NABHA POWER LIMITED

Mailing Address: SCO 32, Sector 26-D, Madhya Marg, Chandigarh-160 019
Phone: 0172 4646846 •Fax: 0172 4646802

E-mail: sureshkumar_narang@lntenc.com

Ref: NPL/SKN/MOEF-002

Dated :07th May, 2011

To,

Mr. Surendra Kumar
Director (S),
Government of India,
Ministry of Environment & Forests
Northern Regional Office,
Chandigarh-160030, Punjab

Sub: 1400 MW Rajpura Thermal Power Project at village Nalash, District Patiala, Punjab by M/s Nabha Power Limited- Environmental Clearance regarding

Ref : Your Letter No J-13011/44/3008-IA.II(T) dated 15th Nov, 2010
Letter No J-13011/44/3008-IA.II(T) dated 03rd Oct, 2008

Dear Sir,

With reference to the environmental clearance accorded to 2x700 MW Super Critical Thermal Power Plant, we are submitting herewith the report detailing the status of compliances of the terms and condition mentioned in the aforesaid letters.

We are also submitting the Environment Monitoring Report for the month of March, 2011 for your kind reference.

Thanking you,

Yours faithfully

For Nabha Power Limited

Suresh K Narang
Project Director

Cc to : The Director, GOI, MoEF, ParyavaranBhavan, CGO complex, Lodhi Road, New Delhi-110003

COMPLIANCE OF MOEF CONDITIONS FOR NABHA POWER LTD.

S. No.	MoEF Condition	Compliance
1.	The total land requirement for the project shall be restricted to 1278 acres.	The land requirement for 1400 MW shall be restricted up to 1278 acres only.
2.	Prior clearance from the competent authority shall be obtained for locating the proposed power plant in proximity (about 3 kms) of the defence installation. A copy of the same shall be furnished to the ministry and the regional office of this ministry within one month from the date of issue of this clearance letter.	NOC from Ministry of defence & AAI obtained on 25th May,2009, Ref No. :No.21(7)/2008/D(Coord) & 22nd July,2008, Ref No.: No.AAI/20012/664/2008-ARI(NOC) respectively.
3.	Sulphur & ash contents in the coal to be used in the project shall not exceed 0.5% & 34%.	Letter of Assurance (LOA) issued by SECL for Grade F ROM coal on 11.12.2008 SECL/BSP/S&M/COMML/359/NPL/TPS(LOA)/3515. Sulphur & ash contents in the coal to be used in the power project after its commissioning shall be restricted below 0.5% & 34%.
4.	A bi-flue stack of height 275 m shall be provided with continuous online monitoring equipments for SOx, NOx & particulate matter. Exit velocity of flue gas should not be less than 25 m/sec.	One chimney having flues of steel with insulation (insulated outside the flue) will be provided. The height of chimney will be 275 m. Chimney will be fitted with continuous pollution measuring & monitoring apparatus. Exit velocity of flue gas shall be maintained greater than 25 m/sec.
5.	High efficiency Electrostatic Precipitators (ESPs) shall be installed to ensure particulate emission doesn't exceed 50 mg/m^3.	The high efficiency ESP having efficiency of 99.9% will be provided that will limit the outlet emission to 50 mg/Nm3 while the boiler is operating at its BMCR. The precipitators will have 6 chambers and 8 fields in direction of gas flow.
6.	Space provision shall be kept for retrofitting for FGD, if required at later date.	Space provision for FGD to be installed in future (if required) is being kept behind the Chimney.
7.	Adequate dust extraction system such as cyclones/bag filters and water spray system in dusty areas such as coal handling and ash handling points, transfer areas and other vulnerable dusty areas shall be provided.	Dust suppression would be achieved through water spraying arrangement at suitable location such as crusher house, loading & unloading stations, coal piles and transfer points etc. In addition, sprinklers will be provided in coal storage area to suppress the coal dust generated during stacking and reclaiming of coal.
8.	Fly ash to be collected in dry form in storage facility (silos) shall be provided. 100% utilization of fly ash shall be achieved from day one. Unutilized fly ash in emergency and bottom ash shall be disposed in ash pond and bottom ash in conventional slurry mode. Mercury and other heavy metals (Hg,Cr, Pb etc.) will be monitored in bottom ash and fly ash as also in the effluent emanating from ash pond.	Fly Ash Silos shall be provided & 100% utilization of fly ash shall be achieved from day one. Heavy metals shall be monitored in Ash pond.

NABHA POWER LIMITED

9.	Ash pond shall be lined with HDPE lining. Adequate safety measures shall also be implemented to protect ash dyke from getting breached.	Ash pond bed will be protected by 500 micron thick HDPE liner as per IS:2508 over 50 mm thick sand cushion. Top of HDPE liner will be protected with 300 mm earth cover.
10.	Closed cycle cooling system with cooling towers shall be provided. Effluents shall be treated as per the prescribed norms.	2 Nos Natural Draft Cooling Tower is envisaged with the capacity of 82000 Cu.m./hr. Blow down from cooling tower will be treated & recycled within plant.
11.	The treated effluents confirming to the prescribed standard shall be re-circulated and reused within the plant. There shall be no discharge outside the plant boundary except during Monsoon. Arrangement shall be made that effluent & storm water do not get mix.	Provision made in detailed technical specification for Separate system for collection/treatment of storm water and plant waste water & hence will be complied with.
12.	A Sewage Treatment Plant shall be provided and treated sewage shall be used for raising green belt/plantation.	A separate sewerage treatment plant would be installed for the treatment of domestic effluent. The sewerage treatment plant would be based on activated sludge process with Bar screen, Collection tank, Aeration tank, Secondary clarifier, Sludge drying beds etc. The treated water will be used for green belt/plantation
13.	Rain water harvesting should be adopted. Central Ground Water Authority/board shall be consulted for finalization of appropriate rain water harvesting technology with in a period of three months from the date of clearance and details shall be furnished.	Raw water harvesting shall be adopted for the project and we are in the process of consenting CGWA regarding the same.
14.	Adequate safety measures shall be provided in plant area to check/minimize spontaneous fire in coal yard, especially during summer season. Copy of these measures with full details along with location plant layout shall be submitted to the Ministry as well as to the Regional Office of the Ministry at Chandigarh.	All yard equipment will be protected by a combination of hydrant system, automatic sprinkler spray system, fixed foam system for oil handling areas, automatic high velocity & medium velocity sprinkler spray system actuated by heat detectors strategically located will be provided for cable galleries and coal handling areas such as coal conveyors, transfer points, crusher houses etc. The details of measures shall be submitted after engineering finalisation in due course.
15.	Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche etc. The housing may be in the form of temporary structures to be removed after the completion of project.	Adequate arrangements have been made for the construction labour such as toilets, STP, safe drinking water, medical health care etc.
16.	Storage facilities for liquid fuel such as LDO and HFO/LSHS shall be made in the plant area where risk is minimum to the storage facilities. On site and off site disaster management plan shall be prepared to meet any eventuality in case of an accident taking place. Mock drills shall be conducted regularly and based on the	LDO & HFO storage has been envisaged in the least hazardous. On site and off site disaster management plan is under preparation.

