCL	2000	By Road
2. Rexon Strips Ltd.	B/C, Stm/Sik/Rom	MCL	4000	
	F, Stm/Sik/Rom	MCL	4000	
3. Suryaa Sponge Iron Ltd.	B/C, Stm/Sik/Rom	MCL	1560	
	F, Stm/Sik/Rom	MCL	5250	
4. Deepak Steel & Power Ltd.	B/C, Stm/Sik/Rom	MCL	4000	
	E/F, Stm/Sik/Rom	MCL	4000	
	F, Stm/Sik/Rom	MCL	4000	
5. Sree Metaliks Ltd.	B/C, Stm/Sik/Rom	MCL	11840	
	F, Stm/Sik/Rom	MCL	8000	
6. Orissa Sponge Iron Ltd.	B/C, Stm/Sik/Rom	MCL	16500	
7. MSP Sponge Iron (P) Ltd.	B/C/D, Stm/Sik/Rom	MCL	4000	
	F, Stm/Sik/Rom	MCL	3168	
8. Maa Tarini Industries	F, Stm/Sik/Rom	MCL	1600	
	F, Stm/Sik/Rom	MCL	1668	
9. Pawanjay Sponge Iron Ltd.	F, Stm/Sik/Rom	MCL	3583	
10. Kusum Powermet Pvt Ltd. (Addl.)	B/C/D, Stm/Sik/Rom	MCL	2000	
	F, Stm/Sik/Rom	MCL	2000	
	F, Stm/Sik/Rom	MCL	4000	
11. Scan Steels Ltd	Stm/Sik/Rom	MCL	2000	
12. N.K.Bhojani Pvt. Ltd.	Stm/Sik/Rom	MCL	1600	
13. Shiv Shakti Sponge Iron Ltd.	F, Stm/Sik/Rom	MCL	4000	
14. Scan Spongiron Ltd.	F, Stm/Sik/Rom	MCL	1625	
15. Rungta Mines Ltd. (Expansion unit)	F, Stm/Sik/Rom	MCL	4000	
	F, Stm/Sik/Rom	MCL	4000	

[Signature] [contd...2]
21/3/05



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<u>Name of the Consumer</u>	<u>Size/Grade</u>	<u>Source</u>	(Figs. are in tonnes) <u>Allocated Qty.</u> <u>Ton/month</u>
16. Prabhu Sponge (P) Ltd.	F, ROM	MCL	2000
Prabhu Sponge (P) Ltd. (Addl.)	F, Stm/Sik/Rom	MCL	2000
17. Aditya Sponge & Power Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000
18. Suraj Products Limited	F, Stm/Sik/Rom	MCL	2000
Suraj Products Ltd. (Addl.)	F, Stm/Sik/Rom	MCL	2000
19. OCL India Limited	F, Stm/Sik/Rom	MCL	4000
20. Shrishti Ispat Ltd.	F, Stm/Sik/Rom	MCL	4000
21. Nalwa Sponge Iron Ltd.	F, Stm/Sik/Rom	MCL	8800
22. Neepaz Metaliks Limited	F, Stm/Sik/Rom	MCL	12000
23. Rashmi Ispat Pvt. Ltd. (Expansion Unit.)	F, Stm/Sik/Rom	MCL	4000
Rashmi Ispat Pvt. Ltd.	F, Stm/Sik/Rom	MCL	3000
24. Orion Ispat Limited	F, Stm/Sik/Rom	MCL	8000
25. L.N. Metaliks Ltd	F, Stm/Sik/Rom	MCL	4000
26. Shri Ramrupai Balaji Steels Ltd (1 st & 2 nd kiln)	F, Stm/Sik/Rom	MCL	8000
27. GSAL (India) Ltd.	E/F, Stm/Sik/Rom	MCL	10916
28. Rashmi Cement Ltd. Unit-III	F, Stm/Sik/Rom	MCL	4000
29. Aryavrata Trading Pvt. Ltd.	F, Stm/Sik/Rom	MCL	1600
30. Mark Steel Ltd. (2 nd Kiln)	F, Stm/Sik/Rom	MCL	3658
31. Pawansul Sponge Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000
32. Shree Ganesh Metaliks Ltd.	F, Stm/Sik/Rom	MCL	8000
33. Utkal Metaliks Ltd.	F, Stm/Sik/Rom	MCL	3200
34. Govindam Projects Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000
35. Beekay Steels & Power Ltd.	F, Stm/Sik/Rom	MCL	13333
<u>Units that have not signed FSA</u>			
1. Mark Steels Ltd. (1 st kiln)	F, Stm/Sik/Rom	MCL	3583
2. Sai Sponge (j) Ltd.	F, Stm/Sik/Rom	MCL	3000

[contd... 3]

[Signature]
21/12/17



COAL INDIA LIMITED
(Marketing Division)
Apeejay House, B-Block, 6th Floor,
15, Park Street, Calcutta 700 016.

Phone: 22293421, 22293425

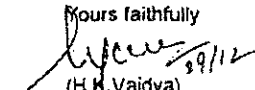
Fax: 033-22172338

E-Mail: marketing@coalindia.com

Page - 3

Name of the Consumer	Size/Grade	Source	(Figs. are in tonnes)
			Allocated Qty. Tns/month
3. Shri Ganesh Sponge Iron Pvt. Ltd.	F, Stm/Sik/Rom	MCL	4000
4. Haldia Steels Limited	F, Stm/ Sik/Rom	MCL	4000
5. Savitri Sponge Iron Pvt. Ltd.	F, Stm/Sik/Rom	MCL	1800
6. OCL India Ltd. (3 rd Kiln)	F, Stm/Sik/Rom	MCL	4000
7. Vikash Metal & Power Ltd.	F, Stm/Sik/Rom	MCL	7200
8. Sumrit Metaliks Pvt. Ltd.	F, Stm/Sik/Rom	MCL	2000
9. Shri Ramrupal Balaji Steels Ltd. (3 rd & 4 th kiln)	F, Stm/Sik/Rom	MCL	8000
10. Shreegopal Govind Sponge Pvt. Ltd.	F, Stm/Sik/Rom	MCL	2000
11. Jai Balaji Sponge Ltd.	F, Stm/Sik/Rom	MCL	3000
12. Shri Mahavir Ferro Alloys Pvt. Ltd.	F, Stm/Sik/Rom	MCL	3750
13. Bravo Sponge Iron	F, Stm/Sik/Rom	MCL	4000
14. Atibir Industries Co. Ltd.	F, Stm/Sik/Rom	MCL	4000
15. Hima Ispat (P) Ltd	F, Stm/Sik/Rom	MCL	9375
16. Rishabh Sponge Pvt. Ltd. (1 st Kiln)	F, Stm/Sik/Rom	MCL	4000
17. Ma Chandri Durga Ispat Pvt. Ltd.	F, Stm/Sik/Rom	MCL	3900
18. SPS Steel & Power Ltd.	F, Stm/Sik/Rom	MCL	12000
19. SMC Power Generation Ltd.	F, Stm/Sik/Rom	MCL	13333
20. Jai Durga Iron (P) Ltd. (1 st Kiln)	F, Stm/Sik/Rom	MCL	1875
21. Rashmi Cement Ltd. Unit- III (Expansion Unit)	F, Stm/Sik/Rom	MCL	4000
22. Shyam Sel Ltd. (Expansion Unit)	F, Stm/Sik/Rom	MCL	4000
23. Orissa Minerals Development Co. Ltd.	F, Stm/Sik/Rom	MCL	4000

All the required formalities as per conditions stipulated in the linkage Advise letter of MOC should be complied by the consumer prior to actual supplies are effected.

Mine yours faithfully

 (H.K. Vaidya)
 General Manager(Sales)



No. 12 Date: 11/05/17

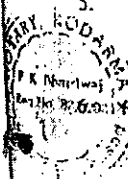
AFFIDAVIT

Sri Mahesh Periwal S/o Sri Bijay Periwal aged about 32 years residing at Bhudani Road, P.O. - Jhumritelaiya, Dist.- Koderma, 825409, do hereby solemnly affirm and declare as follows :-

1. That I am the Director of M/s Jai Durga Iron (P) Ltd. having its factory situated at Jharkund Road, P.O. - Jhumritelaiya, Dist.- Koderma (Jharkhand).
 2. That I am acquainted with the facts and circumstances and competent to swear this Affidavit.
 3. That I confirm that the statements made and information furnished in the Annexure 'L' annexed hereto, in connection with supply of coal to M/s Jai Durga Iron (P) Ltd. by Coal India Limited and/or any of its subsidiaries are correct and true.
 4. I do hereby undertake that in case the factory is closed and/or does not consume coal supplies whatsoever reasons within 24 hours thereof, Coal India Limited will be informed by me in writing without fail, to enable them to suspend supply of coal to the said Factory.
 5. I further undertake to make all necessary arrangements for inspection of the Factory by any of the representatives of Coal India Limited at any time and furnish any information and documents, registration certificates etc., and other records as may be called for by the said representative for examination.
- I also undertake that entire quantity of suitable quality of coal to be supplied by Coal India Ltd. will be consumed and/or utilize by the said Factory and shall not be misused in any way or used for any other purpose and/or would not be sold, transferred or disposed of to any other person/ persons for any reasons whatsoever.
7. I declare that in case any discrepancy in regard of coal requirements and consumption thereof or in regard to statements made hereinabove and Annexure 'L' is detected or noticed by Coal India Ltd. at any time, Coal India Ltd. will have right to stop supply of coal at once and cancel the linkage, without giving any prior notice to factory apart from other normal course of action as permissible in laws.

I, the above named deponent, swear the the statements in Paras 1 to 7 above are true to my personal knowledge and nothing has been concealed, no part of it is false.

For Jai
Mahesh Periwal
Deponent



Subscribed and sworn to before me on this 11th day of May 2017 at Koderma (Jharkhand).

original affidavit
affidavit has
been seized by Officer in
charge, Baramitrapur, S.
Rural on 11-05-17.

To consider from MCL

QUESTIONNAIRE FOR VERIFICATION OF SPONGE IRON UNITS WHICH HAVE BEEN GRANTED NEW LINKAGE.

DATE OF INSPECTION: 19/10/2005
(S appropriate box)

A. NAME OF SPONGE IRON UNIT: JAI DURGA IRON (P) LTD.

B. ADDRESS REGD. OFFICE: 87, JAJNA LAL RAJAJ STREET, KOLKATA

STATE: WEST BENGAL PIN CODE 700007

TELEPHONE NOS: _____ FAX: _____

E MAIL: _____

C. ADDRESS: PLANT: JHARNAKUND ROAD, P.O. JHUMRITELATYA, DIST. KODARMA

TELEPHONE NOS: 06534-222159 . FAX: 06534-222159

STATE: JHARKHAND PIN CODE 825409

D. NEAREST RLY. STATION: KODARMA/BARKAKANA

E. STATUS OF SPONGE IRON: EXPANSION / NEW

F. COMMISSIONING STATUS: COMMISSIONED / NOT COMMISSIONED

IF NOT COMMISSIONED, EXPECTED DATE OF COMMISSIONING: N.A

G. IF EXPANSION, DETAILS OF OLD KILNS (S) : (Attach separate sheet if necessary)

SL. NO.	INSTALLED LICENSED CAPACITY PER YEAR	DATE OF INSTALLATION	DATE OF COMMISSIONING	DETAILS OF LINKAGE	STATUS			
					FUNCTIONING	UNDER MAINTENANCE	NOT FUNCTIONING	DISCONTINUED
	1X50TPD 1X50TPD		01.03.04 Aug., 2005	Applied for at Coal India.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

H. IF NEW, DETAILS OF NEW KILNS (S) : (Attach separate sheet if necessary)

SL. NO.	INSTALLED LICENSED CAPACITY PER YEAR	DATE OF INSTALLATION	DATE OF COMMISSIONING	DETAILS OF LINKAGE	STATUS			
					FUNCTIONING	UNDER MAINTENANCE	NOT FUNCTIONING	DISCONTINUED
	1X50 TPD		11.09.05	Applied for at Coal India.	<input checked="" type="checkbox"/>			

I. IF ANY POWER GENERATION EQUIPMENT INSTALLED : YES / NO

DETAILS OF TURBO GENERATOR(S) (Attach separate sheet if necessary)

SL. NO.	CAPACITY (KW)	TYPE	DATE OF INSTALLATION	DATE OF COMMISSIONING
1	250KVAX2	JACKSON		
2	500KVAX1	CUMMINS MAKE.		

FOR JAI DURGA IRON (P) LTD.
 19.10.06
 DIRECTOR

IF YES, WHAT ARE THOSE

K. DETAILS OF BOILER(S) (Attach separate sheet if necessary)

SL. NO.	CAPACITY (TPH)	TYPE	DATE OF INSTALLATION	DATE OF COMMISSIONING

L. IF BOILER FITNESS CERTIFICATE(S) RECEIVED : N.A. YES / NO
 (Enclose xerox duly attested)
 of Sponge Iron Unit (✓ appropriate box)

M. ANY OTHER FUEL USED IN BOILERS : YES / NO
 N. IF YES, WHAT ARE THOSE : N.A.

O. REGISTRATION AS PER FACTORIES ACT RECEIVED (Enclose xerox duly attested) : YES / NO

P. WHETHER ENVIRONMENT CLEARANCE RECEIVED (Enclose xerox duly attested) : YES / NO
 It is not been commissioned. As such

For JAI DURGA IRON (P) LTD.
 B.K. Bora
 DIRECTOR

Signature of authorized representative of Sponge Iron Unit

[Signatures]
 Signature of authorized representative of Coal Company

RECOMMENDATION (✓ appropriate box)

The sponge iron kiln for which linkage has been issued is in existence and has been commissioned. As such release of coal may be considered.

or
 The sponge iron kiln for which linkage has been issued is in existence but the same has not been commissioned. As such release of coal may be considered only after commissioning.

[Signatures]
 Signature of authorized representative of Coal Company

Subject: Re: Fwd: csa

To: "Mukesh Choudhary, Director MoC" <dircpd.moc@nic.in>

Cc: SO CPD <socpd.moc@nic.in>

Rajeev Singh <rajeevsingh_69@yahoo.co.in>

Date: 18/08/17 03:10 PM

From: JAI DURGA IRON PVT LTD <jdi_sponge@yahoo.com>

Reply-To: JAI DURGA IRON PVT LTD <jdi_sponge@yahoo.com>

Untitled (2kB)

Dear Sir,

We hereby confirm that the FSA mailed to you was signed between us and MCL (upto our belief).

But as a matter of fact, as the coal was allocated and supplied from MCL, which means there was a FSA which was signed by the company (if any affidavit required in this matter, we can give)

At the time of reformation of Directorship this is what we received from earlier Director. This is what we have at present. As there are two copies of FSA (one for colliery and one for receiver), we request you to kindly check at your end for the same.

On Friday, August 18, 2017 10:36 AM, "Mukesh Choudhary, Director MoC" <dircpd.moc@nic.in> wrote:

The copy of the Coal Supply Agreement (CSA) sent by you pursuant to the discussions held in the SLC(LT) meeting on 17.08.2017 has been perused and it is observed that the name and address of your firm does not figure in the CSA. It is requested to confirm that it is the CSA signed between your company and MCL in 2004. The reply may be sent urgently to finalize the meeting minutes.

On 17/08/17 16:32, JAI DURGA IRON PVT LTD <jdi_sponge@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

89523/2017/CLD

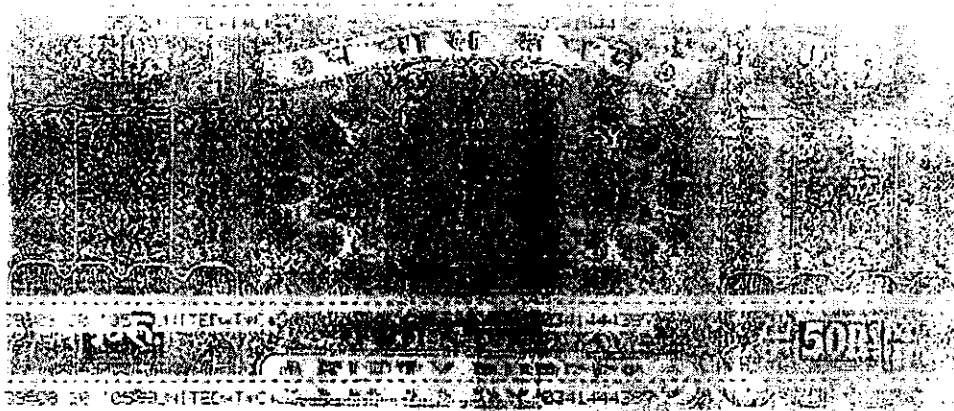
From: JAI DURGA IRON PVT LTD <jdi_sponge@yahoo.com>
Date: 15 August 2017 at 1:53:39 PM IST
To: "cgmsm_mcl@rediffmail.com" <cgmsm_mcl@rediffmail.com>
Subject: csa
Reply-To: JAI DURGA IRON PVT LTD <jdi_sponge@yahoo.com>

Dear Avijit Sir,

pfa

regards

--
Mukesh Choudhary
Director (CPD)
Ministry of Coal
New Delhi.



COAL SUPPLY AGREEMENT

This Agreement made on 22nd day of July, 2004 between Mahanadi Coalfields Company, incorporated under the Companies Act, 1956 and having its registered office at Plot No. 10, Sector-1, Bhubaneswar-751 002, Orissa (hereafter called the Seller) and the Government of West Bengal (hereafter called the Buyer) and provided as coal of the one part and

MAHANADI COALFIELDS COMPANY LIMITED, Bhubaneswar, Orissa (hereafter called the Seller) and provided as coal of the one part and

Company incorporated under the Companies Act, 1956 (hereafter called the Buyer) and provided as coal of the one part and

Whereas the Buyer owns and operate an industry at
 in the State of West Bengal for manufacture of sponge iron
 Whereas the Buyer has been granted license by Standing License Committee (Term) vide Ministry of Coal, Govt. of India letter

whereas the Seller is engaged in the production and sale of coal from its mines.

and whereas the Buyer offers to purchase coal from the Seller for its use in the State of West Bengal for manufacture of sponge iron.

