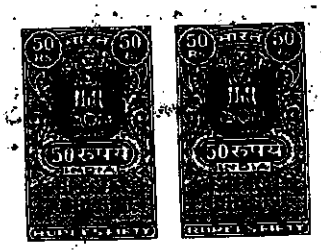
Annexure-IV



GAS SALE AGREEMENT

BETWEEN

GAIL (India) Limited

AS SELLER

AND

Kajaria Ceramics Ltd.

AS BUYER

DATED: 30/04/2009

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	791.23 including Earlier Make Up Gas MMBTUs	@ 0.081 MMSCMD for 246 days
[Other Contract Years]	1092.446	@ 0.081 MMSCMD for 344 days
[Last Contract year]	384.26 [BBTU x No of Days in Last Contract Year /344]	@ 0.081 MMSCMD for 121 days

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Six kg/cm² (g) (6 kg/cm² (g)) (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (O°C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 01 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 01 of this Agreement.

By :	By :
Name : A. K. MITTAL	Name : F. C. RASTOGI
Designation: GM (O&M) I Zonal Mktg.	Designation: DGM (Exports)
Witness :	Witness :
1. (ANANT KHOBRAGADE) Manager (Gas Mktg.)	1. C. P. SHARMA Alm- Purchase M/s Kajaria Ceramics Ltd
2.	2.

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

KAJARIA CERAMICS LIMITED

AS BUYER

Dated: 30/06/2018

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
अंचलिक महाप्रबन्धक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year* w.e.f 01.07.2018 till 31.12.2018	158.707 (One Five Eight point Seven Zero Seven)	0.022 (zero point zero two two)
Other Contract Years	1352.745 (One Three Five Two point Seven Four Five)	0.1 (zero point one)
Last Contract year (31.12.2022)	1352.745 (One Three Five Two point Seven Four Five)	0.1 (zero point one)

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
औचलिक विपणन (विपणन)/Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर औचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **6 (Six) Bar(a)** (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)	**Kajaria Ceramics Limited (BUYER)**
By:	**By:**
Name: Ashish Gupta	**Name: F C Rastogi**
Designation: Zonal General Manager	**Designation: General Manager(I/E)**
(Authorized Signatory of the Seller)	**(Authorized Signatory of the Buyer)**

ASHISH ANAND GUPTA
GAIL (India) LTD.
Jaipur Zonal Office
Vidhyadhar Nagar, Jaipur

WITNESSES:

1.	**1.**
Name: FAISAL HODA	**Name:** Ganesh
Address: GAIL JAIPUR	**Address:**
2.	**2.**
Name: Nishant Vashishtha	**Name:**
Address: GAIL, JAIPUR	**Address:**

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

KAJARIA CERAMICS LIMITED
AS BUYER

Dated: 30th December, 2021

GAIL (INDIA) LIMITED NOIDA NCR ZONAL OFFICE

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
First Contract Year* 01.01.2022-31.12.2022	1309.525	0.092	3588
Other Contract Years	1431.036	0.100	3921
Last Contract year 01.01.2026-31.12.2026	1431.036	0.100	3921

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Points at a pressure not less than **03 (Three) Bar(a) at Sikandrabad Plant and not less than 06 (Six) Bar(a) at Gailpur Plant (on Best Endeavour Basis) (the "Delivery Pressure").**

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

[*This space is intentionally left blank*]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)	**Kajaria Ceramics Ltd (BUYER)**
By:	**By:**
Name: HIMADRI MANDAL	**Name:** E.C. Rastogi
Designation: ZCGM	**Designation:** AVP
(Authorized Signatory of the Seller)	**(Authorized Signatory of the Buyer)**
WITNESSES:	
1.	**1.**
Name: RAJEEV SAHAI	**Name:**
Address: GAIL, NOIDA	**Address:**
2.	**2.**
Name: (V N. S Lamba)	**Name:**
Address:	**Address:**

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

VENNAR CERAMICS LIMITED

AS BUYER

Dated:29.07.2016

ARTICLE 6

QUANTITY

6.1 **Annual Contract Quantity**

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
2016*	**21.52**	**9000**
2017-2025	**121.38**	**9000**
2026	**99.89**	**9000**

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 **Adjusted Annual Contract Quantity**

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Restoration Quantities
Upward Flexibility Quantity

(ii) Deductions from ACQ: Carry Forward Aggregate
Downward Flexibility Quantity

(b) Make Good Gas

and the Laws and policies of any Government Agency applicable/prevailing on the date of this Agreement.

Accordingly, the Buyer agrees that if at any time, any element/constituent of the Price as set forth in the Price Side Letter requires any variance/change including because or on account of, any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law), any directive from any Government Agency, changes in the policy of any Government Agency, pooling of LNG prices, decision of any court), and the same shall result in a corresponding change in the Price; and, the Seller shall by written notice inform the Buyer of such change and the Price shall accordingly stand revised to the extent, and with effect from such date as, stated in the Seller's notice and shall be payable by the Buyer. The change in Price and the necessary adjustment shall be reflected in the subsequent Invoice.

demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 4 of this Agreement (the **"Effective Date"**) when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on page 1 of this Agreement.

By: _____

For VENNAR CERAMICS LIMITED

Name: C. V. K. RAJU

Title: C. E. O. CVK Raju Chief Executive Officer

By: _____

Name: R.K. Srivastava
Zonal General Manager
GAIL (India) Limited
(A Govt. of India Undertaking)

Title: Module No. 105, NSIC - Business Park
Kamalanagar, ECIL (P.O) Hyderabad-62

Witness:

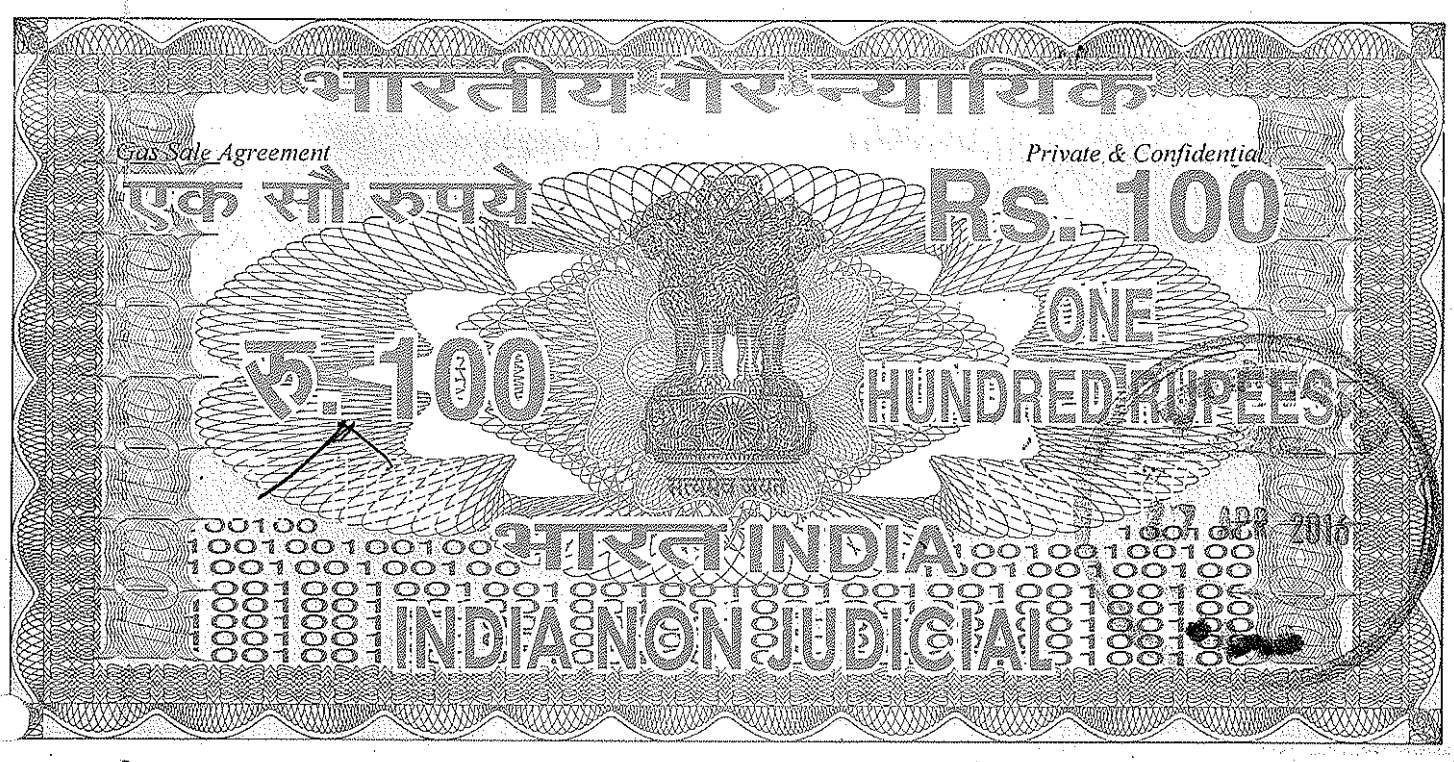
1. _____
(K. [illegible] CFO)

2. B. Narendra Reddy
Sr. Officer (Cons Mktg)

Witness:

1. _____ (Kishore Kumar V)
Cm (Cons Mktg)

2. _____ M/s PATNAIK
Cm (Cons Mktg)



उत्तर प्रदेश UTTAR PRADESH DC 826810

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 6th day of June 2016, at Noida is made by and between:

GAIL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

ASIAN COLOUR COATED ISPAT LIMITED, a company constituted under the Companies Act, 1956 having its Registered Office at **ACCIL House, Plot No. 26, Sector-33, Gurgaon - 122001,** in the state of **Haryana**, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
[First Contract Year]* 01.07.2016 – 31.12.2016	**107.604**		**588.095**
	214.655	**0.015**	**588.095**
[Last Contract year] 01.01.2026 – 31.12.2026	**214.655** [BBTU x No of Days in Last Contract Year /365]	**0.015**	**588.095**

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Restoration Quantities

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **One point Five to Three (1.5 to 3)** Bar(a) **(on best Endeavor basis)** (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0' C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 (one hundred and five) % of the DCQ and shall not be lower than 95 (ninety five) % of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**") .

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

AGRAWAL METAL WORKS PVT. LTD.
AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 09/10/2015

For Agrawal Metal Works Pvt. Ltd.

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6 (Six)** Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Agrawal Metal Works Pvt Ltd

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

For Agrawal Metal Works Pvt. Ltd.

By:

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

By:

Authorised Signatory

Name: **Sh. Deepak Sanghi**

Title : **Agrawal Metal Works Pvt. Ltd.**

Witness:

1.

2.

Witness:

1. (Animesh Jain)

2. (Prashant Kumar Sharma)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

Side Letter

GAIL/JZO/RLNG/SIDE LETTER/Agrawal Metal

26th June 2018

To,
Agrawal Metal Works Pvt. Ltd.
SP-144, A&B, RIICO Industrial Area,
Phase-1, Bhiwadi -301019. Distt. Alwar Rajasthan

Attention: Sh. Deepak Sanghi

Subject: Side Letter to Gas Sales Agreement dated 09/10/2015 between GAIL (India) Limited ("Seller") and M/s Agrawal Metal Works Pvt. Ltd (P) Ltd ("Buyer").

Dear Sir,
This refers to the Gas Sales Agreement dated **09/10/2015** between GAIL (India) Limited (**"Seller"**) and **M/s Agrawal Metal Works Pvt. Ltd** (**"Buyer"**) for supply of Regassified LNG to the Buyer's plant located at **Bhiwadi, Rajasthan**, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for increasing the supply of RLNG from existing DCQ of 4000 SCMD (157 MMBTU/Day) to 7500 SCMD (294 MMBTU/Day) and the Seller has considered the request of the Buyer and agreed to supply **7500 SCMD (294 MMBTU per day)** of RLNG for the period starting from **01/07/2018 to 31/12/2022.**

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:
Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(In MMBTU)	(in MMSCMD)
From 01/04/2016 to 31/12/2016	39	0.001
From 01/01/2017 to 31/03/2018	117	0.003

e-mail :

CIN : L40200DL1984GOI018976 **Website : www.gailonline.com**

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर. के. पुरम, नई दिल्ली - 110066, दूरभाष : 26182955 फैक्स : 011-26185941
Corp. Office : 16, Bhikaiji Cama Plac, R.K. Puram, New Delhi - 110066, Phone : 26182955 Fax : 011-26185941

AGRAWAL METAL WORKS PVT. LTD. BHIWADI

From 01/04/2018 to 30/06/2018	157	0.004
From 01/07/2018 to 31/12/2022	294	0.0075

1. Capitalized terms used in this **Side Letter** but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

2. Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement, and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **09.10.2015** to the Buyer's plant located at **Bhiwadi, Rajasthan.**

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

(Amul Bhatt, AGM)
(Ashish A Gupta)
Zonal General Manager

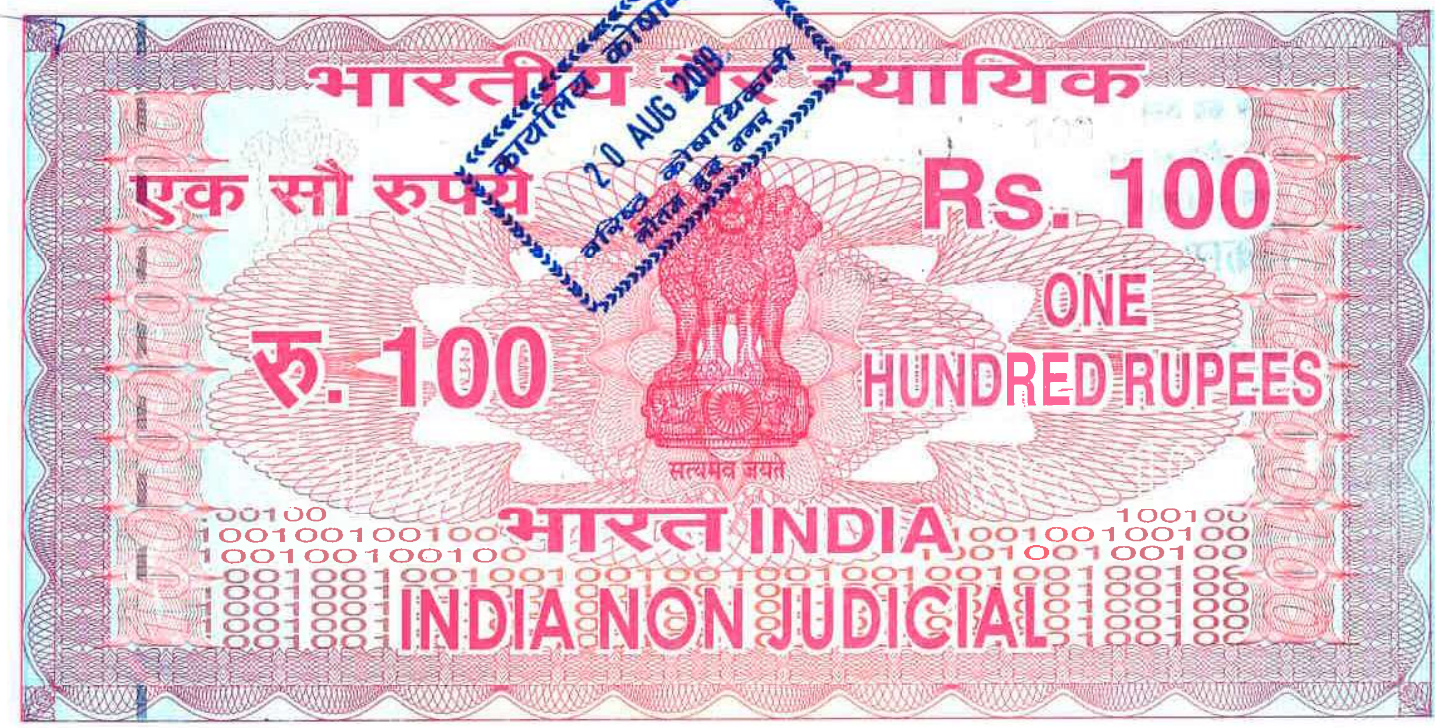
Accepted and agreed as above

AGRAWAL METAL WORKS PVT. LTD. BHIWADI

For Buyer: Agrawal Metal Works Pvt. Ltd

Name:

Designation:



उत्तर प्रदेश UTTAR PRADESH FC 991222

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 07 day of September, 2019, at NOIDA is made by and between:

GAIL (INDIA) LIMITED, (a Government of India undertaking), a company incorporated under the Companies Act, 1956 and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

AHRESTY INDIA PRIVATE LIMITED , a company / firm / proprietary concern / society constituted under the Companies Act, 1956 / Partnership Act / Societies Registration Act / Cooperative Societies Act / Statute having its Registered Office at **Plot No. 194, Sector-4, Phase-II Growth Center, Bawal,** in the state of **Haryana**, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
16.09.2019-15.09.2022	90	2300

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used for calculation of Fortnightly Overdrawn Quantity. The "**Fortnightly Overdrawn Quantity**" shall be the aggregate of the daily Authorized

Overdrawl quantity over a Fortnight after adjusting the under drawls by the Buyer in such Fortnight.

