

Amendment No. 02 to Volume-II (Project Agreement)

S.No	Reference	Existing provision	Amended Provision
1.	Project agreement, Schedule 8 Clause (g)	<p>Check on Sampling System Using bias test procedures approved by the Mine Operator, the Owner shall cause such sampling system to be tested periodically, for bias against stopped-belt reference samples. Such testing shall be scheduled such that when each trainload consignment of lignite is sampled, the most recent bias test results are dated by no more than two previous years. The Owner shall give the Mine Operator written notice of each bias test; and the Mine Operator or its representative shall have the right to be present during such test and to observe and inspect sample collection, sample preparation, and laboratory analysis of bias test samples. If a bias is detected by such test, the Owner shall immediately take all reasonable measures to remove the source of such bias.</p>	<p>Clause deleted</p>
2.	Project Agreement, Schedule 2, Clause 4.3	<p>Geological In-Fill Drilling To increase confidence in mine planning, the Mine Operator shall implement a program of in-fill drilling to achieve a drill hole spacing no greater than 200 meters within the area covered by the Rolling Annual Production Plan. In areas of geological complexity (such as faults etc) the spacing should be further reduced to increase the confidence level. The core logging and sampling shall be done in presence of representative of Owner. Lignite core analysis shall be carried out in Govt./National Accreditation Board for</p>	<p>Geological In-Fill Drilling To increase confidence in mine operations, the Mine Operator shall implement a program of in-fill drilling to achieve a drill hole spacing no greater than 200 meters within the area covered by the Rolling Annual Production Plan. In areas of geological complexity (such as faults etc.) the spacing should be further reduced to increase the confidence level. The mine operator shall bear the costs related to in-fill drilling, logging, sampling and analysis.</p>

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		Testing and Calibration Laboratories (NABL) accredited laboratory. All the costs towards infill drilling shall be borne by Mine Operator. All the logging, sampling, analysis of core samples and storage of core logs shall be in accordance with the procedure detailed in Schedule 8.	
3.	Project Agreement, 14.4(f)	The quantity of lignite supplied in pursuance of Under Supply Quantity (UQ) for the months pertaining to the previous quarter in accordance with Clause 14.6 shall not be considered for the quarterly reconciliation of lignite quantities pursuance to Clause 14.4(g) above. For avoidance of any doubt, it is clarified that the provisions of Clause 14.4(g) shall not affect in any manner the Mine Operator's or the Owner's right to make good the UQ in accordance with Clause 14.6.	The quantity of lignite supplied in pursuance of Under Supply Quantity (UQ) for the months pertaining to the previous quarter in accordance with Clause 14.6 shall not be considered for the quarterly reconciliation of lignite quantities pursuance to Clause 14.4(e) above. For avoidance of any doubt, it is clarified that the provisions of Clause 14.4(e) shall not affect in any manner the Mine Operator's or the Owner's right to make good the UQ in accordance with Clause 14.6.
4.	Project Agreement, Schedule 2, Clause 14.1	The Mine Operator shall obtain and maintain all governmental permits and licenses as may be required except those specified at clause 1 (c) of Schedule 5. The explosive license if issued in the name of Owner, and the mechanism for procurement of explosives, drilling and blasting shall be jointly worked out between the Owner and the selected Mine Operator and a copy of the explosive license shall be provided to the Mine Operator. The explosive storage facility to be created by the Mine Operator shall take into	The Mine Operator shall obtain and maintain all governmental permits and licenses as may be required. The explosive license if issued in the name of Owner, and the mechanism for procurement of explosives, drilling and blasting shall be jointly worked out between the Owner and the selected Mine Operator and a copy of the explosive license shall be provided to the Mine Operator. The explosive storage facility to be created by the Mine Operator shall take into account all the conditions specified in the license for such facility. The Mine

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		account all the conditions specified in the license for such facility. The Mine Operator shall also be responsible for transport of explosive from magazine to site including arrangement of explosive van and associated facilities.	Operator shall also be responsible for transport of explosive from magazine to site including arrangement of explosive van and associated facilities.
5.	Schedule 11 Clause 1.1		<u>Add following below Table at para 1.1</u> Note: Mean Escalation means Increase or Decrease with respect to base Index Divided by Base Index.