NABHA POWER LIMITED

	same, modification required, if any shall be incorporated in the DMP.	
17.	Regular monitoring of ground water in and around ash pond area shall be carried out, records maintained and six monthly reports shall be furnished to Regional Office, Chandigarh.	Presently ground water monitoring is being done at 3 locations to identify the baseline ground water quality. After the completion of the project, adequate number of ground water monitoring locations would be fixed near the ash pond area to check the ground water quality.
18.	A green belt of adequate width and density shall be developed around plant periphery covering about 1/3rd of project area preferably with local species.	Green belt of suitable width and density with local species will be provided.
19.	Activities under CSR shall be enhanced with proper financial allocation. Details of these activities shall be submitted to the Regional Office of the Ministry, SPCB and the Ministry.	The management declares its intention & commitment towards socio-economic development by providing various facilities to the nearby villages in the initial stages. Kindly refer **Annexure-I** for details.
20.	First aid & sanitation arrangement shall be made for the drivers and other contract workers during construction phase.	The project has already made a first aid room & adequate sanitation arrangement for the drivers and other contract workers during construction of the project.
21.	Noise level emanating from turbines shall be limited to 75 dB (A). For people working in the high noise area, requisite personal protective equipment like Earplug/ear muffs etc. shall be provided. Workers engaged in noisy area such as turbine area, air compressors etc. shall be periodically examined to maintain audiometery record and for any hearing loss including shifting to non-noisy/less noisy areas.	Equipments are designed for meeting urban noise level.
22.	Regular monitoring of ground level concentration of SO_2, NOx, SPM, RSPM and Hg shall be carried out in the impact zone and records maintained. If at any stage these levels are found to exceed prescribed limits, necessary control measures shall be provided immediately. The location of the monitoring stations and frequency of the monitoring shall be decided in consultation with SPCB. Periodic report to be submitted to Regional office of this Ministry.	The industry is getting the ambient air quality monitoring done from Spectro Analytical Labs. Ltd. (an accredited lab from MoEF and NABL) on monthly basis. Three locations, one in the upwind direction, one in the downwind direction and the third in the cross wind direction have been selected. Emphasis for the following has also been given during selection of stations; • Construction activities presently being carried out • Future activity area to generate background AAQM data
23.	The project proponent shall advertise in two local newspaper widely circulated in the region around the project, one of which shall be in the vernacular language of the locality/Municipal area/Gram Panchayat concerned and on the company's website within seven days from the date of clearance letter, informing that the project has been accorded environment clearance and copies of clearance letter are	The NPL has already advertised in two local newspaper widely circulated in the region around the project. Copies of the advertisement are available with M/s Nabha Power Limited.

NABHA POWER LIMITED

	available with the State Pollution Control Board/Committee and may also be seen at website of the ministry of Environment and forests at http://envfor.nic.in.	
24.	A separate Environment Management Cell with qualified staff to be set up for implementation of the stipulated environmental safeguards.	Refer **Annexure – II** for details.
25.	Half yearly report on status of implementation of the stipulated conditions and environmental safeguards shall be submitted to this Ministry/Regional Office/CPCB/SPCB.	The NPL would submit the half yearly report on status of implementation of the stipulated conditions and environmental safeguards taken to the MoEF/MoEF Regional Office/CPCB/SPCB.
26.	Regional office of the Ministry of Environment & Forests located at Chandigarh will monitor implementation of stipulated conditions. A complete set of documents including EIA report & EMP report alongwith additional information submitted from time to time shall be forwarded to the regional office for their use during monitoring.	The NPL shall comply with the requirement.
27.	Separate funds shall be allocated for implementation of environmental protection measures along with item-wise break-up. These cost shall be included as part of project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes & year wise expenditure should be reported to Ministry.	Total Budget is 861 Cr. Refer **Annexure – III** for details.
28.	The project authorities shall inform the regional office as well as the Ministry regarding the date of financial closure and final approval of project by concerned authorities and the dates of start of land development work and commissioning of plant.	Date of Financial Closure : 12 Oct, 2010 Date of commissioning of plant : 18 Jan, 2014
29.	Full co-operation should be extended to the scientists/officers from the Ministry/Regional office of the Ministry at Chandigarh/the CPCB/the SPCB who would be monitoring compliance of environmental status.	The NPL would provide full co-operation to the scientists/officers from the Ministry/Regional office of the Ministry at Chandigarh/the CPCB/the SPCB who would be monitoring compliance of environmental status, time to time.
30.	No additional coal consumption beyond 5.8 MTPA (at 85 % PLF) earlier envisaged for 2 x 660 MW and no additional land for the enhanced capacity shall be permitted.	Noted
31.	The project proponent shall upload the status of compliance of the conditions stipulated in the environmental clearance issued vide Ministry's letter of even no. dated 03.10.2008, in its	NPL website is under preparation.

NABHA POWER LIMITED

	website and update periodically and also simultaneously send the same by email to regional office of Ministry of Environment and Forests.	
32.	Critical pollutants levels including NOx, $RPSM_{10}$ and 2.5, SO_2 shall be regularly monitored and results displayed in your website and also at main gate of the power plant.	The industry is getting the ambient air quality monitoring done from Spectro Analytical Labs. Ltd. (an accredited lab from MoEF and NABL) on monthly basis. The results of the AAQM are displayed at the main gate of the NPL and will be uploaded on the website of the project.

NABHA POWER LIMITED

Annexure-I

Corporate Social Responsibility (CSR) details:

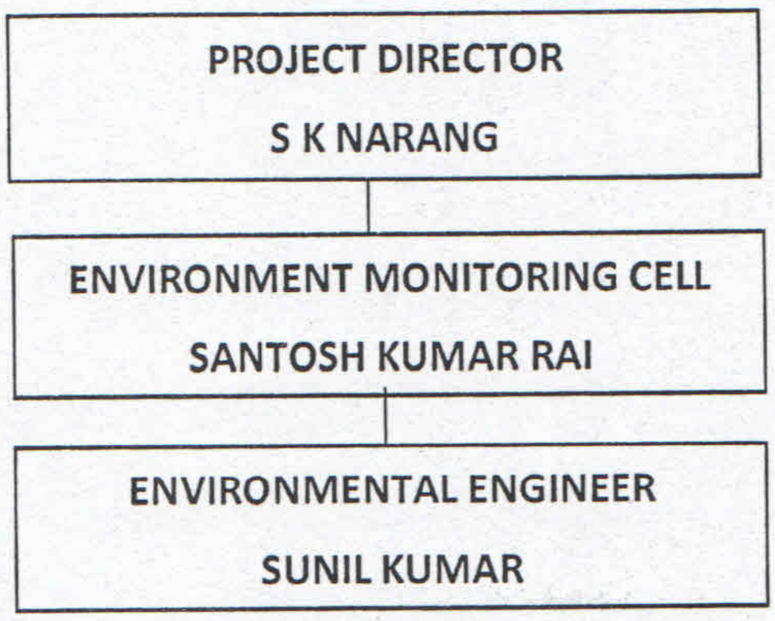
S. No	Description	Cost (in Rs)
1	Tailoring Training Centre	50000
3	Shagun Scheme (provide Rs 5000/- for girl marriage in poor family)	20000
4	Training for unemployed person (42 nos.)	200000