The Day(s) on which the overdrawn quantity is more than the 10% of the DNQ, for that Day, shall be excluded from the relevant Fortnight and the remaining Day(s) shall be used for calculation of Fortnightly Overdrawn Quantity.

In case the Fortnightly Overdrawn Quantity is positive (greater than zero), then the Fortnightly Overdrawn Quantity shall be charged at 120 % of the highest priced Gas (price of such Gas delivered into Seller's pipeline network) as declared by the Seller at that time plus all other charges including Taxes and Duties as applicable in terms of this Agreement.

(iv) The Seller shall have unrestricted right to curtail supplies to the Buyer in case of Unauthorized Overdrawl.

ARTICLE 6 - FACILITIES

6.1 On or prior to the Initial Supply Date, the Parties shall ensure the readiness of their respective facilities to deliver and receive Gas under this Agreement.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **Four to Five (4 to 5)** Bar(a) **(on best Endeavor basis)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

ARTICLE 8 - QUALITY

8.1 Gas to be delivered under this Agreement shall be delivered at the Delivery Point in accordance with the specifications provided at Clause 3.2 of STCGS.

ARTICLE 9 - PRICE

9.1 The Price for Gas

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

AJANTA CHEMICAL INDUSTRIES

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 02/04/2018

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

SGale

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.09.2018 To 31.12.2022	137.00 MMBTU (One Three Seven point zero zero MMBTU Only)	3500.00 SCMD (Three Thousand Five Hundred SCMD Only)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

For Ajanta Chemical Industries

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} -(g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Ajanta Chemical Industries

Authorised Signatory

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

GAIL (INDIA) LIMITED
Jaipur Zonal Office
Vidhyadhar Nagar, JAIPUR

Name: Ashish A Gupta
Title : Zonal General Manager
Company: **GAIL (India) Ltd**

By:

For Ajanta Chemical Industries
Authorised Signatory

Name: Amit Bhardwaj
Title : Partner
Company : **Ajanta Chemical Industries**

Witness:

1.

2.

Witness:

1.

2.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

GAIL/JZO/RLNG/Side Letter/Add Qty/Ajanta Chemical/2020 **19/11/2020**

To,

Sh. Amit Bhardwaj
Ajanta Chemical Industries,
Plot no. 812/E-9 to 12,
RIICO Industrial Area,
Bhiwadi-301019

Subject: Side letter to Gas Sales Agreement dated 02/04/2018 between GAIL (India) Limited ("Seller") and Ajanta Chemical Industries (Buyer).

Dear Sir,

This refers to the Gas Sales Agreement dated **02/04/2018** between **GAIL (India) Limited** ("Seller") and M/s **Ajanta Chemical Industries** ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 1470 SCMD (58 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1470 SCMD (58 MMBTU per day) of RLNG for the period starting from 01/12/2020 till 31/12/2022.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 1470 SCMD (58 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1470 SCMD (58 MMBTU per day) of RLNG for the period starting from 01/12/2020 till 31/12/2022. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 21/09/2018 to 28/02/2019	137	0.00350
From 01/03/2019 to 30/11/2020	333	0.00850
From 01/12/2020 to 31/12/2022	391	0.00997

पंजीकृत कार्यालय : 16, भीकाएजी कामा प्लेस, आर.के. पुरम, नई दिल्ली – 110066
दूरभाष : +91 11 26182955 फैक्स : +91 11 26185941
Corp. Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066
Phone : +91 11 26182955 Fax : +91 11 26185941
सीआईएन/CIN
www.gailonline.com

The Price of the Gas for the additional quantity 1470 SCMD (58 MMBTU/day) of RLNG to be taken during the period (01/12/2020-31/12/2022) shall be pursuant to **Price Side letter dated 19.11.2020**

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **02/04/2018** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

Zonal Executive Director

Accepted and agreed for Ajanta Chemical Industries

For Ajanta Chemical Industries

Partner

For Buyer: **Ajanta Chemical Industries**
Name: AMIT BHARDWAJ
Designation: PARTNER

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

AJANTA SOYA LIMITED

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 16/08/2017

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
16.08.2017 To 15.08.2022	**165.00 MMBTU (One Hundred and Sixty Five Only**	**4200.00 SCMD (Four Thousand Two Hundred Only)**

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over

Ashish Anand Gupta / GM (Marketing) / GAIL (INDIA) LIMITED / Jaipur Zonal Office / Vidhyadhar Nagar, JAIPUR

For GAIL

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not more than 6 KG/Cm ^{2} (g) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ashish .A. Gupta
Title : General Manager (Marketing)
Company : GAIL (India) Ltd

आशिष अग्रवाल गुप्ता / Ashish Agrawal Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

Witness:

1. (Shailesh Sunagar)

2. (C.S. Madan)

By:

Name: Arun Tyagi
Title : Plant Head
Company : **Ajanta Soya Limited**

Witness:

1. (Nishkarsh Vashishtha)

2. Ganesh
Ganesh Sharma

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम - महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आंचलिक कार्यालय
सेक्टर- 6, विद्याधर नगर, जयपुर- 302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Side Letter

GAIL/JZO/RLNG/SIDE LETTER/Ajanta Soya/2021 **22/10/2021**

To,

Plant Head,
Ajanta Soya Limited,
SP-916, Phase-III, RIICO Industrial Area,
Bhiwadi Distt. Alwar, Rajasthan-301705

Kind Attention: **Mr. Arun Tyagi**

Subject:Side Letter to Gas Sales Agreement dated 16/08/2017 between GAIL (India) Limited ("Seller") and M/s Ajanta Soya Limited ("Buyer").

Dear Sir,

This refers to the Gas Sales Agreement dated **16/08/2017** between GAIL (India) Limited **("Seller")** and **M/s Ajanta Soya Limited ("Buyer")** for supply of Regasified LNG (RLNG) to the Buyer's plant located at **Bhiwadi, Rajasthan**, hereinafter referred to as the "Agreement".

Clause-I

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for supply of additional **6700 SCMD (263 MMBTU per day)** of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional **6700 SCMD (263 MMBTU per day)** of RLNG for the period starting from **16/11/2021 to 31/12/2026.**

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional **6700 SCMD (263 MMBTU per day)** of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional **6700 SCMD (263 MMBTU per day)** of RLNG for the period starting from **16/11/2021 to 31/12/2026,** Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below :

For AJANTA SOYA LTD.

Arun Tyagi
Authorised Signatory

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 16/08/2017 to 31/12/2018	165	0.0042
From 01/01/2019 to 30/11/2021	125	0.0032
From 16/11/2021 to 31/12/2026	388	0.009896

Clause-II

The Price applicable during the Term of the Agreement i.e.16/11/2021 to 31/12/2026 for Additional volume of 263 MMBTU per day will be as per the Price Side Letter No.GAIL/JZO/RLNG/PRICE SIDE LETTER/HH/Ajanta Soya/2021 dated 22/10/2021.

Clause-III

1. Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

2. Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement, and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **16/08/2017** to the Buyer's plant located at **Bhiwadi, Rajasthan.**

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

Name: Rajendra Kumar

Designation: CGM (Mktg)

Accepted and agreed as above
For AJANTA SOYA LTD.

For Buyer: Ajanta Soya Limited
Arun Tyagi
Authorised Signatory

Name: ARUN TYAGI

Designation: G.M. (Admin)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

APM INDUSTRIES LIMITED (UNIT ORIENT SYNTEX)

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 09/04/2018

For APM Industries Ltd.
(UNIT-ORIENT SYNTEX)

K.K. Kaushik
DY-GM (Legal & IR)

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.09.2018 To 31.12.2022	196.00 MMBTU (One Nine Six point zero zero MMBTU Only)	5000.00 SCMD (Five Thousand SCMD Only)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or

For APM Industries Ltd.
(UNIT-ORIENT SYNTEX)
K.K. Kaushik
DY-GM (Legal & IR)

Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} (g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For APM Industries Ltd.
(UNIT-ORIENT SYNTEX)

K.K. Kaushik
DY-GM (Legal & IR)

Shah

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ashish Anand Gupta
Title : General Manager (Marketing)
Company : GAIL (INDIA) LIMITED

By:

For APM Industries Ltd.
(UNIT-ORIENT SYNTEX)

K.K. Kaushik

Name: Hari Ram Sharma, GM (Legal & IR)
Title : Managing Director
Company : **APM INDUSTRIES LIMITED (Unit Orient Syntex)**

Witness:

1. Hrishikesh Vashishtha

2. UDAY BHAN

Witness:

1.

2.

For APM Industries Ltd.
(UNIT-ORIENT SYNTEX)

K.K. Kaushik
DY-GM (Legal & IR)

Shila

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

ARVIND PRESS CAPS LTD.

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

For Arvind Press Caps Ltd.

Authorised Signatory

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लि./GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Arvind Press Caps Ltd.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

Ranjan Dwivedi
Dy. General Manager (Mktg.)
GAIL (India) Ltd.
Jaipur Zonal Office
Vidhyadhar Nagar, Jaipur

For Arvind Press Caps Ltd.

By:

Authorised Signatory

Name: **Sh. V.B. Mathew**

Title : **Arvind Press Caps Ltd.**

Witness:

1. (Shailesh Sunagar)

2. (C.S. MADAN)

Witness:

1. (Balpreet Bay)

2. Ganesh

Ganesh

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

27th June, 2018

GAIL/JZO/HH Price Side Letter/2018 / Arvind Press Caps Limited

To,

M/s Arvind Press Caps Limited
E-337 & E-346, RIICO Industrial Area,
Bhiwadi -301019
Kind Attn.: **Sh. B K Chokhani**
Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Arvind Press Caps Limited ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. Periods for Sale and Purchase

In Article 3.1,

e-mail :

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This Side Letter –"EXT" is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 01/02/2018.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

GAIL (India) Limited JAIPUR

Yours faithfully,

for

(Ashish A Gupta)
Zonal General Manager

Accepted as above:
For and on behalf of **Arvind Press Caps Limited**

For Arvind Press Caps Ltd.

(Authorized Signatory)
Authorised Signatory

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Ref: GAIL/JZO/Arvind Press Caps/2021

20.01.2021

To,
Arvind Press Caps Limited,
E-337 & E-346,
RIICO Industrial Area,
Bhiwadi -301019

SUB: Side Letter dated 20.01.2021 to Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited (Seller) and Arvind Press Caps Limited (Buyer).

This side letter refers to the Gas Sales Agreement dated 11/09/2014 between **GAIL (India) Limited** ("Seller") and **Arvind Press Caps Limited** ("Buyer") (hereinafter together referred to as the "Agreement") for supply of Gas to the Buyer.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 250 SCMD (10 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 250 SCMD (10 MMBTU per day) of RLNG for the period starting from 01/02/2021 till 31/12/2022.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 250 SCMD (10 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 250 SCMD (10 MMBTU per day) of RLNG for the period starting from 01/02/2021 till 31/12/2022. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 31/01/2021	71	0.001800
From 01/02/2021 to 31/12/2022	81	0.002050

The Price of the Gas for the additional quantity 250 SCMD (10 MMBTU/day) of RLNG to be taken during the period (01/02/2021-31/12/2022) shall be pursuant to **Price Side letter dated 20.01.2021.**

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail. This Side Letter shall come into force from **01/02/2021** for additional quantity of **10 MMBTU/Day.**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **11/09/2014** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Accepted and agreed as above
For Arvind Dress Caps Ltd.

Authorised Signatory

For Buyer: **Arvind Dress Caps Limited**
Name: Mr. Ajay Mathur
Designation: C.E.O

Signature..... Kanika
ACC Name - Kanika Aggarwal ACC Code - UP14013804
ACC Add - Noida - Mobile - 9650729979
License No. 180/2020, Tehsil & District - G.B. Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-UP99715075074572T**
Certificate Issued Date	:	05-Jul-2021 12:39 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804873934752896T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This Agreement is made on the Day of July 2021 at **Noida (U.P)**

BETWEEN:

GAIL (India) Limited (formerly known as Gas Authority of India Limited), a company incorporated under the Companies Act, 1956 having its registered office at **GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, Ring Road, New Delhi 110 066 India**, hereinafter referred to as "SELLER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns) of the first part

AND

Adani Gas Limited, a Company/Firm/Proprietary Concern/Society/Statutory Body incorporated under [the Companies Act, 1956/Partnership Act/ Societies Registration Act/Cooperative Societies Act/Statute] having its registered office/Headquarters at **Adani House, Near Mithakhali Circle, Navrangpura, Ahmedabad – 380009, Gujarat, India**, hereinafter referred to as "BUYER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns) of the second part

Parties of the first and second part are individually referred to as a "**Party**" and collectively referred to as the "**Parties**"

GAIL (India) Limited ★ (Marketing-Zonal NCR) Noida ★ Zonal Ch. General Manager

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at **GAIL Terminal at Neemrana, Rajasthan** Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure of **19-25 Kg/Cm^2 (g)** at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have

unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.008940 (Zero point Zero Zero Eight Nine Four Zero) Million Standard Cubic Meters per Day (MMSCMD).**

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of NIL Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

Signature.....Kanika
ACC Name - Kanika Aggarwal ACC Code - UP14013804
ACC Add - Noida - Mobile - 9560239378
License No.- 130/2020, Tehsil & Distric - G.B. Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

सत्यमेव जयते

e-Stamp

Certificate No.	:	IN-UP99705902324510T
Certificate Issued Date	:	05-Jul-2021 12:36 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804874094133624 10T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This Agreement is made on the Day of July 2021 at **Noida (U.P)**

BETWEEN:

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AND

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Parties of the first and second part are individually referred to as a "**Party**" and collectively referred to as the "**Parties**"

GAIL (India) Limited ★ (Marketing-Zonal NCR) Noida ★ Zonal Ch. General Manager

GAIL/NCRZO/MKTG/APM GSTA/AGL NUH&PALWAL/2021

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at **GAIL's Terminal, Chainsa, Faridabad, Haryana till P/L connectivity completes at CGS Sikri (near SV-1, Sikri) on CJHPL.** Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article** 7 hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure of **25 (Twenty-Five) Kg/Cm^2** at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering

Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ) of 0.033971 (Zero point Zero Three Three Nine Seven One) Million Standard Cubic Meters per Day (MMSCMD).**

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of NIL Million Standard Cubic Meters per Day (MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

A.V. INFRAPROJECTS PRIVATE LIMITED

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Received

Dated: 21/10/2014

For A.V. Infraprojects Pvt. Ltd.