The Buyer has deposited a sum of Rs. 5.35 Lakh (Rupees Five Lakh Three Thousand only), equivalent to the basic price of coal, as per the schedule of prices (SC) in the form of Bank Guarantee (BG) on any Nationalised Bank/Schedule Bank be approved by the MC, Management (Consortium Bank of Ltd), the receipt whereof by Seller acknowledged. In case of SC in the form of BG, the Buyer shall maintain the BG for six months after the expiry of this Agreement.

It is agreed to by the parties as follows:-

That the Seller shall supply and the Buyer shall take coal for its use in the State of West Bengal on mutually agreed terms & conditions herein contained.

1.0 Definition:-

- 1.1 Agreement means this Coal Supply Agreement including all its annexures and subsequent amendments as may be issued in writing in accordance with the terms & conditions of this Agreement.
- 1.2 As Delivered Price shall have the meaning as ascribed in Clause 10.1.
- 1.3 Annual Contract Quantity shall have the meaning as ascribed to it in Clause 10.2.
- 1.4 BIS means the Bureau of Indian Standards.
- 1.5 Coal means the non-coking coal supplied or to be supplied to the Buyer by the Seller pursuant to this Agreement and which falls within different classes/grades of non-coking coal and specification of each such class or grade as notified/ notification/order issues by Govt. of India from time to time.
- 1.6 Delivery Point means the point at which the property and risk in coal is transferred by the Seller to the Buyer by loading coal into the rail wagons or road transport vehicles as the case be, at the colliery and.
- 1.7 Weighbridge/weightment system means any of the weightment systems used by the Seller at the colliery and for weightment of coal supplied or to be supplied to the Seller's customers including the Buyer under this Agreement.
- 1.8 Weights & Measures Standards means the standards as prescribed under the Standards and Weights & Measures Act, 1976 and amendments thereof.
- (A) Words imparting the singular only shall also include plural and vice versa where the context so requires.
- (B) This Agreement shall supersede all correspondences or discussions or any understanding in the context of supply of coal to the Buyer under this Agreement has been executed.

2.0 Security Deposit (SD):

- 2.1 The Buyer shall have deposited with the Seller a sum equivalent to the value of 10/365 days' coal requirement on or before signing of this Agreement as mentioned in preamble of this Agreement.
- 2.2 The Buyer shall maintain the SD with the Seller till 3 months after the expiry of this Agreement for which the Buyer shall extend the BG one month in advance of the expiry of the BG for a further period, during which the Seller shall be entitled to suspend its obligation to supply coal whereas the Buyer's obligation shall continue to remain in effect.

3.0 Contract Quantity :

- 3.1 The Annual Contract Quantity shall be 43,875 TPA Cr.F coal. The ACQ may be decreased by the Seller for the subsequent years based on the low performance of the Buyer during the previous year, which shall be intimated by the Seller to the Buyer in writing.
- 3.2 The monthly scheduled quantity shall be ACQ / 12.

4.0 Commencement and Term :

- 4.1 This Agreement shall come into force on the date of signature by both parties (the Signature Date) and shall remain effective thereafter for a period of three years, to be further extended for a period of three years on the same terms and conditions unless otherwise agreed by both the parties.
- 4.2 The Seller shall have the right to terminate this Agreement without any liability to the Buyer falls to maintain SO in terms of Clause 2.0 and in which case the SO shall stand forfeited to the Seller.

5.0 Source of Supply :

The Seller shall supply coal from any of its sources/mines.

6.0 Transportation, Loading and Delivery of Coal :

- 6.1 The mode of transport whether road or movement of coal from the colliery siding shall be that of the Buyer.
- 6.2 Coal shall be delivered by the Seller by loading into wagons and/or transport vehicles placed by the Buyer at the colliery sidings and/or the coal loading point at the colliery and in accordance with the schedule finalised by the Seller. The property and risk of coal shall pass from the Seller to the Buyer on loading of coal into the rail wagons and/or transport vehicles of the Buyer at the colliery siding.
- 6.3 The Buyer shall submit rail programmes in accordance with the Railways rules after seeking consent of the Seller in those cases where the Seller shall give financial money due from the Buyer and the financial coverage required as per the order.
- 6.4 The Seller shall file specific offers with the Railways for allotment of coal rakes in favour of the Buyer against the rail programmes filed by the Buyer.
- 6.5 (i) Any failure in filing of rail programmes as per Seller's procedures or withdrawal or cancellation of the programmes by the Buyer shall entitle the Seller to Deemed Delivery. Provided however, if the Buyer has filed a rail programme in accordance with the Seller's procedures and the Seller has made specific offers but the Railways have not placed allotments or placed the rakes, neither the Buyer nor the Seller shall be treated to have failed under this Agreement.

The Seller shall book the Rakes and/or trucks to be used for the transport of coal as per instruction of the Buyer and by the route as may be decided by the Indian Railways at the time of such booking/despatch. All freight and other transportation charges in respect of despatches by rail in terms of Rail rules/procedures and/or those which shall be borne, paid and settled by the Buyer with the Railways or its transporter. Under-loading charges excluding surcharge, if any, levied by the Indian Railways shall be borne by the Seller and adjusted in the coal bill. Over-loading charges or penal freight or penalty for over-loading levied by the Indian Railways shall be borne by the Buyer and settled and paid to the Indian Railways.

7.0 Weighment :

7.1 Rakes and/or trucks of coal loaded by the Seller for consignment to the Buyer shall be weighed at the weighbridge/weighment system owned and operated by the Seller or by the Indian Railways at the loading point or inside the railway loading yard as the case be. The weight recorded on the RRS and the consignment note prepared pursuant to such weighment shall be conclusive and final to determine the quantity of coal consigned and sold to the Buyer for billing and payment.

7.2 Where the Weighbridge/weighment system does not exist or is out of order the weight recorded by the Indian Railways on the RRS at the loading point of the wagon shall be the weight of coal consigned to the Buyer for the purpose of billing and payment.

7.3 The Seller shall maintain its weighbridges as per Weights & Measures Standards 1976 or amendments thereof.

8.0 Compensation for short supply:
In the event of failure to supply the quantity of coal on the part of the Seller or to purchase coal on the part of the Buyer in any financial year, the defaulting party shall be liable to pay compensation to the non-defaulting party for the following short supply:

Slabs	Deficiency in quantity	Rate of Compensation applicable for the billed quantity in terms of percentage of Average Base price (Rs/te)
1	Less than 100% but more than 80% of ACO	Nil
2	80% or less but more than 70% of ACO	5%
3	70% or less but more than 50% of ACO	10%
4	50% or below 50% of ACO	15%

The compensation for the short supply shall be the sum total of compensation worked-out separately for each slab for the above levels to be computed as per income tax system. The Average Base Price (ABP) per tonne shall be the weighted Average Base Price of Coal supplied during the Financial Year.

8.1 Compensation for short supply shall be computed on cumulated quarterly basis but shall be payable by the defaulting party to the other party only on the annual basis within a period of 60 days from the date of receipt of claim. In the event of non-payment of compensation by the defaulting party, the non-defaulting party shall be able to pay interest on the outstanding amount at the prevailing Cash Credit Rate of State Bank of India (SBI) to the Seller. The Seller shall be entitled to appropriate its claims of compensation in favour of the Buyer from the Security Deposit. If the Seller fails to pay within the period prescribed under the Clause.

8.2 Level of Delivery

8.2.1 Level of delivery shall be calculated on the basis of percentage by the following formula:

$$\text{Level of Delivery (LD)} = \frac{\text{LD} \times 100}{\text{ACQ}}$$

Where:

- LD = Level of Delivery of coal by the Seller during the Financial Year.
- ACQ = Actual Quantity of coal delivered by the Seller during the Financial Year.
- DDQ = Deemed Delivered Quantity of coal which could have been supplied by the Seller during the Financial Year but for the occurrence of default by the Buyer, as defined in terms of Clause 8.4.
- PM = Proportion of quantity of coal which could not be delivered by the Seller due to Occurrence of Force Majeure event affecting the Seller and /or the Buyer during the Financial Year.
Proportion of quantity of coal affected due to Force Majeure shall be calculated as under:

14:57 08/28/05 LIMITED TO: ACQ * 100 / (DDQ - PM) = LD

DDQ = Quantity of coal not allotted during the Financial Year in spite of specific applications submitted by the Seller to the Railway against which applications submitted by the Buyer for allotment of wagon but either not recorded allotment or not placed for loading on Railways.

ACQ = Contract Quantity of coal for the Financial Year.

8.2.2 Failed quantity for purposes of compensation by the Seller in terms of Clause 8.1 shall be determined on the basis of level of delivery made by the Seller and calculated as follows:-

$$\text{FQS} = 100 - \text{LD}$$

Where:

FQS = Failed quantity during the Financial Year attributed to the Seller

8.3 Level of Lifting

8.3.1 Level of lifting of coal during a Financial Year by the Buyer shall be determined in terms of the following formula:

$$\text{Level of Lifting (LL)} = \frac{\text{LL} \times 100}{\text{ACQ}}$$

Where:

LL = Quantity of coal lifted by the Buyer during the Financial Year

ACQ & DDQ shall have the same meaning as given in Clause 8.2.

3.3.2 Failed quantity for payment of coal shall be by the Buyer to the Seller for default in lifting of coal in terms of program(s) to be determined on the basis of level of pricing calculated in terms of the formula given below:

FQP = 100 - LL

Where:

FQP = Failed Quantity during the financial year attributed to the Buyer.

3.4 Deemed Delivered Quantity

The following quantities of coal, in addition to Clause 3.1.1 & 3.1.2, shall be deemed to have been delivered by the Seller to the Buyer in such quantities during financial year (Deemed Delivered Quantities):

15:02 22/02/2016 UNITEDKAC

021144397

3.4.1 For Supply of coal by rail:

- I. The Quantity of coal arising out of failure on the part of Buyer to attend coal program(s) to the Seller as per the scheduled quantities in terms of clauses 3.1 and 3.2.
- II. The Quantity of coal arising out of non-availability of program before sanction by Railways, or cancellation of program before or after allotment by Railways.
- III. The Quantities not delivered to the Seller due to suspension of supplies to the Seller for Buyer's default in payment or arranging the financial coverage in terms of Clause 1.1.
- IV. The Quantity of coal not delivered to the Seller due to other non-allotment or suspension/cancellation of allotment by Railways due to Buyer's default.

3.4.2 For Supply of coal by road:

- I. Quantity of coal for which the Buyer failed to book value-card orders as per Scheduled Quantities in terms of clause 3.1 and clause 3.2 within the stipulated day of the relevant month.
- II. Buyer's failure to place orders at the lifting point for delivery of coal in terms of Clause 3.2 within the stipulated period of the delivery order.
- III. Deemed Delivered Quantities in terms of Clause 3.4.2 shall be calculated on cumulated monthly basis during financial year.

9.0 Quality:

The Seller shall supply coal in the highest grade of F and the same shall be the grade declared as per program for which by the Seller for a particular source which shall be final and conclusive for the purpose of billing and payment by the Buyer.

[Handwritten signature]

10.0 Price of Coal :

10.1 The As Delivered Price of coal shall be the sum of the Base Price, Mining and Surface Transportation charges, Statutory Charges, and any other Charges as may be applicable from time to time as are declared by CIL and/or the Seller and/or Statutory Authorities competent to do so.

10.2 The Base Price is the Pit-head Price per tonne excluding Sizing Charges, Surface Transportation Charges, Mining and Surface Transportation charges and any other charges as declared by CIL and/or the Seller from time to time.

10.3 Sizing Charges are the charges levied towards restructuring the size of the coal within a maximum agreed size through mechanical or manual means and shall be as declared by CIL and/or the Seller from time to time.

10.4 Surface Transportation Charges are the charges for transporting coal from the Mine Head to the point of delivery of coal and shall be as declared by CIL and/or the Seller from time to time.

10.5 Mining and Surface Transportation Charges are the charges for loading the coal through open cast as declared by CIL and/or the Seller from time to time.

10.6 Statutory Charges shall comprise of all duties, taxes, levies, etc. which are payable under relevant Statute for sale and/or delivery of coal. They shall be payable from the date of their effectivity by notification by the Statutory Authorities.

10.7 In the event of revision of any component of the 'As Delivered Price', the Seller shall inform the Buyer or notify the Buyer in accordance with the practice in vogue of the revision in prices as applicable from time to time. The Buyer shall pay the revised coal price with effect from the date they are declared to be effective.

11.0 Financial Conditions - Payment & Discounts

11.1 Order Booking for movement by Road

The Buyer shall maintain a Security Deposit in terms of Clause 2.0 with the Seller. The Security Deposit shall be non-refundable and shall remain deposited with the Seller for the duration of the contract. The Security Deposit shall be available to the Seller in the event of any default by the Buyer.

11.1.2 The Buyer shall pay to the Seller an amount equivalent to 10% of the As Delivered Price of coal for the monthly scheduled quantity to be delivered during the month. The advance shall be paid by the Buyer on or before the commencement of the month. However, the Buyer shall pay the advance in three equal instalments of which the first instalment should be paid on or before the commencement of the month, second instalment by 7th day and the third instalment of the advance shall be paid by the Buyer to the Seller by or before 15th day of the month of scheduled quantity.

11.1.3 The Seller shall arrange to make sale order separately for each order with the Buyer for supply of coal during the month.

COAL SUPPLY AGREEMENT

BETWEEN

MAHANADI COALFIELDS LIMITED

&

MARK STEELS LIMITED



COAL SUPPLY AGREEMENT

This Agreement made on 22nd day of July, 2004 between **Mahanadi Coalfields Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at At/Po. Jagriti Vihar, Burla-768 020, Sambalpur, Orissa (hereinafter called the **Seller** which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part and **M/s. Mark Steels Limited**, Regd. Office at 2-A, Ganesh Chandra Avenue, Commerce House, 1st Floor, Room No.4, Kolkata (West Bengal), a Company incorporated under the Companies Act, 1956 (hereinafter called the **Buyer** which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the other part.

Whereas the Buyer owns and operate an industry at Vill.. Jagannathdih, PO. Murulla Block, Saturi, Dist. Purulia, in the State of West Bengal for manufacture of sponge iron.

Whereas the Buyer has been granted linkage by Standing Linkage Comiittee (Long Term) vide Ministry of Coal, Govt. of India letter F.No.47012/16/2002-CPD, Dt.25.02.2004 for supply of coal from Seller's sources for consumption in its own plant.

Whereas the Seller is engaged in the production and sale of coal from it several mines.

Whereas the Buyer offers to purchase coal from the Seller pursuant to linkage by SLC (LT) and agreed to enter into Coal Sale Agreement as per the directive of Ministry of Coal & Mines, Govt. of India.

The Buyer has deposited a sum of Rs.5,35,000/- (Rupees Five Lakh Thirty Five Thousand only), (equivalent to the base price of coal prevalent on the date of deposit multiplied by 10/365 days equivalent to Annual Contract Quantity (ACQ) as Security Deposit (SD) in the form of Bank Guarantee (BG) on any Nationalised Bank/Schedule Bank as will be approved by the MCL Management (Consortium Bank of CIL), the receipt whereof the Seller acknowledges. In case of SD in the form of BG, the Buyer shall maintain it till 3 months after the expiry of this Agreement.

Now it is agreed to by the parties as follows:-

That the Seller shall supply and the Buyer shall take coal for its Sponge Iron Industry Unit on mutually agreed terms & conditions herein contained.

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Authorised Signatory

22/7/04

89523/2017/CLD

1.0 Definition:-

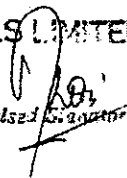
When used herein the terms as set forth in this Clause 1 shall have the following meanings:-

- 1.1 Agreement means this Coal Supply Agreement including all its schedules and annexures and subsequent amendments as may be issued in writing in accordance with the terms & conditions of this Agreement.
- 1.2 As Delivered Price shall have the meaning as ascribed in Clause 10.1.
- 1.3 Annual Contract Quantity shall have the meaning as ascribed to it in Clause 3.1.
- 1.4 BIS means the Bureau of Indian Standards.
- 1.5 Coal means the non-coking coal supplied or to be supplied to the Buyer by the Seller pursuant to this Agreement and which falls within different classes/ grades of non-coking coal and specification of each such class or grade as defined in notification/order issues by Govt. of India from time to time.
- 1.6 Delivery Point means the point at which the property and risk in coal is transferred by the Seller to the Buyer by loading coal into the rail wagons or road transport vehicles as the case be, at the colliery end.
- 1.7 Weighbridge/weightment system means any of the weightment systems used by the Seller at the colliery end for weightment of coal supplied or to be supplied to its customers including the Buyer under this Agreement.
- 1.8 Weights & Measures Standards means the standards as prescribed under the Standards and Weights & Measures Act, 1976 and amendments thereof.
- (A) Words imparting the singular only shall also include plural and vice-versa where the context so requires.
- (B) This Agreement shall supersede all correspondences or discussions or understanding in the context of supply of coal to the SIIU for which this Agreement has been executed.

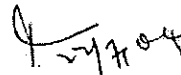
2.0 Security Deposit (SD):

- 2.1 The Buyer shall have deposited with the Seller a sum equivalent to the value of 10/365 days' coal requirement on or before signing of this Agreement as referred to in preamble of this Agreement.
- 2.2 The Buyer shall maintain the SD with the Seller till 3 months after the expiry of this Agreement for which the Buyer shall extend the BG one month in advance of the expiry of the BG for a further period, failing which the Seller shall be entitled to suspend its obligation to supply coal whereas the Buyer's obligation shall remain intact.

