No. NA-104/2/2022-NA
Government of India
Ministry of Coal
O/o. the Nominated Authority

120-F, Shastri Bawan, New Delhi,

Date: 02.11.2022

TERMINATION LETTER

To,

Shri Bhawani Prasad Mishra, Managing Director, B S Ispat Limited, Khasra No. 97, 101, 190, Village Salori Yensa, Post Chinora, Tah. Warora, Chandrapur, Maharashtra 442 914.

Subject:

Termination of CMDPA of Majra coal mine

Sir,

Please refer to the CMDPA signed on 17.08.2022 with M/s. B.S. Ispat Limited (BSIL) for Majra coal mine and to say that Clause 3 of the CMDPA prescribes the Conditions of Vesting required for issuance of Vesting Order in favour of Successful bidder subject to satisfaction of certain conditions, *inter alia*, paying the first installment of Upfront Amount in accordance with Clause 5.2.1, having furnished the Performance Security and Fixed Amount, Additional Levy, etc. As per Clause 5.2.1 of the CMDPA, BSIL was required to pay the First Installment of Upfront Amount within 40 business days of execution of the Agreement. As per Clause 6.1.1, BSIL was required to submit Performance Security amounting to INR 49,10,12,653.41 for the performance of BSIL's obligations within such time as specified in Clause 3.2.2. Further, as per Clause 3.2 of the CMDPA, BSIL was required to provide a written notice / Completion Notice within 40 days of the Agreement Date upon satisfaction of each of the vesting conditions specified in Clause 3.1 failing which the Nominated Authority may terminate the Agreement without incurring any liability whatsoever by providing a written notice to the Successful bidder.

- 2. On the requests received from BSIL, vide email dated 25.09.2022, regarding facing of difficulty in obtaining of Performance Security amounting to INR 49,10,12,653.41 from their banker, BSIL was granted extension of time for submission of Performance Security till 25.10.2022, vide letter dated 12.10.2022. However, again on 19.10.2022, a request on e-mail was received from BSIL for extension of time for submission of Performance Security.
- 3. Unfortunately, substantial time has lapsed and BSIL has failed to comply with the Clauses 3.1, 3.2 and 6.1.1 of the CMDPA signed for Majra coal mine. As per Clause 26.3.1 (d) of the CMDPA, the Agreement may be terminated upon failure of the successful bidder to complete the vesting conditions within the time specified in Clause 3.2. Further, Clause 26.3.2 and 26.3.3 are enumerated below:
 - "26.3.2 Upon occurrence of a Termination Event, the Nominated authority may elect to terminate this Agreement by providing a 15 Business Days written notice to the Successful Bidder. The determination of the Nominated Authority regarding occurrence of a Termination Event shall be final and binding on the successful bidder.
 - 26.3.3 In case the Nominated Authority elects to terminate this Agreement except under Clause 26.3 (j), 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. In case Nominated Authority elects to terminate this Agreement under clause 26.3 (j) after accepting the Event of Force Majeure, then i) the Performance Security submitted by the Successful Bidder shall not be forfeited and ii) the balance Upfront Amount, if any, after readjustment of Monthly Payments in accordance with Clause 9.4 shall be refunded. 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, in terms of Clasue 3.2.2 of the CMDPA, I hereby terminate the CMDPA dated 17.08.2022 for Majra coal mine signed with BSIL. Termination shall take effect from 15 business days from date of this Termination letter. Accordingly, the amount of first installment of Upfront Amount and Fixed Cost deposited by BSIL shall also stands forfeited.
- 5. Further, as per Clause 5.12.3 (k) of the Tender Document provides that in the event a Bidder is declared as the Successful Bidder, and such Successful Bidder, within the specified time limits, fails to furnish Performance Security, the Nominated Authority reserves the right to reject any Bid. Clause 6.1.5 of the Tender document provides as under:-
 - "6.1.5 The Nominated Authority shall be entitled to forfeit and appropriate the Bid Security as damages, inter-alia in any of the events specified in Clause 5.12.3 of this Tender Document, without prejudice to its other rights or remedy available under this Tender Document, the Agreement or Applicable Law, without incurring any liability whatsoever. The Bidder, by submitting its Bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the Nominated Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder."
- 6. In view of the above, the bid security [BG No.00480100002759 dated 13.12.2021 amended on 17.06.2022 and 08.09.2022] amounting to INR 4,32,48,666.00 submitted by BSIL stands forfeited as damages.