NABHA POWER LIMITED

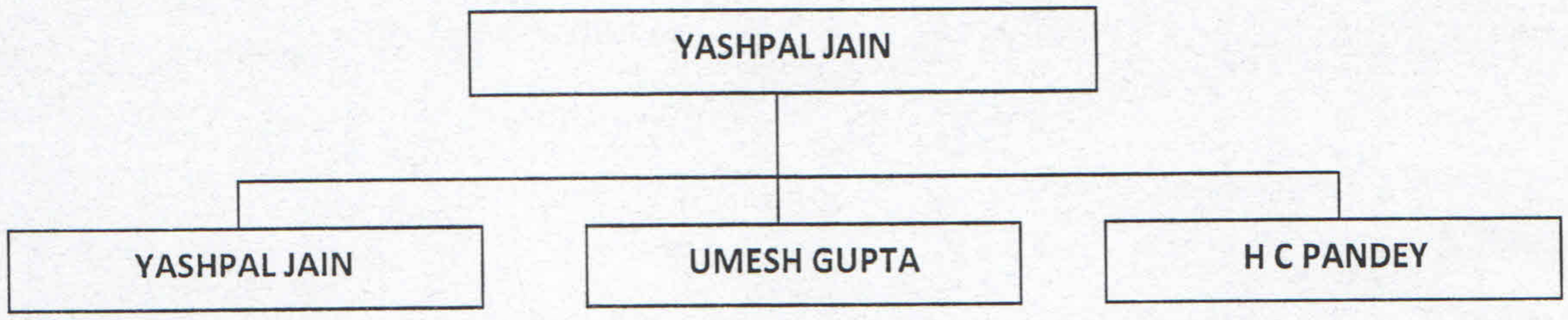
Annexure – II

ENVIRONMENT MANAGEMENT CELL

NABHA POWER LIMITED



SPECTRO ANALYTICAL LABS LIMITED



NABHA POWER LIMITED

Annexure - III

COST PROVISION FOR ENVIRONMENTAL MEASURES

Project : Nabha Power Limited (2x700 MW)

S.No	Description	Cost (in Crores)
1	Electro Static Precipitator (ESP)	370
2	Chimney	71
3	Cooling Tower incl. civil works	157
4	Ash Handling	168
5	Ash Dyke	47
6	Effluent Treatment Plant (ETP)	3
7	Dust Extraction & suppression system	5
8	Control of fire & explosion hazards	30
9	DM plant waste water treatment	3
10	Sewerage collection, treatment & disposal	2
11	Environmental lab. Equipments	0.01
12	Green belt, Afforestation & landscaping	5
	TOTAL	**861.01**

NABHA POWER LIMITED

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Ph: - 91-11-40522000, 41611000
Fax : 91-11-40503150, 40503151
care@spectro.in www.spectro.in

TEST REPORT

Issued To : **NABHA POWER LTD.**
VILLAGE- NALASH,
TEHSIL RAJPURA, DISTT- PUNJAB

Report No.: 110309111/1103090338 Date: 21-Mar-2011
DOR 09-Mar-2011

Sample Description :
SOIL SAMPLE (NEAR SWITCH YARD)

Phone/Fax:
Kind Attn. :

Your Ref. No. :

SOIL QUALITY ANALYSIS REPORT

ID – 1103090338

Results

S. No.	Parameter	Results
1	Moisture (%)	11.4
2	Texture	Loamy Soil
3	pH	8.3
4	Electrical Conductivity (µmho/cm)	491
5	Organic Carbon, (%)	1.63
6	Available Nitrogen (as N), mg/100 gm	37
7	Available Phosphorous (as P), %	0.3
8	Available Potassium (as K), %	1.24
9	Available Magnesium, (mg/kg)	58
10	Available Calcium, (mg/100 gm)	4.1
11	Cation Exchange Capacity (meq/100 gm)	14.6

Protocol-FAO / IS: 2720

CELEBRATING 15 YEARS SPECTRO 1995-2010

Analyst GOPI GUPTAJI\1\RA000\IA4412

NABHA POWER LIMITED

SPECTRO ANALYTICAL LABS LIMITED MUKESH GUPTA DIRECTOR (TECHNICAL) NEW DELHI

Authorised Signatory

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TEST REPORT

Issued To : **NABHA POWER LTD.**
VILLAGE- NALASH,
TEHSIL RAJPURA, DISTT- PUNJAB

Report No.: 110310123/1103100364

Date: 21-Mar-2011
DOR 10-Mar-2011

Sample Description :
GROUND WATER SAMPLE (NEAR FABRICATION YARD)

Phone/Fax:
Kind Attn. :

Your Ref. No. :

GROUND WATER ANALYSIS REPORT

ID – 1103100364

Results

S. No.	Parameter	Results	Desirable Limit (IS 10500)
1	Colour (Hazen unit)	Less than 4	5
2	Odour	Unobjectionable	Unobjectionable
3	Taste	Agreeable	Agreeable
4	Turbidity (NTU)	Less than 5	5
5	pH	7.36	6.5-8.5
6	Total Hardness (as $CaCO_3$), mg/l	209.4	300
7	Total Alkalinity (as $CaCO_3$), mg/l	288.9	200
8	Iron (as Fe) mg/l	0.44	1.0
9	Chloride (as Cl) mg/l	23.7	250
10	Residual Free Chlorine, mg/l	Not Detected	0.20
11	Calcium (as Ca) mg/l	21.8	200
12	Magnesium (as Mg) mg/l	16.4	100
13	Total Dissolved Solids, mg/l	496	500
14	Suspended Solids, mg/l	2.1	-
15	Sulphate (as SO_4), mg/l	28.1	200
16	Fluoride ,(as F), mg/l	0.42	1.0
17	Nitrate , (as NO_3), mg/l	0.18	45
18	Cyanide, (as CN), mg/l	Not Detected	0.05
19	Phenolic Compounds (as C_6H_5OH), mg/l	Not Detected	0.001
20	Chromium (as Cr^{6+}), mg/l	Not Detected	0.05
21	Manganese, mg/l	Not Detected	0.3

Analyst

COD-GUPTAJI\1\RA000\IA11979

Authorised Signatory

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TEST REPORT

Issued To : **NABHA POWER LTD.**
VILLAGE- NALASH,
TEHSIL RAJPURA, DISTT- PUNJAB

Report No.: 110310123/1103100364

Date: 21-Mar-2011
DOR 10-Mar-2011

Sample Description :
GROUND WATER SAMPLE (NEAR FABRICATION YARD)

Phone/Fax:
Kind Attn. :

Your Ref. No. :

ID – 1103100364

22	Zinc, mg/l	0.27	5
23	Lead, mg/l	Not Detected	0.05
24	Arsenic, mg/l	Not Detected	0.05
25	Selenium, mg/l	Not Detected	0.01
26	Cadmium, mg/l	Not Detected	0.01
27	Mercury, mg/l	Not Detected	0.001
28	Aluminum, mg/l	Not Detected	0.2
29	Copper (Cu), mg/l	Not Detected	0.01
30	Boron, mg/l	Not Detected	5
31	Oil & Grease, mg/l	Not Detected	0.01
32	Dissolved Oxygen, mg/l	3.9	-
33	Coliform Organisms, MPN/100ml	Absent	Less than 10
34	E- Colli, per 100 ml	Absent	Absent

Note : N.D. – Not Detected

Protocol- IS: 3025-1964/ APHA

NABHA POWER LIMITED

Analyst COD-GUPTAJI\2\RA000\IA11979

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Fax : 91-11-40503150, 40503151
care@spectro.in www.spectro.in

