

**Through Registered Post Acknowledgement Due  
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File No.NA-104/34/2022-NA  
Government of India/भारत सरकार  
Ministry of Coal/कोयला मंत्रालय  
O/o Nominated Authority / नामनिर्दिष्ट प्राधिकारी का कार्यालय

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120-एफ, शास्त्रीभवन, नईदिल्ली-110001  
दिनांक : March 13, 2023

**TERMINATION NOTICE**

To,

**Shri Sanjay Vinod Mishra,**  
**Director,**  
**Auro Coal Private Ltd.,**  
21<sup>st</sup> Floor, Wing A, Galaxy Towers, Plot No:1,  
Sy.No.83/1, Hyderabad Knowledge City,  
Raidurg (Panmaktha), Hyderabad,  
Telangana-500081.  
Email: [Sanjay.m@auinf.com](mailto:Sanjay.m@auinf.com),  
[coal.block@auinf.com](mailto:coal.block@auinf.com) ,  
[satyanarayan.m@auinf.com](mailto:satyanarayan.m@auinf.com)

**Subject : Termination of CBDPA of Koyagudem Block-III coal mine.**

Sir,

Please refer to the Coal Block Development and Production Agreement (hereinafter, 'CBDPA') executed between the Nominated Authority, Ministry of Coal and Authorized Signatory of Auro Coal Private Limited (hereinafter, 'ACPL') on 17.10.2022 in reference for Koyagudem Block-III coal mine located in Telangana.

2. Clause 3.1 of the CMDPA prescribes the Conditions for Vesting required for issuance of Vesting Order in favour of Successful Bidder/ACPL. Upon satisfaction of each of the vesting condition the Successful Bidder is required to provide a written Completion Noticeto the Nominated Authority in terms of Clause 3.2 of CBDPA within 40 days of Agreement Date. The said 40 days lapsed on 27.11.2022.

3. In terms of Clause 3.1 r/w Clause 3.2, ACPL was under contractual obligation to complete the following:-

<b>S. No.</b>	<b>Vesting Condition</b>	<b>Reference Clause(s)</b>	<b>Amount (INR)</b>	<b>Timeline of Completion from Agreement Date</b>
i	Payment of first instalment of the Upfront Amount	Clause 3.3.2(h)(iii) of the Tender Document and Clause 3.1(b) and Clause 5.2.1 of CBDPA	12,96,91,250	40 business days <sup>1</sup>
ii	Furnishing of Performance Security	Clause 6.1.1 of the CBDPA	1,48,28,15,136.94	40 days
iii	Payment of Fixed Amount	Clause 3.1(d) of CBDPA	29,96,45,319.97	40 days

4. ACPL failed to perform the vesting conditions as mentioned in para 3(i-iii) above within the stipulated timeline. However, a request dated 14.11.2022 seeking extension of 60 business days for completion of vesting conditions. The said request was rejected by the Nominated Authority and letter dated 10.03.2023 was issued to you in this regard.

5. Reference is invited to Clause 3.2.2 of the CBDPA wherein it has been stated that upon failure of the Successful Bidder/ACPL to provide a Completion Notice with respect to each of the Vesting Conditions listed therein and as listed in para 3(i-iii) above within the stipulated time, the Nominated Authority may terminate the CBDPA by providing a written notice to the Successful Bidder.

6. Moreover, in terms of Clause 26.3.1(d) of the CBDPA, failure of the Successful Bidder/ACPL to complete the Vesting Conditions within the time specified is a 'Termination Event' for termination of CBDPA.

7. As per Clause 26.3.2 of CBDPA, upon occurrence of a Termination Event, the Nominated Authority may elect to terminate the CBDPA by providing a 15 Business Days written notice to the Successful Bidder/ACPL. The determination of the Nominated Authority regarding occurrence of a Termination Event shall be final and binding.

8. Furthermore, in terms of clause 26.3.3 of CBDPA, 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. 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

<sup>1</sup> 'Business Day', as defined in Clause 1.1.12 of CBDPA, shall mean a day which is not a Sunday or any other day declared as a public holiday by the Central Government.

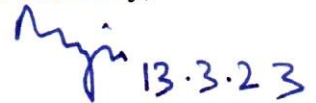
date of the surrender / termination and also for the obligations that must be fulfilled after termination.

9. The Nominated Authority has determined that the failure of completion of Vesting Conditions mentioned in para 3(i-iii) above is a Termination Event. Accordingly, Nominated Authority has elected to terminate the CBDPA. Therefore, in terms of Clause 26.3.2 and in compliance of order dated 09.01.2023 issued by Hon'ble High Court of Delhi in WP No. 175/2023 the Nominated Authority hereby provides this written notice to Successful Bidder/ACPL to terminate the CBDPA referred to in para 1 above, which shall become effective on completion of 15 Business Days to be reckoned from the date of issuance of this notice.

