

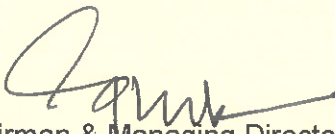
**Tripartite Agreement between the
Government of India, Government of Telangana
and The Singareni Collieries Company Limited**

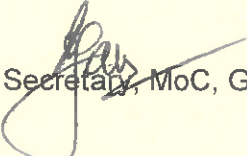
This Agreement made this the 12th day of August 2020 between the PRESIDENT OF INDIA, hereinafter referred to as 'the Government' (which expression shall, where the context so admits, include his successors and assigns) of the first part, the GOVERNOR OF TELANGANA, hereinafter referred to as 'the State Government' (which expression shall, where the context so admits, include his successors and assigns) of the second part and THE SINGARENI COLLIERIES COMPANY LIMITED, a Company under the Companies Act, 2013, having its Registered Office at Kothagudem Collieries, (P.O.)-507 101, Bhadradi-Kothagudem District, Telangana State hereinafter referred to as 'the Company' (which expression shall, where the context so admits, include its successors and the person or persons for the time being in control and management of the affairs and/or assets of the Company and permitted assigns) of the third part. This Agreement will remain valid from 1.4.2017 for a period of five years.

WHEREAS at the request of the State Government and the Company, the Government had granted loans and contributed to the equity of the Company as per Agreements dated 10th June, 1974, 13th December, 1977, 31st March, 1985, 10th February, 1989, 24th September, 1994, 11th January, 2002, 19th October, 2004 as amended and 11th June, 2010 for expansion schemes in earlier Plan periods as indicated below:

(Rs. in crores)

Particulars		As per Agreement	Actual Drawals
A. Prior to V Plan :	Equity	--	2.72
	Loan	--	10.65
Total		--	13.37
B. V Plan period (1974-75 to 1978-79):	Equity	9.33	9.33
	Loan	46.92	58.27
Total		56.25	67.60
C. Rolling Plan & VI Plan Period:	Equity	31.00	31.00
	Loan	232.57	215.22
Total		263.57	246.22
D. VII Plan Period (1985-86 to 1989-90):	Equity	54.00	52.00
	Loan	526.00	458.00
Total		580.00	510.00
E. Rolling Plan Period (1990-92)	Equity	37.00	37.00
	Loan	368.00	368.00
Total		405.00	405.00


Chairman & Managing Director
SCCL


Secretary, MoC, GoI


Chief Secretary, GoT

F. VIII Plan Period (1992-93 to 1996-97)	Equity	458.00	458.00
	Loan	487.00	553.36
Total		945.00	1011.36
G. IX Plan Period (1997-98 to 2001-02)	Equity	257.51	257.51
	Loan	128.72	126.59
Total		386.23	384.10
Grand total		2636.05	2637.65

AND WHEREAS the Company do hereby acknowledge receipt of a sum of Rs.2637.65 crore from the Government till the end of IX Plan towards loan & equity and confirms that it has repaid all the outstanding loans and interest payable thereon to the Government including a sum of Rs.663.34 crore towards interest accrued on loan during the VIII plan period. The Company do hereby further confirm that it has not received any loan/equity from the Government during the X, XI and XII plan periods.

AND WHEREAS the State Government had also contributed to the equity of the Company a sum of Rs 885.64 crore under the agreements dated 10th June, 1974, 13th December, 1977, 31st March, 1985, 10th February, 1989, 24th September, 1994, 11th January, 2002, 19th October, 2004 as amended and 11th June, 2010. The Company do hereby confirm that it has not received any equity from the State Government during the X, XI and XII plan periods.

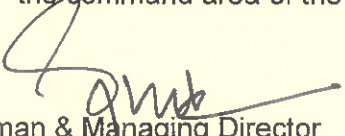
As no budgetary support is envisaged from the Government and the State Government to the Company, the shareholdings of the Government and the State Government in the equity share capital of the Company would continue to be as under:

(Rs. in crore)

Period	GoT	Gol	Total
a) Investment upto 31.3.1990	97.69	95.05	192.74
b) Investment from 1.4.1990 to 31.3.1992	32.95	37.00	69.95
c) Investment from 1.4.1992 to 31.3.1997	487.00	458.00	945.00
d) investment from 1.4.1997 to 31.3.2002	268.00	257.51	525.51
Total	885.64	847.56	1733.20

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (1) The equity participation between the State Government and the Government in the Company shall continue to be in the ratio of 51 : 49.
- (2) The State Government shall sanction mining leases within a reasonable time in the command area of the Company i.e., Pranahita Godavari valley coal field and

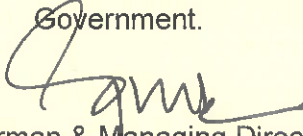

Chairman & Managing Director
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Secretary, MoC, Gol



Chief Secretary, GoT

also renew the mining leases wherever necessary without delay. No extraneous conditionalities shall be attached thereto. The clearance for forest land required for the mining projects shall be done expeditiously to avoid delays in the execution of the projects sanctioned for and undertaken by the Company.