Director

Ranjan Dwivedi
Dy. General Manager (Mktg.)
GAIL (India) Ltd.
Jaipur Zonal Office

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at GCV of 9880 kcal/SCM)
01.04.2018 To 31.12.2019	196.00 (One Hundred Ninety Six MMbtu)	5000.00 (Five Thousand SCMD)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विंध्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For A.V. Infraprojects Pvt. Ltd

Director

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For A.V. Infraprojects Pvt. Ltd.
Director

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इण्डिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Witness:

1. Shaikh Sunagar
(Shaikh Sunagar)

2. C Madaan
(C.S. MADAN)

By: For A.V. Infraprojects Pvt. Ltd. Director

Name: **Sh. Nitin Gupta**

Title: **A.V. Infraprojects Private Ltd**

Witness:

1. (K.B. Saxena)

2. Ganesh
Ganesh Sharma

Signature Vineet
(Name - Dinesh Agarwal) (SC Code-UP14014904)
(SC Add - Noida) (9711361159)
License No. - 161/2020, Tehsil & Distt. G.B. Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-UP86240612730320T**
Certificate Issued Date	:	30-Dec-2021 01:32 PM
Account Reference	:	NEWIMPACC (SV)/ up14014904/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP140149046302569079767 4T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

----------Please write or type below this line----------

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 27th day of January, 2022, at Noida is made by and between:

GAIL (INDIA) LIMITED, (a Government of India undertaking), a company incorporated under the Companies Act, 1956 and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

Caparo Maruti Limited, a company constituted under the Companies Act, 1956 having its Registered Office at **1007 – 1010, 10th Floor, Kailash Building, 26 Kasturba Gandhi Marg New Delhi-110001** in the state of **Delhi**, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

CAPARO MARUTI LTD. Gurgaon

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.02.2022-31.01.2027	20	510.121

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used for calculation of Fortnightly Overdrawn Quantity. The "**Fortnightly Overdrawn Quantity**" shall be the aggregate of the daily Authorized Overdrawl quantity over a Fortnight after adjusting the under drawls by the Buyer in such Fortnight.

CAPARO MARUTI LTD. Gurgaon

The Day(s) on which the overdrawn quantity is more than the 10% of the DNQ, for that Day, shall be excluded from the relevant Fortnight and the remaining Day(s) shall be used for calculation of Fortnightly Overdrawn Quantity.

In case the Fortnightly Overdrawn Quantity is positive (greater than zero), then the Fortnightly Overdrawn Quantity shall be charged at 120 % of the highest priced Gas (price of such Gas delivered into Seller's pipeline network) as declared by the Seller at that time plus all other charges including Taxes and Duties as applicable in terms of this Agreement.

(iv) The Seller shall have unrestricted right to curtail supplies to the Buyer in case of Unauthorized Overdrawl.

ARTICLE 6 - FACILITIES

6.1 On or prior to the Initial Supply Date, the Parties shall ensure the readiness of their respective facilities to deliver and receive Gas under this Agreement.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than Two to Three (2 to 3) Bar(a)** on Best Endeavour Basis (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

ARTICLE 8 - QUALITY

8.1 Gas to be delivered under this Agreement shall be delivered at the Delivery Point in accordance with the specifications provided at Clause 3.2 of STCGS.

ARTICLE 9 - PRICE

9.1 The Price for Gas

(a) The Price which Buyer shall pay for quantities of Gas to be sold and purchased during Contract Period, shall be as set out in the Price Side Letter, which shall form an integral part of the Agreement. (The Price Side Letter shall be executed separately).

CAPARO MARUTI LTD. Gurgaon

CAPARO MARUTI LTD. Gurgaon

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP110020422273040T
Certificate Issued Date	:	19-Jul-2021 04:38 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP140138040990717195322 7T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

GAIL (INDIA) LIMITED NOIDA NCR ZONAL OFFICE

----------Please write or type below this line----------

GAS SALES AGREEMENT

This Gas Sales Agreement dated as of 18th day of August 2021, (this "**Agreement**") at Noida is made by and between:

GAIL (INDIA) LIMITED, (CIN L40200DL1984GOI018976): a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **ONE PART**;

AND

CAPARO POWER LIMITED, (CIN U40101DL2008PLC219872) a company constituted under the Companies Act, 1956 having its Registered Office at 1007 – 1010, 10th Floor, Kailash Building 26 Kasturba Gandhi Marg New Delhi Central Delhi - 110001 (hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **OTHER PART**.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
First Contract Year* **20.08.2021-31.12.2021**	**268**	0.051	2000
Last Contract year **01.01.2022-31.12.2022**	**730**	0.051	2000

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the Downward Flexibilities Quantities then outstanding (such quantity requested in a Contract Year, the "**Make Good Gas**").

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **in the range of 6 to 15 (six to fifteen) Bar(a) (on Best Endeavour basis) (the "Delivery pressure")**

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

AMTEK INDIA LIMITED (UNIT-II) name changed to Cortex Technologies Ltd (Unit 2)

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Amtek India Ltd. (Sapphire)

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi By:

For Amtek India Ltd. (Sapphire)

Name: Ranjan Dwivedi Name: Sh. Mahesh Adhana **Authorised Signatory**

उप महा प्रबंधक / Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Title: GAIL (India) Limited Title : AMTEK INDIA LTD. (UNIT -II)

Witness: Witness:

1. (Shailesh Sunagar) 1. (Balpreet Kaur)

2. (C.S. MADAN) 2. Ganesh

Ganesh

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

28th June, 2018

GAIL/IZO/HH Price Side Letter/2018 / Castex Technologies Ltd. (Unit - II)

To,

Castex Technologies Ltd. (Unit - II)
SP (A) 1195, RIICO Ind. Area, Phase-IV,
Bhiwadi, Distt. Alwar, Rajasthan-301019

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Castex Technologies Ltd. (Unit - II) ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 3.1,

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2238347, 2238617, 2238698 Fax : 0141-2238374
निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011- 26185941

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 10/01/2018.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)

Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Accepted as above:
For and on behalf of M/s **Castex Technologies Ltd. (Unit - II)**

For Castex Technologies Limited

(Authorized Signatory)

Authorised Signatory

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

AMTEK INDIA LIMITED (UNIT-III)

name changed to Cantex Technologies Ltd (Unit 3)

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

for AMTEK INDIA LIMITED
Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature of zero degrees Celsius (0°C).

for AMTEK INDIA LIMITED

Authorised Signatory

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

for AMTEK INDIA LIMITED

By: रंजन द्विवेदी/Ranjan Dwivedi By: Authorised Signatory

उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Name: **Ranjan Dwivedi** Name: **Sh. Vijay Kumar Tyagi**

Title: **GAIL (India) Limited** Title: **AMTEK INDIA LIMITED (UNIT-III)**

Witness:

1. (Shailesh Sunagar)

2. (C.S.MADAN)

Witness:

1. Santosh Kr. Mishra
C/o - AMTEK INDIA UNIT-III
BHIWADI, ALWAR

2. VIJAY SINGH
C/o - AMTEK INDIA UNIT-III
BHIWADI, ALWAR

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL Bhawan
Jaipur Zonal Office
Sector-6, Vidhyadhar Nagar, Jaipur-302039

फोन/Phone : 0141-2230347, 2230617, 2230696

GAIL/JZO/DCQ/2020 /Castex-III /EXT

10.06.2020

To
M/s Castex Technologies Limited (III)
SP (A)-502, RIICO Industrial Area,
Bhiwadi, Rajasthan

Subject: Side Letter to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited (Seller) and M/s Castex Technologies Limited (Unit-III) (Buyer) for supply of RLNG at Buyer's Facilities at Bhiwadi, Rajasthan.

Dear Sir,
This has reference to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited "Seller" and M/s Castex Technologies Limited (Unit-III) "Buyer" for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Bhiwadi, hereinafter referred to as "Agreement". The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as "Parties".

WHEREAS:

A. **Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.**

B. **Basic Term of the Agreement was up to 31/12/2022.**

C. **Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.**

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2023 and shall remain in force for a period up to 30/06/2026 i.e. 06:00 Hrs of 01/07/2026.

2. **This Side Letter –"EXT" is effective from 01/07/2020 till 30/06/2026 for supply of RLNG and forms a part of the Agreement.**

3. **The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 10/06/2020.**

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Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction 39 MMBTU per day of RLNG and the Seller has considered the request of the Buyer and agreed to reduce 39 MMBTU per day of RLNG.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(In MMBTU)	(in MMSCMD)
From 01/04/2018 to 15/06/2018	39	0.001
From 16/06/2018 to 30/06/2020	78	0.002
From 01/07/2020 to 30/06/2026	39	0.001

Clause II:

The price applicable during the basic Term of the Agreement (From 01/07/2020- 31/12/2022) on the reduce quantity of Gas i.e. 39 MMBTU per day will be as per Price Side letter dated 01/02/2018.

The price applicable during the Term of the Agreement (From 01/01/2023- 30/06/2026) on the reduce quantity of Gas i.e. 39 MMBTU per day will be as per Price Side letter dated 10/06/2020.

Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

The Agreement and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at Bhiwadi. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

This Side Letter shall be effective from 01/07/2020 and shall remain in force till 30/06/2026 or as mutually agreed between the Parties.

For Seller : GAIL (India) Limited

Name : Jaideep Nigam
Designation : General Manager (Mktg.)

Accepted and agreed as above.

For CASTEX TECHNOLOGIES LIMITED
Authorised Signatory

For Buyer : Castex Technologies Limited (Unit-III)

Name : Vijayesh Kumar Singh
Designation : V.P (O)

V. K. Singh.

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उत्तर प्रदेश UTTAR PRADESH DC 877217

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 23rd day of May 2016, at Noida is made by and between:

GAIL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

CMR NIKKEI INDIA PRIVATE LIMITED, a company constituted under the Companies Act, 1956 having its Registered Office at **Village Tatarpur, Tehsil & Distt. Palwal, Haryana,** in the state of **Haryana**, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	**ACQ (BILLIONS BTU)**	**APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV**	**APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV**
[First Contract Year]* 01.06.2016 – 31.12.2016	12.527	0.0015	58.81
[Last Contract year] 01.01.2017 – 31.05.2017	8.822 [BBTU x No of Days in Last Contract Year /365]	0.0015	58.81

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **One to Two (1 to 2)** Bar(a) **(on best Endeavor basis)** (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0' C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 (one hundred and five) % of the DCQ and shall not be lower than 95 (ninety five) % of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the **"Maximum Change Rates"**) .

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

CONTINENTAL ENGINES LTD.

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 14/10/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For CONTINENTAL ENGINES LTD.
Authorised Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at GCV of 9880 kcal/SCM)
01.04.2018 To 31.12.2019	216·00	5500·00 SCMD

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:	By: For CONTINENTAL ENGINES LTD.
Name: Ranjan Dwivedi	Name: **Sh. Vijay Kumar Sinha** Authorised Signatory
Title: **GAIL (India) Limited**	Title : **Continental Engines Ltd.**
Witness:	Witness:
1. (C. S. MADAN)	1. (Siddhartha Majumder)
2. (Shailesh Sungar)	2. (Balpreet Kaur)

उप महा प्रबन्धक (मार्केटिंग) / Deputy General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर क्षेत्रीय कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL Bhawan
Jaipur Zonal Office
Sector-6, Vidhyadhar Nagar, Jaipur-302039

फोन/Phone : 0141-2230947, 2230617, 2230698

SIDE LETTER "EXT"

Ref: GAIL/JZO/2019/CONTINENTAL/EXT **02nd November, 2019**

Continental Engines Private Ltd.
SP-312, RIICO Industrial Area,
Bhiwadi

SUB: Side Letter dated 02/12/2019, to Gas Sales Agreement dated 14/10/2014, between GAIL (India) Limited (GAIL) and Continental Engines Private Ltd.

This refers to the Gas Sales Agreement dated 14/10/2014 between GAIL(India) Limited("Seller") and Continental Engines Private Limited("Buyer") for supply of Regasified LNG(RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 31/12/2019

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase

In Article 5.1

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 31/12/2019	314	0.008
From 01/01/2020 to 31/12/2025	314	0.008

The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2020 and shall remain into force for a period upto 31/12/2025 i.e. 06:00 hours of 01/01/2026

2. This Side Letter- **"EXT"** is effective from 01/01/2020 till 31/12/2025 for supply of RLNG and forms a part of Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD which shall be as per Price Side Letter dated **02/12/2019**.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **14/10/2014** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

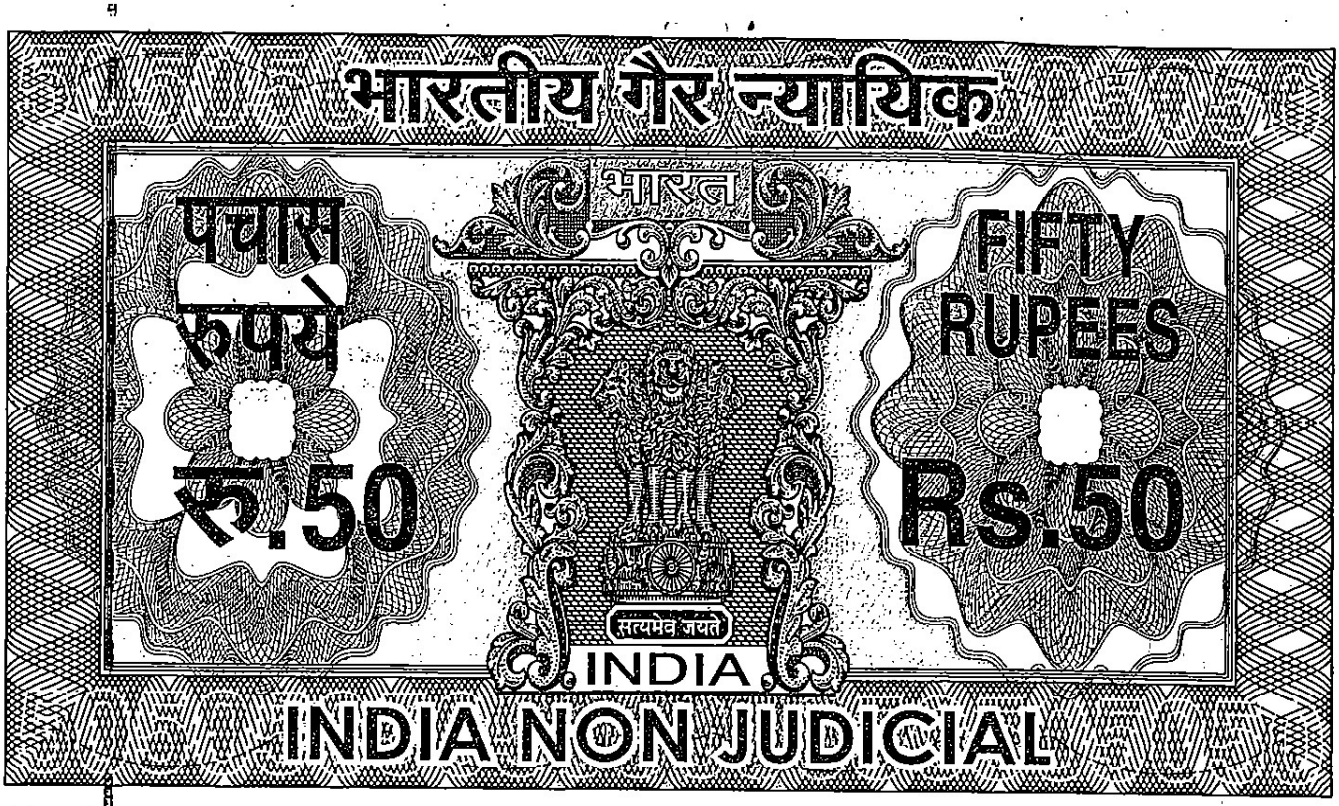
Yours faithfully,
For and On behalf of **GAIL (India) Limited**

(Jaideep Nigam)
Zonal General Manager (Marketing)

Accepted and agreed as above

For Buyer: **Continental Engines Private Ltd**
Name:
Designation:

CONTINENTAL ENGINES PVT. LTD. GURGAON



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GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

M/s DENSO HARYANA PVT. LTD.