10. Further, Clause 5.12.3 of the Tender Document provides for the events whereupon the Nominated Authority reserves the right to reject any bid on any criteria specified in the Tender Document. Clause 5.12.3(k) i.e., failure of the Successful Bidder to furnish Performance Security within the specified time limits, is one such event for rejection of Bid. Moreover, as per Clause 6.1.5 of the Tender Document 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.

11. The Nominated Authority hereby exercises its right to reject the bid of ACPL in reference to Koyagudem Block-III coal mine located in Telangana due to failure of ACPL in furnishing the Performance Security within 40 days of execution of CBDPA. However, in compliance of order dated 09.01.2023 issued by Hon'ble High Court of Delhi in WP No. 175/2023 the bid security [BG No.021GT02221730008 amounting to INR 10,37,53,000.00] submitted by ACPL shall stand forfeited as damages upon completion of 15 business days of issuance of this notice.

Yours faithfully,



[M. Nagaraju]

**Nominated Authority**

Copy to:-

1. The Manager, HDFC Bank Ltd., HDFC Bank House, H.No.6-3-246 and 6-3-244/A, Ground Floor, road No.1, banjara Hills, Hyderabad, Talangana-500034 along with BG No.021GT02221730008 dated 22-06-2022 with Amendment Date 13-02-2023 amounting to INR 10,37,53,000.00 in original with request to encash the same upon completion of 15 business days of issuance of this notice 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 Telangana, CF59+WGG, Tankbund,  
Basheer Bagh NearNTR Gardens, Opposite Lumbini Park, Telangana  
500022
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, Ministry of Coal, Bhikiji  
Cama Place, New Delhi with request to deposit the amount received in detailed  
head 8443.00.117.03.07.00 until further directions from this office to deposit the  
above mentioned amount in CFI
7. TD (NIC) – for uploading on the website of Ministry of Coal.

Phone No:  
Sold To/issued To:  
HDFC BANK LTD  
For Whom/ID Proof:  
HDFC BANK LTD

भारत INDIA  
INDIA NON JUDICIAL  
HDFC BANK LTD.  
E.No. 9-3-200-60-12-148  
Bokara, Pocharam,  
Road No. Banjara Hills,  
HYDERABAD-500034  
TELANGANA  
भारतीय गैर न्यायिक



JAN-21-2023 10:49:16

₹ 0000100/-  
ZERO ZERO ZERO ZERO ONE ZERO ZERO

38154321674298156909-00498760 Agreement  
3815432 09/2007

**BANK GUARANTEE**  
No. 021GTO2221730008  
DATE OF ISSUE 22 Jun-2022

This Non-Judicial Stamp Paper of Rs. 100/-  
forms part and parcel of this Extension Letter  
dated 13-Feb-2023 of this Bank Guarantee  
No. 021GTO2221730008  
dated 22-Jun-2022 issued in favour of  
The Nominated Authority Ministry of Coal  
on behalf of M/s. Auro Coal Pvt Ltd

For HDFC BANK LTD.

Shailesh H  
Authorised Signatory

SHAILESH HUMNABADKAR  
Asst. Vice President  
Emp. Code: S1554  
Sign. Code: B12355

For HDFC BANK LTD.

Authorised Signatory

venu madhav .ch  
Asst. Vice President  
Emp. Code: V0222 - Sign. Code: B2134

Phone No:  
Sold To/Issued To:  
HDFC BANK LTD  
For Whom/ID Proof:  
HDFC BANK LTD



भारत INDIA  
INDIA NON JUDICIAL  
HDFC BANK LTD  
U No 6320045-02444  
Rokana, Palladium,  
Road No1, Banjara Hills  
HYDERABAD-500034  
TELANGANA  
సత్యమేవ జయతే  
भारतीय गैर न्यायिक



JAN-21-2023 10:49:17

₹ 0000100/-

ZERO ZERO ZERO ZERO ONE ZERO ZERO

Agreement  
38154321674298157129-00498761  
3815432 09/2007

**BANK GUARANTEE**  
No. 021GT02221730008  
DATE OF ISSUE 22-Jun-2022

This Non-Judicial Stamp Paper of Rs. 100/-

forms part and parcel of this Extension Letter

dated 13-Feb-2023

of this Bank Guarantee

No. 021GT02221730008

dated 22-Jun-2022

issued in favour of

The nominated Authority Ministry of Coal

on behalf of M/s. Auro Coal pvt Ltd

For HDFC BANK LTD.

Shailesh H  
Authorised Signatory

SHAILESH HUMNABADKAR  
Asst. Vice President  
Emp. Code: S1554  
Sign. Code: B12355

For HDFC BANK LTD.