Yours faithfully,

[M. Nagaraju]

Nominated Authority

Copy to:-

1. The Manager, M G House, Rabindranath Tagore Road, Besides Board Office, Civil Lines, Nagpur 440 001 alongwith BG No.00480100002759 dated 13.12.2021 amended on 17.06.2022 and 08.09.2022 in original with request to encash the same immediately and transfer the amount to the bank account, details of which are as under:-

Bank Name: PUNJAB NATIONAL BANK (PNB)

Bank Branch: CONNAUGHT CIRCUS

Account No.: 0276050414586

IFSC: PUNB0027620

MICR Code: 110024773

Bank Address: J C DAS BUILDING 90/8, CONNAUGHT CIRCUS NEW DELHI - 110001

Bank Contact No: (011)-23360661, 23347012

- 2. The Chief Secretary, Government of Maharashtra, Sixth Floor, Main Building, Mantralaya, Madam Kama Road, Fort, Mumbai 400 032.
- 3. The Coal Controller, Coal Controllers' Organisation, SCOPE Minar, Laxmi Nagar, New Delhi.
- 4. Director (P&S), MoC
- 5. US (IFD) / US (CLD), MoC
- 6. Pay & Accounts Officer, Pay & Account Office, Bhikiji Cama Place, New Delhi.
- 7. TD (NIC) for uploading on the website of Ministry of Coal.

AXIS BANK LIMITED



AXIS BANK LIMITED NAGPUR [MH] NAGPUR [MH] M. G. HOUSE, RABINDRANATH TAGORE ROAD, **BESIDES BOARD OFFICE, CIVIL LINES** NAGPUR-440001

Ref. No :AXISB/2021-22/048/2759 Date:13-12-2021

To,

NOMINATED AUTHORITY MINISTRY OF COAL ROOM NO 120 F WING 1ST FLOOR SHASTRI BHAWAN NEW DELHI

Dear Sirs,

BG No. Date of Issue

Amount of BG

Expiry Date Claim Expiry Date

Name and Address of the Applicant

: 00480100002759

: 13-12-2021

: Rs. 4,32,48,666.00 (RUPEES FOUR CRORES THIRTY TWO LAKHS FORTY EIGHT

THOUSAND SIX HUNDRED SIXTY SIX ONLY)

: 14-07-2022 : 14-07-2023

: MS. B. S. ISPAT LIMITED

: B S ISPAT LTD

: 3RD FLOOR, BHAWANI CHAMBERS

We forward herewith the above Inland Bank Guarantee in original issued by us in your favour.

1. The above Guarantee is issued subject to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in force till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter.

Please Note:

2. The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank in writing.

> **AXIS BANK LIMITED BG Confirmation Desk, Transaction Banking Operations** 5th floor, Gigaplex, Building No 1, Plot No 1.T.5, MIDC, Airoli Knowledge Park, Airoli, Navi Mumbai 400708 (TelFax: 022-71315803)

3. BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY NAME: MANISH KAMDI SS No.

Branch Head SS No. 2916

Encl: Bank Goarantee Number 00480100002759 Nagpur Main Branch

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY

SS No.

KRISHKAKUMAR DOULA NAME: 65 No. 23649

https://eforexprdidc.axisb.com/lcprint/bgcoveringResult.jsp

13-12-2021



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Stamp Head Clerk / SF. Clerk

Bank Guarantee No.00480100002759 Dated 13th December 2021

TO,
THE NOMINATED AUTHORITY
MINISTRY OF COAL
ROOM NO. 120, F-WING,
1ST FLOOR, SHASTRI BHAWAN
NEW DELHI - 110001

FOR AXIS BANK-LTD

Authorised Signatory

MANISH KAMDI Branch Head SS No. 2916 Axis Bank Nagpur Main Branch



For AXIS BANK LTD

Authorised Signatory
KRISHNAKUMAR DODLA
SS No. 23840

. नुराक किसी मीरवरी अनु, क्रमांव, दिसंत.