AS BUYER

Dated: 30.03.2009.

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	99.98 including Earlier Make Up Gas – MMBTUs	0.01
[Other Contract Years]	134.87	0.01
[Last Contract year]	47.44 [BBTU x No of Days in Last Contract Year /365]	0.01

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than FOUR (4) Bar (a) (the "**Delivery Pressure**").

(d) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (O^0C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

AURONEXT PHARMA PVT LTD

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 20/11/2014

For Auronext Pharma Pvt. Ltd.

Authorised Signatory

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (मार्के.)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर ऑचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Auronext Pharma Pvt. Ltd.

Auth. Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 03 of this Agreement.

By:

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

For Auronext Pharma Pvt. Ltd.

By:

Auth. Signatory

Name: **Sh. Naveen Kumar Jain**

Title : **Auronext Pharma Pvt Ltd.**

Witness:

1. (Shailesh Suneyar)

2. (C.S. MADAN)

Witness:

1. (PRASHANT KUMAR)

2. SUMIT THALANI

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम - महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आंचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

GAIL/JZO/MKTG/Eugia/SL/2021

Date: 14.06.2021

To,
Eugia Pharma Specialities Limited
(Formerly known as Auronext Pharma Limited)
Plot A-1128, Phase III,
RIICO Industrial Area
Bhiwadi, Rajasthan

Sub: Side Letter dated 14.06.2021 to the Gas Sales Agreement (GSA) dated 20.11.2014 between GAIL & M/s Eugia Pharma Specialities Limited for supply of RLNG to its plant in Bhiwadi.

Dear Sir,

This **Side Letter** refers to the Gas Sales Agreement dated 20.11.2014 between **GAIL (India) Limited** ("**Seller**") and **Eugia Pharma Specialities Limited** formerly known as Auronext Pharma Limited ("**Buyer**") for supply of Gas to the Buyer, at the Buyers plant located at Bhiwadi, hereinafter referred to as "**Agreement**".

The Buyer has informed that there has been a change of name to **Eugia Pharma Specialities Limited** on 11.11.2020 and therefore, have requested for incorporation of the change of name in the agreement etc. After examination of the request and documents, in furtherance to buyer request to incorporate change in name as **Eugia Pharma Specialities Limited**, and in consideration of mutual covenants contained in the Agreement, following is hereby agreed to between the Parties which shall come into force from the date of signing of this side letter.

Clause-I
The preamble of Gas Sales Agreement dated 20.11.2014 is amended and substituted with following:

***M/s* Eugia Pharma Specialities Limited** *(CIN- U24297TG2013PLC087048), a company incorporated under the Companies Act, 2013 and having its registered office at Plot no.2, Maitrivihar, Ameerpet, Hyderbad-500038, Telangana (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns), hereinafter referred to as "BUYER" of the Second Part*

All other terms and conditions except the above shall remain unaltered and this **Side Letter dated 14.06.2021 of the Gas Sales Agreement dated** 20.11.2014 and side letters dated 15.07.2019 & 28.09.2020 forms an integral part and shall be binding between the Parties.

EUGIA PHARMA SPECIALITIES LIMITED BHIWADI

निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर.के. पुरम, नई दिल्ली - 110066
दूरभाष : +91 11 26182955 फैक्स : +91 11 26185941
Corp. Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066
Phone : +91 11 26182955 Fax : +91 11 26185941

सीआईएन/CIN
L40200DL1984GOI018976
www.gailonline.com

This Side Letter dated **14.06.2021** to the Gas Sales Agreement dated 20.11.2014 and side letters dated 15.07.2019 & 28.09.2020 shall be effective from the date of signing and shall remain in force till the Term of the Agreement or as mutually agreed between the Parties.

Thanking you.

For and on behalf of SELLER: **GAIL (India) Limited**

Name: Ravi Agarwal
Designation: ED (O&M- OIC JLPL) & ZNL ED
Date: 14.06.2021

Agreed and accepted as above.

For and on behalf of BUYER: **M/s Eugia Pharma Specialities Limited**

Name: Naveen Kumar Jain

Designation: Plant Head.

Signature of authorized BUYER representative

EUGIA PHARMA SPECIALITIES LIMITED
BHIWADI

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL Bhawan
Jaipur Zonal Office
Sector-6, Vidhyadhar Nagar, Jaipur-302039

फोन/Phone : 0141-2230347, 2230617, 2230698

Side Letter

GAIL/JZO/HH/ADD QTY/Auronext/2020 28/09/2020

To,

M/s Auronext Pharma Pvt. Ltd.
Plot A-1128, Phase III,
RIICO Industrial Area
Bhiwadi, Rajasthan.

Subject: Side Letter to Gas Sales Agreement dated 20/11/2014 between GAIL (India) Limited ("Seller") and M/s Auronext Pharma Pvt. Limited ("Buyer")

Dear Sir,

This refers to the Gas Sales Agreement dated 20/11/2014 between GAIL (India) Limited ("Seller") and M/s **Auronext Pharma Pvt. Limited** ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 5000 SCMD (196 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 5000 SCMD (196 MMBTU per day) of RLNG for the period starting from 16/10/2020 till 31/12/2022.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 5000 SCMD (196 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 5000 SCMD (196 MMBTU per day) of RLNG for the period starting from 16/10/2020 till 31/12/2022. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

BHIWADI * AURONEXT PHARMA PVT. LTD. *

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/01/2018 to 30/06/2018	55	0.0014
From 01/07/2018 to 31/07/2019	157	0.0040
From 01/08/2019 to 15/10/2020	196	0.0050
From 16/10/2020 to 31/12/2022	392	0.010

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 20/11/2014 to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,

For and On behalf of GAIL (India) Limited

Partha Jana
Zonal ED

For ... Pharma Pvt. Ltd.

Auth. Signatory

Accepted and agreed as above

For Buyer: **Auronext Pharma Pvt. Limited**
Name: N. K JAIN
Designation:

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

FCC CLUTCH INDIA PRIVATE LIMITED

AS BUYER

Dated: 28/04/2021

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
01/06/2021 till 31/12/2021	95.977 (nine five point nine seven seven)	0.012 (Zero point zero one two)
Other Contract Years	162.314 (one six two point three one four)	0.012 (Zero point zero one two)
Last Contract Year (31/12/2024)	162.785 (one six two point seven eight five)	0.012 (Zero point zero one two)

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the

For FCC CLUTCH INDIA PVT. LTD.
Authorised Signatory

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [redacted] (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

[This space is intentionally left blank]

For FCC CLUTCH INDIA PVT. LTD.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)

[redacted]

By:
Name: JAIDEEP NIGAM
Designation:
(Authorized Signatory of the Seller)

By:
Name:
Designation:
(Authorized Signatory of the Buyer)

For FCC CLUTCH INDIA PVT. LTD.

Authorised Signatory

WITNESSES:

1.

Name: Amit K Jain
Address: Jaipur

2.

Name: _____
Address: _____

1.

Name: AMIT MAHAJAN
Address: FCC CLUTCH INDIA PVT. LTD.

2.

Name: AJAY KUMAR SINGH
Address: FCC CLUTCH INDIA PVT. LTD.

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

FEATHER TOUCH CERAMICS (P) LTD.
AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर ऑचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Feather Touch Ceramics (P) Ltd.

Authorised Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at GCV of 9880 kcal/SCM)
01.04.2018 To 31.12.2019	196.00 (One Hundred Ninety Six)	5000.00 SCMD (Five Thousand SCMD)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

For Feather Touch Ceramics (P) Ltd.

Authorised Signatory

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Feather Touch Ceramics (P) Ltd.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: /Ranjan Dwivedi	By: For Feather Touch Ceramics (P) Ltd.
Name: **Ranjan Dwivedi**	Name: **Sh. Surpreet Singh** Authorised Signatory
Title: **GAIL (India) Limited**	Title : **Feather Touch Ceramics (P) Ltd.**
Witness:	Witness:
1. (Shailesh Sungaya)	1. TKS Mahndivatta
2. (C.S. MADAN)	2. (Balpreet Kaur)

General Manager (Mktg.)
गेल (इण्डिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
Vidyadhar Nagar, Jaipur

गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम-
महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking-
A Maharatna Company)

Ref: GAIL/JZO/2018/FEATHER

31st July, 2018

Feather Touch Ceramics Private Limited,
A-146 G, RIICO Industrial Area,
Bhiwadi, Rajasthan

Subject: Side Letter to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited (Seller) and **Feather Touch Ceramics Private Limited** (Buyer) for supply of RLNG at Buyer's Facilities at **A-146 G, RIICO Industrial Area, Bhiwadi, Rajasthan.**

Dear Sir,

This has reference to the Gas Sales Agreement dated **11/09/2014** between **GAIL (India) Limited "Seller"** and **Feather Touch Ceramics Private Limited "Buyer"** for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Bhiwadi, hereinafter referred to as **"Agreement"**. The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as **"Parties"**.

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31/12/2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2020 and shall remain in force for a period up to 31/12/2022 i.e. 06:00 Hrs of 01/01/2023.

For Feather Touch Ceramics (P) Ltd.

Director

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाजीजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

2. This Side Letter –"EXT" is effective from 01/08/2018 till 31/12/2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 30/07/2018.

Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction 110 MMBTU per day of RLNG and the Seller has considered the request of the Buyer and agreed to reduce 110 MMBTU per day of RLNG.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 31/07/2018	196	0.005
From 01/08/2018 to 31/12/2022	86	0.0022

Clause II:

The Price of Gas as mentioned in the Price Side Letter dated 30/07/2018 is applicable for the RLNG supplied on Firm basis w.e.f 01/01/2020 to 31/12/2022 under this Side Letter which forms an integral part of the Agreement.

Further, transportation charges shall continue to be applicable and shall be levied as mentioned in the Price Side Letter dated 30/07/2018. The Trunk line Transmission Charges as mentioned in clause 1.2(b) of the Price Side Letter are indicative and may be reviewed (upward or downward) as per the Petroleum and Natural Gas Regulatory Board (PNGRB) regulations and shall be payable by the Buyer to the Seller from the date of applicability of such revision.

Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

For Feather Touch Ceramics (P) Ltd.

Director

The Agreement and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at **Bhiwadi**. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

This Side Letter shall be effective from the date of signing and shall remain in force till 31/12/2022 or as mutually agreed between the Parties.

For Seller : GAIL (India) Limited

Name : **Ashish Anand Gupta**
Designation : **Zonal General Manager**

ASHISH ANAND GUPTA
Manager (Marketing)
GAIL (India) LTD.
Vidhyadhar Nagar, Jaipur

Accepted and agreed as above.

For Buyer : Feather Touch Ceramics Private Limited
Name :
Designation :

For Feather Touch Ceramics (P) Ltd.
Director

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HARYANA CITY GAS DISTRIBUTION(BHIWADI) LIMITED

AS BUYER

Dated: 08/10/2021

Original Agreement copy Recieved
Name- Gaurav Singh
Mob- 9582261822
14/10/21

For .HARYANA CITY GAS DISTRIBUTION (BHIWADI) LIMITED

Authorised Signatory

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROX AVERAGE DAILY QUANTITY in MMBTU/Day
13/10/2021 till 31/12/2021	80.000	0.02550 (zero point zero two five five zero)	1000
01/01/2022 till 31/12/2023	345.000	0.02550 (zero point zero two five five zero)	1000
01/01/2024 till 31/12/2024	346.000	0.02550 (zero point zero two five five zero)	1000
01/01/2025 till 31/12/2026	345.000	0.02550 (zero point zero two five five zero)	1000

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the Downward Flexibilities Quantities then outstanding (such quantity requested in a Contract Year, the "**Make Good Gas**").

For ,HARYANA CITY GAS DISTRIBUTION (BHIWADI) LIMITED
Authorised Signator

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure upto a maximum of 17 Bar (a) (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

For HARYANA CITY GAS DISTRIBUTION (PRIVATE) LIMITED

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (INDIA) LIMITED (SELLER)

By:
Name: Rajendra Kumar
Designation: CGM (MKTG)

राजेन्द्र कुमार / RAJENDRA KUMAR
मुख्य महाप्र... (विपणन) / Chief General Manager (Marketing)
गेल (इण्डिया) लिमिटेड / GAIL (India) Limited
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, Jaipur

WITNESSES:

1.

Name: Ravdeep Nain
Address: GAIL (India) Ltd. Jaipur

2.

Name: Amit K Jain
Address: GAIL (J) Ltd. Jaipur

HARYANA CITY GAS DISTRIBUTION (BHIWADI) LIMITED (BUYER)

For ,HARYANA CITY GAS DISTRIBUTION (BHIWADI) LIMITED

Authorised Signatory

By:
Name: Akhender Singh Khatkal
Designation: CEO

1.

Name: Gaurav Singh
Address: NCG, Bhiwadi

2.

Name:
Address:

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Ref: GAIL/JZO/ HCGDBL /Add Qty/2021 **26.11.2021**

To,
Haryana City Gas Distribution (Bhiwadi) Limited,
A-107, Sushant Lok-I, Gurugram,
Haryana-122002

SUB: Side Letter dated 26.11.2021 to Gas Sales Agreement dated 08.10.2021, between GAIL (India) Limited (Seller) and Haryana City Gas Distribution (Bhiwadi) Limited (Buyer)

This side letter refers to the Gas Sales Agreement dated 08.10.2021 between GAIL (India) Limited ("Seller") and Haryana City Gas Distribution (Bhiwadi) Limited ("Buyer") (hereinafter together referred to as the "Agreement") for supply of Gas to the Buyer.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional quantity 21680 SCMD (850 MMBTU per day) of RLNG w.e.f 01/12/2021 & further additional quantity of 16570 SCMD (650 MMBTU/day) w.e.f 01/01/2022 and the Seller has considered the request of the Buyer and agreed to supply additional quantity of 21680 SCMD (850 MMBTU per day) of RLNG for the period starting from 01/12/2021 till 31/12/2026 & further additional quantity of 16570 SCMD (650 MMBTU per day) of RLNG for the period starting from 01/01/2022 till 31/12/2026 .

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional quantity of 21680 SCMD (850 MMBTU per day) of RLNG w.e.f 01/12/2021 & further additional quantity of 16570 SCMD (650 MMBTU/day) w.e.f 01/01/2022 and the Seller has considered the request of the Buyer and agreed to supply additional quantity of 21680 SCMD (850 MMBTU per day) of RLNG for the period starting from 01/12/2021 till 31/12/2026 & further additional quantity of 16570 SCMD (650 MMBTU per day) of RLNG for the period starting from 01/01/2022 till 31/12/2026.

Accordingly, the Article 6.1 of the Agreement shall stand revised and read as below:

Contract Year	ACQ (Billion BTU)	Approximate Average Daily Volume (MMSCMD) @ 9880 Kcal/SCM GCV	Approx. Daily average in MMBTU/day
13/10/2021 till 30/11/2021	49.000	0.025500 (zero point zero two five five zero zero)	1000
01/12/2021 till 31/12/2021	57.350	0.047180 (zero point zero four seven one eight zero)	1850
01/01/2022 till 31/12/2023	862.500	0.063750 (zero point zero six three seven five zero)	2500
01/01/2024 till 31/12/2024	865.000	0.063750 (zero point zero six three seven five zero)	2500
01/01/2025 till 31/12/2026	862.500	0.063750 (zero point zero six three seven five zero)	2500

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail. This Side Letter shall come into force from 01/12/2021.The price applicable for additional quantity will be as per side letter dated 08/10/2021.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **08/10/2021** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name: Rajendra Kumar
Designation: CGM(Mktg)

Accepted and agreed as above

For Buyer: **Haryana City Gas Distribution (Bhiwadi) Limited**

Haryana City Gas Distribution (Bhiwadi) Limited

Name: M S Khokhar
Designation: COO

Authorised Signatory

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HARYANA CITY GAS DISTRIBUTION LIMITED

AS BUYER

Dated: 16.01.2019

For Haryana City Gas Distribution Ltd.