TEST REPORT

Issued To : **NABHA POWER LTD.**
VILLAGE- NALASH,
TEHSIL RAJPURA, DISTT- PUNJAB

Report No.: 110309114/1103090344

Date: 21-Mar-2011
DOR 09-Mar-2011

Sample Description :
NOISE MONITORING

Phone/Fax:
Kind Attn. :

Your Ref. No. :

NOISE MONITORING REPORT

ID – 1103090344

Results

S. No.	Location	Noise Level dB (A)
1	Near Coal Handling Plant	67.8
2	Near Admn. Block	61.9
3	Near Boiler & Chimney Area	64.5
4	Near Fabrication Yard	62.4
5	Near Switch Yard	63.0

Protocol – IS: 4954-1968

NABHA POWER LIMITED

Analyst COD-GUPTAJI\1\RA000\IA14339

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SPECTRO ANALYTICAL LABS LTD. UMESH GUPTA TECHNICAL MANAGER NEW DELHI-20

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Ph: - 91-11-40522000, 41611000
Fax : 91-11-40503150, 40503151
care@spectro.in www.spectro.in

TEST REPORT

Issued To : **NABHA POWER LTD.**
VILLAGE- NALASH,
TEHSIL RAJPURA, DISTT- PUNJAB

Report No.: 110309114/1103090341 Date: 21-Mar-2011
DOR 09-Mar-2011

Sample Description :
AMBIENT AIR QUALITY MONITORING (NEAR COAL HANDLING PLANT)

Phone/Fax:
Kind Attn. :

Your Ref. No. :

AMBIENT AIR QUALITY ANALYSIS REPORT

ID – 1103090341

Results

S. No.	Parameters	Results	*Standard ($\mu g/m^3$)	Method
1.	Sulphur Dioxide (SO2), $\mu g/m^3$	13.4	80 Max.	APHA-Air(Improved West & Gaek Method)
2.	Nitrogen Dioxide(NO_2), $\mu g/m^3$	31.2	80 Max.	Emission Regulation-III(Modified Jacob & Hochheiser Method)
3.	Particulate Matter(PM_{10}), $\mu g/m^3$	63	100 Max.	APHA-Air(Gravimetric)
4.	Particulate Matter($PM_{2.5}$), $\mu g/m^3$	49	60 Max.	APHA-Air(Gravimetric)
5.	Ozone(O_3), $\mu g/m^3$	5	180 Max.	APHA-Air(UV Photometric)
6.	Lead as Pb, $\mu g/m^3$	N.D.	1.0 Max.	APHA-Air by AAS
7.	Carbon Monoxide(CO), $\mu g/m^3$	1175	4000 Max.	IS: 5182 (P-10)
8.	Ammonia(NH_3), $\mu g/m^3$	N.D.	400 Max.	APHA-Air(Indophenols' Blue Method)
9.	Benzene(C_6H_6), $\mu g/m^3$	N.D.	5 Max.	Adsorption & Desorption followed by GC Analysis
10.	Benzo(a) Pyrene (BaP)-Particulate Phase only, $\mu g/m^3$	N.D.	1 Max.	Solvent Extraction followed by GC Analysis
11.	Arsenic(As), $\mu g/m^3$	N.D.	6 Max.	APHA-Air by AAS
12.	Nickel(Ni), $\mu g/m^3$	N.D.	20 Max.	APHA-Air by AAS

*NAAQS, CPCB New Notification, dated 18.11.2009 (for Industrial, Residential, Rural and other Area)
N.D. - Not Detected

Protocol – IS: 5182 (Pt - 4, 6 & 23) / IS: 2488, IS-13270

Analyst COD-GUPTAJI\1\RA000\IA14339

CELEBRATING 15 YEARS SPECTRO 1995-2010

NABHA POWER LIMITED

SPECTRO ANALYTICAL LABS LTD. UMESH GUPTA CHEMIST NEW DELHI

Authorised Signatory

J-13011/44/2008 - IA. II (T)
Government of India
Ministry of Environment & Forests

Tel no: 011- 24367257
e-mail: w.bharat@nic.in
Paryavaran Bhavan, C.G.O. Complex,
Lodi Road, New Delhi -110003.
Dated: 15.11.2010

OFFICE ORDER

Sub: Change in configuration from 2x660 MW to 2x700 MW Coal Based Thermal Power Plant at village Nalash, in Patiala Distt., in Punjab - reg.

Sir,

This has reference to your letter no. NPL/RKS/MOEF/0237-10, dated 28.05.2010 requesting for amendment in the environmental clearance accorded by this Ministry vide its letter of even no. dated 03.10.2008 for enhancement in capacity from 2x660 MW to 2x700 MW.

2. The request has been examined and the following changes as mentioned under shall be made in this Ministry's letter of even no. dated 03.10.2008.

a) The configuration viz. 1320 MW mentioned in the subject matter and at para no.2, second line, shall be substituted by 1400 MW (2x700 MW).

b) After clause no. (xxvii), under para no.3 of this Ministry's letter of even no. dated 03.10.2008, the following shall be added:

(xxviii) No additional coal consumption beyond 5.8 MTPA (at 85% PLF) earlier envisaged for 2x660 MW and no additional land for the enhanced capacity shall be permitted.

(xxix) The project proponent shall upload the status of compliance of the conditions stipulated in the environmental clearance issued vide this Ministry's letter of even no. dated 03.10.2008, in its website and updated periodically and also simultaneously send the same by e-mail to the Regional Office of the Ministry of Environment and Forests.

xxx) Criteria pollutants levels including NO_x, RSPM (PM_{10} & $PM_{2.5}$), SO_x (from stack & ambient air) shall be regularly

monitored and results displayed in your website and also at the main gate of the power plant.

7. All other conditions mentioned in this Ministry's aforesaid letter of even no. 03.10.2008 shall remain the same.

This issues with the approval of the Competent Authority.

Yours faithfully,

(W. Bharat Singh)
Deputy Director

M/s Nabha Power Ltd.
PSEB Building,
The Mall
Patiala – 147 001

Copy to:

1. The Secretary, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi 110001.
2. The Secretary, Science, Technolgy & Environment Deptt., Government of Punjab, Punjab Civil Secretariat, Chandigarh.
3. The Chairman, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
4. The Chairman, Punjab Pollution Control Board, Vata Varan Bhawan, Nabha Road, Patiala, Punjab-147 001.
5. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi- 110032.
6. The Chief Conservator of Forests, Northern Regional Office, Ministry of Environment & Forests, SCO 132-133, Sector 34-A, Chandigarh-160022.
7. The District Collector, Patiala District, Govt. Of Punjab.
8. The Director (EI), MOEF.
9. Guard file.
10. Monitoring file.

(W.Bharat Singh)
Deputy Director

By Speed Post

No. J-13011/44/2008-IA.II(T)
Government of India
Ministry of Environment & Forests

Paryavaran Bhavan,
C.G.O. Complex, Lodi Road,
New Delhi-110003.

Telefax.: 2436 2434

Dated the 3rd October, 2008

Dy. No. 1126 JSPS/MFA
Dated 15/10/08

To

M/s Nabha Power Limited
PSEB Building, The Mall,
Patiala – 147 001.

Sub: 1320 MW Rajpura Thermal Power Project at village Nalash, District Patiala, Punjab by M/s Nabha Power Ltd - Environmental Clearance regarding.