श. नुराक किसी मीरवरी अनु, क्रमांव, दिसंत.

श. नुराक किस केस विशेष किस मीरवर्ग मही व पावास पाजकुमा-किस नुराक किस मिन्स किस नुराक विशेष किस मीरवर्ग मान किस नुराक विशेष किस मीरवर्ग मान किस नुराक किस निराक मान किस नुराक किस निराक मान किस नुराक किस निराक मान किस नुराक किस निराक मिन्स किस नुराक किस निराक मान किस नुराक किस निराक मान किस निराक मिन्स किस नुराक किस निराक मान किस निराक मान किस निराक मिन्स किस नुराक किस निराक मिन्स किस निराक मिन्स किस नुराक किस निराक मिन्स किस नुराक किस निराक मिन्स मिन्स किस निराक मिन्स मिन्स किस निराक मिन्स म

Bank Guarantee No.00480100002759 Dated 13th December 2021

BG AMOUNT: Rs.4,32,48,666/- (Rupees Four Crores Thirty Two Lakhs Forty Eight Thousand Six Hundred

Sixty Six only)

BG EXPIRY DATE: 14.07.2022

BG CLAIM EXPIRY DATE: 14.07.2023

1. In consideration of you, being the Nominated Authority under the Coal Mines (Special Provisions) Act, 2015 (hereinafter referred to as the "Nominated Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having gareed to receive, pursuant to the provisions of the relevant tender document, the Bid of B S ISPAT LIMITED (a company registered under the Companies Act, [1956/2013]) and having its registered office at Khasara No. 97, 101, 190, Village Salori Yensa, Post Chinora, Tah. Warora, Dist. Chandrapur, Maharashtra - 442914 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Majra Coal Mine ("Coal Mine") pursuant to the Tender Document dated 12th October, 2021 issued in respect of the Coal Mine (hereinafter collectively referred to as "Tender Document"), we Axis Bank Limited, A Company Incorporated Under The Companies Act, 1956 And Carrying On The Business Of Banking Under The Banking Regulation Act, 1949 And Having Its Registered Office At Axis Bank Limited, Trishul, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge Ahmedabad -380006, Gujarat And Branch Office At Axis Bank Limited, M. G. HOUSE, RABINDRANATH TAGORE ROAD, BESIDES BOARD OFFICE, CIVIL LINES NAGPUR 440001 at the request of the Bidder, do hereby in terms of the Tender Document, irrevocably, unconditionally and without reservations guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document by the Bidder and unconditionally and irrevocably undertake to pay forthwith to the Nominated Authority an amount of Rs.4,32,48,666/- (Rupees Four Crores Thirty Two Lakhs Forty Eight Thousand Six Hundred Sixty Six only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Document.

- 2. Any such written demand made by the Nominated Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document shall be final, conclusive and binding on the Bank.
- 3. We, **Axis Bank Limited**, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Nominated Authority is disputed by the Bidder or not, merely on the first demand from the Nominated Authority stating that the amount claimed is due to the Nominated Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Document. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.4,32,48,666/- (Rupees Four Crores Thirty Two Lakhs Forty Eight Thousand Six Hundred Sixty Six only)**.
- 4. This Guarantee shall be irrevocable and remain in full force till 14th July, 2022 (Expiry Date) and claims can be lodged till 14th July 2023 (Claim Date) or for such extended period as may be mutually agreed between the Nominated Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, **Axis Bank Limited**, further agree that the Nominated Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Document, and the decision of the Nominated Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Nominated Authority and the Bidder or any dispute pending before any Churt, Tribunal, Arbitrator or any other authority.