Authorised Signatory

For Haryana City Gas Distribution Ltd.

Authorised Signatory

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	Period	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROX AVERAGE DAILY In MMBTU/Day
2019	**As mentioned in the side letter dated 16.01.2019**			
2020				
2021-2023				
Last Contract year 2024				

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the Downward Flexibilities Quantities then outstanding (such quantity requested in a Contract Year, the "**Make Good Gas**").

(ii) Subject to the Seller's Operational Flexibility, if the Buyer makes a request for a quantity of Make Good Gas, such quantity shall be added to the ACQ for determining the AACQ.

(iii) The Buyer shall take delivery of all Downward Flexibility Quantities outstanding by the end of the Last Contract Year.

For Haryana City Gas Distribution

Authorised Signatory

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure upto a maximum of 17 Bar (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

For Haryana City Gas Distribution Ltd.

Authorised Signatory

and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (INDIA) LIMITED (SELLER)

By:
Name: Sh. P.S.Kinchi
Designation Zonal Chief General Manager

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
आंचलिक महाप्रबंधक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
जयपुर/Jaipur विद्याधर नगर/Vidhyadhar Nagar, Jaipur

HARYANA CITY GAS DISTRIBUTION LIMITED
(BUYER)

By:
Name: For Haryana City Gas Distribution Ltd.
Designation: CEO

Authorised Signatory

WITNESSES:

1.

Name: FAISAL HODA
Address: GAIL, JZO

2.

Name: Nishkalsh Vashishtha
Address: GAIL, JZO

1.

Name: _____
Address: _____

2.

Name: _____
Address: _____

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER A

Date: 16.01.2019

Ref: GAIL/JZO/ PFRLNG/HCGDL

To,

Haryana City Gas Distribution Limited,
A-107, Sushant Lok-I, Gurugram,
Haryana 122002

SUB: Side Letter A dated 16.01.2019 to Gas Sales Agreement dated 16.01.2019 between GAIL (India) Limited (Seller) and Haryana City Gas Distribution Limited (Buyer).

This **Side Letter** refers to the Gas Sales Agreement dated 16.01.2019 between **GAIL (India) Limited** ("**Seller**") and **Haryana City Gas Distribution Limited** ("**Buyer**") (hereinafter together referred to as the "**Agreement**") for supply of Gas to the Buyer.
Whereas the Buyer has requested the Seller, for sale and purchase of certain quantities of Gas/RLNG during Basic Term, that is mutually agreeable to the Parties.

Now, based upon mutual covenants and understanding, Buyer and Seller have agreed to the following amendments/additions to the Agreements:

Clause no. 1: Article no. 6.1

CONTRACT YEAR	ACQ (BILLIONS BTU)	Period	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROX AVERAGE DAILY In MMBTU/Day
2019	156.432	April	0.005	0
		May	0.0025	98
		June	0.0075	294
		July	0.0075	294
		August	0.0125	490
		September	0.0125	490

For Haryana City Gas Distribution Limited

Authorised Signatory

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011- 26185941

		October	0.0275	1078
		November	0.0275	1078
		December	0.0425	1666
2020	1082.095	Jan to Dec20	0.08	3137
2021	1352.619	Jan to Dec21	0.1	3921
2022	1352.619	Jan to Dec 22	0.1	3921
2023	1352.619	Jan to Dec23	0.1	3921
2024	352.86	Jan to Mar 24	0.1	3921

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

Each ACQ set forth in Article 6.1 shall be subject to operational flexibilities and available capacity at the Sellers facilities at Delivery Point.

This Side Letter forms an integral part of the Agreement and together with the Agreement represents the entire agreement between the Buyer and the Seller.

Capitalized terms used in this Side Letter but not defined herein shall have the same meaning as given to them in the Agreement.

Except for the terms and conditions mentioned in this Side Letter, all other terms and conditions of the Agreement including the Price Side Letter to the extent not contrary or inconsistent with the terms of this Side Letter shall be applicable.

GAIL (INDIA) LIMITED
(SELLER)

By:
Name: ASHISH ANAND GUPTA
Designation: Zonal Chief General Manager
(Authorized Signatory of the Seller)

आशीष आनन्द गुप्ता / ASHISH ANAND GUPTA
क्षेत्रीय महाप्रबंधक (विपणन) / Zonal GM (Marketing)
गैल (इंडिया) लिमिटेड / GAIL (India) Limited
जयपुर आँचलिक कार्यालय/ Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Haryana City Gas Distribution Limited
(BUYER)

For Haryana City Gas Distribution Ltd.

By:
Name:
Designation: Authorised Signatory
(Authorized Signatory of the Buyer)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

PRICE SIDE LETTER

Ref: GAIL/JZO/ PFRLNG/HCGDL

Date: 16.01.2019

To,
Haryana City Gas Distribution Limited,
A-107, Sushant Lok-I, Gurugram,
Haryana 122002

SUB: Price Side Letter dated 16.01.2019 to Gas Sales Agreement dated 16.01.2019 between GAIL (India) Limited (Seller) and Haryana City Gas Distribution Limited (Buyer).

This price side letter ("**Price Side Letter**") refers to the Gas Sales Agreement dated 16.01.2019 between **GAIL (India) Limited** ("**Seller**") and **Haryana City Gas Distribution Limited** ("**Buyer**") (hereinafter together referred to as the "**Agreement**") for supply of Gas to the Buyer. In consideration of mutual covenants contained in the Agreement and pursuant to Article 11.1(a) of the Agreement, the Seller and the Buyer hereby agree to supplement the Article 11.1 as follows:

1. Capitalized terms used in this Price Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. Unless otherwise provided herein, all references to Article numbers herein are to those of the Agreement.

2. The Price payable by the Buyer to the Seller for supply of RLNG shall consist of (a) ***Contract Price***; (b) ***Other Transmission Charges***; and (c) ***Taxes and Duties*** as detailed below.

2.1. Contract Price for the period - wef 01.04.2019 upto 31.03.2020:

The Contract Price payable by the Buyer to the Seller under the Agreement shall consist of the following elements/components:

a. Foreign Currency Component; and

b. INR Component.

Each of these elements/components is as follows:

a. Foreign Currency Component:

The Foreign Currency Component shall vary on monthly basis. The Foreign Currency Component (stated in USD/MMBTU and rounded off to four decimal places) shall be weighted average (FCCW) of FCC1 and FCC2. Value of FCCW shall be communicated by Seller to Buyer on monthly basis.

e-mail :

CIN : L40200DL1984GOI018976 **Website : www.gailonline.com**

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
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निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली - 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011- 26185941

For Haryana City Gas Distribution Limited

Authorised Signatory

FCCW will be computed in the following manner:

FCCW = 100% of FCC1 + 0% of FCC2.

Whereas:

(A) **FCC1** in respect of a Billing Period will be the sum of the (i) LNG Price, (ii) Shipping Charges plus applicable tax, (iii) Transit Insurance Rate plus applicable tax, and (iv) Customs Duty & Landing Charges for such Billing Period, subject to provisions in Clause 11.2 of the Agreement.

(i) **LNG Price:**

X) During the term of this Agreement, the LNG Price shall be calculated as of the first Day of every month, in accordance with the following formula:

LNG Price in USD/MMBTU = 115% x HH + US $3.50/MMBTU

Where:

A: "HH" denominated in USD per MMBTU shall be the arithmetic mean of NYMEX (M) for a period of twelve months prior to, and including, the delivery month.

NYMEX means the New York Mercantile Exchange.

NYMEX (M) is the final settlement price of Natural Gas (Henry Hub) Futures Contract for each month as published and made public by NYMEX.

For example: HH for the month of December, 2017 shall be the arithmetic mean of final settlement price of Natural Gas Henry Hub Futures Contracts namely January 2017, February 2017, March 2017, April 2017, May 2017, June 2017, July 2017, August 2017, September 2017, October 2017, November 2017 and December 2017 as published and made public by NYMEX.

Or

B: "HH" denominated in USD per MMBTU shall be the NYMEX (M) for the month that is immediately preceding to RLNG delivery month.

NYMEX means the New York Mercantile Exchange.

NYMEX (M) is the final settlement price of Natural Gas (Henry Hub) Futures Contract, for the month immediately preceding the delivery month, as published and made public by NYMEX.

For example: HH for the month of December, 2017 shall be the final settlement price of Natural Gas Henry Hub Futures Contracts for the month of November, 2017 as published and made public by NYMEX.

Buyer hereby confirms [A] for HH definition from A & B mentioned above. Further, Buyer may exercise option of switching between HH index definitions at "A" & "B" once during the entire term of the contract with one full calendar month advance notice to the Seller.

(ii) **Shipping Charges:**

(a) The Shipping Charges shall be the charges for transportation of LNG from LNG Facility outside India to Regasification Facility in India. The

For Haryana City Gas Distribution Limited

Authorised Signatory

Parties agree that the Shipping Charges applicable under this Agreement shall be **US$ 1.95/MMBTU**.

(b) Applicable Taxes and Duties will be charged on Shipping Charges as Per Para 2.3.

(c) Shipping Charges @ US$ 1.95 / MMBTU shall be applicable for a period of 10 years i.e. up till Dec'28. Beyond Dec'18, only in case of any upward revision in prevailing shipping charges of US$ 1.95 / MMBTU, Seller shall take consent of Buyer for such upward revision.

(iii) **Transit Insurance Rate:**

(a) Transit Insurance Rate (USD/MMBTU) shall be 0.08% of aggregate of LNG Price and Shipping Charges.

(b) Applicable Taxes and Duties will be charged on Transit Insurance Rate as Per Para 2.3.

(iv) **Customs Duty:**

Applicable Customs Duty shall be charged on the sum of LNG Price, Shipping Charges and Transit Insurance Rate.

2.2. Contract Price for the period - wef 01.04.2020 upto 31.03.2024:

The Contract Price payable by the Buyer to the Seller under the Agreement shall consist of the following elements/components:

c. Foreign Currency Component; and

d. INR Component.

Each of these elements/components is as follows:

b. Foreign Currency Component:

The Foreign Currency Component shall vary on monthly basis. The Foreign Currency Component (stated in USD/MMBTU and rounded off to four decimal places) shall be weighted average (FCCW) of FCC1 and FCC2. Value of FCCW shall be communicated by Seller to Buyer on monthly basis.

FCCW will be computed in the following manner:

FCCW = 70% of FCC1 + 30% of FCC2.

Whereas:

(B) **FCC1** in respect of a Billing Period will be the sum of the (i) LNG Price, (ii) Shipping Charges plus applicable tax, (iii) Transit Insurance Rate plus applicable tax, and (iv) Customs Duty & Landing Charges for such Billing Period, subject to provisions in Clause 11.2 of the Agreement.

(v) **LNG Price:**

X) During the term of this Agreement, the LNG Price shall be calculated as of the first Day of every month, in accordance with the following formula:

LNG Price in USD/MMBTU = 115% x HH + US $3.80/MMBTU

For Haryana City Gas Distribution Ltd.

Authorised Signatory

Where:

A: "HH" denominated in USD per MMBTU shall be the arithmetic mean of NYMEX (M) for a period of twelve months prior to, and including, the delivery month.

NYMEX means the New York Mercantile Exchange.

NYMEX (M) is the final settlement price of Natural Gas (Henry Hub) Futures Contract for each month as published and made public by NYMEX.

For example: HH for the month of December, 2017 shall be the arithmetic mean of final settlement price of Natural Gas Henry Hub Futures Contracts namely January 2017, February 2017, March 2017, April 2017, May 2017, June 2017, July 2017, August 2017, September 2017, October 2017, November 2017 and December 2017 as published and made public by NYMEX.

Or

B: "HH" denominated in USD per MMBTU shall be the NYMEX (M) for the month that is immediately preceding to RLNG delivery month.

NYMEX means the New York Mercantile Exchange.

NYMEX (M) is the final settlement price of Natural Gas (Henry Hub) Futures Contract, for the month immediately preceding the delivery month, as published and made public by NYMEX.

For example: HH for the month of December, 2017 shall be the final settlement price of Natural Gas Henry Hub Futures Contracts for the month of November, 2017 as published and made public by NYMEX.

Buyer hereby confirms [A] for HH definition from A & B mentioned above. Further, Buyer may exercise option of switching between HH index definitions at "A" & "B" once during the entire term of the contract with one full calendar month advance notice to the Seller.

(vi) **Shipping Charges:**

(d) The Shipping Charges shall be the charges for transportation of LNG from LNG Facility outside India to Regasification Facility in India. The Parties agree that the Shipping Charges applicable under this Agreement shall be **US$ 1.95/MMBTU**.

(e) Applicable Taxes and Duties will be charged on Shipping Charges as Per Para 2.3.

(f) Shipping Charges @ US$ 1.95 / MMBTU shall be applicable for a period of 10 years i.e. up till Dec'28. Beyond Dec'18, only in case of any upward revision in prevailing shipping charges of US$ 1.95 / MMBTU, Seller shall take consent of Buyer for such upward revision.

(vii) **Transit Insurance Rate:**

(c) Transit Insurance Rate (USD/MMBTU) shall be 0.08% of aggregate of LNG Price and Shipping Charges.

(d) Applicable Taxes and Duties will be charged on Transit Insurance Rate as per Para 2.3.

(viii) **Customs Duty:**

Applicable Customs Duty shall be charged on the sum of LNG Price, Shipping Charges and Transit Insurance Rate.

(C) **FCC2** in respect of a Billing Period will a price computed on the basis of below Formulae.

FCC2 (US $/MMBTU) = **13.95% x JCC_M Average**

a) Contract Price (FCC) shall be rounded to two (2) decimal places. For the relevant calendar month, the calculation of JCC_M, expressed in US Dollars per barrel and rounded to two (2) decimal places, shall be based on the value and quantities for the following categories:

b) Petroleum oils and oils obtained from bituminous minerals, crude Code No.: 270900100, 270900900 ("Crude Oils"), plus

Petroleum oils and oils obtained from bituminous minerals, other than Crude Oils ' Code No.: 27101 9162, 27 1019164, 27 1019166, 27 1019169, 27 1019172, 27 I 0 19 17 4, 27 l0 19 17 t hereinafter called "Raw Oils",

As specified in Japan Exports & Imports Monthly edited by Customs and Tariff Bureau, Ministry of Finance, Japan (currently available on Internet web-site http://www.customs.gojp/toukei/info/tsdl_e.htm1. If the above value and quantities are not available when JCC_M for a relevant calendar month is calculated, the value and quantities for categories equivalent to the above in Trade Statistics (detailed editions or, if the detailed editions is not available, provisional editions) announced by customs and Tariff Bureau, Ministry of Finance, Japan (currently available on Internet web-site http://www.customs.gojp/toukei/info/tsdl_e.htm) shall be used.

JCC_M shall be determined as follows and rounded to two (2) decimal places:

c) JCC_M: $(JCC_{(m-2)} + JCC_{(m-3)} + JCC_{(m-4)} + JCC_{(m-5)} + JCC_{(m-6)} + JCC_{(m-7)} + JCC_{(m-8)} + JCC_{(m-9)} + JCC_{(m-10)}$

d) After JCC_M has been determined for a calendar month, no adjustment shall be made in the calculation of the FCC on account of any difference between the value of any price or quantity of imported crude oil used in that determination and such value reflected in any subsequent edition of Japan Export and Imports Monthly.

e) Further, JCC_M shall be replaced with Dated Brent Index (**"B"**) with effect from the date notified by GAIL (Seller) to Customer (Buyer) in writing.

f) Accordingly, w.e.f. such date of notice from GAIL (Seller):

"B" shall mean an amount (in USD) equal to the simple arithmetic average of the Dated Brent Index for each of the 3 consecutive months immediately preceding (and excluding) the relevant calendar Month.