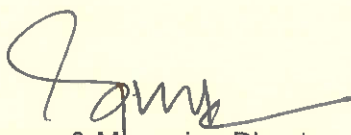
- (3) The State Government shall continue to extend the existing concessions in payment of Property tax and Service tax levied by the local authorities on the buildings/structures of the Company in colliery areas.
- (4) The State Government shall appoint the Chairman & Managing Director of the Company with prior concurrence of the Government for an initial term of three years extendable by another two years by mutual consent. Any reduction of the tenure of the Chairman & Managing Director shall also require prior concurrence of the Government.
- (5) The State Government shall nominate 7 Directors including 5 functional Directors as per "Rules for Selection of Functional Directors in the SCCL" and the Government shall nominate 3 Directors on the Board.
- (6) The Government and the State Government shall assist the Company in recovery of outstanding coal dues from the Public Sector Undertakings and other Government Agencies.
- (7) The Company shall obtain sanction of the Government:
 - a. For the Annual Plan;
 - b. For every coal mining and related project/scheme involving a capital expenditure of above Rs. 500 crore (Rupees Five hundred crore); and
 - c. For every power project/scheme involving a capital expenditure of above Rs. 500/- crore (Rupees Five hundred crore), the Company shall obtain sanction of the State Government.
- (8) For the purpose of clause 7(a) above, the Company shall prepare the Budget Estimates for each financial year in such form as may be prescribed by the Government giving inter-alia expenditure against each sub-head of each head and main head, both in respect of works under progress and new works to be undertaken in a particular year and send such Budget Estimates to the Government for approval before incurring any expenditure thereon. In regard to the projects/schemes, valuation of which would be more than Rs. 500 crore (Rupees Five hundred crore) referred to at clause 7(b) above, the Company shall submit its proposals to the Government in such form as may be prescribed by the Government.

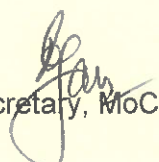

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Secretary MoC, GoI


Chief Secretary, GoT

- (9) (a) The Board of Directors of the Company can make re-appropriations as per the needs of the Company within the overall limit of Budget estimates, after the Budget estimate is approved.
- (b) SCCL Board can approve variations in the cost of the Project originally approved by the Government provided that the variance does not exceed 20% of the original sanctioned cost of the Project and can be on account of change in scope of work/configuration of equipment as envisaged in the sanctioned Feasibility Report (FR) of the Project.
- (c) Further, the Company's Board shall also be empowered to approve variations upto 20% of the original cost, in the cost of the project originally approved by itself provided that total cost of the Project with the variations does not exceed the powers delegated to incur capital expenditure in respect of coal mining and related projects and Power Projects/schemes and can be on account of change in scope of work/configuration of equipment as envisaged in the sanctioned Feasibility Report (FR) of the Project. However, in case the total investment of a project after revised cost estimates exceeds the power delegated to the SCCL by Government, SCCL will seek the approval of MOC.
- (10) The performance of the Company shall continue to be reviewed by the Government as per the relevant guidelines of the Government.
- (11) There could be interchange of officers between the Company and the Coal India Limited.
- (12) The Company may avail of the training facilities of the Coal India Limited.
- (13) The Company shall take immediate steps to carry out such further alterations in the Memorandum and Articles of Association of the Company as may be necessary for the purpose of this Agreement.
- (14) It is hereby further agreed that the earlier Agreements entered between the Government, the State Government and the Company shall stand superseded or modified to the extent any of the provisions therein are repugnant to this Agreement.


Chairman & Managing Director
SCCL


Secretary, MoC, Gol

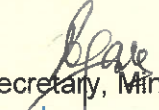

Chief Secretary, GoT


(15) The Government and the State Government have agreed to bear the Stamp Duty payable on this document.

IN WITNESS WHEREOF the parties to these presents have set and subscribed their respective hands and seals on the day, month and year first above written.

For and on behalf of the the President of India

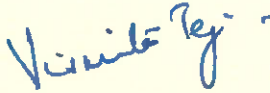
For and on behalf of Governor
of Telangana

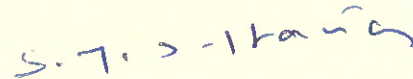

Secretary, Ministry of Coal
अनिल कुमार जैन / ANIL KUMAR JAIN
सचिव / Secretary
भारत सरकार / Govt. of India
कोयला मंत्रालय / Ministry of Coal
शास्त्री भवन / Shastri Bhawan
नई दिल्ली / New Delhi


Chief Secretary, Govt.
of Telangana.
SOMESH KUMAR, I.A.S.
CHIEF SECRETARY
Government of Telangana
Hyderabad-500 063.

Signed, sealed and delivered
in the presence of

Signed, sealed and delivered
in the presence of


Joint Secretary (Coal)

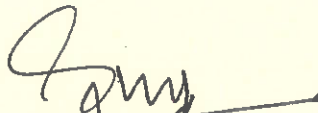

Secretary to Govt. Energy Dept.


विस्मिता तेज / Vismata Tej
संयुक्त सचिव एवं सहायक / Joint Secretary (Coal)
भारत सरकार / Govt. of India
कोयला मंत्रालय / Ministry of Coal
शास्त्री भवन / Shastri Bhawan
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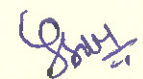
SANDEEP KUMAR SULTANIA I A S.,
Secretary to Government
Energy Department
T.S. Secretariat, Hyderabad-53.

The common seal of The Singareni Collieries Company Limited is affixed in the presence of Sri N.Sridhar, Chairman & Managing Director and Sri N.Balram, Director(Finance) pursuant to the resolution of its Board of Directors passed in the 548th meeting held on 13.3.2019.

For and on behalf of The Singareni Collieries Company Limited


(N.Sridhar)
Chairman & Managing Director
Chairman & Managing Director
The Singareni Collieries Co. Ltd.,
Mehar Manzil, Red Hills,
Khairatabad P.O; Hyderabad - 500 004.


(N.Balram)
Director (Finance)
DIRECTOR (FINANCE)
THE SINGARENI COLLIERIES CO.LTD.,
KOTHAGUDEM - 507 101


(G.Srinivas)
Chief (CA) & Company Secretary

Chief (C.A) & Company Secretary
Kothagudem Collieries-507 101
Bhadradri Kothagudem Dist., T.S