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3.0 Contract Quantity :

- 3.1 The Annual Contract Quantity shall be 43,875 TPA Gr.F coal. The ACQ may be decreased by the Seller for the subsequent years based on the less performance of the Buyer during the previous year, which shall be intimated by the Seller to the Buyer in writing.
- 3.2 The monthly scheduled quantity shall be $ACQ \div 12$.

4.0 Commencement and Term :

- 4.1 This Agreement shall come into force on the date of signature by both parties (called the Signature Date) and shall remain effective thereafter for a period of three years and it can be further extended for a further period of three years with exactly same terms and conditions unless otherwise agreed by both the party.
- 4.2 The Seller shall have the right to terminate this Agreement without any liability if the Buyer fails to maintain SD in terms of Clause 2.0 and in which case the SD shall stand forfeited to the Seller.

5.0 Source of Supply :


The Seller shall supply coal from any of its sources/mines.

6.0 Transportation, Loading and Delivery of Coal :

- 6.1 The arrangement of transport whether rail and/or road for movement of coal from the colliery siding shall be that of the Buyer.
- 6.2 Coal shall be delivered by the Seller by loading into wagons and/or the road transport vehicles placed by the Buyer at the colliery sidings and/or the road loading point at the colliery end in accordance with the schedule finalised by the Seller and the property and risk of coal shall pass from the Seller to the Buyer on loading of coal into the rail wagons and/or transport vehicles of the Buyer at the colliery end.
- 6.3 The Buyer shall submit rail programmes in accordance with the Railways rules and after seeking consent of the Seller in time which the Seller shall give if there is no money due from the Buyer and the financial coverage required as per Clause 11 is in order.
- 6.4 The Seller shall file specific offers with the Railways for allotment of coal rakes in favour of the Buyer against the rail programmes filed by the Buyer.
- 6.5 (i) Any failure in filing of rail programmes as per Seller's procedure or any withdrawal or cancellation of the programmes by the Buyer shall entitle the Seller to Deemed Delivery. Provided however, if the Buyer has filed the programme in accordance with the Seller's procedures and Railways Rules and the Seller has made specific offers but the Railways have not made allotments or placed the rakes, neither the Buyer nor the Seller shall be treated to have failed under this Agreement.

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- (ii) The Seller shall book the rakes on 'freight to pay' or 'freight pre-paid' basis as per instruction of the Buyer and by the route as may be declared by the Indian Railways at the time of such booking/despatch. All freight and other transportation charges in respect of despatches by rail in terms of Railway rules/procedures and/or road shall be borne, paid and settle by the Buyer with the Railways or its transporter. Under-loading charges excluding surcharge, if any, levied by the Indian Railways shall be borne by the Seller and adjusted in the coal bills. Over-loading charges or penal freight or penalty for over-loading levied by the Indian Railways shall be borne by the Buyer and settled and paid to the Indian Railways.

7.0 Weighment :

- 7.1 Rakes and/or trucks of coal loaded by the Seller for consignment to the Buyer shall be weighed at the weighbridges/weighment system owned and operated by the Seller or by the Indian Railways near the loading point or inside the railway loading yard as the case be. The weight recorded on the RRs and the consignment note prepared pursuant to such weighment shall be conclusive and final to determine the quantity of coal consigned and sold to the Buyer for billing and payment.
- 7.2 Where the Weighbridge/weighment system does not exist or is out of order the weight recorded by the Indian Railways on the RRs at the loading point of the wagon shall be the weight of coal consigned and sold to the Buyer for the purpose of billing and payment.
- 7.3 The Seller shall maintain its weighbridges as per Weights & Measures Standards 1976 or amendments thereof.

8.0 Compensation for short supply/lifting:

In the event of failure to supply Contracted Quantity of coal on the part of the Seller or to purchase Contracted Quantity of coal on the part of the Buyer in any Financial Year, the defaulting party shall be liable to pay compensation to the non-defaulting party for the failed quantity in terms of the following:-

Slabs	Delivery/lifting of coal in a Financial Year	Rate of Compensation applicable for the failed quantity in terms of percentage of Average Base price (Rs/te)
1	Less than 100% but more than 80% of ACQ	Nil
2	80% or less but more than 70% of ACQ	5%
3	70% or less but more than 50%	10%
4	50% or below 50% of ACQ	15%

The compensation for the failed quantity shall be the sum total of compensation worked-out separately for each slab for the above levels to be computed as per income tax system. The Average Base Price (ABP) per tonne shall be the weighted Average Base Price of Coal supplied during the Financial Year.

- 8.1 Compensation for short supply/lifting shall be computed on cumulated quarterly basis but shall be payable by the defaulting party to the other party only on the annual basis within a period of 90 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 on the outstanding amount at the prevailing Cash Credit Rate of State Bank of India (SBI) to the Seller. The Seller shall be entitled to appropriate its claims of compensation in terms of this Clause from the Security Deposit, in case the Buyer fails to pay within the period prescribed under the Clause.

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8.2 **Level of Delivery**

8.2.1 Level of delivery shall be calculated in the form of percentage as per the following formula :-

$$\text{Level of Delivery (LD)} = \frac{(\text{DQ} + \text{DDQ} + \text{FM} + \text{RF}) \times 100}{\text{ACQ}}$$

Where:

- LD = Level of Delivery of coal by the Seller during the Financial Year.
 DQ = Actual Quantity of coal delivered by the Seller during the Financial Year.
 DDQ = Deemed Delivered Quantity of coal which could have been supplied by the Seller during the Financial Year but for the occurrence of default by the Buyer, and calculated in terms of Clause 8.4.
 FM = Proportionate quantity of coal which could not be delivered by the Seller due to Occurrence of Force Majeure event affecting the Seller and /or the Buyer During the Financial Year.

Proportionate quantity of coal affected due to force Majeure shall be calculated As under: -

$$\text{FM} = \frac{\text{ACQ} \times \text{No of days lost under force Majeure}}{365}$$

- RF = Quantity of coal not supplied during the Financial Year in spite of specific valid offer / indent submitted by the Seller to the Railways against valid program submitted by the Buyer for allotment of wagons but either not accorded allotment or not placed for loading by Railways.

ACQ = Contract Quantity of coal for the Financial Year.

8.2.2 Failed quantity for payment of compensation by the Seller in terms of Clause 8.0 shall be determined on the basis of level of delivery made by the Seller and calculated as follows :-

$$\text{FQS} = 100 - \text{LD}$$

Where:

FQS = Failed quantity during the Financial Year attributed to the Seller

8.3 **Level of lifting**

8.3.1 Level of lifting of coal during a Financial Year by the Buyer shall be determined in terms of the following formula :

$$\text{Level of Lifting (LL)} = \frac{(\text{ACQ} - \text{DDQ}) \times 100}{\text{ACQ}}$$

Where:

LL = Quantity of coal taken by the Buyer during the Financial Year.

ACQ & DDQ shall have the same meaning as given in Clause 8.2.

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8.3.2 Failed quantity for payment of compensation by the Buyer to the Seller for default in lifting of coal in terms of Clause 8.0 shall be determined on the basis of level of lifting calculated in terms of the formula given below :-

$$FQP = 100 - LL$$

Where:

FQP = Failed Quantity during the Financial Year attributed to the Buyer.

8.4. Deemed Delivered Quantity

The following quantities of coal, in pursuant to Clause 8.4.1 & 8.4.2, shall be deemed to have been delivered by the Seller to the Buyer in such quantities in any Financial Year (Deemed Delivered Quantities (DDQ)).

8.4.1 For Supply of coal by rail :-

- I. The Quantity of coals arising out of failure on the part of Buyer to submit rail program(s) to the Seller as per the scheduled quantities in terms of clauses 3.1 and 3.2.
- II. The Quantity arising out of withdrawal of program before sanction by Railways, or cancellation of program by the Buyer before or after allotment by Railways.
- III. The Quantities not delivered by the Seller due to suspension of supplies by the Seller for Buyer's default in payment or arranging the financial coverage in terms of Clause 11.
- IV. The Quantity of coal not delivered due to either non-allotment or suspension / cancellation of allotment /despatches by Railways due to Buyer's default.

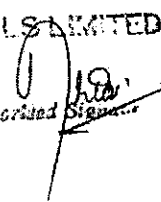
8.4.2 For Supply of coal by road: -

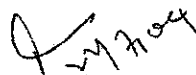
- I. Quantity of coal for which the Buyer failed to book value-paid orders as per Scheduled Quantities in terms of clause 3.1 and clause 3.2 within the fifteenth day of the relevant month.
- II. Buyer's failure to place the transport at the Lifting point for delivery of coal in terms of Clause 6.2 within the validity period of the delivery order.
- III. Deemed Delivered Quantity in terms of clause 8.4.2 shall be calculated on cumulated Monthly basis during a Financial Year.

9.0 Quality :

The Seller shall supply coal in the notional grade of F and the same shall be the grade declared as per practice in vogue by the Seller for a particular source which shall be final and conclusive for the purpose of billing and payment by the Buyer.

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10.0 Price of Coal :

- 10.1 The As Delivered Price of coal shall be the sum of the Base Price, sizing charges, Transportation charges, Rapid Loading Charges, Statutory Charges, and any other Charges as may be applicable from time to time as are declared by CIL and/or the Seller and/or Statutory Authorities who are competent to do so.
- 10.2 The Base Price is the Pit-head Price per tonne excluding Sizing Charges, Surface Transportation Charges, Rapid Loading Charges and any other charges, as declared by CIL and/or the Seller from time to time.
- 10.3 Sizing Charges are the charges per tonne towards restructuring the size of the coal within a maximum agreed size through mechanical or manual means and shall be as declared by CIL and/or the Seller from time to time.
- 10.4 Surface Transportation Charges are the charges for transporting coal from the Mine Head to the point of delivery of coal and shall be as declared by CIL and /or the Seller from time to time.
- 10.5 Rapid Loading Charges are the charges for loading the coal through Rapid Loading System either into Indian Railway system or into the Buyer's own MGR and shall be as declared by CIL and/or the Seller from time to time.
- 10.6 Statutory Charges shall comprise of royalties, cesses, duties, taxes, levies etc. if any, payable under relevant statute by the Seller for sell and/or delivery of coal. This shall be payable from the date they are made effective by notification by the Statutory Authorities.
- 10.7 In the event of revision of any component of the 'As Delivered Price', the Seller shall inform the Buyer or notify the same in accordance with the practice in vogue of the revision in prices as applicable from time to time. The Buyer shall pay the revised coal price with effect from the date they are declared to be effective.

11.0 Financial Coverage, Billing & Payment :**11.1 Order Booking for movement by Road**

The Buyer shall maintain a Security Deposit in terms of Clause 2.0 with the Seller. The Security Deposit shall be non-interest bearing and shall remain deposited with the Seller for the full term of the Agreement. The Security Deposit shall be refundable to the Buyer within 3 months of the expiry of the Agreement, if not appropriated by the Seller in terms of this Agreement.

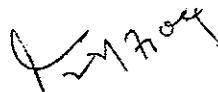
- 11.1.2 The Buyer shall pay to the Seller an advance equivalent to the 'As Delivered Price' of coal for the monthly scheduled quantity to be delivered during the month. The advance shall be paid by the Buyer prior to the commencement of the month. However, the Buyer may pay advance up to in three equal instalments of which the first instalment should be paid prior to the commencement of the month, second instalment by 7th day and the third instalment of the advance shall be paid by the Buyer to the Seller by or before 15th day of the month of scheduled quantity.

- 11.1.3 The Seller shall arrange to issue sale order separately for each colliery to the Buyer for supply of coal during the month.

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11.2 Order Booking for movement by Rail:

11.2.1 Buyer shall deposit with the Seller an advance equivalent to 'As Delivered Price' of 10 days' coal value of the month i.e. ACQ/36 subject to a minimum advance of coal value of one rake load coal as interest free deposit.

11.2.2 The Buyer shall also furnish to the Seller an IRLC covering the 100% monthly scheduled quantity i.e. ACQ/12

OR

A Bank Guarantee covering 20 days' equivalent coal value of the monthly scheduled quantity. The advance in terms of Clause 11.2.1 and the IRLC/BG in terms of Clause 11.2.2 shall be deposited by the Buyer with the Seller prior to the commencement of the month of scheduled quantity.

11.2.3 The IRLC/BG furnished by the Buyer shall be updated immediately commensurate with the increase in 'As Delivered Price of Coal' and shall be maintained by the Buyer with the Seller through-out the term of the contract.

11.2.4 The Seller shall not be obliged to supply coal in the absence of either of advance in terms of Clause 11.2.1 or IRLC/BG in terms of Clause 11.2.2.

11.3 Coal Bills :

11.3.1 The Seller shall raise coal bills on the basis of grades declared by the Seller on rake to rake basis as per the weights recorded in the Railway Receipt (RR) for supply by rail. The Buyer shall make payment of the coal bills within a period not exceeding 48 hours of the date of submission of the bill to the Buyer/Buyer's Bankers.

11.3.2 In respect of despatches by road, the bill shall be raised on the basis of despatches during 10 days block as per the weight recorded in the road challans issued by the Seller for the purpose of adjustment of advance paid by the Buyer.

11.3.3 Where the Buyer fails to make payment of the bills under this Clause and/or claim for compensation as per Clause 8 within stipulated period, the Seller shall be entitled to regulate and/or suspend the coal supplies and adjust the coal value from the advance lying with the Seller, invoke Bank Guarantee, charge interest @ SBI CCR for CIL plus 1% for the period of such delay. Deemed Delivery shall accrue to the Seller for such period of suspension. Supply shall be resumed only when all the money have been paid and the advance/financial coverage and security deposit has been restored.

12.0 Dispute Resolution & Arbitration:

Any dispute arising under the agreement shall be resolved through good faith negotiations failing which under the provisions of Arbitration & Conciliation Act, 1996 for which purpose the Arbitrator shall be nominated by Chairman, CIL.

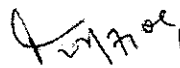
13.0 Force Majeure:

13.1 Force Majeure shall mean any event or circumstance beyond the reasonable control of either party and such event or circumstance cannot by exercise of reasonable diligence be prevented or caused to be prevented, cannot despite the adoption of reasonable precautions and reasonable alternate measures where sufficient time is available be prevented on which materially adversely affects such parties' performance of its duties or obligations under this agreement.

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MARK STEELS LIMITED


 authorized signatory



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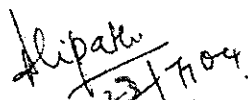
13.2 The party invoking the Force Majeure shall be entitled to non-performance or delayed performance during the period force majeure continues only from the date when it has given notice of such force majeure to the other party.

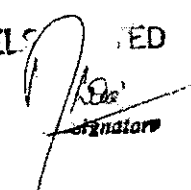

14.0 Limitation of Liabilities:


The parties to the Agreement agree that the liability of one Party to the other Party for its non-performance under this Agreement shall be limited to the provisions of compensation under Clause 8 of this Agreement.

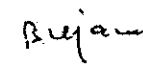
**For
Mahanadi Coalfields Limited**


**For
M/s. Mark Steels Limited**

Signature 
 Name (A.K. TRIPATHI)
 Designation DIRECTOR (D)

Signature 
 Name MARK STEELS LIMITED
 Designation 

1. Witness
 1. Signature 
 2. Name (block letters) (A.K. BANDOPADHYAY)
 3. Address & Occupation (A.M. (TC) COMML)

1. Signature 
 2. Name (block letters) B. K. JAIN
 3. Address & Occupation G. B. Chini Pura
 Calcutta.

2. Witness
 1. Signature 
 2. Name (block letters) (K.K. RATHOD)
 3. Address & Occupation DY. CSM.

1. Signature
 2. Name (block letters)
 3. Address & Occupation

INDUSTRIAL POLLUTION CONTROL BOARD

Ministry of Environment and Forests
Government of India
New Delhi

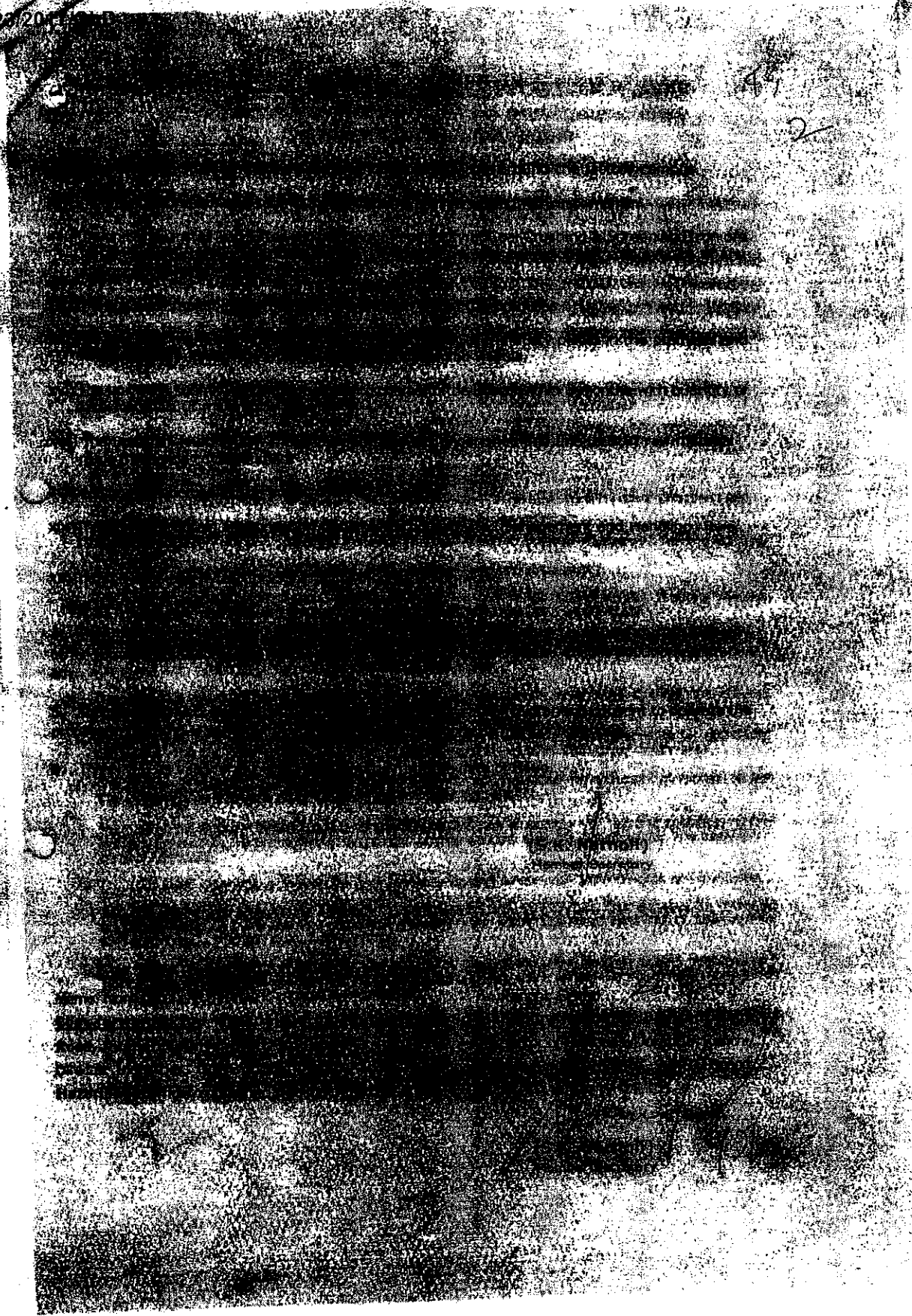
Reference: G.O. No. 2311/1989-Env. (P.C.B.) dated 25.11.89

In the matter of the application of M/s. [Name] for registration under the Industrial Pollution Control Board Act, 1974.