Authorised Signatory

NK LTD

MANISH KAMDI Branch Head SS No. 2916 Axis Bank Nagpur Main Branch Page 2 of 3

Authorised Signatory

For AXIS BA

KRISHNAKUMAR DODLA SS No. 23840

Bank Guarantee No.00480100002759 Dated 13th December 2021

- 6. The Guarantee shall not be affected by any change in the constitution, winding up, liquidation, or dissolution of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, the Nominated Authority shall be entitled to treat the Bank as the principal debtor. The Nominated Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Vesting Order by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Document or the securities available to the Nominated Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Nominated Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbegrance, act or omission on the part of the Nominated Authority or any indulgence by the Nominated Authority to the said Bidder or by any change in the constitution of the Nominated Authority or its absorption, merger or amalgamation with any other person or governmental department or instrumentality,, but for this provision, have the effect of releasing the Bank from its such liability.
- 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein
- 9. We **Axis Bank Limited** undertake to make the payment on receipt of your notice of claim on us addressed to **Axis Bank Limited**, Civil Lines, Nagpur and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10. It shall not be necessary for the Nominated Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Nominated Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11. We, **Axis Bank Limited**, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Nominated Authority in writing.
- 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by Axis Bank Limited.

Date: 13.12.2021 Place: Nagpur

For AXIS BAI

Authorised Signatory

MANISH KAMDI Branch Head SS No. 2916 Axis Bank Nagpur Main Branch For AXIS BANK LTD

Authorised Signatory

KRISHNAKUMAR DODLA 88 No. 23649

Page 3 of 3



❖ Webstie: www.bsilindia.com
❖ Email: info@bsilindia.com
❖ Fax: 02239167386

Date: 16/09/2022

To, The Under Secretary of Government of India, Ministry of Coal, R.No.120 'F', Shastri Bhavan, New Delhi.

Sub.: For Extension if validity of the bid security-reg.

Kind Attn.: Shri Manish Uniyal.

Respected Sir,

As per subjected to above, we are here to inform you that we had extended the Bank Guarantee the details are as follows:-

1) Date of Amendment: 07/09/2022

2) Bank Guarantee No.00480100002759

3) Bank Guarantee amount: Rs.4,32,48,666.00

4) Expiry Date: 14/12/2022

5) Claim Date: 14/12/2023

Thanking you.

Yours faithfully, For B S Ispat Limited

Rhawani Prod MS

(B. P. Mishra) **Authorized Signatory**



AXIS BANK LIMITED



AXIS BANK LIMITED NAGPUR [MH] NAGPUR [MH] M. G. HOUSE, RABINDRANATH TAGORE ROAD, BESIDES BOARD OFFICE, CIVIL LINES NAGPUR-440001

Ref.No: AXISB/048/08092022/2759/A2

Date: 08-09-2022

NOMINATED AUTHORITY MINISTRY OF COAL ROOM NO 120 F WING 1ST FLOOR SHASTRI BHAWAN NEW DELHI

Dear Sir,

BG No.

: 00480100002759

Date of Issue.

: 13-12-2021

Name and Address of the

Applicant

: MS. B. S. ISPAT LIMITED

KHASARA NO-97 101 190

VILLAGE SALORI YENSA POST CHINORA

Date of Amendment

: 07-09-2022

Amended Amount of BG

:Rs. 4,32,48,666.00 (RUPEES FOUR CRORES THIRTY TWO LAKHS FORTY EIGHT THOUSAND

SIX HUNDRED SIXTY SIX ONLY)

Amended Expiry Date

: 14-12-2022

Amended Claim Expiry Date: 14-12-2023

We forward herewith the amendment to the above Inland Bank Guarantee in original issued by us in your favour.

All other terms, conditions and clauses of original Bank Guarantee shall stand unaltered and remain in force till the date of expiry.

Please Note:

The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank.