The undersigned is directed to refer to your communication no. 169/NPL/MOEF dated 8th August, 2008 regarding the subject mentioned above. Subsequent information furnished vide letter dated 10.09.2008 has also been considered.

2. It is noted that the proposal is for grant of environmental clearance for setting up of a 1320 MW Rajpura thermal power project at village Nalash, District Patiala, Punjab. Land requirement for the project is estimated as 1278 acres, which includes 200 acres for rail, approach road and water pipeline corridor. Coordinates of the site are 30^0 32′ 36″ to 30^0 ′ 33′ 51″ N and 76^0 33′ 42″ to 76^0 35′ 05″ E. The proposal is based on super critical technology. The coal requirement is estimated as 5.8 million TPA, which will be obtained from SECL mines. Water requirement is estimated as 4500 m3/hr, which will be obtained from Rajpura Distributary of Bhakra main line. A defence installation is reported at a distance of about 3 km. No displacement of population is involved in the project; however, there will be land oustees due to the project. The public hearing for the project has been held on 4.7.2008. No ecologically sensitive area is located within a radius of 10 km from plant boundary. Total cost of project is Rs 5500.00 crores, which includes Rs 410.10 crores for environmental protection measures.

3. The proposal has been considered by the Expert Appraisal Committee for Thermal Power and Coal Mine projects and Ministry of Environment & Forests hereby

accords environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:-

(i) The total land requirement for the project shall be restricted to 1278 acres.

(ii) Prior clearance from the competent authority shall be obtained for locating the proposed power plant in proximity (about 3 km) of the defence installation. A copy of the same shall be furnished to the Ministry and the Regional Office of this Ministry within one month from the date of issue of this clearance letter.

(iii) Sulphur and ash contents in the coal to be used in the project shall not exceed 0.5% and 34% respectively.

(iv) A bi-flue stack of 275 m height shall be provided with continuous online monitoring equipments for Sox, NOx and Particulate. Exit velocity of flue gases shall not be less than 25 m/sec.

(v) High efficiency Electrostatic Precipitators (ESPs) shall be installed to ensure that particulate emission does not exceed 50 mg/Nm3.

(vi) Space provision shall be kept for retrofitting of FGD, if required at a later date.

(vii) Adequate dust extraction system such as cyclones/ bag filters and water spray system in dusty areas such as in coal handling and ash handling points, transfer areas and other vulnerable dusty areas shall be provided.

(viii) Fly ash shall be collected in dry form and storage facility (silos) shall be provided. 100% utilization of fly ash shall be achieved from day one. Unutilized fly ash in emergency and bottom ash shall be disposed off in the ash pond and bottom ash in conventional slurry mode. Mercury and other heavy metals (Hg, Cr, Pb etc.) will be monitored in bottom and fly ash as also in the effluent emanating from the ash pond.

(ix) Ash pond shall be lined with HDPE lining. Adequate safety measures shall also be implemented to protect the ash dyke from getting breached.

(x) Closed cycle cooling system with cooling towers shall be provided. The effluents shall be treated as per the prescribed norms.

(xi) The treated effluents conforming to the prescribed standards shall be re-circulated and reused within the plant. There shall be no discharge outside the plant boundary except during monsoon. Arrangements shall be made that effluents and storm water do not get mixed.

(xii) A sewage treatment plant shall be provided and the treated sewage shall be used for raising greenbelt/plantation.

(xiii) Rainwater harvesting should be adopted. Central Groundwater Authority/ Board shall be consulted for finalization of appropriate rainwater harvesting technology within a period of three months from the date of clearance and details shall be furnished.

(xiv) Adequate safety measures shall be provided in the plant area to check/minimize spontaneous fires in coal yard, especially during summer season. Copy of the these measures with full details along with location plant layout shall be submitted to the Ministry as well as to the Regional Office of the Ministry at Chandigarh.

(xv) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.

(xvi) Storage facilities for liquid fuel such as LDO and/ HFO/LSHS shall be made in the plant area where risk is minimum to the storage facilities. On site and off site Disaster Management Plans shall be prepared to meet any eventuality in case of an accident taking place. Mock drills shall be conducted regularly and based on the same, modifications required, if any shall be incorporated in the DMP.

(xvii) Regular monitoring of ground water in and around the ash pond area shall be carried out, records maintained and six monthly reports shall be furnished to the Regional Office of this Ministry.

(xviii) A green belt of adequate width and density shall be developed around the plant periphery covering about 1/3 of the project area preferably with local species.

(xix) Activities under CSR shall be enhanced with proper financial allocation. Details of these activities shall also be submitted to the Regional Office of the Ministry, SPCB and the Ministry.

(xx) First aid and sanitation arrangements shall be made for the drivers and other contract workers during construction phase.

(xxi) Noise levels emanating from turbines shall be limited to 75 dBA. For people working in the high noise area, requisite personal protective equipment like earplugs/ear muffs etc. shall be provided. Workers engaged in noisy areas such as turbine area, air compressors etc shall be periodically examined to maintain audiometric record and for treatment for any hearing loss including shifting to non noisy/less noisy areas.

(xxii) Regular monitoring of ground level concentration of SO_2, NOx, SPM, RSPM and Hg shall be carried out in the impact zone and records maintained. If at any stage these levels are found to exceed the prescribed limits, necessary control measures shall be provided immediately. The location of the monitoring stations and frequency of monitoring shall be decided in consultation with SPCB. Periodic reports shall be submitted to the Regional Office of this Ministry.

(xxiii) The project proponent shall advertise in at least two local news papers widely circulated in the region around the project, one of which shall be in the vernacular language of the locality/ Municipal area/Gram Panchayat concerned and on the company's web site within seven days from the date of this clearance

letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the State Pollution Control Board/ Committee and may also be seen at Website of the Ministry of Environment and Forests at http://envfor.nic.in.

(xxii) A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.

(xxiii) Half yearly report on the status of implementation of the stipulated conditions and environmental safeguards shall be submitted to this Ministry/ Regional Office/CPCB/SPCB.

(xxiv) Regional Office of the Ministry of Environment & Forests located at Chandigarh will monitor the implementation of the stipulated conditions. A complete set of documents including Environmental Impact Assessment Report and Environment Management Plan along with the additional information submitted from time to time shall be forwarded to the Regional Office for their use during monitoring.

(xxv) Separate funds shall be allocated for implementation of environmental protection measures along with item-wise break-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should be reported to the Ministry.

(xxvi) The project authorities shall inform the Regional Office as well as the Ministry regarding the date of financial closure and final approval of the project by the concerned authorities and the dates of start of land development work and commissioning of plant.

(xxvii) Full cooperation shall be extended to the Scientists/Officers from the Ministry / Regional Office of the Ministry at Chandigarh /the CPCB/the SPCB who would be monitoring the compliance of environmental status.

4. The Ministry of Environment and Forests reserves the right to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the Ministry. MOEF may impose additional environmental conditions or modify the existing ones, if necessary.

5. The environmental clearance accorded shall be valid for a period of 5 years to start of production operations by the power plant.

6. In case of any deviation or alteration in the project proposed from those submitted to this Ministry for clearance, a fresh reference should be made to the Ministry to assess the adequacy of the condition(s) imposed and to add additional environmental protection measures required, if any.

7. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under,

Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the Public Liability Insurance Act, 1991 and its amendments.

8. Any appeal against this environmental clearance shall lie with the National Environment Appellate Authority, if preferred, within 30 days as prescribed under Section 11 of the National Environment Appellate Act, 1997.