- (i) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (ii) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (iii) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (iv) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (v) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (vi) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
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- (xvii) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (xviii) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (xix) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.
- (xx) The applicant has submitted a detailed report on the pollution control measures to be adopted at the proposed site.

Yours faithfully,
[Signature]

89528/20



89523/2017/CLD

JAI DURGA IRON (P) LTD.
(SPONGE & FURNACE DIVISION)



Tel: 06534-222159
 Fax: 06534-224874
 Jhama Road
 Jhama, Jharkhand - 825 409
 Koderma (Jharkhand) India
 E-mail: jdi_sponge@yahoo.com

Date 30/11/09

Ref. No

To
 The Joint Industrial Advisor
 MINISTRY OF STEEL
 Udyog Bhawan
 NEW DELHI

Sub: Coal Linkage of non-cooking coal for our Sponge Iron Plant
 Ref. No. Our Application letter dated 27.11.2009

Dear Sir,

With reference to the above subject, please refer our application dated 27.11.2009. Sir, We would like to inform you that we have applied for coal linkage of non-cooking coal for (our expansion of 2nd Phase) our Kiln-3rd & Kiln-4th of our Sponge Iron Plant at Jhama, Koderma (Jharkhand), and we have already submitted the following Notarized documents along with our application dated 27.11.2009 for your kind perusal.

1. Standard Format of Application for Sponge Iron Coal Linkage duly filled up and signed.
2. Copy of Memorandum & Articles of Association of the Company.
3. Copy of I.E.M. Certificate.
4. Copy of Land Registration Deed.
5. Copy of Project Report (Preliminary Feasibility Report).
6. Copy of N.O.C. from Jharkhand State Pollution Control Board.
7. Copy of Consent Order from Jharkhand State Pollution Control Board.
8. Copy of Power Sanctioned & Load enhancement Letter from J.S.P.B.
9. Letter of Placement of Order for Iron- Ore.
10. Letter of Certificate from Popuri Engineering & Consultancy Services regarding installation and Commissioning of Kiln- III & Kiln- IV.
11. Copy of intimation letter of Start of Production of Kiln-III & Kiln-IV.
12. Copy of electric Bill

Cont... Page -2



For JAI DURGA IRON PVT. LTD.



Director

JDI**JAI DURGA IRON (P) LTD.**
(SPONGE & FURNACE DIVISION)Tel: 06534 222159
Fax: 06534 224874
Jhama Road Road
Jai Durga 825 429
Koperni, Jharkhand, India
E-mail: id_sponge@yahoo.com

Date: 21/11/2017

Ref. No.


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In this context, we would like to draw your kind attention that we did not receive any response from your end till date. Sir, we are facing shortage of coal and it is very difficult to run our plant without coal linkage in this competitive market. We therefore request your good self to please look into the matter and kindly grant us coal linkage at the earliest enabling us to run our plant.

Thanking You,

Yours faithfully,

For Jai Durga Iron (P) Ltd.


Director.

Encl: Copy of our application letter dated 27.11.09

JAI DURGA IRON (P) LTD.
(SPONGE & FURNACE DIVISION)

JDI

Tel: 06534-222159
Fax: 06534-224874
Jharkhand Road
Jhumri Telaiya - 825 409
Koderma (Jharkhand) India
E mail: jdi_sponge@yahoo.com

Ref. No

Date 27/11/2009

To
The Joint Industrial Advisor
MINISTRY OF STEEL
Udyog Bhawan
NEW DELHI

Sub: Coal Linkage of non-cocking coal for our Sponge Iron Plant.

Dear Sir,

We are submitting herewith our application for coal linkage of non-cocking coal for (our Expansion of 2nd Phase) our Kilo-3rd & Kilo-4th of our Sponge Iron Plant at Jhumritelaiya, Koderma (Jharkhand). We are enclosing the application in the prescribed format duly filled & signed. We are also enclosing the required notarized documents for your kind perusal.

Sir, we are facing shortage of coal and it is very difficult to run our plant without coal linkage in this competitive market. We therefore request your good self to kindly grant us coal linkage at the earliest enabling us to run our plant.

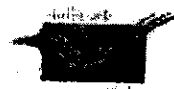
Thanking You,

Yours faithfully,

For Jai Durga Iron (P) Ltd.

Uday B. S.
Director.

Encl: As above



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STANDARD FORMAT FOR APPLICATION FOR SPONGE IRON COAL LINKAGES.

1.	Name of the application and Postal Address	JAI DURHA IRON (P) LTD.
2.	Location of the Unit	JHUMRITELAINA (KODERMA)
	i) Name of Place, District and State	JHANKUND ROAD, JHUMRITELAINA DIST- KODERMA (JHARKHAND)
	ii) Name of Railway Station which serves the unit's requirements and its distance.	KODERMA (KRR)
3.	Whether LOI obtained or IEM filed for the sponge iron project, if so, enclose copy of LOI/IEM's Acknowledgement	ENCLOSED
4.	Land	
	i) Total how much required	6 ACARS
	ii) Acquired/Allotted so far	6 ACARS ACQUIRED
	iii) Present status of balance land required.	N.A.
	iv) Present status of site Development/Civil Works.	N.A.
5.	Name & Background of Promoters indicating existing nature of business & Group turnover.	BINOD KR. BATAJ - Industrialist PRADIP KR. KEDIA - MINES OWNER MAHESH PERIWAL - Industrialist
6.	Proposed Technology/Plant & machinery to be adopted with Flowsheet indicating size capacities of the unit: (phase-wise).	POPURI TECHNOLOGY
7.	Existing and proposed production capacities (Phase-wise)	EXISTING - 30000 TPA PROPOSED (Completed) 30000 TPA } Total 60000 TPA
8.	Phase-wise target date of commissioning/production	DATE OF PRODUCTION KILN-III (SOTPD) - 11-09-2005 KILN-IV (SOTPD) - 02-07-2009
9.	Year-wise production.	AS PER PROJECT REPORT
10.	Total project cost (phase-wise, if any).	1250 LACS
11.	Means of financing indicating break-up of debt & equity & finances need up so far.	ENCLOSED PROJECT REPORT
12.	Total number of Employment.	ONE HUNDRED APPX.
13.	Status of Environmental clearances and Pollution clearance.	CLEARANCE TAKEN - - COPY ENCLOSED -
14.	Status of tie up so far	
	i) Water	GROUND WATER AVAILABLE
	ii) Power	REVENUE FROM - J.S.E.B, NOW FROM - DVC.
15.	Details of Procurement of Capital goods.	ATTACHED
16.	Details of expenditure incurred so far.	AS PER PROJECT REPORT

Contd...2..

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17.	i)	Year-wise quantity and grade (s) of non-coking coal linkage required. Special need, if any should also be mentioned.	120000 TPA
	ii)	Source (s) from which linkage(s) desired.	CCL, Ramgarh / Hazaribag Area
18.	i)	Railway Station for drawing the coal indicating rail transport linkage required, if any.	
	ii)	Port linkage, if any.	N.A.
19.		Details of earlier coal linkages with CIL, if any.	F no. 23021/75/2003 CPD COPY ENCLOSED

For JAI DURGA IRON PVT. LTD.

Signature (with date) 23/08/09 Madan KumarName: MAHESH PERIWAR

Director

Designation DIRECTOR

Jai Durga Iron (Pvt.) Ltd.
 Jharnatund Road
 P.O. Jhumi, Jaisay-825409
 Dist. Koderma (Jharkhand)
 PHONE :- 06534-227052
 FAX :- 06534-222159
 mobile :- 094311-42636
 Email - jdi_spongc@vsnl.com

Seal of the Unit.



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LIST OF DOCUMENTS ENCLOSED: (Notarized)

1. Copy of Memorandum & Articles of Association of the Company.
2. Copy of I.E.M. Certificate.
3. Copy of Land Registration Deed.
4. Copy of Project Report (Preliminary Feasibility Report).
5. Copy of N.O.C. from Jharkhand State Pollution Control Board.
6. Copy of Consent Order from Jharkhand State Pollution Control Board.
7. Copy of Power Sanctioned & Load enhancement Letter from J.S.E.B.
8. Letter of Placement of Order for Iron- Ore.
9. Letter of Certificate from Popuri Engineering & Consultancy Services regarding installation and Commissioning of Kiln- III & Kiln- IV.
10. Copy of intimation letter of Start of Production of Kiln-III & Kiln-IV.
11. Copy of electric Bill

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Department of Finance - Department of Revenue				
RETURN - FORM ER - 4				
ANNUAL FINANCIAL INFORMATION STATEMENT FOR THE FINANCIAL YEAR 2010-2011				
Registration Number :	AABCJ2852PXM001	Assessee's Name :	JAI DURGA IRON (P) LTD.	
Address of Registered Unit :	, JAI DURGA IRON (P) LTD. JHARNAKUND ROAD TELAIYA ROAD - JHUMRITELAIYA KODERMA JHARKHAND 825409			
Commissionerate :	RANCHI-II (BOKARO)	Division :	BOKARO CENTRAL EX-CISE DIVISION-II	
Range :	KODERMA-I CENTRAL EXCISE & SERVICE TAX			
All figure relating to value and amount is in Rs. Lakhs				
Return Number :	AABCJ2852PXM001_ER4_2010			
DETAILS OF EXPENDITURE				
DETAILS OF INPUTS INCLUDING PACKING MATERIAL AND COMPONENTS USED FOR MANUFACTURE				
Total Value Of Inputs including Packing Materials And Components Used For Manufacturing On Which CENVAT Credit Availled (Value As Per Purchase Invoice Or Import Document Excluding All Taxes).	208.98			
Total value of inputs including packing materials used for manufacturing on which CENVAT credit not availed.	923.65			
Value of raw material including packing material and components consumed as per Profit and loss account	1132.63			
RAW MATERIAL CONSUMED IN THE MANUFACTURE OF GOODS				
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
1	72023000	SILCO MA	MT	M S INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		22.92	10.48	
(+) Purchase Of Raw Material :		13	6.58	
(-) Closing Stock Of Raw Material :		10.96	5.56	
Raw Material Consumption :		24.96	11.5	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
2	72041000	SCRAP (D)	MT	M S INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		0	0.0	
(+) Purchase Of Raw Material :		405.09	61.68	
(-) Closing Stock Of Raw Material :		0	0.0	
Raw Material Consumption :		405.09	61.68	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
3	72011000	PIG IRON	MT	M S INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		70.79	11.85	
(+) Purchase Of Raw Material :		661.99	124.75	
(-) Closing Stock Of Raw Material :		122.14	27.09	
Raw Material Consumption :		610.64	109.51	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
4	72041000	SCRAP (N)	MT	M S INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		0	0.0	
(+) Purchase Of Raw Material :		25.6	2.88	
(-) Closing Stock Of Raw Material :		0	0.0	
Raw Material Consumption :		25.6	2.88	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
5	72045000	G R/RISE	MT	M S INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		0	0.0	
(+) Purchase Of Raw Material :		107.26	13.64	
(-) Closing Stock Of Raw Material :		0	0.0	
Raw Material Consumption :		107.26	13.64	

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Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
6	72052910	SLAG SCR	MT	M S INGOT
		Quantity		Value (Rs. In Lakhs)
		Opening Stock Of Raw material :	7.42	0.0
		(+) Purchase Of Raw Material :	104.25	0.0
		(-) Closing Stock Of Raw Material :	4.35	0.0
		Raw Material Consumption :	107.32	0.0
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
7	27011910	COAL	MT	SPONGE IRON
		Quantity		Value (Rs. In Lakhs)
		Opening Stock Of Raw material :	2317.88	41.25
		(+) Purchase Of Raw Material :	4173.93	64.32
		(-) Closing Stock Of Raw Material :	747.71	10.68
		Raw Material Consumption :	5744.1	84.89
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
8	25183000	DOLOMITE	MT	SPONGE IRON
		Quantity		Value (Rs. In Lakhs)
		Opening Stock Of Raw material :	4.79	0.04
		(+) Purchase Of Raw Material :	50.03	0.35
		(-) Closing Stock Of Raw Material :	39.77	0.2
		Raw Material Consumption :	15.05	0.19
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
9	26011190	IRON ORE	MT	SPONGE IRON
		Quantity		Value (Rs. In Lakhs)
		Opening Stock Of Raw material :	22256.14	233.16
		(+) Purchase Of Raw Material :	19172.74	1021.62
		(-) Closing Stock Of Raw Material :	21988.69	952.02
		Raw Material Consumption :	19442.19	302.66
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
10	84542020	C I MOUL	MT	M S INGOT
		Quantity		Value (Rs. In Lakhs)
		Opening Stock Of Raw material :	130.94	32.85
		(+) Purchase Of Raw Material :	25.05	9.86
		(-) Closing Stock Of Raw Material :	98.75	27.28
		Raw Material Consumption :	67.24	14.85
DETAILS OF OTHER EXPENDITURE				
Sl. No.	Expenditure			Amount (Rs. In Lakhs)
(a)	Total Inward Freight			154.53
(b)	Total Outward Freight			0.0
(c)	Advertisement / Sales Promotion			0.0
(d)	Total R And D expenditure			0.0
(e)	Commission Paid For Sales Of Manufactured goods			0.0
(f)	Wages			11.58
(g)	Power And Fuel			297.28
(h)	Other Expenses (Excluding (e) to (g))			187.27
DETAILS OF GOODS GOT MANUFACTURED BY THE ASSESSEE THROUGH JOB WORKERS				
(a)	Whether goods are got manufactured through job worker?			No
(b)	Whether any raw material/inputs are supplied to job worker?			No
(c)	Whether any raw material/inputs are used by the job worker which are not supplied by the assessee?			No
(d)	Total amount paid by the assessee to jobworker :			0.0
DETAILS OF INCOME				
	Total Sales value (Gross) as per Profit And Loss account			1887.75
DETAILS OF VALUE AND QUANTITY OF EACH MAJOR MANUFACTURED FINISHED GOODS SOLD				
Sl. No.	CETSH Number	Description	UOQ	
1	72031000	SPONGE IRON	MT	
		Quantity		Value (Rs. In Lakhs)
		Opening Stock Of Finished Goods :	225.73	23.39
		Production Of Finished Goods :	5221.32	430.07
		(-) Closing Stock Of Finished Goods :	380.31	31.66

Sl. No.	CETSH Number	Description	UOQ
2	72081090	M S INGOT	MT
Finished Goods Sold : 5066.74		421.8	
Opening Stock Of Finished Goods :		1378.84	322.09
Production Of Finished Goods :		4212.04	812.64
(-) Closing Stock Of Finished Goods :		133.06	25.6
Finished Goods Sold :		5457.82	1109.43
Sl. No.	CETSH Number	Description	UOQ
3	72045000	RUNNER & RAISER	MT
Opening Stock Of Finished Goods :		4.7	0.94
Production Of Finished Goods :		107.59	21.52
(-) Closing Stock Of Finished Goods :		5.04	1.01
Finished Goods Sold :		107.25	21.45
SALES			
Sale value of non-excisable and fully exempted goods (excluding the goods exported) cleared during the financial year :		0.0	
Value of goods exported under Bond :		0.0	
Value of goods exported under claim for rebate :		0.0	
Total value of sale of waste and scrap :		0.0	
Value of Inputs on which CENVAT credit has been availed and cleared as such			
(a) On payment of amount equal to the credit availed :		0.0	
(b) Without payment of any such amount to job worker (excluding the value of both the inputs as such or the inputs used in job worked goods, received back by the assessee from job worker) :		0.0	
Total Sales Tax paid :		54.1	
DETAILS OF OTHER INCOME			
Sl. No.	Category	Amount (Rs. in Lakhs)	
1.	Warranty charges from buyers	0.0	
2.	Advertisement / Marketing Expenditure recovered from customers	0.0	
3.	Handling, storage, packing And forwarding charges	0.0	
4.	Pre-delivery Inspection charges	0.0	
5.	Product development, Drawing, design and development charges	0.0	
6.	Transportation charges received	0.0	
7.	Erection And Commissioning charges received	0.0	
8.	Technical, Engineering, Consultancy etc. charges received	0.0	
9.	Other receipts/income (excluding (1) to (8) above)	0.0	
Total Other Income as per Profit and Loss Account.		82.68	
Details of job work undertaken by the assessee for others:			
(a) Whether any such job work activity carried out by the assessee?		No	
(b) Whether job work done using own raw material / inputs (i.e. other than those supplied by the person for whom job-work is done).		No	
(c) Whether job work goods are cleared on payment of duty or without payment of duty?		No	
(c) Total amount of job work charges received during the financial year		0.0	
CENVAT CREDIT DETAILS			
	Credit Availed (Rs. in Lakhs)	Credit Utilised (Rs. in Lakhs)	
On Inputs	20.25	20.59	
On Capital Goods	6.11	5.13	
On Taxable Input Service	0.72	7.74	
DECLARATION			
(i) I/we JAI DURGA IRON (P) LTD. declare that the particulars declared above have been compared with the records and books of my/our factory/warehouse and the same are true and correct to the best of my/our knowledge.			
(ii) I/we am/are authorized to sign this return.			