> **AXIS BANK LIMITED BG** Confirmation Desk, Transaction Banking Operations 5th floor, Gigaplex, Building No 1, Plot No I.T.5, MIDC, Airoli Knowledge Park, Airoli, Navi Mumbai 400708 (TelFax: 022-71315803)

BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY KRISHBAKUMAR DOD! ^ SS No. 23640

FOR AXIS BANK LIMITED

AUTHORISED SCHATORY

VINAYAK S GORE AVP

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9/8/2022



महाराष्ट्र MAHARASHTRA

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NACPUR TREASURA 15AA 011675 E SEP 2022

Stamp Head Clerk/Sr. Clar

Amendment No. 2 dated 07-Sep-2022
Bank Guarantee No: 00480100002759 dated 13-DEC-2021

To,
NOMINATED AUTHORITY
MINISTRY OF COAL ROOM NO 120
F WING 1ST FLOOR
SHASTRI BHAWAN NEW DELHI
110001

Extension to our Bank Guarantee No: 00480100002759 dated 13-DEC-2021 issued in your favour on behalf of B. S. ISPAT LIMITED

For AXIS BANK LTD

Authorised Signatory

Krishnakumar dobla Se Ma. 23640



For AXIS BANK LTD

Authorised ignatory

VINAYAK S GORE AVP CCSU NAGPUR SS NO. 5082 २) बरता न प्रवास विकास काम ? त्यानाही

३) वस्त न वर्षी करमा काम वर्षा ? त्यानाही

४) निककतीय थादावाय वर्षा । विकास काम वर्षा वर्षा । विकास काम वर्षा वर्षा । वर्षा । वर्षा प्रतिकार घलाय । वर्षा । वर्षा वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा वर्षा । वर्षा वर्षा वर्षा वर्षा वर्षा । वर्षा वर्ष

ज्या कारणासाठी ज्यांनी मुझंक खरेदी केला त्यांनी त्याच कारणासाठी मुझंक खरेदी केल्यापासून ६ महिन्यान अपरणे वंधनकारक आहे.

Amendment No. 2 dated 07-Sep-2022 Bank Guarantee No: 00480100002759 dated 13-DEC-2021

With reference to our Bank Guarantee No.00480100002759 dated 13-DEC-2021 issued in your favour by us on behalf of B. S. ISPAT LIMITED has been amended as below:

Particulars	Existing	To be read as
Expiry Date	14-SEP-2022	14-DEC-2022
Claim Expiry Date	14-SEP-2023	14-DEC-2023

All other terms and conditions of our original Bank Guarantee no.**00480100002759 dated 13-DEC-2021** remains unchanged.

This amendment forms integral part of our aforesaid Bank Guarantee and should be presented along with the original Bank Guarantee.

Notwithstanding anything contained herein above,

- a) Our Liability under this bank guarantee shall not exceed Rs.4,32,48,666.00 (Rupees Four Crore Thirty Two Lakh Forty Eight Thousand Six Hundred Sixty Six Only).
- b) This Bank Guarantee shall be valid up to 14-DEC-2022 (Expiry Date).
- c) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **14-DEC-2023** (Claim Expiry Date).
- d) Thereafter all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

Date: 07-Sep-2022 Place: NAGPUR

For AXIS BANK LTD

Authorised Signatory

KRISHNANUMAR DODLA SB No. 23649 SANAT LEGAL

For AXIS BANK LTD

Authorised Signatory

VINAYAK S GORE AVP CCSU NAGPUR SS NO. 5082



CIN: U27100MH1999PLC122856

❖ Webstie: www.bsilindia.com
❖ Email: info@bsilindia.com
❖ Fax: 02239167386

Ref. No.: BSIL/MCM/2022-23/010

Date: 20/06/2022

To, The Under Secretary of Government of India, Ministry of Coal, R.No.120 'F', Shastri Bhavan, New Delhi.

Ref.: Your Letter No.NA-102/4/2021-NA-Part (2).

Sub.: For Extension if validity of the bid security-reg.

Kind Attn.: Shri Manish Uniyal.

Respected Sir,

As per subjected to above, we are here to inform you that we had extended the Bank Guarantee the details are as follows:-

1) Date of Amendment: 17/06/2022

2) Bank Guarantee No.00480100002759

3) Bank Guarantee amount: Rs.4,32,48,666.00

4) Expiry Date: 14/09/2022

5) Claim Date: 14/09/2023

Thanking you.