(Dr. S.K.AGGARWAL)
DIRECTOR

Copy to:-

1. The Secretary, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi - 110001.
2. The Secretary, Science, Technolgy & Environment Deptt., Government of Punjab, Punjab Civil Secretariat, Chandigarh.
3. The Chairman, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
4. The Chairman, Punjab Pollution Control Board, Vatavaran Bhawan,Nabha Road, Patiala, Punjab-147 001 - with a request to display a copy of the clearance letter at the Regional Office, District Industries Centre and Collector's office for 30 days.
5. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
6. The Chief Conservator of Forests, Northern Regional Office, Ministry of Environment & Forests, SCO 132-133, Sector 34-A, Chandigarh-160022.
7. The Director (EI), MOEF.
8. Guard file.
9. Monitoring file.

(Dr. S.K.AGGARWAL)
DIRECTOR

Annexure – 3.5

From

Chief Engineer, Canals,
Irrigation Works, Punjab,
Chandigarh.

To

Chairman-cum-Managing Director,
Nabha Power Ltd,
Patiala.

No. 4730
Dated Chandigarh, the 9th May 2008

Subject:- Approval of Water Linkage of 50 cusecs for 1320 MW Rajpura Thermal Power Project.

Please refer to your letter No. 120/NPL dated 8.5.2008 on the subject cited.

2.0 Government of Punjab in the Department of Irrigation agrees to provide 50 cusecs of water for 1320 MW Rajpura Thermal Power Project. It is further added that keeping in view the canal closures, the project authorities should plan water storage capacity for a minimum period of 3 weeks.

Chief Engineer/Canals

Cc:- Secy Irrigation & Power, Punjab – for information pl.

No.21 (7)/2008/D(Coord)
Government of India
Ministry of Defence,

New Delhi, dated 25 May, 09

To

Shri Mahesh Mittal,
Director,
Nabha Power Limited,
Admn Office # 25, 29 & 30, Officers Flat,
Shakti Vihar, PSEB, Patiala

Subject: **NOC/Defence clearance for construction of 1320 MW Rajpura Thermal Power Project by M/s Nabha Power Limited.**

Sir,

I am directed to refer to your letter No. 54, dated 29/2/08 on the above subject and to say that Ministry of Defence has no objection for construction of 1320 MW Rajpura Thermal Power Project by M/s Nabha Power Limited. The clearance is subject to following conditions:

(a) Height of the chimney including the obstruction light and lightning arrester shall not exceed 275 meters.

(b) Standard obstruction markings and lightings to be provided by the company. The lights should be switched on during night and poor visibility.

(c) Periodic maintenance of day/night markings/lightings to be carried out by the company at regular intervals to keep them in visible/serviceable conditions.

(d) The contact details including the telephone numbers of the persons responsible for switching on of the obstruction light should be intimated to Sqn. Cdr (ATS), Air Force Station, Ambala.

(e) The applicant shall not request for any restriction on overflight of fighter aircraft, nor will prefer any claims of damage against IAF due to aircraft noise, incident or accident.

(f) The commencement, completion of works of the chimney and installation of obstruction markings and lights on the chimney should be intimated to Air Officer Commanding, Air Force Station Ambala and Air Officer Commanding, Air Force Station, Chandigarh.

Suraj Rao

(g) Authorized representative of Air Force Station Ambala be permitted to inspect the site during construction stage, as required.

(h) Required security clearance should be obtained through MHA/IB and the other agencies of the foreign Nationals/Indian representatives to be employed by the Company in India.

(i) The project site is designated a civil Vulnerable Area.

Yours faithfully,

(S.C.Sivaji Rao)
Under Secretary (Coord)

Copy to:

(1) Secretary, Min. of Power w.r.t. O.M. No. A-6/2008-IPC, dt.20.3.09.
(2) JS (Air) – w..r.t. MoD ID No. 3(26)/2008/D (Air-II), dated 3.11.2008.
(3) JS (G) - w.r.t. MoD ID No. 23 (1)/2008/D (GS.III), dated 04.06.2008.

सुरक्षा सहित सेवा

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No.AAI/20012/664/2008 -ARI (NOC)

Dated : 22-July-2008

NABHA POWER LTD.,
SHED NO. A-3, PUNJAB STATE ELECTRICITY BOARD,
NEAR RAILWAY CROSSING NO. 22,
SHAKTI VIHAR,
PATIALA-147 001 (PB.)

Sub: Issue of NOC.

1 Please refer to your letter No. Nil Dated Nil on the subject mentioned above.
2. This office has no objection to the construction of the proposed CHIMNEY by NABHA POWER LTD., here in after referred to as the applicant(s) at location NEAR NALASH VILLAGE, TEHSIL RAJPURA, DISTT. PATIALA -147 001(PUNJAB) 28 KM SOUTH-WEST OF CHANDIGARH AIRPORT (COORD:30°33'27"N 076°34'46"E) to height 275 Mtrs. (Two Seven Five metres) ABOVE GROUND LEVEL,so that the top of the proposed structure when erected shall not exceed 270.90 meters. (site Elevation)+ 275 meters (Height of the structure) i.e. 545.90 meters. ABOVE MEAN SEA LEVEL.
3. This no objection certificate is being issued on the express understanding that the site-elevation reduced level (height above mean sea level) viz 270.90/M, relative location of the proposed Bldg./Structure & its distances and Bearings from the ARP/Runway ends, as tendered by the applicant (s) are correct. If, However, at any stage it is established that the said data as tendered by the said applicant is actually different from the one tendered & which could adversely affect aircraft operations, the structure or part(s) thereof in respect of which this 'NOC' is being issued will have to be demolished at his own cost as may be directed by the Airports Authority of India. The applicant(s) is /are therefore advised in his/their own interest to verify the elevation and other data furnished for the site, before embarking on the proposed construction.
4. The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and those of any notifications issued thereunder from time to time and under which the applicant may be called upon by the Airports Authority of India to demolish in whole or in part the structure now being authorised vide this 'NOC'.
5 No radio/TV Antenna, lighting arresters, staircase, Mumtee, Overhead water tank and attachments of fixtures of any kind shall project above the height indicated in para 2.
6. The use of oil fired of electric fired furnace is obligatory, within 8 Kms. of the Aerodrome.
7. The certificate is valid for a period of FOUR years from the date of its issue. If the building/ structure/Chimney is not constructed & completed within the above mentioned period of FOUR years he will be required to obtain a fresh 'No Objection Certificate' from the Chairman Airports Authority of India and/or the G.M (Aero), NORTHERN REGION. The date of completion of Building/Structure/Chimney should be intimated to the AAI and/or General Manager (Aero.), NORTHERN REGION. No light or a combination of lights which by reason of its intensity, configuration of colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time during or after the construction of the building.
Day & Night markings with secondary power supply may be provided as per ICAO standards.

"NOC FOR HEIGHT CLEARANCE ONLY"
This Certificate is issued with the approval of Competent Authority.

22/07/2008
(Tarun Chandolia)
Sr. Manager (ATC)
For General Manager (ATM-NOC), AAI

Copy to:
1. The Regional Executive Director(Northern Region) AAI, Ops Comx, Rangpuri,, Gurgaon Road, N Delhi-.
2. Guard file.
3. GM(NOC) Bundle.