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Date : 05/12/2011	Place : Jhumtelaiya
Remarks : ANUAL FINACIAL INFORMATION STATEMENT FOR THE FINANCIAL YEAR 2010-11	

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Ministry of Finance - Department of Revenue				
RETURN - FORM ER - 4				
ANNUAL FINANCIAL INFORMATION STATEMENT FOR THE FINANCIAL YEAR 2011-2012				
Registration Number :	AABCJ2852PXM001	Assessee's Name :	JAI DURGA IRON (P) LTD.	
Address of Registered Unit :	JAI DURGA IRON (P) LTD, JHARNAKUND ROAD TELAIYA ROAD - JHUMRITELAIYA KODERMA JHARKHAND 825409			
Commissionerate :	RANCHI-II (BOKARO)	Division :	BOKARO CENTRAL EX- CISE DIVISION-II	
Range :	KODERMA-I CENTRAL EXCISE & SERVICE TAX			
All figure relating to value and amount is in Rs. Lakhs				
Return Number :	AABCJ2852PXM001_ER4_2011			
DETAILS OF EXPENDITURE				
DETAILS OF INPUTS INCLUDING PACKING MATERIAL AND COMPONENTS USED FOR MANUFACTURE				
Total Value Of Inputs Including Packing Materials And Components Used For Manufacturing On Which CENVAT Credit Availd (Value As Per Purchase Invoice Or Import Document Excluding All Taxes).	1034.42			
Total value of inputs including packing materials used for manufacturing on which CENVAT credit not availed.	2454.12			
Value of raw material including packing material and components consumed as per Profit and loss account	3488.54			
RAW MATERIAL CONSUMED IN THE MANUFACTURE OF GOODS				
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
1	72041000	SCRAP(D)	MT	MS INGOT
Quantity				Value (Rs. In Lakhs)
Opening Stock Of Raw material : 0				0.0
(+ Purchase Of Raw Material : 221.38				23.68
(-) Closing Stock Of Raw Material : 0				0.0
Raw Material Consumption : 221.38				23.68
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
2	72011000	PIG IRON	MT	MS INGOT
Quantity				Value (Rs. In Lakhs)
Opening Stock Of Raw material : 122.14				27.09
(+ Purchase Of Raw Material : 4125.36				939.42
(-) Closing Stock Of Raw Material : 237.5				63.84
Raw Material Consumption : 4010				902.67
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
3	72041000	SCRAP (N D)	MT	MS INGOT
Quantity				Value (Rs. In Lakhs)
Opening Stock Of Raw material : 0				0.0
(+ Purchase Of Raw Material : 0				0.0
(-) Closing Stock Of Raw Material : 0				0.0
Raw Material Consumption : 0				0.0
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
4	72045000	GULLY R/RAISER	MT	MS INGOT
Quantity				Value (Rs. In Lakhs)
Opening Stock Of Raw material : 0				0.0
(+ Purchase Of Raw Material : 289.44				41.54
(-) Closing Stock Of Raw Material : 0				0.0
Raw Material Consumption : 289.44				41.54
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
5	72052910	SLAG SCRAP	MT	MS INGOT
Quantity				Value (Rs. In Lakhs)
Opening Stock Of Raw material : 4.36				0.0
(+ Purchase Of Raw Material : 68.18				0.0
(-) Closing Stock Of Raw Material : 59.39				0.0
Raw Material Consumption : 13.14				0.0

Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
6	27011910	COAL	MT	SPONGE IRON
				Quantity
				Value (Rs. in Lakhs)
Opening Stock Of Raw material :				747.71
(+) Purchase Of Raw Material :				15955.21
(-) Closing Stock Of Raw Material :				1313.05
Raw Material Consumption :				15389.87
				10.68
				232.08
				19.15
				224.51
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
7	25183000	DOLOMITE	MT	SPONGE IRON
				Quantity
				Value (Rs. in Lakhs)
Opening Stock Of Raw material :				39.77
(+) Purchase Of Raw Material :				23.49
(-) Closing Stock Of Raw Material :				28.86
Raw Material Consumption :				34.4
				0.0
				0.0
				0.0
				0.0
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
8	72023000	SILCO MG	MT	MS INGOT
				Quantity
				Value (Rs. in Lakhs)
Opening Stock Of Raw material :				10.96
(+) Purchase Of Raw Material :				84
(-) Closing Stock Of Raw Material :				30.59
Raw Material Consumption :				84.37
				5.56
				42.32
				16.38
				31.5
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
9	26011190	IRON ORE	MT	SPONGE IRON
				Quantity
				Value (Rs. in Lakhs)
Opening Stock Of Raw material :				21986.7
(+) Purchase Of Raw Material :				46505.62
(-) Closing Stock Of Raw Material :				16475.14
Raw Material Consumption :				52017.18
				952.02
				2408.49
				885.76
				2374.73
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
10	84542020	CT MOULD	MT	SPONGE IRON
				Quantity
				Value (Rs. in Lakhs)
Opening Stock Of Raw material :				98.75
(+) Purchase Of Raw Material :				120.31
(-) Closing Stock Of Raw Material :				148.38
Raw Material Consumption :				70.68
				27.26
				34.64
				41.85
				19.95
DETAILS OF OTHER EXPENDITURE				
Sl. No.	Expenditure			Amount (Rs. in Lakhs)
(a)	Total Inward Freight			237.92
(b)	Total Outward Freight			0.0
(c)	Advertisement / Sales Promotion			0.0
(d)	Total R And D expenditure			0.0
(e)	Commission Paid For Sale Of Manufactured goods			0.0
(f)	Wages			21.23
(g)	Power And Fuel			672.99
(h)	Other Expenses (Excluding (a) to (g))			150.19
DETAILS OF GOODS GOT MANUFACTURED BY THE ASSESSEE THROUGH JOB WORKERS				
(a)	Whether goods are got manufactured through job worker?			No
(b)	Whether any raw material/inputs are supplied to job worker?			No
(c)	Whether any raw material/inputs are used by the job worker which are not supplied by the assessee?			No
(d)	Total amount paid by the assessee to jobworker :			0.0
DETAILS OF INCOME				
Total Sales value (Gross) as per Profit And Loss account				6069.45
DETAILS OF VALUE AND QUANTITY OF EACH MAJOR MANUFACTURED FINISHED GOODS SOLD				
Sl. No.	CETSH Number	Description	UOQ	
1	72031000	SPONGE IRON	MT	
			Quantity	Value (Rs. in Lakhs)
Opening Stock Of Finished Goods :			380.31	24.84
Production Of Finished Goods :			14056.77	241.07
(-) Closing Stock Of Finished Goods :			612.06	64.22

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Sl. No.	CETSH Number	Description	Quantity	Value (Rs. in Lakhs)	UoQ
Finished Goods Sold :		13825.02	211.69		
2	72081090	MS INGOT			MT
Opening Stock Of Finished Goods :		133.06	25.6		
Production Of Finished Goods :		11176.06	1890.82		
(-) Closing Stock Of Finished Goods :		341.32	82.96		
Finished Goods Sold :		10987.8	1833.46		
Sl. No.	CETSH Number	Description	Quantity	Value (Rs. in Lakhs)	UoQ
3	72045000	RUNNER & RAISER			MT
Opening Stock Of Finished Goods :		5.04	0.0		
Production Of Finished Goods :		286.89	39.62		
(-) Closing Stock Of Finished Goods :		2.49	0.0		
Finished Goods Sold :		289.44	39.62		
SALES					
Sale value of non-excisable and fully exempted goods (excluding the goods exported) cleared during the financial year :				0.0	
Value of goods exported under Bond :				0.0	
Value of goods exported under claim for rebate :				0.0	
Total value of sale of waste and scrap :				0.0	
Value of inputs on which CENVAT credit has been availed and cleared as such					
(a) On payment of amount equal to the credit availed :				0.0	
(b) Without payment of any such amount to job worker (excluding the value of both the inputs as such or the inputs used in job worked goods, received back by the assessee from job worker) :				0.0	
Total Sales Tax paid :				142.58	
DETAILS OF OTHER INCOME					
Sl. No.	Category	Amount (Rs. in Lakhs)			
1.	Warranty charges from buyers	0.0			
2.	Advertisement / Marketing Expenditure recovered from customers	0.0			
3.	Handling, storage, packing And forwarding charges	0.0			
4.	Pre-delivery inspection charges	0.0			
5.	Product development, Drawing, design and development charges	0.0			
6.	Transportation charges received	0.0			
7.	Erection And Commissioning charges received	0.0			
8.	Technical, Engineering, Consultancy etc. charges received	0.0			
9.	Other receipts/income (excluding (1) to (8) above)	0.0			
Total Other Income as per Profit and Loss Account.					7.8
Details of job work undertaken by the assessee for others:					
(a)	Whether any such job work activity carried out by the assessee?	No			
(b)	Whether job work done using own raw material / inputs (i.e. other than those supplied by the person for whom job-work is done).	No			
(c)	Whether job work goods are cleared on payment of duty or without payment of duty?	No			
(c)	Total amount of job work charges received during the financial year	0.0			
CENVAT CREDIT DETAILS					
		Credit Availed (Rs. in Lakhs)	Credit Utilised (Rs. in Lakhs)		
On Inputs		102.77	102.79		
On Capital Goods		3.32	4.14		
On Taxable Input Service		2.13	2.0		
DECLARATION					
(i) I/we JAI DURGA IRON (P) LTD. declare that the particulars declared above have been compared with the records and books of my/our factory/warehouse and the same are true and correct to the best of my/our knowledge.					
(ii) I/we am/are authorized to sign this return.					

Date :	29/11/2012	Place :	JHOMARI TELAIYA
Remarks :	ER-4 YEAR RETURN-2011-2012		

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Ministry of Finance - Department of Revenue					
RETURN - FORM ER - 4					
ANNUAL FINANCIAL INFORMATION STATEMENT FOR THE FINANCIAL YEAR 2012-2013					
Registration Number :	AABCJ2852PXM001	Assessee's Name :	JAI DURGA IRON (P) LTD.		
Address of Registered Unit :	JAI DURGA IRON (P) LTD. JHARNAKUND ROAD TELAIYA ROAD - JHUMRITELAIYA KODERMA JHARKHAND 825409				
Commissionerate :	RANCHI-II (BOKARO)	Division :	BOKARO CENTRAL EX-CISE DIVISION-II	Range :	KODERMA-I CENTRAL EXCISE & SERVICE TAX
All figure relating to value and amount is in Rs. Lakhs					
Return Number :	AABCJ2852PXM001_ER4_2012				
DETAILS OF EXPENDITURE					
DETAILS OF INPUTS INCLUDING PACKING MATERIAL AND COMPONENTS USED FOR MANUFACTURE					
Total Value Of inputs Including Packing Materials And Components Used For Manufacturing On Which CENVAT Credit Availed (Value As Per Purchase Invoice Or Import Document Excluding All Taxes).	1661.12				
Total value of inputs including packing materials used for manufacturing on which CENVAT credit not availed.	3680.48				
Value of raw material including packing material and components consumed as per Profit and loss account	5341.6				
RAW MATERIAL CONSUMED IN THE MANUFACTURE OF GOODS					
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product	
1	72023000	SILCO MG	MT	MS INGOT	
			Quantity	Value (Rs. in Lakhs)	
Opening Stock Of Raw material :			30.55	18.38	
(+) Purchase Of Raw Material :			80	40.94	
(-) Closing Stock Of Raw Material :			19.93	10.33	
Raw Material Consumption :			90.65	48.99	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product	
2	72041000	SCRAP(D)	MT	MS INGOT	
			Quantity	Value (Rs. in Lakhs)	
Opening Stock Of Raw material :			0	0.0	
(+) Purchase Of Raw Material :			128.08	25.62	
(-) Closing Stock Of Raw Material :			0	0.0	
Raw Material Consumption :			128.08	25.62	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product	
3	72011000	PIG IRON	MT	MS INGOT	
			Quantity	Value (Rs. in Lakhs)	
Opening Stock Of Raw material :			237.5	63.84	
(+) Purchase Of Raw Material :			5471.34	12.55	
(-) Closing Stock Of Raw Material :			133.75	30.9	
Raw Material Consumption :			5575.09	45.49	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product	
4	72041000	SCRAP (N D)	MT	MS INGOT	
			Quantity	Value (Rs. in Lakhs)	
Opening Stock Of Raw material :			0	0.0	
(+) Purchase Of Raw Material :			0	0.0	
(-) Closing Stock Of Raw Material :			0	0.0	
Raw Material Consumption :			0	0.0	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product	
5	72045000	GULLY RUNNER	MT	MS INGOT	
			Quantity	Value (Rs. in Lakhs)	
Opening Stock Of Raw material :			0	0.0	
(+) Purchase Of Raw Material :			403.52	80.7	
(-) Closing Stock Of Raw Material :			0	0.0	
Raw Material Consumption :			403.52	80.7	

Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
6	72052910	SLAG SCRAP	MT	MS INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		59.39	0.0	
(+ Purchase Of Raw Material :		69.63	0.0	
(-) Closing Stock Of Raw Material :		5	0.0	
Raw Material Consumption :		124.02	0.0	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
7	27011910	COAL	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		1313.05	19.15	
(+ Purchase Of Raw Material :		26209.61	10.66	
(-) Closing Stock Of Raw Material :		7001.74	0.0	
Raw Material Consumption :		20520.92	29.81	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
8	25183000	DOLOMITE	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		0	0.0	
(+ Purchase Of Raw Material :		0	0.0	
(-) Closing Stock Of Raw Material :		0	0.0	
Raw Material Consumption :		0	0.0	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
9	28011190	IRON ORE	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		16475.14	985.76	
(+ Purchase Of Raw Material :		88564.01	2848.69	
(-) Closing Stock Of Raw Material :		13863.13	477.21	
Raw Material Consumption :		91176.02	3357.26	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
10	84542020	C I MOULD	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		148.38	41.95	
(+ Purchase Of Raw Material :		99.18	37.88	
(-) Closing Stock Of Raw Material :		119.48	38.53	
Raw Material Consumption :		128.08	41.3	
DETAILS OF OTHER EXPENDITURE				
Expenditure				Amount (Rs. In Lakhs)
(a) Total Inward Freight				523.0
(b) Total Outward Freight				0.0
(c) Advertisement/Sales Promotion				0.0
(d) Total R. And D. expenditure				0.0
(e) Commission Paid For Sales Of Manufactured goods				0.0
(f) Wages				28.51
(g) Power And Fuel				1823.45
(h) Other Expenses (Excluding (a) to (g))				104.27
DETAILS OF GOODS GOT MANUFACTURED BY THE ASSESSEE THROUGH JOB WORKERS				
(a) Whether goods are got manufactured through job worker?				No
(b) Whether any raw material/inputs are supplied to job worker?				No
(c) Whether any raw material/inputs are used by the job worker which are not supplied by the assessee?				No
(d) Total amount paid by the assessee to jobworker :				0.0
DETAILS OF INCOME				
Total Sales value (Gross) as per Profit And Loss account				8083.64
DETAILS OF VALUE AND QUANTITY OF EACH MAJOR MANUFACTURED FINISHED GOODS SOLD				
Sl. No.	CETSH Number	Description	UOQ	
1	72031000	SPONGE IRON	MT	
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Finished Goods :		612.06	54.22	
Production Of Finished Goods :		20614.59	3710.63	
(-) Closing Stock Of Finished Goods :		606.35	107.54	

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Sl. No.	CETSH Number	Description	Quantity	Value (Rs. in Lakhs)	UoQ
Finished Goods Sold : 20620.3				3657.31	
2	72061090	MS NGOT			MT
Opening Stock Of Finished Goods :		341.32		82.96	
Production Of Finished Goods :		15809.44		4426.64	
(-) Closing Stock Of Finished Goods :		533.3		148.91	
Finished Goods Sold :		15617.48		4380.69	
Sl. No.	CETSH Number	Description	Quantity	Value (Rs. in Lakhs)	UoQ
3	72045000	RUNNER & RAISER			MT
Opening Stock Of Finished Goods :		2.49		1.0	
Production Of Finished Goods :		405.68		81.14	
(-) Closing Stock Of Finished Goods :		4.65		0.92	
Finished Goods Sold :		403.52		81.22	
SALES					
Sale value of non-excisable and fully exempted goods (excluding the goods exported) cleared during the financial year :				0.0	
Value of goods exported under Bond :				0.0	
Value of goods exported under claim for rebate :				0.0	
Total value of sale of waste and scrap :				0.0	
Value of Inputs on which CENVAT credit has been availed and cleared as such					
(a)	On payment of amount equal to the credit availed :				0.0
(b)	Without payment of any such amount to job worker (excluding the value of both the inputs as such or the inputs used in job worked goods, received back by the assessee from job worker) :				0.0
				Total Sales Tax paid :	202.37
DETAILS OF OTHER INCOME					
Sl. No.	Category	Amount (Rs. in Lakhs)			
1.	Warranty charges from buyers	0.0			
2.	Advertisement / Marketing Expenditure recovered from customers	0.0			
3.	Handling, storage, packing And forwarding charges	0.0			
4.	Pre-delivery inspection charges	0.0			
5.	Product development, Drawing, design and development charges	0.0			
6.	Transportation charges received	0.0			
7.	Erection And Commissioning charges received	0.0			
8.	Technical, Engineering, Consultancy etc. charges received	0.0			
9.	Other receipts/income (excluding (1) to (8) above)	0.0			
Total Other Income as per Profit and Loss Account.		2.0			
Details of job work undertaken by the assessee for others:					
(a)	Whether any such job work activity carried out by the assessee?				No
(b)	Whether job work done using own raw material / inputs (i.e. other than those supplied by the person for whom job-work is done).				No
(c)	Whether job work goods are cleared on payment of duty or without payment of duty?				No
(c)	Total amount of job work charges received during the financial year				0.0
CENVAT CREDIT DETAILS					
On Inputs		Credit Availed (Rs. in Lakhs)	Credit Utilised (Rs. in Lakhs)		
On Capital Goods		176.93	176.94		
On Taxable Input Service		5.51	4.76		
		23.75	21.74		
DECLARATION					
(i) I/We JAI DURGA IRON (P) LTD. declare that the particulars declared above have been compared with the factory/warehouse and the same are true and correct to the best of my/our knowledge.					
(ii) I/We am/are authorized to sign this return.					