Yours faithfully, For B S Ispat Limited

(B. P. Mishra) **Authorized Signatory**



1210166





NAGPUR-440001

Ref.No: AXISB/048/2022-23/A1/2759

Date: 17-06-2022

To, NOMINATED AUTHORITY MINISTRY OF COAL ROOM NO 120 F WING 1ST FLOOR SHASTRI BHAWAN NEW DELHI

Dear Sir,

BG No. Date of Issue. : 00480100002759

Name and Address of the

: 13-12-2021

: MS. B. S. ISPAT LIMITED

Applicant

KHASARA NO-97 101 190

VILLAGE SALORI YENSA POST CHINORA

Date of Amendment

: 17-06-2022

Amended Amount of BG

:Rs. 4,32,48,666.00 (RUPEES FOUR CRORES THIRTY TWO LAKHS FORTY EIGHT THOUSAND

SIX HUNDRED SIXTY SIX ONLY)

Amended Expiry Date

: 14-09-2022

Amended Claim Expiry Date: 14-09-2023

We forward herewith the amendment to the above Inland Bank Guarantee in original issued by us in your favour.

All other terms, conditions and clauses of original Bank Guarantee shall stand unaltered and remain in force till the date of expiry.

Please Note:

The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank.

AXIS BANK LIMITED

BG Confirmation Desk, Transaction Banking Operations 5th floor, Gigaplex, Building No 1, Plot No I.T.5,

MIDC, Airoli Knowledge Park, Airoli,

Navi Mumbai 400708 (TelFax: 022-71315803)

BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

FOR AXIS BANK LIMITED

KIRAN NANOTE MANAGER



FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY VINAYAK S GORE

CCSU NAGPUR

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महाराष्ट्रं MAHARASHTRA

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Amendment No. 1 dated 17-Jun-2022

Bank Guarantee No: 00480100002759 dated 13-Dec-2021

TO,
MOMINATED AUTHORITY
MINISTRY OF COAL ROOM NO 120
F WING 1ST FLOOR
SHASTRI BHAWAN NEW DELHI

Extension to our Bank Guarantee No: 00480100002759 dated 13-Dec-2021 issued in your favour on