Authorised Signatory

venu madhav .CH  
Asst. Vice President  
Emp. Code: V0222 - Sign. Code: B2134

Bank Guarantee no: 021GT02221730008 Dated : 22-JUN-2022

Date of Amendment : 13-FEB-2023  
Amendment No : 3

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

Dear Sir,

Our BG No : 021GT02221730008  
Date of Issue : 22-JUN-2022  
BG Amount : INR 10,37,53,000.00  
Applicant : AURO COAL PRIVATE LIMITED  
SY. NOS. 66 PART AND 67 PART,  
MIYAPUR, HYDERABAD  
TELANGANA 500049  
Expiry Date : 19-FEB-2023  
Claim date : 20-APR-2023

The above Bank Guarantee stands amended as under:

a) Value and Tenor amendments

New Expiry date : 19-MAY-2023  
New Claim date : 18-JUL-2023

b) Text amendments -

Notwithstanding anything contained herein above,

1. Our liability under this guarantee shall not exceed INR10,37,53,000.00 (RUPEES TEN CRORE THIRTY SEVEN LAKH FIFTY THREE THOUSAND ONLY), and
2. This guarantee shall be valid up to 19-MAY-2023 and
3. We are 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, lodged at our bank counter on or before 18-JUL-2023 failing which the Bank shall stand released and discharged from any liability whatsoever under this Guarantee.

All claims under this guarantee will be payable at HYDERABAD branch at Bank House, Wholesale Banking Operations, 2nd Floor, M.No.6-3-244/A & 246, Road No.1, Banjara Hills, Hyderabad-500034

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.  
The BG confirmation letter no GTEE/1415654 is an integral part of the 021GT02221730008 dated 22-JUN-2022

All other terms and conditions remain unchanged.

For HDFC BANK LTD.

  
Authorised Signatory

SHAILESH HUMNABDKAR  
Asst. Vice President  
Emp. Code: S1554  
Sign. Code: B12355

HDFC BANK LTD.  
"BANK HOUSE"  
WHOLESALE BANKING OPERATIONS  
# 6-3-244/A & 246, 2nd Floor,  
Road No.1, BANJARA HILLS,  
HYDERABAD - 500 034.

For HDFC BANK LTD.

  
Authorised Signatory

VENU MADHAV .CH  
Asst. Vice President  
Emp. Code: V0222 - Sign. Code: B2134



We understand your world



**HDFC BANK LTD**  
 HDFC Bank House  
 H.No. 6-3-246 And 6-3-244/A  
 Ground Floor Road No.1  
 Banjara Hills Hyderabad  
 Telangana - 500034

Date 13-FEB-2023  
 Form Serial No. GTEE/ **1415654**

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

Phone: 040-67921418  
 email: shailesh.humnabadkar@hdfcbank.com  
 mothkuri.sandeep@hdfcbank.com

OUR REFERENCE : 021GT02221730008  
 DATE OF ISSUE : 22-JUN-2022  
 APPLICANT : AURO COAL PRIVATE LIMITED  
 GUARANTEE AMOUNT : INR10,37,53,000.00  
 AMOUNT IN WORDS : RUPEES TEN CRORE THIRTY SEVEN LAKH FIFTY THREE THOUSAND ONLY  
 EXPIRY PLACE : HYDERABAD  
 EXPIRY DATE : 19-MAY-2023  
 CLAIM DATE : 18-JUL-2023  
 AMENDMENT DATE : 13-FEB-2023  
 AMENDMENT NUMBER : 3

DEAR SIR,  
 PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE AMENDMENT DULY ISSUED BY US.

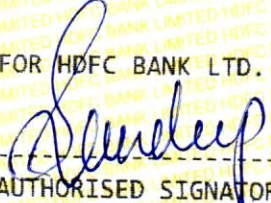
THIS GUARANTEE ATTACHED IS TO BE RETURNED TO US WITHIN 15 DAYS FROM THE DATE IT CEASES TO BE IN FORCE OR AS SOON AS THE PURPOSE FOR WHICH IT HAS BEEN ISSUED IS FULFILLED, WHICHEVER IS EARLIER.

WE CONFIRM THAT THE SIGNATORIES WHO HAVE SIGNED THE SUBJECT GUARANTEE /EXTENSION AS STATED BELOW HAVE THE REQUISITE POWERS TO SIGN ON BEHALF OF THE BANK.

- |   |   |
|---|---|
| 1. Mr./Ms. <b>SHAILESH HUMNABADKAR</b><br>Designation <b>Asst. Vice President</b><br>P.A NO. <b>Emp. Code: S1554</b><br><b>Sign. Code: B12355</b> | 2. Mr./Ms. <b>venu MADHAV .CH</b><br>Designation <b>Asst. Vice President</b><br>P.A NO. <b>Emp. Code: V0222 - Sign. Code: B2134</b> |
|---|---|

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED ,SHOULD BE OBTAINED FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.

FOR HDFC BANK LTD.  
  
 AUTHORIZED SIGNATORY/S  
**MOTHKURI SANDEEP**  
 Senior Manager  
 Employee Code: M14904