"Dated Brent Index" means, for a given month, the simple arithmetic average (expressed in US Dollars per barrel) of Dated Brent for each Quoted Day of such month.

For Haryana City Gas Distribution Ltd.

Authorised Signatory

"Dated Brent" mean, for a given Quoted Day, the simple arithmetic average of the high and low assessment prices (expressed in US Dollars per barrel) published in respect of such Quoted Day in Platts Oilgram Price report under the heading "Crude Price Assessments (USD per barrel)" under the "International" Section for the "Brent (DTD)" quotation.

"Quoted Day" means a day in respect of which high and low assessment prices are published in Platts Oilgram Price Report under the heading "Crude Price Assessments (USD per barrel)"under the "International" section for the "Brent (DTD)" quotation.

g) The above Contract Price (FCC) includes current Customs Duty and Surcharge thereon (@2.75%) + GST on shipping @ 0.5% of DES price. The FCC shall be revised to effect any revision in Customs Duty rate and GST on shipping in future.

b) INR Component:

The INR component of the Contract Price shall consist of:

(i) Regasification Charges;

(ii) Trunk line Transmission Charges; and

(iii) Marketing Margin.

Each of the above-referred elements of the INR component shall be calculated in the manner set forth below:

(i) Regasification Charges:

A. The Re-gasification Charges with effect from 1st January, 2019 shall be **Rs.49.29** per MMBTU exclusive of taxes at applicable rate.

B. Further, with effect from 1st January, 2020, on the first Day of January (including 1st January, 2020) of each Contract Year the Regasification Charges shall be subject to an annual escalation and accordingly shall stand increased by 5% (five percent) over the Regasification Charges applicable for the immediately previous Contract Year.

C. The above Regasification Charges are considering regasification of LNG imported by the Seller at Regasification Facility. However, Seller may get re-gasification of LNG done at any of the Regasification Facilities in India. In event of any change in the Regasification Facility, the Seller shall serve 2 (two) Days' advance notice to the Buyer, and the Regasification Charges payable by the Buyer shall be modified on the basis of regasification charges of the relevant terminal operator.

D. The Regasification Charges as indicated above by the Seller are exclusive of the applicable Taxes & Duties as provided in Para 2.3 of this Price Side Letter. The same shall be payable by the Buyer to the Seller subject to change in Law (including any change in

For Haryana City Gas Distribution Ltd.

Authorised Signatory

judicial/quasi-judicial interpretation or application of any Law) and shall be binding on the Buyer.

E. Any change in the Regasification Charges shall be reflected in the relevant Invoice and, if not already recovered under any prior Invoice, such amount shall be recovered as a debit or credit, as the case may be, in the immediately succeeding Invoice.

Trunk line Transmission Charges:

A) The Buyer shall pay to the Seller, the Trunk line Transmission Charges (Rupees per MMBTU) for transportation of Gas based on contractual path from the Regasification Facility to the Delivery Point in Buyer's premises and shall be the sum of following Trunk Line Transmission Charges-1 & 2 :-

Trunk Line Transmission Charges -1: The provisional initial unit natural gas Trunk Pipeline transmission charges of Rupees Fifty Nine and Paise Thirty Two per MMBTU (Rs.59.32/ MMBTU) (GCV basis) shall be payable by the Buyer.

Trunk Line Transmission Charges-2: The provisional initial unit natural gas Trunk Pipeline transmission charges of Rupees Seven and Paise Eighty Five only per MMBTU (Rs.7.85/ MMBTU) (GCV basis) shall be payable by the Buyer.

B) The Trunk line Transmission Charge as indicated above by the Gas Transporter are exclusive of the applicable Taxes & Duties as provided in Para 2.4 of this Price Side Letter. The same shall be payable by the Buyer to the Seller subject to change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) and shall be binding on the Buyer.

C) Any change in the Transmission Charges shall be reflected in the relevant Invoice and, if not already recovered under any prior Invoice, such amount shall be recovered as a debit or credit, as the case may be, in the immediately succeeding Invoice.

D) In the event there is a change in the Regasification Facility as notified by the Seller under Para 2.2(b)(i)C. above, the Trunk line Transmission Charges payable by the Buyer shall be modified on the basis of the contractual path from such reassigned Regasification Facility to the Delivery Point.

E) **Marketing Margin :**

For the period : wef 01.04.19 till 30.09.2019

A. Marketing Margin @ ***Rs. 6.84*** per MMBTU

For the period : wef 01.10.2019 onwards till Basic Term

For Haryana City Gas Distribution Ltd.

Authorised Signatory

B. Marketing Margin @ ***Rs. 13.68*** per MMBTU

shall be payable by the Buyer to the Seller.

C. With effect from 1st January 2020, on the first Day of January (including 1 January 2020) of each Contract Year the Marketing Margin shall be subject to an annual escalation and accordingly shall stand increased by 5% (five percent) over the Marketing Margin applicable for the immediately previous Contract Year.

2.3. Other Transmission Charges:

Buyer to pay in addition to the Contract Price, Other Transmission Charges consisting of (i) feeder line / regional network transmission charges of Rupees.Nil per MMBTU (Rs. Nil/MMBTU), and (ii) fixed monthly charges of Rupees Nil (Rs.Nil), wherever applicable, as charged by Gas Transporter in addition to the Trunk line Transmission Charges. The fixed monthly transmission charges, wherever applicable, will escalate at the rate of Nil% (Nil percent) per annum. Applicable Taxes and Duties will be charged on these charges as per Para 2.3.

2.4. Taxes and Duties:

The following provisions would be applicable to Para's 2.1 (a), (b) and 2.2 above:

(i) The Buyer shall be liable to pay all taxes, duties, imposts, charges, VAT, GST, cess or levies (including GST cost) by whatever name called and levied by Government Agency and Governmental Agency from time to time, with respect to the sale, supply transfer, transport, shipping, regasification, storage, treatment, handling or importation, as the case may be, of the LNG/Gas / R-LNG.

(ii) The applicable shipping related taxes and duties including withholding tax will be extra.

(iii) Any taxes/duties/statutory levies for which the Buyer is liable under this Para 2.3 or the Agreement but which may have been paid by the Seller shall be reimbursed by the Buyer together with applicable interest as provided in the Agreement for the Payment Default Period, if any, within 15 (fifteen) Days after request in writing by the Seller.

(iv) The Buyer shall indemnify the Seller against any other such Taxes and Duties which the Seller as a result of any Law or change in Law; is or becomes obliged to pay directly or indirectly on sale, transfer, exportation, importation, treatment of LNG, R-LNG or handling of Gas sold as per the terms of this Agreement or this Price Side Letter.

2.5. Change in Law & Other Price Variations:

The Buyer acknowledges and agrees that the elements/constituents of the Price set forth in this Side Letter have been negotiated and agreed, or to be agreed, between the Parties taking into consideration the elements/constituents of the price agreed between LNG Supplier, LNG Shipper(s), Gas Transporter(s), RGPPL, PLL or any other entity providing regasification services to the Seller, and the Laws and policies of any Government Agency and/or Governmental Agency applicable/prevailing on the date of this Agreement.

Accordingly, the Buyer agrees that if at any time, any element/constituent of the Price as set forth in this Side Letter requires any variance/change including on account of, any change in

For Haryana City Gas Distribution Ltd.

Authorised Signatory

Law (including any change in judicial/quasi-judicial interpretation or application of any Law), any directive from any Government Agency and/or Governmental Agency, changes in the policy of any Government Agency and/or Governmental Agency, pooling of LNG prices, decision of any court), and the same shall result in a corresponding change in the Price; and, the Seller shall by a notice in writing inform the Buyer of such change and the Price shall accordingly stand revised to the extent, and with effect from such date (whether retrospective or prospective) as, stated in the Seller's notice and shall be payable by the Buyer. The change in Price and the necessary adjustment shall be reflected in the subsequent Invoice.

2.6. <u>Miscellaneous:</u>

(a) The various elements / components of the Price as set forth in this Price Side Letter are based on the agreements between the Seller and Upstream Supplier(s), LNG Shipper(s), RGPPL, PLL and with its relevant counterparty(ies) and are subject to changes as per terms thereof. Parties agree that such changes shall, forthwith upon being effected, apply to the various elements / components of the Price.

(b) This Price Side Letter shall come into force from date of signing of the Agreement till 31/03/2024.

(c) This Price Side Letter forms an integral part of the Agreement and together with the Agreement represents the entire agreement between the Buyer and the Seller. Further, in event of conflict between the provisions of this Price Side Letter and those of Article 11 of the Agreement, the provisions of the Price Side Letter shall prevail.

GAIL (INDIA) LIMITED
(SELLER)

By:
Name: ASHISH ANAND GUPTA
Designation: Addl. Chief General Manager
(Authorized Signatory of the Seller)

आशीष आनंद गुप्ता / ASHISH ANAND GUPTA
अति. महाप्रबंधक (विपणन)
Addl. Chief General Manager (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विंध्याधर नगर, जयपुर / Vidhyadhar Nagar, Jaipur

Haryana City Gas Distribution Limited
(BUYER)

For Haryana City Gas Distribution Ltd.

By:
Name:
Designation:
(Authorized Signatory of the Buyer)

Authorised Signatory

APPENDIX 4: Gas Supply and Purchase Notice

Gas Supply and Purchase Notice#1

Parties:

(1) **GAIL (INDIA) Limited ("Seller")**
(2) **HARYANA CITY GAS DISTRIBUTION LIMITED ("Buyer")**

1. **Agreement**

This Gas Supply and Purchase Notice (GSPN) is being issued pursuant to the terms and conditions of the Gas Sale Agreement dated **16.01.2019** executed between the Seller and the Buyer (the "**Agreement**").

2. Terms not defined in this GSPN shall have the meaning given in the Agreement.

3. The execution of this GSPN by the Parties shall form a valid and several obligations whereby the Seller agrees to sell and delivery Gas to Buyer and Buyer agrees to purchase and take delivery of and pay to Seller for such Gas, all in accordance with the Agreement and the terms set out in this GSPN.

4. **Contract Quantity:**

Total quantity of Gas agreed to be sold/purchased (in MMBTU) will be: **80850 MMBTU** @ 294 MMBTU/Day (7500 SCMD)]

5. **Daily Contract Quantity:**

The Daily Contract Quantity ("**DCQ**") to be made available for delivery by the Seller to the Buyer in respect of each Day of the Supply Period shall be **294 MMBTU/Day (7500 SCMD)**.

6. **Contract Price:**

The Contract Price payable by the Buyer to the Seller under this GSPN shall consist of the following elements/components:

a. Foreign Currency Component; and
b. INR Component.

Each of these elements/components is as follows:

a) **Foreign Currency Component**:

For Haryana City Gas Distribution

Authorised Signator

The Foreign Currency Component shall vary on monthly basis. The Foreign Currency Component (stated in USD/MMBTU and rounded off to four decimal places) shall be calculated in the following manner:

FCC in USD/MMBTU = 10.44% of ICE Brent + $1.75/MMBTU

***Where ICE Brent**: For delivery month (M), ICE Brent means the arithmetic average of daily settlement prices, under the Column labelled SETT, of the ICE futures contract for month (M) when such month is appearing on the first line of the screen published by Intercontinental Exchange (ICE).*

Example: For delivery month of Jan.'19, ICE Brent means the arithmetic average of daily settlement prices of the ICE futures contract for Jan.'19 when appearing as first line on Intercontinental Exchange (ICE). Similarly, for delivery month of Feb'19, ICE Brent will be *arithmetic average of daily settlement prices of the ICE futures contract for* Feb.'19 and so on.

1. The above Contract Price (FCC) includes current Customs Duty and Surcharge thereon @2.75% and GST on shipping @ 0.5% of DES price.
2. The FCC shall be revised to effect any revision in Customs Duty rate and GST on shipping in future.
3. The applicable exchange rate will be the SBI TT Selling Rate on the last day of billing cycle. In case SBI TT Selling Rate for the last day of billing cycle is not available, the immediately preceding available SBI TT Selling Rate will be the applicable exchange rate.

b) INR Component:

The INR component of the Contract Price shall consist of:

(i) Regasification Charges;

(ii) Trunk line Transmission Charges; and

(iii) Marketing Margin.

Each of the above-referred elements of the INR component shall be calculated in the manner set forth below:

(i) Regasification Charges:

A. The Re-gasification Charges with effect from 1st January, 2019 shall be **Rs.49.29** per MMBTU exclusive of taxes at applicable rate.

B. The above Regasification Charges are considering regasification of LNG imported by the Seller at Regasification Facility. However, Seller may get re-gasification of LNG done at any of the Regasification Facilities in India. In event of any change in the Regasification Facility, the Seller shall serve 2 (two) Days' advance notice to the Buyer, and the Regasification Charges payable by the Buyer shall be modified on the basis of regasification charges of the relevant terminal operator.

For Haryana City Gas Distribution Ltd

Authorised Signatory

C. The Regasification Charges as indicated above by the Seller are exclusive of the applicable Taxes & Duties. The same shall be payable by the Buyer to the Seller subject to change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) and shall be binding on the Buyer.

D. Any change in the Regasification Charges shall be reflected in the relevant Invoice and, if not already recovered under any prior Invoice, such amount shall be recovered as a debit or credit, as the case may be, in the immediately succeeding Invoice.

(ii) **Trunk line Transmission Charges**:

A) The Buyer shall pay to the Seller, the Trunk line Transmission Charges (Rupees per MMBTU) for transportation of Gas based on contractual path from the Regasification Facility to the Delivery Point in Buyer's premises and shall be the sum of following Trunk Line Transmission Charges-1 & 2:-

Trunk Line Transmission Charges -1: The provisional initial unit natural gas Trunk Pipeline transmission charges of Rupees Fifty Nine and Paise Thirty Two per MMBTU (Rs.59.32/ MMBTU) (GCV basis) shall be payable by the Buyer.

Trunk Line Transmission Charges-2: The provisional initial unit natural gas Trunk Pipeline transmission charges of Rupees Seven and Paise Eighty Five only per MMBTU (Rs.7.85/ MMBTU) (GCV basis) shall be payable by the Buyer.

B) The Trunk line Transmission Charge as indicated above by the Gas Transporter are exclusive of the applicable Taxes & Duties. The same shall be payable by the Buyer to the Seller subject to change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) and shall be binding on the Buyer.

C) Any change in the Transmission Charges shall be reflected in the relevant Invoice and, if not already recovered under any prior Invoice, such amount shall be recovered as a debit or credit, as the case may be, in the immediately succeeding Invoice.

D) In the event there is a change in the Regasification Facility as notified by the Seller under Para 6(b)(i)B. above, the Trunk line Transmission Charges payable by the Buyer shall be modified on the basis of the contractual path from such reassigned Regasification Facility to the Delivery Point.

(iii) **Marketing Margin:**

For Haryana City Gas Distribution

Authorised Signatory

A. Marketing Margin @ ***Rs. 13.68*** per MMBTU shall be payable by the Buyer to the Seller.

The above Contract Price is excluding of applicable taxes, duties and statutory levies and same shall be applicable over and above Contract Price and shall be payable by the Buyer.

All other terms and conditions not mentioned herein relating to Price applicable on Gas supplied under this GSPN shall be as per the Price Side Letter dated.....

7. **Supply Period:**

From: 01.04.2019 to 31.12.2019

8. **Start Date:**

01.04.2019

9. **Delivery Point:**

31.12.2019

10. In case the Buyer has multiple Gas supplies at the Delivery Point the allocation of the same shall be in the following order of nominations/ contracted quantity:

Gas supplies under this GSPN shall always be in first priority to other Gas supplies arrangement with the Buyer.

11. **Special Conditions to the Agreement:**

Provisions of Take or Pay Obligation and Liquidated Damages on Gas supplies under this GSPN shall be as provided in the article 14 of the Agreement.