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30/11/2013	Place : JHUMRI TELAIYA
3 YEAR RETURN-2012-2013	

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Ministry of Finance - Department of Revenue				
RETURN - FORM ER - 4				
ANNUAL FINANCIAL INFORMATION STATEMENT FOR THE FINANCIAL YEAR 2013-2014				
Registration Number :		AABCJ2852PXM001		Assessee's Name :
Address of Registered Unit :		JAI DURGA IRON (P) LTD. JHARNAKUND ROAD TELAIYA ROAD - JHUMRITELAIYA KODERMA JHARKHAND 825408		
Commissionerate :	RANCHI-II (BOKARO)	Division :	BOKARO CENTRAL EX-CISE DIVISION-II	Range :
KODERMA-I CENTRAL EXCISE & SERVICE TAX				
All figure relating to value and amount is in Rs. Lakhs				
Return Number :		AABCJ2852PXM001_ER4_2013		
DETAILS OF EXPENDITURE				
DETAILS OF INPUTS INCLUDING PACKING MATERIAL AND COMPONENTS USED FOR MANUFACTURE				
Total Value Of Inputs Including Packing Materials And Components Used For Manufacturing On Which CENVAT Credit Availed (Value As Per Purchase Invoice Or Import Document Excluding All Taxes).				1500.6
Total value of inputs including packing materials used for manufacturing on which CENVAT credit not availed.				3095.21
Value of raw material including packing material and components consumed as per Profit and loss account				4595.81
RAW MATERIAL CONSUMED IN THE MANUFACTURE OF GOODS				
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
1	72041000	SCRAP(D)	MT	MS INGOT
			Quantity	Value (Rs. In Lakhs)
Opening Stock Of Raw material :			0	0.0
(+) Purchase Of Raw Material :			39.87	7.97
(-) Closing Stock Of Raw Material :			0	0.0
Raw Material Consumption :			39.87	7.97
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
2	72023000	SILCO MG	MT	MS INGOT
			Quantity	Value (Rs. In Lakhs)
Opening Stock Of Raw material :			19.93	10.44
(+) Purchase Of Raw Material :			95	49.2
(-) Closing Stock Of Raw Material :			19.56	10.15
Raw Material Consumption :			95.37	49.49
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
3	72011000	PIG IRON	MT	MS INGOT
			Quantity	Value (Rs. In Lakhs)
Opening Stock Of Raw material :			133.75	31.43
(+) Purchase Of Raw Material :			4844.59	10.45
(-) Closing Stock Of Raw Material :			163.31	39.64
Raw Material Consumption :			4795.03	2.24
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
4	72041000	SCRAP(ND)	MT	MS INGOT
			Quantity	Value (Rs. In Lakhs)
Opening Stock Of Raw material :			0	0.0
(+) Purchase Of Raw Material :			0	0.0
(-) Closing Stock Of Raw Material :			0	0.0
Raw Material Consumption :			0	0.0
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
5	72045000	GULLY RUNNER	MT	MS INGOT
			Quantity	Value (Rs. In Lakhs)
Opening Stock Of Raw material :			0	0.0
(+) Purchase Of Raw Material :			428.48	103.06
(-) Closing Stock Of Raw Material :			0	0.0
Raw Material Consumption :			428.48	103.06

Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
6	72052910	SLAG SCRAP	MT	MS INGOT
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		5	0.0	
(+) Purchase Of Raw Material :		69.41	0.0	
(-) Closing Stock Of Raw Material :		16.85	0.0	
Raw Material Consumption :		57.56	0.0	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
7	27011910	COAL	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		7001.74	5.2	
(+) Purchase Of Raw Material :		15382.48	3.24	
(-) Closing Stock Of Raw Material :		1291.12	1.7	
Raw Material Consumption :		21093.1	6.74	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
		DOLOMITE	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		72.15	0.0	
(+) Purchase Of Raw Material :		0	0.0	
(-) Closing Stock Of Raw Material :		44.1	0.0	
Raw Material Consumption :		28.05	0.0	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
9	28014480	IRON ORE	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		13883.13	757.16	
(+) Purchase Of Raw Material :		170035.22	6596.7	
(-) Closing Stock Of Raw Material :		26175.21	939.66	
Raw Material Consumption :		155723.14	6414.2	
Sl. No.	CETSH Number	Raw Material Description	UOQ	Description of Final Product
10	84542020	CI MOULD	MT	SPONGE IRON
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Raw material :		119.48	46.0	
(+) Purchase Of Raw Material :		92.9	29.07	
(-) Closing Stock Of Raw Material :		172.52	60.98	
Raw Material Consumption :		39.86	14.09	
DETAILS OF OTHER EXPENDITURE				
Sl. No.	Expenditure			Amount (Rs. In Lakhs)
(a)	Total Inward Freight			861.97
(b)	Total Outward Freight			0.0
(c)	Advertisement / Sales Promotion			0.0
(d)	Total R And D expenditure			0.0
(e)	Commission Paid For Sales Of Manufactured goods			0.0
(f)	Wages			29.51
(g)	Power And Fuel			1373.22
(h)	Other Expenses (Excluding (a) to (g))			4.88
DETAILS OF GOODS GOT MANUFACTURED BY THE ASSESSEE THROUGH JOB WORKERS				
(a)	Whether goods are got manufactured through job worker?			No
(b)	Whether any raw material/inputs are supplied to job worker?			No
(c)	Whether any raw material/inputs are used by the job worker which are not supplied by the assessee?			No
(d)	Total amount paid by the assessee to jobworker :			0.0
DETAILS OF INCOME				
Total Sales value (Gross) as per Profit And Loss account				7585.03
DETAILS OF VALUE AND QUANTITY OF EACH MAJOR MANUFACTURED FINISHED GOODS SOLD				
Sl. No.	CETSH Number	Description	UOQ	
1	72031000	SPONGE IRON	MT	
		Quantity	Value (Rs. In Lakhs)	
Opening Stock Of Finished Goods :		606.35	107.54	
Production Of Finished Goods :		22439.14	40.39	
(-) Closing Stock Of Finished Goods :		1434.36	110.36	

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Finished Goods Sold : 21611.13		37.57	
DETAILS OF TRADED GOODS			
Sl. No.	CETSH Number	Description	UOQ
1	72045000	RUNNER RAISER	MT
		Quantity	Value (Rs. In Lakhs)
		Opening Stock Of Trading Goods :	4.65
		Purchase Of Trading Goods :	428.79
		(-) Closing Stock Of Trading Goods :	4.98
		Trading Goods Sold :	428.48
			0.92
			86.76
			0.98
			85.7
Sl. No.	CETSH Number	Description	UOQ
2	72061090	MS INGOT	MT
		Quantity	Value (Rs. In Lakhs)
		Opening Stock Of Trading Goods :	533.3
		Purchase Of Trading Goods :	16720.73
		(-) Closing Stock Of Trading Goods :	178.37
		Trading Goods Sold :	17075.66
			148.91
			1615.01
			53.76
			1610.16
SALES			
	Sale value of non-excisable and fully exempted goods (excluding the goods exported) cleared during the financial year :		0.0
	Value of goods exported under Bond :		0.0
	Value of goods exported under claim for rebate :		0.0
	Total value of sale of waste and scrap :		0.0
Value of inputs on which CENVAT credit has been availed and cleared as such			
(a)	On payment of amount equal to the credit availed :		0.0
(b)	Without payment of any such amount to job worker (excluding the value of both the inputs as such or the inputs used in job worked goods, received back by the assessee from job worker) :		0.0
	Total Sales Tax paid :		175.99
DETAILS OF OTHER INCOME			
Sl. No.	Category	Amount (Rs. In Lakhs)	
1.	Warranty charges from buyers	0.0	
2.	Advertisement / Marketing Expenditure recovered from customers	0.0	
3.	Handling, storage, packing And forwarding charges	0.0	
4.	Pre-delivery inspection charges	0.0	
5.	Product development, Drawing, design and development charges	0.0	
6.	Transportation charges received	0.0	
7.	Erection And Commissioning charges received	0.0	
8.	Technical, Engineering, Consultancy etc. charges received	0.0	
9.	Other receipts/income (excluding (1) to (8) above)	0.0	
	Total Other income as per Profit and Loss Account.	0.0	
Details of job work undertaken by the assessee for others:			
(a)	Whether any such job work activity carried out by the assessee?	No	
(b)	Whether job work done using own raw material / inputs (i.e. other than those supplied by the person for whom job-work is done).	No	
(c)	Whether job work goods are cleared on payment of duty or without payment of duty?	No	
(d)	Total amount of job work charges received during the financial year	0.0	
CENVAT CREDIT DETAILS			
	Credit Availed (Rs. In Lakhs)	Credit Utilised (Rs. In Lakhs)	
On Inputs	152.88	151.56	
On Capital Goods	7.2	7.85	
On Taxable Input Service	30.82	31.48	
DECLARATION			
(i) We JAI DURGA IRON (P) LTD. declare that the particulars declared above have been compared with the records and books of my/our factory/warehouse and the same are true and correct to the best of my/our knowledge.			
(ii) We am/are authorized to sign this return.			

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Date : 27/01/2015	Place : JHUMRI TELAIYA
Remarks : ER-4 FOR THE YEAR 2013-2014	

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Ministry of Finance - Department of Revenue						
FORM E.R.7						
Sub-rule 2(A) of Rule 12 of Central Excise Rules, 2002						
ANNUAL INSTALLED CAPACITY STATEMENT FOR THE FINANCIAL YEAR 2014-2015						
Registration Number :		AABCJ2852PXM001		Name of the Assessee : JAI DURGA IRON (P) LTD.		
Address of Registered Unit :		JAI DURGA IRON (P) LTD. JHARNAKUND ROAD TELAIYA ROAD - JHUMRITELAIYA KODERMA JHARKHAND 825409				
Commissionerate :	RANCHI-II (BOKARO)	Division :	BOKARO CENTRAL EX-CISE DIVISION-II	Range :	KODERMA-I CENTRAL EXCISE & SERVICE TAX	
Return Number :		AABCJ2852PXM001_ER7_2014				
Installed capacity as on :	31/03/2015					
1. DETAILS OF INSTALLED CAPACITY OF THE FACTORY						
Sl. No.	DESCRIPTION OF EACH CLASS OF GOODS MANUFACTURED	UNIT OF MEASURE		ANNUAL PRODUCTION CAPACITY		
1	SPONGE IRON	MT		48000		
2	M S INGOT	MT		16560		
2. DETAILS OF MAIN PLANT AND MACHINERIES INSTALLED						
Sl. No.	DESCRIPTION OF MAIN MACHINERIES/PLANT	TECHNICAL SPECIFICATION(MAKE,MODEL,ETC)		YEAR OF INSTALLATION		
1	50 TPD KILN AND COLLER	ROTARY KILN		2004		
2	50 TPD KILN AND COLLER	ROTARY KILN		2004		
3	50 TPD KILN AND COLLER	ROTARY KILN		2005		
4	50 TPD KILN AND COLLER	ROTARY KILN		2009		
5	5 MT INDUCTION FURNACE	ELECTROTHERM FURNACE		2005		
6	7 MT INDUCTION FURNACE	MEGATHERM FURNACE		2009		
3. DETAILS OF ELECTRICITY CONNECTION						
Sl.No.	NAME OF ELECTRIC SUPPLYING COMPANY	TOTAL METER IN FACTORY	ELECTRICITY		SANCTIONED ELECTRICITY LOAD	
			CONSUMER NO.	METER NO.	Unit Of Measurement (HP/KWh/Others) KVA	QUANTITY
1	DAMODAR VALLEY CORPORATION	1	340276	04		2000.0
4. DETAILS OF CAPTIVE POWER PLANT INSTALLED						
Sl. No.	CAPTIVE POWER PLANT INSTALLED			DETAILS		
	INSTALLED	CAPACITY				
1	N	0.0				
DECLARATION						
(i) I/We JAI DURGA IRON (P) LTD. hereby declare that the information given above is true, correct and complete in every respect to the best of my/our knowledge and belief.						
(ii) I/We am/are authorized to sign this declaration.						
Date : 04/04/2015				Place : Jhumri Telaiya		
Remarks : ER-7 FOR THE PERIOD OF 2014-2015						

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JHARKHAND STATE POLLUTION CONTROL BOARD

TOWNSHIP ADMINISTRATION BUILDING, HEC COMPLEX, DHURWA, RANCHI 834004
Telephone: 0651-2400850 (Fax)/ 2400851/2400852/2401847/2400979/2400139

Ref No. JSPCB/HO/RNC/CTO-1112856/2017/153

Dated : 2017-02-20

Consent to operate (CTO) under section 25 /26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981

1. Application (s) dated 2016-10-29 of Jai Durga Iron Pvt Ltd, Occupier Name :Binod Kumar Bajaj for consent under section 25 (1) (b)/25 (1) (c)/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(1) of the Air (Prevention & Control of Pollution) Act, 1981.
2. **Documents Relied Upon:**
 - (a) The content of Consent-to Establish (CTE), vide Ref No. N-454 dated 26/07/2005.
 - (b) The content of Consent-to Operate (CTO), vide Ref No. B-20 dated 05.01.2016.
 - (c) The content of Inspection Report (I/R) vide Ref No. 2086 dated 14.12.2016 of Regional Office-Cum-Laboratory, JSPC Board, Hazaribagh;
 - (d) The content of agreement with M/s Rungta Mines ltd., vide Ref. No. JSPCB/HO/RNC/CTO-576985/2016/110, dated. 22.06.2016 for Iron Ore.
 - (e) The content of EC of RM supplier, vide Ref. No. J-11015/596/2007-IA.II(M) dated 20.08.2008 issued by MoEF, Govt. of India
 - (f) The content of agreement with M/s Atibir Industries, Giridih for supply of Pig Iron, Agreement with M/s Dayal Ferro alloys, Ramgarh for supply of Silico Manganese and their CTO.
3. The consent is granted under section 25 / 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 to operate the project in Mauza -TILAIYA , P S - , District -KODERMA , as follows:

Project	Site-Area		Investment (Rs)	Product & Capacity	Period of CTO
	Plot Nos.	Area			
Before Expansion	11886/7936 Khata No.:1312	13 Acre	1100 Lacs	Sponge Iron -4X50 TDP, MS Ingots - 5 MT/Charge (700 TPM)	Date of issue to 31.12.2017

(A) **General Conditions :**

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- (1) That, the occupier shall comply with all conditions of EC, Ref No NA , Dated 03/01/2017, CTE, Ref No N-454 , and dated 26/07/2005 , previous CTO, Ref No B-20dated05/01/2016 and shall submit report to this effect with supporting documents.
- (2) That, the occupier shall maintain the **National Ambient Air Quality Standard** given below:

S N	Pollutant	Time Weighted Average	Concentration in Ambient Air	
			Industrial, Residential, Rural and Other Area	Ecologically Sensitive Area (notified by Central Govt.)
(1)	(2)	(3)	(4)	(5)
1.	Sulphur Dioxide (SO ₂), µg/m ³	Annual 24 hours	50 80	20 80
2.	Nitrogen Dioxide (NO ₂), µg/m ³	Annual 24 hours	40 80	30 80
3.	Particulate Matter (size less than 10 µm) or PM ₁₀ , µg/m ³	Annual 24 hours	60 100	60 100
4.	Particulate Matter (size less than 2.5 µm) or PM _{2.5} , µg/m ³	Annual 24 hours	40 60	40 60
5.	Ozone(O ₃), µg/m ³	8 hours 1 hour	100 180	100 180
6.	Lead (Pb) µg/m ³	Annual 24 hours	0.50 1.0	0.50 1.0
7.	Carbon Monoxide (CO) mg/m ³	8 hours 1 hour	02 04	02 04
8.	Ammonia (NH ₃) µg/m ³	Annual 24 hours	100 400	100 400
9.	Benzene (C ₆ H ₆) µg/m ³	Annual	05	05
10.	Benzo(a) Pyrene(BaP) Particulate Phase only ng/m ³	Annual	01	01
11.	Arsenic (As) ng/m ³	Annual	06	06
12.	Nikel (Ni) ng/m ³	Annual	20	20

Note : Serial no. 1 to 4 – Mandatory
Serial no. 5 to 12 As applicable for specific type of industry.