54/1

South Eastern Coalfields Limited

'MINIRATNA' CATEGORY-I COMPANY

(A Subsidiary of Coal India Limited)

Seepat Road, PO. SECL,
Bilaspur-495 006 (Chhattisgarh)

Tel. 07752- 246322
Fax. 07752- 246472

Sales & Mktg.Deptt.

SECL/BSP/S&M/COMML/359/NPL TPS (LOA)/ 3515 Dtd.: 11.12.2008

18

Speed Post

To,
Nabha Power Limited,
C/o PSEB Building, The Mall,
Patiala-147001

Dear Sir,

Subject: Letter of Assurance

Preamble

In consideration of the request by **Nabha Power Limited, C/o PSEB Building, The Mall, Patiala-147001** (hereinafter referred to as "**the Assured**") for issuance of Letter of Assurance (hereinafter referred to as "**LOA**") requiring **55,50,000** tonnes per annum (tpa)] of **F** Grade coal for its **1200 MW** Power Plant located at **Rajpura Thermal Power Plant, Village Nalash, Near Rajpura, District Patiala** (hereinafter referred to as "**the Plant**"), from about **December'2012** as requested by the Assured **SECL** (hereinafter referred to as "**the Assurer**") hereby provisionally assures that it would endeavour to supply coal to the Assured subject to the following terms and conditions:

1. Scope of Assurance

1.1 Quantity, Grade and Source of coal

Subject to the Assured fulfilling its obligations in accordance with Clause 2 to the satisfaction of the Assurer within the period of validity of this LOA and the signing of the Fuel Supply Agreement (FSA) within three (3) months thereafter, the Assurer shall endeavour to supply, as per the normative requirement of the Plant **55,50,000** tonnes per annum (mtpa) of **F** Grade * coal to the Assured, which shall be subject to review and assessment by the Assurer of the actual coal requirement of the Assured as well as the incremental availability of coal from the mines of the Assurer and of imported coal. It is expressly clarified that in the event that the incremental coal supplies available with the Assurer (after meeting out the commitments already made) is less than the incremental coal demand,

such incremental availability shall be distributed on pro-rata basis and the balance quantity of coal requirement shall be met through imported coal available with the Seller, which too shall be distributed on pro-rata basis.

** Parameters in case of imported coal shall be specified by CIL/Assurer.*

1.2 Price of coal

The price of coal assured herein shall be as per the notified price of CIL from time to time. Notwithstanding, in case the quantity of normative requirement, as stated in Clause 1.1 above, necessitates opening of a dedicated mine, then coal shall be priced at the higher of the cost plus reasonable return or such notified price. The quantity of imported coal that may be supplied to the Assured, as mentioned in Clause 1.1, shall be charged at the landed cost plus service charge. Such service charge shall be notified by the Assurer from time to time. The Assured shall be liable to pay all applicable taxes and statutory levies.

1.3 Change in law

In the event of an enactment, promulgation, amendment or repeal of any statute, policy, decree, notice, rule or direction by any government instrumentality that would have an impact on the coal supply terms assured hereof; the Assurer shall be free to amend or repeal this LOA without any liabilities or damages, whatsoever, payable to the Assured.

1.4 Force-Majeure affecting the Assurer

In the event that development of the coal block identified by the Assurer for the purpose of meeting the normative requirement stated in Clause 1.1 is delayed or terminated for reasons including de-allocation of such block by the Government and inordinate delays faced in acquiring land or receiving environmental/forest clearances; Or that imports of coal required for the purpose of meeting the portion of normative requirement stated in Clause 1.1 is reasonably withheld owing to such factors as global shortage or a Force-Majeure event affecting the source(s) of imported coal or logistical bottlenecks faced in transportation and unloading; which are not within the control of and not caused by the negligence or fault of the Assurer; the Assurer shall be free to amend or repeal this LOA without incurring any liability whatsoever, including the liability for payment of damages to the Assured.

2. Fulfillment of Assured's obligations

2.1 Time-bound achievement of milestones

The Assured shall undertake to complete all the activities, as mentioned in Annexure 1 to this LOA, within twenty four (24) months from the date of issue of LOA and each activity within the time-period mentioned against it unless such completion is affected due to any Force Majeure event provided that such Force Majeure event shall not include inability or failure to obtain financing for the Plant or failure to comply with the existing rules and regulations with respect to statutory clearances applicable to the Plant or any such event resulting from the negligence, omission or default by the Assured; and the Assured notifies in writing within seven (7) of occurrence of any such Force Majeure event along with documentary evidence of the same.

2.2 Reporting Requirement

The Assured shall submit the status of each activity/milestone including the documentary evidence in relation to such status within the time-period as mentioned in Annexure 1.

2.3 Verification by the Assurer

The Assurer reserves the right to independently verify the status of each milestone as mentioned in Annexure 1, and in the event of any significant or reasonable discrepancy found by the Assured in respect of the status reported /documentary evidence submitted by the Assured, the Assurer shall notify the Assured forthwith upon which the Assured shall correct the discrepancy so noted by the Assurer within seven (7) days. Further, in the event that the Assured fails to correct the discrepancy as provided herein the Assured shall be liable to submit additional Commitment Guarantee, as per Clause 3.3.

3. Commitment Guarantee by the Assured

3.1 Amount of Commitment Guarantee

Prior to the date of issue of this LOA, the Assured have provided to the Assurer, a Commitment Guarantee (CG), in bank guarantee, for a sum of Rs. **31,63,50,000 (Rs. Thirty One Crore Sixty Three Lakhs Fifty Thousand)** equivalent to ten percent (10%) of base price of Grade **F*** Run-of-Mine (ROM) coal of the Assurer prevalent on the date of application for issue of LOA, multiplied by the quantity of coal mentioned in the Preamble. {Note: In no case shall the CG be less than Rs.2,50, 00,000/- (Indian Rupees Twenty Five Million only) or be more than Rs.6,00,00,000/- (Indian Rupees Sixty Million

only) per mtpa of coal quantities requested by the Assured or part thereof.} Such CG shall be non-interest bearing, and in case of it being deposited in the form of bank guarantee it should comply with the format specified by the Assurer and issued by a scheduled bank acceptable to the Assurer.

3.2 Validity of Commitment Guarantee

The Commitment Guarantee (CG) shall remain valid until four (4) months after the expiry of the LOA period of twenty-four (24) months. Thereafter, the CG shall stand converted into the Contract Performance Guarantee (CPG) that would be the condition precedent to signing of the FSA, in which case, validity of the CG shall be extended in accordance with the terms of the FSA. For the avoidance of any doubt, the Assured shall be liable to submit the guarantee for such further amount that may result from the difference between the CPG under FSA and the CG under this LOA.

3.3 Additional Commitment Guarantee

If any activity/milestone is not duly performed or completed by the Assured within the time stipulated against each such activity/milestone, as specified in Annexure 1, then the Assured shall be liable to furnish to the Assurer one tenth (1/10th) of the amount of CG for each such non-performed or incomplete milestone, as additional CG, within fifteen (15) days from the date such activity/milestone is falling due for completion. For the avoidance of any doubt, such additional CG may need to be deposited multiple times subject to partial/non-fulfillment of each activity /milestone at the end of each half-yearly interval, as mentioned in Annexure 1. The aggregate of additional CG(s), however, in no case shall exceed the amount of CG, as specified in Clause 3.1 above. Further, such additional CG(s) shall at all times be deemed to be a part of the CG and all related provisions of this LOA shall be equally applicable for additional CG.