For AXIS BANK LTD

behalf of B. S. ISPAT LIMITED

For AXIS BANK LTD

Authorised Signatory

KIRAN NANOTE MANAGER SS NO: 19428



Authorised Signatory
VINAYAK S GORE
AVP
CCSU NAGPUR
SS NO. 5082

३) गाँदणी होणार असल्यास दुव्यर्ग निश्चक कर्यालयाचे नाव क्यम िवंधक क्र. ४) मिळकतीचे धर्णन ५) मोबद्धा रक्कम ६) मुज्रांक विकत घेणाऱ्याचे नाव किंदिको ला. ७) दुस्तन्या प्रशासिक नाव ८) हस्ते असल्यास त्याचे नाव व पत्ता १) मुज्रांक विक्री नोंद वही अनुक्रमांक १। 128 /दिनांक ८००० विक्री नोंद वही अनुक्रमांक १००० विक्री नोंद वही अनुक्रमांक १। 128 /दिनांक ८००० विक्री नेंदिक	अस्तर / असुच्छेद क्रमांक स्थित
3) नादणा हाजार असल्यास दुखर्ग निवंधक कर्यालयाचे नाव क्यांन विद्यं के कर. ४) मिळकतीचे धर्णन ६) मुजांक विकत घेणाऱ्याचे नाव किक्ना किंग्रिक विक्रित चेणाऱ्याचे नाव किंग्रिक किंग्रिक विक्रित चेणाऱ्याचे नाव किंग्रिक विक्रित चेणाऱ्याची सही १) मुजांक विक्री नोंद वही अनुक्रमांक विक्रेता ला. क. २० १००	र) यस नांदणी करणार आहेत क्यार
(4) मोबद्धा रक्कम (5) मुन्नाक विकत घेणाऱ्याचे नाव किक्नी कि कि विक्री नोंद वही अनुक्रमांक 2/128 /दिनांक 8/2/12 (8) मुन्नांक विक्री नोंद वही अनुक्रमांक 2/128 /दिनांक 8/2/12 (8) मुन्नांक विक्री चेंपाऱ्याची सड़ी	३) गोदणा होणार असल्यास द्वार्थ विशेष्ट कर्म ।
(4) मीबद्भा रक्कम (5) मुन्नांक जिल्त घेणाऱ्याचे नाव किक्नी किल्का जिल्ला है। पुनांक शुल्क रक्कम (5) मुन्नांक शुल्क रक्कम (8) मुन्नांक शुल्क रक्कम (9) मुन्नांक विक्री नोंद वही अनुक्रमांक विक्रेता ला. इ. 24 १००० विक्री किल्ला है। पुनांक विक्रेता ला. इ. 24 १००० विक्री ला. इ. 24 १०० विक्री ला. इ. 24 १००० विक्री ला. इ. 24 १०० वि	
६) मुद्रांक विकत घेणाऱ्याचे नाब किक्री कि कि विक्री नोंद वही अनुक्रमांक 21128 /दिनांक 8/2/12	५) मोबद्भा रक्कम
(५) दुसन्या प्राचानिक नाव ८) हस्ते असल्यान त्यांचे नाव व पत्ता १) मुद्रांक शुल्क रक्कम / १००० १०) मुद्रांक विक्री नोंद वही अनुक्रमांक १ / 28 / दिनांक ८ १००० ११) मुद्रांक विक्रत घेणान्याची सडी	६) मुप्राक विकत घेणाऱ्याचे नाव किल्का क
८) हस्ते असल्यास त्याचे नाव व पत्ता १) मुद्रांक शुल्क एक्कम / १०) मुद्रांक विक्री नोंद वही अनुक्रमांक 2/1/28 /दिनांक 8/2/12 ११) सुद्रांक विक्रत घेणाऱ्याची सही प्राप्त विक्रत घेणाऱ्याची सही	(७) दुसन्ता क्रावाक्ष वाव
१) मुद्राक शुल्क एक्कम / १०) मुद्रांक दिक्री नोंद वही अनुक्रमांक १ / 28 / दिनांक ८ / १९) मुद्रांक विक्रत धैणाऱ्याची सडी	८) हस्ते असल्यास त्याचे नाव व प्रना
१०) मुद्रांक विक्री नोंद वही अनुक्रमांक 2/128/दिनांक 8/2/22 ११) मुद्रांक विक्रत घेणाऱ्याची सड़ी	र) मुताक शुल्क रक्कम (10
भूतांक विक्रेता ला. क. २४ १०	१०) मुद्रांक विक्री नोंद वही अनुक्रमांक 🕬 🙃
्राक्त वक्रेता ला.क. २५ १७	११) पुद्रांक विकत घेणाऱ्याची सडी
खुनाल किर्वारी जिल्हाधिकारी प्रवेशक न	मुद्रांक विक्रेता ला. क. २० १९ भुतील जिंरजा जिल्हाधिकारी परीसर त. कर्यालय नागपुर

· 10/1/2012 * Translation

Amendment No. 1 dated 17-Jun-2022 Bank Guarantee No: 00480100002759 dated 13-Dec-2021

With reference to our Guarantee No. 00480100002759 dated 13-Dec-2021for RS.43248666/-(Rupees Four Crores Thirty Two Lakhs Forty Eight Thousand Six Hundred Sixty Six Only) issued in your favour by us on behalf of B. S. ISPAT LIMITED has been amended as below:

Existing	To be read as
14-Jul-2022	14-Sep-2022
14-Jul-2023	14-Sep-2023
	Existing 14-Jul-2022 14-Jul-2023

All other terms and conditions of our original guarantee no. **00480100002759 dated 13-Dec-2021** remains unchanged.

This amendment forms integral part of our aforesaid guarantee and should be presented along with the original guarantee.

Date: 17-Jun-2022 Place: NAGPUR [MH]

FOR AXIS BANK LTD

Authorised Signatory

KIRAN NANOTE MANAGER SS NO: 19428 For AXIS BANK LTD

Authorised Signatory

VINAYAK S GORE AVP CCSU NAGPUR SS NO. 5082