7/CLD

- (3) That, the occupier shall maintain the emission quality within the standard and the quantity, as follows:

S N	Parameter	Standard
1	Particulate Matter	150 mg/ Nm ³

- (4) That, the occupier shall keep process effluent in close-circuit and the quality of effluent from other sources in conformity with the standard (s) and the discharge quantity as below:

S N	Parameter	Standard
1	Total Suspended Solids	30 mg/L
2	BOD	20 mg/L
3	COD	250 mg/L
4	Oil & Grease	10 mg/L

- (5) That, the occupier shall dispose of solid wastes as follows:

S N	Waste Type	Mode of Disposal
1	Hazardous Carbonaceous Wastes	In co-processing in high temperature furnaces or kilns
2	Hazardous Non-Carbonaceous Wastes	In TSDF
3	Non-Carbonaceous Non-Hazardous solid wastes/ Mine Over Burden	As a substitute of Soil or Mineral

- (6) That, the occupier shall keep D G Set(s) within acoustic enclosure and shall keep the height(s) of exhaust pipe(s) as per Central Pollution Control Board norm.
- (7) That, the occupier shall install and maintain Central Ground Water Board/ State Ground Water Directorate approved system of rain water harvesting-cum-ground water recharge and submit the photographic view of the structures within a month.
- (8) That, the occupier shall grow and maintain greenery of the project in the periphery and other available spaces and shall continue enhancing its plant density and biodiversity.
- (9) That, the occupier shall submit environmental statement with supporting stoichiometric calculations analyses reports, every year latest by 30th September of the next financial year.
- (10) That, the occupier shall submit report(s) duly monitored and issued by an NABL accredited / ISO 9001:2008 and OHSAS 18001:2007 certified laboratory in compliance sub-para (2), (3), (4) and (5) of paragraph 3 of this CTO yearly at required periodicity.

D-7/CLD

- 30
- (11) That, this CTO is valid subjected to the validity of mining Lease/Mining Plan/Ecofriendly/Environmental Clearance, if applicable. In case of no renewal of Mining Lease/Mining Plan, this consent shall be treated as revoked automatically.
 - (12) That, this CTO is issued from the environmental angle only and does not absolve the occupier from other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with these conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ occupier.
 - (13) That, this CTO shall not in any way, adversely affect or jeopardize the legal proceeding, if any, instituted in the past or that could be, instituted against you by the State Board for violation of the provisions of the Act or the Rules made there under.
 - (14) That, the occupier shall comply with all applicable provisions of the Water (Prevention & Control of Pollution) Act, 1974; the Water (Prevention & Control of Pollution) Cess Act, 1977; the Air (Prevention & Control of Pollution) Act, 1981; and the Environment (Protection) Act, 1986 and Rules made there under.

(B) Specific Conditions:

- (1) That, the occupier shall obtain raw material from valid source only;
- (2) That, the occupier shall upgrade, operate and maintain air pollution control device such as ESP / bag Filter installed at kiln/ cooler discharge, product separation, transfer points, Coal crusher and raw material crushers.
- (3) That, the occupier shall do regular cleaning and wetting of the ground & maintain good housekeeping.
- (4) That, the occupier shall keep stack emission level within prescribed standard of 100 mg/Nm³.
- (5) That, the occupier shall operate system and regularly transmit the Online monitoring data with its data connectivity to Jharkhand State Pollution Control Board;
- (6) That, the occupier shall install and operate fixed type water sprinklers at all dusty places inside the plant;
- (7) That, the occupier shall submit the report regarding generation and utilization of Dolochar to the Board quarterly;
- (8) That, the occupier shall submit status of operation to the Board of grant of Consent to Operate along with functional status of all the de-dusting equipments i.e. Pollution Control Equipment;
- (9) That, the occupier shall cover coal char dumped with soil and shall submit quarterly report regarding generation and utilization of coal char.
- (10) That, this CTO is valid subject to validity of source of raw material, plan Eco friendly/environmental clearance, if applicable. In case of not obtaining/violating the applicable norms this CTO shall be treated as revoked automatically.
- (11) That, this CTO is issued on the basis of information submitted by the unit. The CTO may automatically be revoked, if any wrong information will be found after that.

FORM ER 1
 Form ER 1 of Excisable Goods Return, 2002
 (For the purpose of Excisable Goods Return, 2002)

RETURN OF EXCISABLE GOODS AND AVAILMENT
 OF CENVAT CREDIT FOR THE MONTH OF

M M Y Y
 0 5 2 0 0 5

ORIGINAL/DUPPLICATE

RANGE Hazaribagh, Koderma Sector
 DIVISION : Hazaribagh
 COMMISSIONERATE : Ranchi

1. REGISTRATION NO. A A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
 J A I D U R C A I R D N P Y E L T D

3. DETAILS OF THE MANUFACTURE, CLEARANCE AND DUTY PAYABLE:											4. DETAILS OF DUTY PAID ON EXCISABLE GOODS:				
CENVAT No.	(1)	(2) Unit of Quantity	(3) Quantity Manufactured	(4) Quantity Cleared	(5) Assessable Value (Rs.)	(6) Name of Duty	(7) Notification Availed	(8) Sl. No. in Notification	(9) Rate of Duty	(10) Duty Payable (Rs.)	(11) Provisional Assessment Number (if any)	(1) Duty Code	(2) Current Account (Rs.)	(3) Credit Account (Rs.)	(4) Total Duty Paid (Rs.)
	72091090	Mt.	906,500	757,189	555,582	CENVAT			16%	1048573		0038003		1048573	1048573
	72031000	Mt.	-	288,150	Cleared for Capital Construction for Mt. of Rs. 188,410				16%	1340349			94,528	1245821	1340349
	72061090	Mt.	188,410	585,710	8377183				16%	32296				32296	32296
	72042190	Mt.	14,365	18,350	201850										
	72031000											003800	20,970		20970
	72061090											003800	26,805		26805
	72042190											003800	-	646	646

Form E. R. 1

(See rule 12 of the Central Excise Rules, 2007 and rule 2(7) of CENVAT Credit Rules, 2004)

Stamp
Date

Return of excisable goods and availment of CENVAT credit for the month of 06 20 05

Registration number A A T O J 2852 PX MOO

Name of the assessee JAI SURGA I ROR PVT. LTD.

Details of the manufacture, clearance and duty payable :

DETSH NO (1)	Unit of quantity (2)	Quantity manufactured (3)	Quantity cleared (4)	Assessable value (Rs.) (5)	Duty (6)	Notification availed (7)	S.No. of Notification (8)	Rate of duty (9)	Duty payable (Rs.) (10)	Provisional assessment number (if any) (11)
72031000	M.T.	899.000	409.880	80,88,916	CENVAT Other Duties			10%	4,86,226	NIL
			497.470	CAPTIVE	CESS			2%	9,723	
72061090	M.T.	502.700	423.600	68,45,126	CENVAT Other Duties			15%	10,15,220	
					CESS			2%	20,305	

Details of duty paid on excisable goods :

Duty Code (1)	Account current (Rs.) (2)	Credit account (Rs.) (3)	Total duty paid (Rs.) (4)
CENVAT		15,01,446.00	15,01,446.00
Other Duties			
Educational cess	27,248.00	2,186.00	30,028.00

Details of CENVAT credit availed and utilized

Details of credit (1)	CENVAT (Rs.) (2)	AED (TTA) (Rs.) (3)	NCCD (Rs.) (4)	ADET (Rs.) (5)	Education Cess on Excisable Goods (Rs.) (6)	Service Tax (Rs.) (7)	Education Cess on Excisable services (Rs.) (8)
Opening balance	21,17,304					1,24,243	2,485
Credit availed on inputs	2,08,015				4,160		
Credit availed on capital goods	1,47,044				2,941		
Credit availed on input services	NIL						
Total credit availed	24,72,363				7,101	1,24,243	2,485
Credit utilized for payment of duty on goods	15,01,446				2,180		
Credit utilized when inputs of capital goods are removed as stock							
Credit utilized for payment of duty on services							
Closing balance	9,71,010				4,921		

Details of Other payments made :

Payments (1)	Amount paid (Rs.)		No. (3A)	Date (3B)	Source document No. and date (4)
	Account current (2A)	Credit account (2B)			
Arrears of duty under rule 8					
Other arrears of duty					
Normal payment under rule 8					
Other interest payments					
Other payments					

Self-assessment memorandum :

I hereby declare that the information given in this Return is true, correct and complete in every respect and that I am authorized to sign on behalf of the assessee.
 During the month, total Rs. 27,24,812 was deposited vide I. R. 6 Chitans (copies enclosed).
 During the month, no ITC bearing S No 73 is S No 83 were availed.
Chandra Prasad 37
By Sangeetha

Date 04/05/05

ACKNOWLEDGEMENT

Return of excisable goods and avierment of CENVAT credit for the month of 06 05 05

Date (DDMMYY) 05 07 05

Name and Signature of assessee or authorised signatory
Umesh Rao

Name and Signature of the Officer in Charge, Excise Office, East

July 2005

Return of excisable goods and payment of LENTAT credit for the month of July 2005

Registration number AAR 2017 285201001

Name of the licensee JAI DURGA IRON PVT. LTD.

Details of the manufacturer, dealer and distributor

Sl. No.	Quantity	Unit	Rate of duty (%)	Daily payable (Rs.)
1	167	NIL	16%	815.00
2	16305	NIL	2%	1630.50
3	157132	925	15%	1313.25
4	56279	79	15%	491.79
5	49379	75	15%	493.79
6	895	2%	89.50	
7	27710	719871	10.5%	27710.00
8	10135	27710	10.5%	10135.00
9	1358704	00		1358704.00
10	80806	00		80806.00
11	13173	00		13173.00
12	217922	00		217922.00
13	49379	00		49379.00
14	198548	00		198548.00
15	2314	00		2314.00

Account current (Rs.) 80806.00

Credit account (Rs.) 1358704.00

Total duty paid (Rs.) 217922.00

Details of duty paid on excisable goods

Sl. No.	Account current (Rs.)	Credit account (Rs.)	Total duty paid (Rs.)
1	80806.00	1358704.00	217922.00
2	1358704.00	80806.00	49379.00
3	13173.00	00	13173.00
4	217922.00	00	217922.00
5	49379.00	00	49379.00
6	198548.00	00	198548.00
7	2314.00	00	2314.00

Details of other payments made

Sl. No.	Account current (Rs.)	Credit account (Rs.)	Total duty paid (Rs.)
1	125484	504440	2314
2	198548	00	198548
3	13173	00	13173
4	15487	00	15487
5	1358	00	1358
6	69305	00	69305
7	1224	11524	1224
8	1651	00	1651
9	4901	00	4901
10	124240	00	124240

Details of excisable goods and payment of LENTAT credit for the month of July 2005

Registration number AAR 2017 285201001

Name of the licensee JAI DURGA IRON PVT. LTD.

Details of the manufacturer, dealer and distributor

Sl. No.	Quantity	Unit	Rate of duty (%)	Daily payable (Rs.)
1	167	NIL	16%	815.00
2	16305	NIL	2%	1630.50
3	157132	925	15%	1313.25
4	56279	79	15%	491.79
5	49379	75	15%	493.79
6	895	2%	89.50	
7	27710	719871	10.5%	27710.00
8	10135	27710	10.5%	10135.00
9	1358704	00		1358704.00
10	80806	00		80806.00
11	13173	00		13173.00
12	217922	00		217922.00
13	49379	00		49379.00
14	198548	00		198548.00
15	2314	00		2314.00

Account current (Rs.) 80806.00

Credit account (Rs.) 1358704.00

Total duty paid (Rs.) 217922.00

Details of duty paid on excisable goods

Sl. No.	Account current (Rs.)	Credit account (Rs.)	Total duty paid (Rs.)
1	80806.00	1358704.00	217922.00
2	1358704.00	80806.00	49379.00
3	13173.00	00	13173.00
4	217922.00	00	217922.00
5	49379.00	00	49379.00
6	198548.00	00	198548.00
7	2314.00	00	2314.00

Details of other payments made

Sl. No.	Account current (Rs.)	Credit account (Rs.)	Total duty paid (Rs.)
1	125484	504440	2314
2	198548	00	198548
3	13173	00	13173
4	15487	00	15487
5	1358	00	1358
6	69305	00	69305
7	1224	11524	1224
8	1651	00	1651
9	4901	00	4901
10	124240	00	124240

89523/2017/CLD

4. Details of duty paid on excisable goods:

Duty code	Credit Account (Rs.)	Account Current (Rs.)	Challan		BSR Code	Total duty paid (2+3)
			No.	Date		
(1)	(2)	(3)	(4A)	(4B)	(5)	(6)
CENVAT	627,459	974,479				16,01,938/-
Other E. Duties Cess	12,552	19,492				32,044/-

5. Details of CENVAT credit availed and utilized:

Details of Credit	CENVAT (Rs.)	AED (TTA) (Rs.)	NCCD (Rs.)	AED levied under clause 85 of Finance Bill, 2005 (Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable services (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Opening balance	35,320				925	145,053	2,489
Credit availed on inputs on invoices issued by manufacturers	447,510				8,951		
Credit availed on inputs on Invoices issued by I or II stage dealers							
Credit availed on capital goods	7,770				133		
Credit availed on input Services						162,661	3,265
Total Credit availed	490,600				10,009	307,714	5,754
Credit utilized for payment of duty on goods	452,637				9,055	174,822	3,497
Credit utilized when inputs or capital goods are removed as such							
Credit utilized for payment of duty on Services							
Closing	37,963				954	132,892	2,257

89523/2017/CLD

6. Details of other payment made:

Payments	Amount Paid (Rs.)		Challan		BSR Code	Source Document No. & date
	Account current	Credit account	No.	Date		
(1)	(2A)	(2B)	(3A)	(3B)	(4)	(5)
Arrears of duty under rule 8						
Other arrears of duty						
Interest payment under rule 8						
Other interest payments						
Misc. payments						

7. Self – assessment memorandum :

a) I hereby declare that the information given in this return is true, correct and complete in every respect and that I am authorized to sign on behalf of the assessee.

b) During the month, total Rs. 6,70,000/- was deposited via Challan (copy enclosed).

c) During the month in bearing S.No. 215 S.No. 227 (Sponge) were issued. (Sponge)
177 181 Ingot (Ingot)

Date: **04.11.2005**

Place: Thuviritelaiya

Name and signature of Assessee or Authorized Signatory

RAJ DURGA IRON (P) LTD

DIRECTOR

ACKNOWLEDGEMENT

Return of excisable goods and availment of CENVAT credit for the month of	M	M	Y	Y	Y	Y
	1	0	2	0	0	5

DD MM YYYY

Date of receipt

0	9	1	1	2	0	0	5
---	---	---	---	---	---	---	---

Name and Signature of the Range Officer with Official Seal

Form E. R.-1

Original / Duplicate

[Section 12 of the Central Excise Rules, 2002 and rule 9 (7) of CENVAT Credit Rules, 2004]

Particulars of excisable goods and availment of CENVAT credit for the month of	MM	Y	Y	Y	Y
	10	2	0	0	5

Registration Number	A	A	B	C	J	2	6	5	2	P	X	M	0	0	1
---------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Name of the assessee	J	A	I	D	U	R	G	A	I	R	O	N	P	V	T	L	T	D
----------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

3. Details of the manufacture, clearance and duty payable:

CETSI.	Description of goods	Unit of quantity	Quantity manufactured	Quantity Cleared	Assessable Value (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
7 2 0 3 1 0 0 0	S. IRON	MT.	793.500	389.525 394.690	29,21,439.00 CAPTIVE
7 2 0 6 1 0 9 0	MS INGOT	MT.	411.500	192.360	25,34,929.00
7 2 0 4 0 0 0 0	SCRAP OF MS INGOT	MT.	10.293		NIL

Duty	Notification available	Serial No. in Notification	Rate of duty	Duty payable (Rs.)	Provisional assessment number (if any)
(7)	(8)	(9)	(10)	(11)	(12)
CENVAT			16%	8,73,018.00	
Other E. Duties Cess			2%	17,462.00	

89523/2017/CLE duty paid on excisable goods:

Duty code	Credit Account (Rs.)	Account Current (Rs.)	Challan		BSR Code	Total duty paid (2+3)
			No.	Date		
(1)	(2)	(3)	(4A)	(4B)	(5)	(6)
CENVAT	132,594	740,424				8,73,018/-
Other Exc. Duties Cess	2,652	14,810				17,462/-

5. Details of CENVAT credit availed and utilized:

Details of Credit	CENVAT (Rs.)	AED (TTA) (Rs.)	NCCD (Rs.)	ADE levied under clause 85 of Finance Bill, 2005(Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable services (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Opening balance	37,963				954 653	132,892	2257
Credit availed on inputs on invoices issued by manufacturers	134,110				2,682		
Credit availed on inputs on invoices issued by I or II stage dealers							
Credit availed on capital goods	5,294				106		
Credit availed on input Services					-	11,520	235
Total Credit availed	177,367				3,742 2442		
Credit utilized for payment of duty on goods	132,594				2,652		
Credit utilized when inputs or capital goods are removed as such							
Credit utilized for payment of duty on Services							
Closing balance	44,773				1,090 790	144,512	2,492

Form E. R. - 1

Original / Duplicate

See rule 12 of the Central Excise Rules, 2002 and rule 9 (7) of CENVAT Credit Rules, 2004.