12. Any Dispute between the Parties will be settled in accordance with the provisions of the Agreement.

13. In the event of any discrepancy or conflict between the Agreement and this GSPN, the provisions of this GSPN shall prevail.

14. All other terms and conditions, except as provided in this GSPN, shall be applicable on the Contract Quantity in this GSPN as per the Agreement and shall remain binding on the Parties.

15. **Amendments to the Agreement:**

[*insert details if applicable*]

For Haryana City ... Distt. ...

Authorised Signatory

This Gas Sales and Purchase Notice agreed by:

GAIL (India) Limited (SELLER)

By: Ashish Gupta
Name: _____
Designation: _____
(Authorized Signatory of the Seller)

आशीष आनन्द गुप्ता/ ASHISH ANAND GUPTA
अधिकृत हस्ताक्षरकर्ता (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/ GAIL (India) LTD
जयपुर आँचलिक कार्यालय/ Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

***[HARYANA CITY GAS DISTRIBUTION LIMITED]* (BUYER)**

For Haryana City Gas Distribution
By: M S Thakkar
Name: _____
Designation: _____
(Authorized Signatory of the Buyer)

Authorised Signatory

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HARYANA CITY GAS DISTRIBUTION(BHIWADI) LIMITED

AS BUYER

Dated: 07/02/2022

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROX AVERAGE DAILY QUANTITY in MMBTU/Day
16/02/2022 till 31/12/2022	382.800	0.0306 (zero point zero three zero six)	1200
01/01/2023 till 31/12/2023	438.000	0.0306 (zero point zero three zero six)	1200
01/01/2024 till 31/12/2024	439.200	0.0306 (zero point zero three zero six)	1200
01/01/2025 till 31/12/2026	438.000	0.0306 (zero point zero three zero six)	1200
01/01/2027 till 31/03/2027	108.000	0.0306 (zero point zero three zero six)	1200

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure upto a maximum of 17 Bar (a) (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (INDIA) LIMITED (SELLER)	**HARYANA CITY GAS DISTRIBUTION (BHIWADI) LIMITED (BUYER)**
RAJENDRA KUMAR Sr. Chief General Manager (Marketing) गेल (इण्डिया) लिमिटेड / GAIL India Limited जयपुर आंचलिक कार्यालय / Jaipur Zonal Office विद्याधर नगर, जयपुर / Vidhyadhar Nagar, Jaipur	Haryana City Gas Distribution (Bhiwadi) Limited Authorised Signatory
By:	**By:**
Name: _____	**Name:** M. S. KHATKAR
Designation: _____	**Designation:** CEO

WITNESSES:

1.	**1.**
Name: Ramdeep Nain	**Name:** VIKAS SEHRAWAT
Address: Jaipur Zonal Office, Jaipur.	**Address:** A-107, Mahal Lok-1, Gurgaon.
2.	**2.**
Name: Amit K Jain	**Name:** _____
Address: GAIL (I) Ltd., Jaipur	**Address:** _____

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम - महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर-6, विद्याधर नगर, जयपुर-302039

GAIL Bhawan
Jaipur Zonal Office
Sector-6, Vidhyadhar Nagar, Jaipur-302039

टेली/Phone : 0141-2230347, 2230617, 2230698

GAIL/JZO/GAS-MKTG/HCGDBL/CY 2020 **Date: 26/05/2020**

To,
M/s Haryana City Gas Distribution ((Bhiwadi)) Limited,
A-107, Sushant Lok-I, Gurugram,
Haryana-122002

SUB: Side Letter dated 26/05/2020, to Gas Sales Agreement dated 16/01/2019, between GAIL (India) Limited (GAIL) and Haryana City Gas Distribution (Bhiwadi) Limited.

Dear Sir,

This has reference to the Gas Sales Agreement dated **16/01/2019, between GAIL (India) Limited as the "Seller" and Haryana City Gas Distribution (Bhiwadi) Limited as the "Buyer" (hereinafter collectively referred to as the "Parties")** for supply of RLNG by the Seller to the Buyer at Buyer's Gas Receiving Terminal. The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as **"Parties"**.

Seller vide letter dated 28.02.2020 has informed the Buyer about the Annual take or Pay Deficiency Quantity for CY 2019 under GSA dated 16.01.2019 is 115376 MMBTU. Buyer vide email dated 05.03.2020 has requested to carry forward volumes not drawn during CY 2019 under GSA dated 16.01.2019 and rescheduling of Annual Take or Pay Deficiency Quantity for CY 2019 from 01.01.2021 to 31.12.2022. Accordingly, Annual Take or Pay Deficiency Quantity for CY 2019 i.e. 115376 MMBTU is being carry forwarded from 01.01.2021 to 31.12.2022. The DCQ carry forwarded for CY 2019 is 158 MMBTU per Day which is over and above the DCQ of 3921 MMBTU from January'2021-December'2022. The following is hereby agreed between the Parties which shall come into force from the date of signing of this Side Letter.

Clause 1:

The Article 6.1 of the GSA dated 16.01.2019 is replaced as follows:

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and Receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "Annual Contract Quantity" or "ACQ") as follows:

HARYANA CITY GAS DISTRIBUTION (BHIWADI) LTD.

निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर.के. पुरम, नई दिल्ली - 110066
दूरभाष : 26182966 फैक्स : 011-26185941

Corp. Office : 16, Bhikaji Cama Place, R.K. Puram, New Delhi - 110066
Phone : 26182966 Fax : 011-26185941

सीआईएन/CIN
L40200DL1984GOI018976

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Haryana City Gas Distribution (Bhiwadi) Limited				
Contract Year	Period	ACQ (Billion BTU)	Approx Avg Daily Volume (MMSCMD) @9880 kcal/SCM GCV	MMBTU/day
2019	April	156.432	0.05	0
	May		0.025	98
	June		0.075	294
	July		0.075	294
	August		0.0125	490
	September		0.0125	490
	October		0.0275	1078
	November		0.0275	1078
	December		0.0425	1666
2020	Jan-Dec'2020	1082.095	0.08	3137
2020	Jan- Dec'2021	1407.6	0.104	4080
2022	Jan-Dec'2022	1407.6	0.104	4080
2023	Jan-Dec'2023	1352.745	0.1	3921
2024	Jan-March'2024	352.89	0.1	3921

Miscellaneous:

(a) The Buyer agrees to take the 100% Annual take or Pay Deficiency quantity for CY 2019 i.e. 115376 MMBTU (DCQ-158 MMBTU per Day) from 01.01.2021-31.12.2022. The Annual take or Pay Deficiency quantity for CY 2019 shall be kept at the highest priority.

(b) The Price applicable for the aforesaid Take or Pay Deficiency quantity i.e. 115376 MMBTU shall be as per Price Side letter dated 16.01.2019.

(c) This Side Letter forms an integral part of the Agreement and together with the Agreement represents the entire agreement between the Buyer and the Seller.

(d) Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply.

GAIL (India) Limited (SELLER)

By: Jaideep Nigam
Name:
Designation: GM (Mktg)

Haryana City Gas Distribution (Bhiwadi) Limited (BUYER)

By:
Name:
Designation:

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GAS SALES & TRANSPORTATION AGREEMENT
(APM GAS)

BETWEEN

GAIL (India) Limited

As SELLER

AND

Haryana City Gas Distribution (Bhiwadi) Limited

As BUYER

FOR SALE AND PURCHASE

OF

NATURAL GAS

For CGD operations in

BHIWADI GEOGRAPHICAL AREA

For CNG (Transport) and PNG (Domestic) segments

(Date: 30 .07.2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at Plot No.OI-74 at industrial area Kahrani (Bhiwadi Extn.), Dist. Alwar. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure of 6 Bar (g) to 17 Bar (g) and the pressure shall not exceed the maximum pressure of 17 Bar (g) and shall not be less than 6 Bar (g) at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the

Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the [redacted].

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of [redacted] Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

For BUYER:

Sh. M S Khatkar,
Chief Executive,
Haryana City Gas Distribution (Bhiwadi) Limited,
A-107, Sushant Lok-I, Gurugram,
Haryana 122002
Email: mskkhatkar@gmail.com ; msk@haryanacitygas.com

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
Witnesses	Haryana City Gas Distribution (Bhiwadi) Limited Authorised Signatory **Witnesses**
1.	1. (VIKAS JETHALIA)
2.	2.

GAS SALES & TRANSPORTATION AGREEMENT
(Non APM GAS)

BETWEEN

GAIL (India) Limited
As SELLER

AND

Haryana City Gas Distribution (Bhiwadi) Limited

As BUYER

FOR SALE AND PURCHASE

OF

NATURAL GAS

For CGD operations in

BHIWADI GEOGRAPHICAL AREA

For CNG (Transport) and PNG (Domestic) segments

(Date: 30 .07 .2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at [redacted]. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay for Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain [redacted], subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE-6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the [redacted]

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of 0 (Zero) Million Standard Cubic Meters per Day(MMSCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer, the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

6.02 The Buyer shall, on or before the commencement of each Financial Year, provide in writing the order of priority in which Buyer would off take Gas supplied at the Delivery Point under this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, ("**Priority List**"). The quantity of Gas taken by the Buyer at the Delivery Point on each Day shall be allocated between this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, in accordance with the Priority List. In case the

For BUYER:

Sh. M S Khatkar
Chief Executive
Haryana City Gas Distribution (Bhiwadi) Limited,
A-107, Sushant Lok-I, Gurugram,
Haryana 122002
Email: mskkhatkar@gmail.com ; msk@haryanacitygas.com

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
	Haryana City Gas Distribution (Bhiwadi) Limited
	Authorised Signatory
Witnesses	**Witnesses**
1.	1.
2.	2.

रवि अग्रवाल/Ravi Agarwal
कार्यकारी निदेशक/Executive Director
कृत. एवं अनु.-जोएलपीएल एवं अतिरिक्त प्रभार
O&M-JLPL & Zonal ED
गेल (इंडिया) लिमिटेड/GAIL (India) Limited
जयपुर/Jaipur

(VIKAS JE AGRAWAL)

Randeep Nain

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HAVELLS INDIA LIMITED

AS BUYER

[FOR LT RLNG GAS SUPPLIES]

1 copy
mahaveer
30/3/2016

Dated: 16/03/2016

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Havells India Ltd.
Authorised Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a **"Daily Contract Quantity"** or **"DCQ"**) as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.04.2016 To (Date as mentioned in Article 3.1 above)	100.00 (ONE ZERO ZERO Point ZERO ZERO MMBTU) **MMBTU**	2550.00 (Two Five Five zero Point Zero Zero SCMD) **SCMD**

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice (**"GSPN"**) as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the **"Daily Nominated Quantity"** or **"DNQ"**) and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the **"Overdrawn Quantity"**).

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as **"Unauthorized Overdrawl"** and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as **"Authorized Overdrawl"** and shall be reconciled over

Ranjan Dwivedi

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6 (Six)** Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Deputy General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:	By:
Name: Ranjan Dwivedi	For Havells India Ltd.
रंजन द्विवेदी/Ranjan Dwivedi	Authorised Signatory
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)	Name: Sh. Niranjan Singhvi
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.	
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office	
विद्याधर नगर, जयपुर/Vidyadhar Nagar, Jaipur	
Title: GAIL (India) Limited	Title : Havells India Limited

Witness:	Witness:
1. Shailesh Singhvi	1. Ramesh Kumar SP 181 to 189 RIICO Ind. Area Neemrana
2. Uday Bhan	2. Satish Kumar SP 181 to 189 RIICO Ind. Area Neemrana

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

Ref.: GAIL/JZO/Mktg./HAVELLS /EXT/2021 **Date: 22/03/2021**

To,
Havells India Limited
SP-181 to 189 & SP 191 (A), Phase-II,
RIICO Indl. Area, Neemrana, Distt. Alwar,
Rajasthan INDIA

Kind Attn.: Mr. Upendra Kumar Shukla

Subject: Side Letter to Gas Sale Agreement dated 16.03.2016 between GAIL (India) Limited ("Seller") and Havells India Limited ("Buyer")

This has reference to the Gas Sale Agreement (GSA) dated **16.03.2016** and relevant Side Letters, signed between **GAIL (India) Limited ("Seller") and Havells India Limited ("Buyer")** for supply of 100 MMBTU/Day of RLNG by the Seller to the Buyer's Facilities at SP-181 to 189 & SP 191 (A), Phase-II, RIICO Indl. Area, Neemrana, Distt. Alwar, Rajasthan INDIA, hereinafter referred to as "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 31.03.2021

C. Seller and Buyer desire to enter into this Side Letter–**"EXT"** to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations, which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase
In Article 5.1

CONTRACT YEAR	DCQ (in MMBTU)	Equivalent DCQ (in SCMD at 9880 Kcal/SCM-GCV)
From 01/04/2016 to 31/03/2021	100	2550.00
From 01/04/2021 to 31/03/2024	117	3000.00

The extended period for Sale and Purchase under this Agreement shall come into force from 01/04/2021 and shall remain into force for a period upto 31/03/2024 i.e. 06:00 hours of 01/04/2024

2. This Side Letter- "EXT" is effective from 01/04/2021 till 31/03/2024 for supply of RLNG and forms a part of Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD which shall be as per Price Side Letter dated **16.03.2016**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **16.03.2016** to the Buyer's facility located at Neemrana, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name: JAIDEEP NIGAM
Designation: GM (Mktg)

HAVELLS INDIA LTD. NEEMRANA

Accepted and agreed as above

For Buyer: **HAVELLS INDIA LIMITED**
Name: Upendra Kumar Shukla
Designation: A.V.P.

Signature..... Kanika
ACC Name - Kanika Aggarwal ACC Code - UP14013804
ACC Add - Noida - Mobile - 9582236578
License No.- 150/2020, Tehsil & Distric - G.B. Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-UP99792712230636T**
Certificate Issued Date	:	05-Jul-2021 01:09 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804873300951621O1T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

----------Please write or type below this line----------

This Agreement is made on the Day of July 2021 at **Noida (U.P)**

BETWEEN:

GAIL (India) Limited (formerly known as Gas Authority of India Limited), a company incorporated under the Companies Act, 1956 having its registered office at **GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, Ring Road, New Delhi 110 066 India**, hereinafter referred to as "SELLER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns) of the first part

AND

HCG (KCE) Private Limited, a Company/Firm/Proprietary Concern/Society/Statutory Body incorporated under [the Companies Act, 1956/Partnership Act/ Societies Registration Act/Cooperative Societies Act/Statute] having its registered office/Headquarters at **B-65/3, Naraina Industrial Area Phase II, New Delhi-110028**, hereinafter referred to as "BUYER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns) of the second part

Parties of the first and second part are individually referred to as a **"Party"** and collectively referred to as the **"Parties"**

Zonal Ch. General Manager (Marketing-Zonal NCR) Noida

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point **RT, Hisar on CJHPL**. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure in the range of **19-25 Kg/Cm^2** at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have

unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.001616 (Zero Point Zero Zero One Six One Six) Million Standard Cubic Meters per Day (MMSCMD).**

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of NIL Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) Thc BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HEMA ENGINEERING INDUSTRIES LIMITED

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Hema Engineering Industries Ltd.

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a) (the "Delivery Pressure").**

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर ऑचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page ___ of this Agreement.

For Hema Engineering Industries Ltd.

