

F.NO 104/19/2015/NA  
Government of India  
Ministry of Coal  
O/o Nominated Authority

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120, F-Wing, Shastri Bhawan, New Delhi-110001

Dated :11th November 2020

To,

The Managing Director  
Tata Steel Long Products Limited (formally known as "**Tata Sponge Iron Limited**" )  
PO: Joda, Dist: Keonjhar  
Odisha- 758034

Also to

The Branch Manager  
State Bank of India  
SME Branch, Rourkela,  
Bisra Chowk, Dist- Sundergarh- 769001

**Subject :- Termination of Coal Mines Development and Production Agreement and Vesting Order in respect of Brinda & Sasai Coal Mine Allocated to Tata Steel Long Product Limited under Coal Mines (Special Provisions) Act. 2015.**

Sir,

I am to refer to the requests dated 15.07.2020 and 01.08.2020 from Tata Steel Long Product Limited for surrender of Brinda & Sasai coal mines allocated under the Coal Mines (Special Provisions) Act, 2015. In this regard, kind attention is invited to Clause 24.3.1(o) of the Coal Mines Development & Production Agreement (CMDPA) dated 24.03.2015 signed between Nominated Authority and Usha Martin Limited **read with** Deed of Adherence (DOA) dated 04.04.2019 signed between Nominated Authority, Usha Martin Limited and Tata Steel Long Products Limited (formally known as "**Tata Sponge Iron Limited**") in respect of Brinda & Sasai coal

mine which has been reproduced as under :-

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

*.....(o) Surrender of the Coal Mine by Successful Bidder".*

2. Tata Steel Long Products Limited (formally known as **Tata Sponge Iron Limited**) vide the letter dated 15.07.2020 requested for surrender of coal mine and for cancellation of the Vesting Order and termination of CMDPA.

3. Further, as per Clause 24.3.3 of the CMDPA read with Deed of Adherence, in case the Nominated Authority elects to terminate this Agreement, then the Performance Security and all other payments made by the Successful Bidder shall be forfeited and the Successful Bidder shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender / termination and also for the obligations that must be fulfilled after termination.

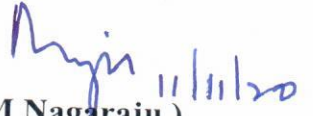
4. In view of the above, it has been decided to terminate the Coal Mine Development and Production Agreement, Vesting Order and Deed of Adherence. Accordingly, this letter may be treated as notice under Clause 24.3.2 of the CMDPA. On the completion of the notice period of 15 Business days i.e on 2nd December 2020, the CMDPA dated 24.03.2015, Vesting Order dated 22.04.2015 including all the corrigendums issued to Vesting Order thereafter and Deed of Adherence dated 04.04.2019 shall stand terminated and the Allocatee shall not be entitled to any benefit under CMDPA but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after the termination.

5. The Branch Manager, State Bank of India, SME Branch, Rourkela, Bisra Chowk, Dist- Sundergarh- 769001, is hereby, requested to treat this notice as demand under Bank Guarantee No.0967819BG0000043 dated 02.04.2019 issued by State Bank of India in favour of President of India, acting through Central Government represented by Nominated Authority, and to encash an amount of **Rs.1,33,71,52,000/- (Rupees One Hundred Thirty Three Crore Seventy One Lac and Fifty Two Thousand Rupees only)** which is the entire Guaranteed amount under the Bank Guarantee and transfer to the account of **PAO, Ministry of Coal, Bank- United Bank**



253713/2020/Nominated Authority

of India, Branch Name-Connaught Circus, New Delhi, Account No-0276050414586, IFSC Code-UTBI0CON702, MICR Code-110027022 on 2nd December 2020 for the reason of termination of Coal Mine Development and Production Agreement.

  
(M Nagaraju)

Additional Secretary to Government of India & Nominated Authority

म. नागराज / M. NAGARAJU  
अपर सचिव / ADDITIONAL SECRETARY  
भारत सरकार / GOVT. OF INDIA  
कोयला मंत्रालय / MINISTRY OF COAL  
शास्त्री भवन / SHASTRI BHAWAN  
नई दिल्ली / NEW DELHI

Copy to :-

1. The Chief Secretary, Government of Jharkhand
2. Coal Controller, Coal Controller Organization, Kolkata
3. Deputy Secretary (CBA-II), Ministry of Coal
4. US (IFD)/US(CLD), Ministry of Coal, Government of India
5. Pay & Accounts Officer, Pay & Accounts Office, Ministry of Coal- With a request to deposit the amount of Rs 1,33,71,52,000/- received from State Bank of India Limited in detailed head 8443.00.117.03.07.00 until further directions from this office to deposit the above mentioned amount in CFI.
6. Branch Manager, United Bank of India, Connaught Circus, New Delhi.