Return of excisable goods and availing of CENVAT Credit for the month of MM YY EE
1 1 2017

1. Registration number: A A B C J 2 8 9 2 P X M 0 0 1

2. Name of the assessee: J A I D R G A I R O N P V T L T D

3. Details of the manufacture, clearance and duty payable:

CENVA	Description of goods	Unit of quantity	Quantity manufactured	Quantity cleared	Assessment Value (Rs.)
7 2 0 3 1 0 0 0	S. IRON	MT.	503.108	307.110	27,27,879.00
7 2 0 6 1 0 9 0	MS INGOT	MT.	345.152	100.120	CAPTIVE
7 2 0 4 0	SCRAP OF MS INGOT	MT.	6.432	-	58,65,445.00

Duty (7)	Notification availed (8)	Serial No. in Notification (9)	Rate of duty (10)	Duty payable (Rs.) (11)	Provisional assessment number (if any) (12)
CENVAT			16%	13,81,315	
Other E. Duties Cess			2%	27,22,100	

89523/2017/CLD

4. Details of duty paid on excisable goods:

Duty code	Credit Account (Rs.)	Account Current (Rs.)	Challan		BSK Code	Total duty paid (2+3)
			No.	Date		
(1)	(2)	(3)	(4A)	(4B)	(5)	(6)
CENVAT	3,48,834/-	10,32,499.00				13,81,333.00
Other E. Duties	6,722/-	20,904.00				27,626.00

5. Details of CENVAT credit availed and utilized:

Details of Credit	CENVAT (Rs.)	AED (TTA) (Rs.)	NCCD (Rs.)	AED levied under clause 85 of Finance Bill, 2005 (Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable services (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Opening balance	44,773				1,090	144,517	2,447
Credit availed on inputs on invoices issued by manufacturers	190,400				3,607		
Credit availed on inputs on invoices issued by I or II stage dealers							
Credit availed on capital goods	7,486				151		
Credit availed on input Services					-	11,000	225
Total Credit availed	242,659				5,048	155,821	2,730
Credit utilized for payment of duty on goods	209,333				4,187	139,501	2,535
Credit utilized when inputs or capital goods are removed as such							
Credit utilized for payment of duty on Services							

Details of other payment made:

Payments (1)	Amount Paid (Rs.)		Challan		BSR Code (4)	Source Document No. & date (5)
	Account current (2A)	Credit account (2B)	No. (3A)	Date (3B)		
Arrears of duty under rule 8						
Other arrears of duty						
Interest payment under rule 8						
Other interest payments						
Misc. payments						

7. Self - assessment memorandum :

a) I hereby declare that the information given in this return is true, correct and complete in every respect and that I am authorized to sign on behalf of the assessee.

b) During the month, total Rs. 10,50,000/- was deposited via Challans (copies attached).

c) During the month in bearing S.No. 228 to 282 to S.No. 241 (Sponge) were issued. (Sponge) 193 (Ingot) (MS Ingot)

Date: 4th December, 2005.

Place: Jhumritelaiya

Name and signature of Assessee or Authorised Signatory

For JALDURGIA IRON (P) LTD
Director

ACKNOWLEDGEMENT

Return of excisable goods and availment of CENVAT credit for the month of

M	M	Y	Y	Y	Y
1	1	2	0	0	5

DD MM YYYY

		1	2	2	0	0	5
--	--	---	---	---	---	---	---

Date of receipt

FORM E. R. - 1

Original / Duplicate/Triplicate/Quarduplicate

[see rule 12 of the Central Excise Rules, 2002 and rule 9(7) of CENVAT CREDIT Rules, 2004]

Return of excisable goods and availment of CENVAT credit for the month of	MM	Y	Y	Y	Y
	1	2	2	0	0 5

1

Registration number	A A B C J 2 8 5 2 P X M 0 0 1
------------------------	-------------------------------

2

Name of the assessee	JAI DURGA IRON (P) LIMITED
-------------------------	----------------------------

3. Details of the manufacture, clearance and duty payable:

CETSH NO.	Description of goods	Unit of quantity	Quantity manufactured	Quantity Cleared	Assessable Value (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]
72031000	SPONGE IRON	MT	509.5000	153.990 393.830	1011344 CAPTIVE
72061090	MS INGOT	MT	430.780	691.875	9095933
72041090	SCRAP OF MS INGOT	MT	10.824	29.170	306285

Duty	Notification availed	Serial No. in Notification	Rate of duty	Duty payable [Rs.]	Provisional assesment number [if any]
[7]	[8]	[9]	[10]	[11]	[12]
CENVAT			16%	1666169	
Other Duties E. Cess			2%	33323	

4. Details of duty paid on excisable goods:

Duty Code	Credit Account Rs.	Account Current Rs.	Challan No. Date	BSR Code	Total duty paid (2+3)
[1]	[2]	[3]	[4]	[5]	[6]
CENVAT	Rs.338577	Rs.1327592	10/05-06 DTD 5.1.06		RS.1666169
E CESS	Rs.3237	Rs.30086			RS.33323

5. Details of CENVAT credit availed and utilized

Details of Credit	CENVAT (Rs.)	AED (T T A) (Rs.)	NCCD (Rs.)	ADE levied under clause 85 of Finance Bill 2005 (Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable service (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
Opening balance	Rs.33326				Rs.861	Rs.16320	Rs.185
Credit availed on input on invoice issued by manufacturer	Rs.2073				Rs.42		
Credit availed on input on invoice issued by I or II stage dealers							
Credit availed on capital goods	Rs.259158				Rs.4884		
Credit availed on input services						Rs.83274	Rs.1660
Total Credit availed	Rs.294557				Rs.5787	Rs.99594	Rs.1845
Credit utilized for payment of duty on goods	Rs.254503				Rs.3237	Rs.84074	
Credit utilized when inputs or capital goods are re- moved as such							
Credit utilized for payment of duty on Services							
CLOSING	Rs.40054				Rs.2550	Rs.15520	Rs.1845

Details of other payment made:

Payment	Account Current Rs.	Credit Account Rs.	Challan		BSR Code	Source Docum- ent No. & date
			No.	Date		
[1]	[2A]	[2B]	[3A]	[3B]	[4]	[5]
Arrears of duty under rule 8						
Other arrears of duty						
Interest payment under rule 8						
Other Interest payments						
Misc. payments						

7. Self - assessment memorandum:

a) I hereby declare that the information given in this return is true, correct and complete in every respect and that I am authorised to sign on behalf of the assessee.

b) During the month, total Rs.1350000/- Was deposited vide TR Challan No.10/05-06 dtd 05.01.06 (copies enclosed)

c) During the month in bearing S.No. 242 To 246 were issued for SPONGE IRON
During the month in bearing S.No.194 To 200 & 251 to 263 were issued for MS INGOT

For JAI SINGH IRON (P) LTD

Ketan Kesh
DIRECTOR

Date: 05.01.2006

Place: Jhumritelaya

Name and signature of Assessee or
Authorised Signatory

ACKNOWLEDGEMENT

Return of excisable goods and availment of CENVAT credit for the month of	M	M	Y	Y	Y	Y
	1	2	2	0	0	5

Date of receipt

DD	MM	YYYY
06	01	2006

Name and signature of the Range Officer with Official Seal

SURINDER
CENTRAL
KODERMA

FORM E. R. - 1

Original / Duplicate/Triplicate/Quarduplicate

[see rule 12 of the Central Excise Rules, 2002 and rule 9(7) of CENVAT CREDIT Rules, 2004]

Return of excisable goods and availment of CENVAT credit for the month of	MM	Y	Y	Y	'
	0	1	2	0	0

1 Registration number	A A B C J 2 8 5 2 P X M 0 0 1
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2 Name of the assessee	JAI DURGA IRON (P) LIMITED
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3. Details of the manufacture, clearance and duty payable:

CETSH NO.	Description of goods	Unit of quantity	Quantity manufactured	Quantity Cleared	Assessable Value (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]
7 2 0 3 1 0 0 0	SPONGE IRON	MT	818.600	219.650 531.980	1501092 CAPTIVE
7 2 0 6 1 0 9 0	MS INGOT	MT	533.480	352.565	4832295
7 2 0 4 1 0 9 0	SCRAP OF MS INGOT	MT	13.356	Nil	Nil

Duty	Notification availed	Serial No. in Notification	Rate of duty	Duty payable (Rs.)	Provisional assesment number (if any)
[7]	[8]	[9]	[10]	[11]	[12]
CENVAT			16%	1013341	
Other Duties E. Cess			2%	20266	

89523/2017/CLD

4. Details of duty paid on excisable goods:

Duty Code	Credit Account Rs.	Account Current Rs.	Challan No. Date	BSR Code	Total duty paid (2+3)
[1]	[2]	[3]	[4]	[5]	[6]
CENVAT	Rs.240174	Rs.773167	11/05-06 DTD 2.2.06		RS.1013341
E.CESS	Rs.4803	Rs.15463			RS.20266

5. Details of CENVAT credit availed and utilized:

Details of Credit	CENVAT (Rs.)	AED (TTA) (Rs.)	NCCD (Rs.)	ADE levied under clause 85 of Finance Bill 2005 (Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable service (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
Opening balance	Rs.40054				Rs.2550	Rs.15520	Rs.1845
Credit availed on input on invoice issued by manufacturer	Rs.211200				Rs.4224		
Credit availed on input on invoice issued by I or II stage dealers							
Credit availed on capital goods	Rs.65737				Rs.1315		
Credit availed on input services						Rs.17193	Rs.336
Total Credit availed	Rs.316991				Rs.8089	Rs.32713	Rs.2181
Credit utilized for payment of duty on goods	Rs.240174				Rs.4803	Nil	Nil
Credit utilized when inputs or capital goods are re- moved as such							
Credit utilized for payment of duty on Services							
CLOSING	Rs.76817				Rs.3286	Rs.32713	Rs.2181

6. Details of other payment made:

Payment	Account Current	Credit Account	Challan		BSR Code	Source Document No. & date
	Rs.	Rs.	No.	Date		
[1]	[2A]	[2B]	[3A]	[3B]	[4]	[5]
Arrears of duty under rule 8						
Other arrears of duty						
Interest payment under rule 8						
Other Interest payments						
Misc. payments						

7. Self - assessment memorandum:

- a) I hereby declare that the information given in this return is true, correct and complete in every respect and that I am authorised to sign on behalf of the assessee.
- b) During the month, total Rs.800000/- Was deposited vide TR Challan No.11/05-06 dtd 02.02.06 (copies enclosed)
- c) During the month Invoice bearing SI. No. 247 To 250 & 301 To 308 were issued for -SPONGE IRON During the month Invoice bearing SI.No.264 To 272 were issued for - MS INGOT

Date: 03.02.2006

Place: Jhumritelaiya

For JAI DURGA IRON (P) LTD

[Signature]
DIRECTOR

Name and signature of Assessee or Authorised Signatory

ACKNOWLEDGEMENT

Return of excisable goods and availment of CENVAT credit for the moth of	M	M	Y	Y	Y	Y
	0	1	2	0	0	6

Date of receipt

DD	MM	YYYY
07	02	2006

[Signature]
Name and signature of the Range Officer with Official Seal
KEDERMA (NHADVA)

FORM E. R. - 1

Original / Duplicate/Triplicate/Quarduplicate

[see rule 12 of the Central Excise Rules, 2002 and rule 9(7) of CENVAT CREDIT Rules, 2004]

Return of excisable goods and availment of CENVAT credit for the month of	MM	Y	Y	Y	Y
	0	2	2	0	0

1

Registration number	A A B C J 2 8 5 2 P X M 0 0 1
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2

Name of the assessee	JAI DURGA IRON (P) LIMITED
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3. Details of the manufacture, clearance and duty payable:

CETSH NO.	Description of goods	Unit of quantity	Quantity manufactured	Quantity Cleared	Assessable Value (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]
7 2 0 3 1 0 0 0	SPONGE IRON	MT	507.500	150.070 434.800	1050490 CAPTIVE
7 2 0 6 1 0 9 0	MS INGOT	MT	390.965	407.065	5572595
7 2 0 4 1 0 9 0	SCRAP OF MS INGOT	MT	9.794	20.240	222640

Duty	Notification availed	Serial No. in Notification	Rate of duty	Duty payable [Rs.]	Provisional assesment number [if any]
[7]	[8]	[9]	[10]	[11]	[12]
CENVAT			16%	1095316	
Other Duties E. Cess			2%	21904	

89523/2017/CLD

4. Details of duty paid on excisable goods:

Duty Code	Credit Account Rs.	Account Current Rs.	Challan No. Date	BSR Code	Total duty paid (2+3)
[1]	[2]	[3]	[4]	[5]	[6]
CENVAT	Rs.699361	Rs.395955	12/05-06 DTD 3.3.06		RS.1095316
E.CESS	Rs.13987	Rs.7917			RS.21904

5. Details of CENVAT credit availed and utilized:

Details of Credit	CENVAT (Rs.)	AED (T T A) (Rs.)	NCCD (Rs.)	ADE levied under clause 85 of Finance Bill 2005 (Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable service (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
Opening balance	Rs.76817				Rs.3286	Rs.32713	Rs.2181
Credit availed on input on invoice issued by manufacturer	Rs.387502				Rs.7753		
Credit availed on input on invoice issued by I or II stage dealers							
Credit availed on capital goods	Rs.294437				Rs.5889		
Credit availed on input services						Rs.11047	Rs.211
Total Credit availed	Rs.758756				Rs.16928	Rs.43760	Rs.2392
Credit utilized for payment of duty on goods	Rs.699361				Rs.13987	Nil	Nil
Credit utilized when inputs or capital goods are re- moved as such							
Credit utilized for payment of duty on Services							
CLOSING	Rs.59395				Rs.2941	Rs.43760	Rs.2392

89523/2017/CLD

6. Details of other payment made:

Payment	Account Current Rs.	Credit Account Rs.	Challan		BSR Code	Source Document No. & date
			No.	Date		
[1]	[2A]	[2B]	[3A]	[3B]	[4]	[5]
Arrears of duty under rule 8						
Other arrears of duty						
Interest payment under rule 8						
Other Interest payments						
Misc. payments						

7. Self - assessment memorandum:

a) I hereby declare that the information given in this return is true, correct and complete in every respect and that I am authorised to sign on behalf of the assessee.

b) During the month, total Rs.375000/- Was deposited vide TR Challan No.12/05-06 dtd 03.03.06
(copies enclosed)

c) During the month Invoice bearing Sl. No. 309 To 315 were issued for -SPONGE IRON
During the month Invoice bearing Sl.No.273 To 284 were issued for - MS INGOT

Date: 04.03.2006

Place:Jhumritelaiya

For JAI DURGA IRON (P) LTD.
Rajesh Kedia
DIRECTOR

Name and signature of Assessee or
Authorised Signatory

ACKNOWLEDGEMENT

Return of excisable goods and availment of CENVAT credit for the month of	M	M	Y	Y	Y	Y
	0	2	2	0	0	6

Date of receipt	D D	M M	Y Y Y Y
	04	03	2006

Name and signature of the Range Officer with Official Seal

FORM E. R. - 1

Original / Duplicate/Triplicate/Quarduplicate

[see rule 12 of the Central Excise Rules, 2002 and rule 9(7) of CENVAT CREDIT Rules, 2004]

Return of excisable goods and availment of CENVAT credit for the month of	MM	Y	Y	Y	Y
	0	3	2	0	6

1

Registration number	A A B C J 2 8 5 2 P X M 0 0 1
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2

Name of the assessee	JAI DURGA IRON (P) LIMITED
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3. Details of the manufacture, clearance and duty payable:

CETSH NO.	Description of goods	Unit of quantity	Quantity manufactured	Quantity Cleared	Assessable Value (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]
72031000	SPONGE IRON	MT	1286.650	387.010	2803224
72061090	MS INGOT	MT	852.810	714.815	784.560 CAPTIVE
72041090	SCRAP OF MS INGOT	MT	16.432		10076220 10252200

Duty	Notification availed	Serial No. in Notification	Rate of duty	Duty payable [Rs.]	Provisional assesment number [if any]
[7]	[8]	[9]	[10]	[11]	[12]
CENVAT			16%	2090003	
Other Duties E. Cess			2%	41799	

4. Details of duty paid on excisable goods:

Duty Code	Credit Account Rs.	Account Current Rs.	Challan No.	Date	BSR Code	Total duty paid (2+3)
[1]	[2]	[3]	[4]		[5]	[6]
CENVAT	Rs.280755	Rs.1809248		13/05-06 DTD 30.3.06 14/05-06 DTD 30.3.06		RS.2090003
E.CESS	Rs.5616	Rs.36183				RS.41799

5. Details of CENVAT credit availed and utilized:

Details of Credit	CENVAT (Rs.)	AED (TTA) (Rs.)	NCCD (Rs.)	ADE levied under clause 85 of Finance Bill 2005 (Rs.)	Education Cess on excisable goods (Rs.)	Service Tax (Rs.)	Education cess on taxable service (Rs.)
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
Opening balance	Rs.59395				Rs.2941	Rs.43760	Rs.2392
Credit availed on input on invoice issued by manufacturer	Rs.134009				Rs.2681		
Credit availed on input on invoice issued by I or II stage dealers							
Credit availed on capital goods	Rs.109813				Rs.2196		
Credit availed on input services						Rs.24238	Rs.461
Total Credit availed	Rs.303217				Rs.7818	Rs.67998	Rs.2853
Credit utilized for payment of duty on goods	Rs.280755				Rs.5616	Nil	Nil
Credit utilized when inputs or capital goods are re- moved as such							
Credit utilized for payment of duty on Services							
CLOSING	Rs.22462				Rs.2202	Rs.67998	Rs.2853

6. Details of other payment made:

Payment	Account Current Rs.	Credit Account Rs.	Challan		BSR Code	Source Document No. & date
			No.	Date		
[1]	[2A]	[2B]	[3A]	[3B]	[4]	[5]
Arrears of duty under rule B						
Other arrears of duty						
Interest payment under rule B						
Other Interest payments						
Misc. payments						

7. Self - assessment memorandum:

a) I hereby declare that the information given in this return is true, correct and complete in every respect and that I am authorised to sign on behalf of the assessee.

b) During the month, total Rs. ^{19,00,000/-} Wa. deposited vide TR Challan No.13/05-06 dtd 30.03.06 & 14/05-06 dtd 31.03.06 (copies enclosed)

c) During the month Invoice bearing Sl. No. 316 To 327 were issued for -SPONGE IRON
During the month Invoice bearing Sl.No.285 To 300 And 351 to 355 were issued for - MS INGOT

³¹
Date: 05.03.2006

Place: Jhumritelaiya

For JAI BURGA IRON (P) LTD
Mukesh Kumar
DIRECTOR

Name and signature of Assessee or
Authorised Signatory

ACKNOWLEDGEMENT

Return of excisable goods and availment of CENVAT credit for the month of	M	M	Y	Y	Y	Y
	0	2	2	0	0	6

Date of receipt

D D	M M	Y Y Y Y
17	04	2006

Name and signature of the Range Officer with Official Seal