3.4 Encashment of Commitment Guarantee

3.4.1 Cancellation or withdrawal of LOA

In the event that any of the activities/milestones is delayed beyond the period specified against each such activity/milestone in Annexure 1 and the Assured fails to furnish the additional CG to the Assurer in accordance with Clause 3.3 hereof, or the Assured furnishes additional CG to the Assurer in accordance with Clause 3.3 hereof but fails to fulfill all the activities/milestones within the total period of twenty-four (24) months, as specified in Annexure 1, the Assurer shall have the right to cancel or withdraw this LOA after duly notifying the Assured in

writing at least seven (7) days in advance. For the avoidance of doubt, all the milestones, as specified in Annexure 1, shall need to be fully completed and any partial completion with regard to any activity/milestone at the end of validity of the LOA shall entitle the Assurer to cancel or withdraw this LOA. Upon such cancellation/ withdrawal of this LOA, the Assurer shall encash the CG including any additional CG submitted by the Assured. It is clarified for removal of doubt that this Clause shall survive the cancellation/ withdrawal of this LOA.

3.4.2 Failure to sign the FSA

The Assurer shall have the right to encash the CG in the event of failure by the Assured to sign the FSA within three (3) months from the expiry of validity of the LOA or the satisfactory achievement of all the milestones, as shown in Annexure 1, whichever is earlier. It is also clarified to the Assured that the percentage of annual contracted quantity fixed with respect to Take or Pay obligations in the FSA may be reviewed by the Seller in light of its coal availability and coal commitments, and amended on year-to-year basis during the term of the FSA.

3.5 Return of Commitment Guarantee

In case of inability of the Assured to fulfill any activity/ milestone, as specified in Annexure 1, due to the occurrence of any Force Majeure event, the time period for fulfillment of such activity/milestone, shall be extended for the period of such Force Majeure event, subject to a maximum extension period of three (3) months, continuous or non-continuous in aggregate. In no case including a Force Majeure event affecting multiple activities/ milestones shall the validity of LOA be extended by more than three (3) months. Thereafter, this LOA may be cancelled/ withdrawn by the Assurer after duly notifying the Assured in writing at least seven (7) days in advance without any liabilities or damages, whatsoever, payable by the Assured to the Assurer; and the Assurer shall return the CG submitted by the Assured.

4. Validity of the LOA

The LOA shall remain valid for a period of twenty-four (24) months from the date of issue of this LOA unless extended for three (3) months in accordance with Clause 3.5 hereof, and shall stand annulled upon expiry of such period..

5/4/6

5. Assignment of the LOA

The Assured shall not, without the express prior written consent of the Assurer, assign to any third person the LOA, or any right, benefit, obligation or interest therein or thereunder.

6. End-use of coal

The total quantity of coal assured pursuant to this LOA is for use at the Plant, and the Assured shall not re-sell or trade the coal assured or supplied hereunder to any third party. If at any time in the reasonable opinion of the Assurer, the Assured has entered into an arrangement for such resale or trade of such coal supplies, the Assurer shall cancel/withdraw this LOA without incurring any liability whatsoever, including the liability for payment of damages to the Assured.

** In case of multiple Grades mentioned in Clause 1.1, Grade with the highest Useful Heat Value (UHV) shall be considered for the purpose of calculation of Commitment Advance.*

18/12

GENERAL MANAGER(S&M)
SOUTH EASTERN COALFIELDS LIMITED
BILASPUR (CG)

Copy for kind information:

1) CMD, SECL
2) DT(O), SECL
3) DT(P&P), SECL

Annexure 1: Milestones to be achieved by the Assured during the validity of LOA – IPPs & Pvt. GENCOs

S.No.	Activity/ Milestone	Timeline from the date of LOA	Document to be submitted by the Assured on achievement of milestone			Issuing Authority	Waival
1	Existence of business entity	within 6 months	Certificate of Incorporation/ Commencement of Business Certificate			State Registrar of Companies, Ministry of Company Affairs, Government of India	-
2	Approval of the Investment Decision	within 6 months	Certified copy of the decision of the Board of Directors			Company Secretary under the Company Seal	-
3	Technical & Feasibility Studies	within 6 months	Detailed Project Report (DPR)			Independent Agency/ Expert	Self-attested DPR in case it is prepared in-house
4			**Pvt. Land**	**Govt. Land**	**State Industrial Development Corporation (SIDC)**	-	-
	Land acquisition	within 6 months	Notification under Section 6 of the Land Acquisition Act, 1894	Application filed by the Assured for requirement of land	Application filed by the Company for requirement of land (if applicable)	State Government (in case of proceedings under the Land Acquisition Act 1894	In case of Pvt. Land being purchased from the owner directly, notification under Section 6 would not be applicable; and in such case Land registration/ Transfer deed/ Land lease agreement would only be applicable
	Land acquisition (At least 70% of the total land, as considered in the DPR, acquired)	within 18 months	Land Registration/ Transfer deed/ Land lease agreement	Land Registration/ Transfer deed/ Land lease agreement	Land Registration/ Transfer deed/ Land lease agreement	State Government/ SIDC	

Annexure 1: Milestones to be achieved by the Assured during the validity of LOA – IPPs & Pvt. GENCOs

S.No.	Activity/ Milestone	Timeline from the date of LOA	Document to be submitted by the Assured on achievement of milestone			Issuing Authority	Waival
	Land acquisition (At least 90% of the total land, as considered in the DPR, acquired)	within 24 months	Land Registration/ Transfer deed/ Land lease agreement	Land Registration/ Transfer deed/ Land lease agreement	Land Registration/ Transfer deed/ Land lease agreement	State Government /SIDC	
5	Environment Clearance	within 6 months	Approved Terms of Reference (TOR)			Expert Appraisal Committee (EAC) of MoEF(Central Govt.) for Category 'A' Projects or State Expert Appraisal Committee (EAC) for Category 'B' projects, as applicable	-
		within 12 months	Final clearance			MOEF (Central Govt.) for Category 'A' projects or State Environment Impact Assessment Authority (SEIAA) - for category 'B' projects, as applicable	-
6	Forest Clearance, if applicable	within 12 months	Recommendation for Forest clearance			State Government	-
		within 24 months	Forest Clearance			MoEF (Central Government)	-
7	Water Allocation	within 6 months	In-principle water allocation			State Water Supply Authority	In case of utilisation of ground water, relevant permission from relevant department of the State Government.

Annexure 1: Milestones to be achieved by the Assured during the validity of LOA – IPPs & Pvt. GENCOs

S.No.	Activity/ Milestone	Timeline from the date of LOA	Document to be submitted by the Assured on achievement of milestone	Issuing Authority	Waival
		within 6 months	Clearance, if applicable	Central Ground Water Authority (CGWA)	
		within 12 months	Sanction Letter for firm water allocation	State Water Supply Authority	In case of utilisation of ground water, relevant permission from relevant department of the State Government.
8	Commitment of equity investment by the Company for the project.	within 18 months	Certified copy of the decision of the Board of Directors	Company Secretary under the Company Seal	-
9	Financing of the project/ Financial Closure	within 24 months	Final Sanction letters from Bank(s) / Financial Institution(s) Or Loan Agreement	Bank(s)/ Financial Institution(s)	-