Authorised Signatory

By: By:

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Deputy General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidyadhar Nagar, Jaipur

Name: **Ranjan Dwivedi** Name: **SH. DIPANKAR BAGCHII**

Title: **GAIL (India) Limited** Title: **HEMA ENGINEERING INDUSTRIES LTD.**

Witness: Witness:

1. (Shailesh Sungaria) 1. (Balpreet Kaur)

2. (C.S.MADAN) 2. Ganesh

Ganesh

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

28th June, 2018

GAIL/JZO/HH Price Side Letter/2018 / Hema Automotive Pvt Ltd

To,

M/s HEMA AUTOMOTIVE PVT LTD.
SP-17 A, RIICO INDUSTRIAL AREA, PHASE-I,
NEEMRANA DISTT. ALWAR, RAJASTHAN
Kind Attn.: **Sh. D K Verma**

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Hema Automotive Pvt Ltd ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Neemrana, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. Periods for Sale and Purchase

In Article 3.1,

e-mail :

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 31/01/2018.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)

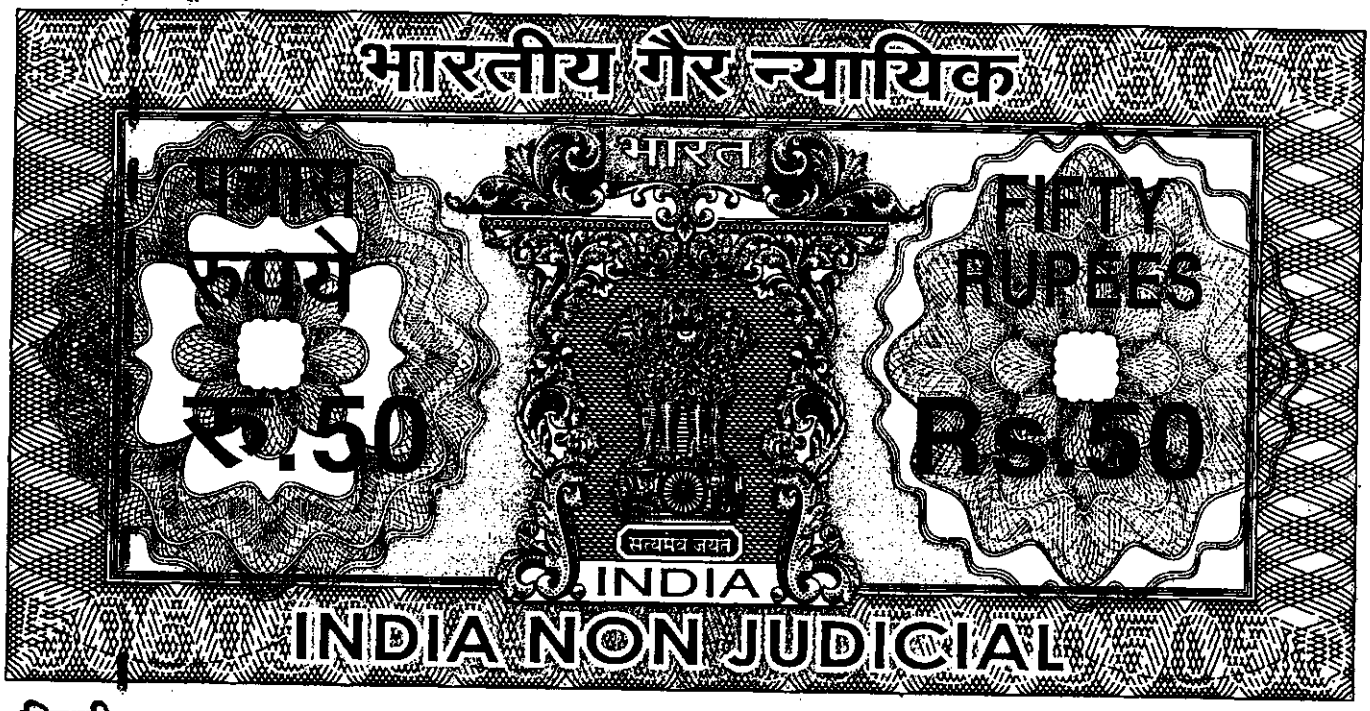
/Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidyadhar Nagar, Jaipur

Accepted as above:
For and on behalf of M/s **Hema Automotive Pvt Ltd**

For Hema Automotive Pvt. Ltd.

Authorized Signatory

(Authorized Signatory)



दिल्ली DELHI

N 806947

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

M/S HERO HONDA MOTORS LIMITED
(DHARUHERA PLANT)
AS BUYER

Dated: 23.04.2009

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	335.21 including Earlier Make Up Gas — NIL — MMBTUs	0.038
[Other Contract Years]	512.51	0.038
[Last Contract year]	512.51 [BBTU x No of Days in Last Contract Year /365]	0.038

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than NINTEEN Kg/cm2 (19 Kg/cm2 Bar (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (O^0C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 1 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 1 of this Agreement.

For HERO HONDA MOTORS LTD.

By :

Name : V C CHITTODA

Designation: ZGM (Northern Zone Mktg)

By :

AUTHORISED SIGNATORY

Name : VIKRAM S. KASBEKAR.

Designation: Head operations & Supply Chain

Witness :

1. C. S. Madaan
Mgr (Gas Mktg) GAIL

2. 23/4/08
M. Jha
Mgr (Mktg-Gen)

Witness :

1. (Mahesh Kalcin)

2. Ramphal
RAMPHAL SINGH.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम - महारत्न कंपनी)
GAIL (India) Limited
(A Govt. of India Undertaking - A Maharatna Company)

गेल जुबली टॉवर,
बी - 35 एवं 36, सैक्टर - 1, नौएडा - 201301
जिला गौतम बुद्ध नगर (यू.पी.), इंडिया
GAIL JUBILEE TOWER,
B - 35 & 36, SECTOR - 1, NOIDA - 201301
DISTT GAUTAM BUDH NAGAR (UP), INDIA
फोन/PHONE : +91-120-2446400, 4862400
फैक्स/FAX : +91-011-26185941

Ref.: NCRZO/MKTG/RLNG/GSA/DIVERSION/HERO-DHA-TO-NEEMRANA/2019 Date: 17.12.2019

To
Executive Director – Operations
Hero Motocorp Limited
69th Km Stone, Delhi – Jaipur Highway
Dharuhera (Haryana)

Subject: Side Letter - C to Gas Sale Agreement dated 23.04.2009 between GAIL (India) Limited (Seller) and Hero MotoCorp Limited (Buyer) for diversion of a part of RLNG quantity to their plant at Neemrana.

Dear Sir,

This refers to the Gas Sale Agreement (GSA) dated 23.04.2009, Side Letter A dated 23.04.2009 and Side Letter B dated 17.12.2019 signed between GAIL (India) Limited (GAIL) as "Seller" and Hero MotoCorp Limited as "Buyer" for supply of Gas by the Seller to the Buyer's plant at Dharuhera (Haryana), hereinafter together referred to as "Agreement". The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas.

The Buyer and the Seller (collectively referred to as "Parties") agree that this Side Letter shall form an integral part of the Agreement.

The Buyer vide their communications dated 07.05.2019 & 07.08.2019 have requested for downsizing their Contracted Quantities at Gurugram & Dharuhera, sought diversion of LTRLNG from Gurugram/Dharuhera Plants to their Haridwar & Neemrana plants and agreed to the extension of the Basic Term of the aforesaid Agreement upto 30.04.2028. Seller has accordingly agreed to the request of the Buyer and accordingly the Buyer and Seller through Side Letter B dated 17.12.2019 to the Agreement have extended the Basic Term of the Agreement from 31.12.2023 to 30.04.2028 and amended the Annual Contract Quantity (ACQ) under Article 6.1 of the Agreement w.e.f. 01.01.2020.

The Buyer has requested the Seller for diversion of 0.004 MMSCMD (~157 MMBTU @9880 Kcal/SCM GCV) of RLNG (out of the revised Contract year wise ACQ amended through Side Letter B dated 17.12.2019) from its Dharuhera Plant to its Neemrana Plant in the state of Rajasthan for the period beginning **01.01.2020** till the end of the Basic Term (i.e. upto **30.04.2028).**

The Seller has considered the Buyer's above-mentioned request and has agreed to supply upto 0.004 MMSCMD (~157 MMBTU @9880 Kcal/SCM GCV) of RLNG within Seller's overall ACQ for respective Contract Years to the Seller's plant at Neemrana (Rajasthan) for the period beginning **01.01.2020** till the end of the Basic Term (i.e. upto **30.04.2028)** on the following terms and conditions:.

1. In addition to the Delivery Point mentioned in the Agreement, there shall be another Delivery Point at Buyer's Plant at RIICO Industrial Area, Neemrana, Rajasthan 301709 in the state of Rajasthan. The Seller shall maintain pressure at the aforesaid Delivery Point at Neemrana at a pressure not less than **Six (06)** bar (g).

2. There shall be no change in the Annual Program (Clause 8.1 of the Agreement) as a result of the partial diversion of Gas to the Delivery Point at Neemrana. The Gas quantities delivered at the Delivery Point at Neemrana shall be part of Buyer's ACQ as set out in Annual Program for the Delivery Point at Dharuhera.

3. Gas Nomination Procedures in respect of Articles 8.2 (d) and 8.2 (e) of the GSA shall be applicable separately in respect of the two Delivery Points.

4. In respect of Overdrawl provisions at Article 8.2 (f) in the GSA, it is agreed between the SELLER and the BUYER that during the period of this side letter, that Overdrawn Quantity at each Delivery Point will be calculated separately and dealt as per the provisions of Article 8.2 (f).

5. Billing (Article 12 of the Agreement) shall be done separately in respect of the two Delivery Points.

6. In respect of Gas quantity delivered at the Delivery Point at Neemrana, Applicable Transmission Charges shall be the sum of HVJ Integrated Zone IV pipeline tariff of Rs. 49.64/MMBTU and Chainsa Jhajjar Pipeline Tariff of Rs. 7.85/MMBTU (Rupees **Fifty Seven point Four Nine** per MMBTU (Rs. 57.49/MMBTU) plus applicable taxes. However, the same shall be subject to revision as per PNGRB guidelines/orders.

7. The Gas quantity delivered at the Delivery Point at Neemrana shall be considered for evaluating and calculating the Buyer's Take or Pay obligations (under Clause 14.1 of the Agreement) and Seller's Liquidated Damages (under Clause 14.2 of the Agreement) under the Agreement.

The above-mentioned provision of Gas supply to the Delivery Point at Neemrana shall be **effective from 01.01.2020** and shall remain in force till **30.04.2028** or earlier as the Buyer and the Seller may mutually agree upon. For avoidance of doubt, the Parties agree that the provisions of this Side Letter shall cease to be effective immediately after **30.04.2028** or any other earlier date as the Seller may, by a notice, inform to the Buyer and the terms of the Agreement shall not be applicable thereafter.

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement (GSA) dated 23.04.2009, Side Letter A dated 23.04.2009, Side Letter B dated 17.12.2019 and this Side Letter - C dated **17.12.2019** together represent the entire agreement between the Buyer and the Seller for supply of Gas at Buyer's plants at Dharuhera (Haryana) and Neemrana (Rajasthan).

Yours faithfully,

(For GAIL (India) Limited)

Hero MotoCorp Ltd. Hero Gurgaon

ACCEPTED & AGREED AS ABOVE
(For and on behalf of Hero MotoCorp Limited)
Name: VIKRAM S KASBEKAR
Designation: EXE DIRECTOR OPERATIONS
CHIEF TECHNOLOGY OFFICER

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HERO HONDA MOTORS LIMITED
(Gurgaon Plant)

AS BUYER

Dated: 23.04.2009

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 23rd day of APRIL 2009, ~~2008,~~ at NEW DELHI is made by and between:

GAIL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

HERO HONDA MOTORS LIMITED, a company/ firm/ proprietary concern/ society constituted under the Companies Act, 1956 / Partnership Act/ Societies Registration Act/ Cooperative Societies Act/ Statute having its Registered Office at 34 Basant Lok, Vasant Vihar, New Delhi - 110057 in the state of Delhi, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

WHEREAS

A. The Seller is a Government Company primarily engaged in the distribution and marketing of gas in India and is also engaged in other aspects of gas chain including exploration, production, transmission, extraction, processing of natural gas and its related process, products and services;

B. The Buyer is primarily engaged in the business of Manufacturing of Two Wheelers and Parts thereof;

C. PLL has entered into a LNG sale purchase agreement with RasGas for purchase of 5 MMTPA of LNG and 2.5 MMTPA of LNG ("LNG SPA");

D. The Seller has entered into a gas sales and purchase agreement with PLL to purchase Natural Gas ("**GSPA**") following re-gasification of its share of 4.5 MMTPA of at PLL's Facilities at Dahej;

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	326.39 including Earlier Make Up Gas NIL MMBTUs	0.037
[Other Contract Years]	499.02	0.037
[Last Contract year]	499.02 [BBTU x No of Days in Last Contract Year /365]	0.037

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Nineteen kg/cm^2 (19 kg/cm^2) Bar (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

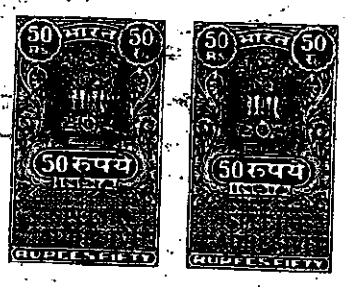
(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (O°C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").



GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

AS BUYER

DATED: 31/03/2009

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	337.57 including Earlier Make Up Gas — MMBTUs	@ 0.035 mmscmd For 246 days
[Other Contract Years]	500.86	@ 0.035 mmscmd For 365 days
[Last Contract year]	166.04 [BBTU x No of Days in Last Contract Year /365]	@ 0.035 mmscmd For 121 days.

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Five kg/cm²g (5kg/cm²g). (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 01 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 01 of this Agreement.

By :

Name : A.K. MITTAL

Designation: GM (C&M) & Zonal Mktg.

Witness :

1. (ANANT KHOBRAGADE)

2. (A.K SINGH)

By :

Name : J. P. KASERA

Designation: Senior President

Witness

1. (K K Sharma).

2. (YASHBIR SINGH)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HSIL LIMITED (HINDUSTAN SANITARY WARE & INDUSTRIES LTD.)
AS BUYER

[FOR SUPPLY OF RLNG]

Dated: 25/02/2016

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For HSIL LIMITED
Auth. Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.04.2016 To 31.03.2021	39.00 MMBTU	1000.00 SCMD

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used

रंजन द्विवेदी / Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For HSIL LIMITED
Auth. Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than not less than 6(Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For HSIL LIMITED

Auth. Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ranjan Dwivedi

Title: GAIL (India) Limited

संजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर क्षेत्रीय कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Witness:

1.

2.

By: For HSIL LIMITED

Auth. Signatory

Name: **Sh. Ajay Jain**

Title : **Hindustan Sanitary Ware & Industries Ltd.**

Witness:

1.

2.

For HSIL LIMITED

Auth. Signatory

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

Ref.: GAIL/JZO/Mktg./HSIL /EXT/2021 **Date: 22/03/2021**

To,
Hindustan Sanitary-Ware &Industries Limited
Plot No. – SP1 -254, RIICO Industrial Area
Kahrani (Bhiwadi Extension), Rajasthan-301019

Kind Attn.: Mr Ajay Jain

Subject: Side Letter to Gas Sale Agreement dated 25.02.2016 between GAIL (India) Limited ("Seller") and Hindustan Sanitary-Ware &Industries Limited ("Buyer")

This has reference to the Gas Sale Agreement (GSA) dated **25.02.2016** and relevant Side Letters, signed between **GAIL (India) Limited ("Seller") and Hindustan Sanitary-Ware & Industries Limited ("Buyer")** for supply of 39 MMBTU/Day of RLNG by the Seller to the Buyer's Facilities at Plot No. – SP1 -254, RIICO Industrial Area Kahrani (Bhiwadi Extension), Rajasthan-301019 hereinafter referred to as "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.
B. Basic Term of the Agreement was up to i.e. 31.03.2021
C. Seller and Buyer desire to enter into this Side Letter –"**EXT**" to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations, which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase
   In Article 5.1

CONTRACT YEAR	DCQ (in MMBTU)	Equivalent DCQ (in SCMD at 9880 Kcal/SCM-GCV)
From 01/04/2016 to 31/03/2021	39	1000.00
From 01/04/2021 to 31/03/2024	39	1000.00

The extended period for Sale and Purchase under this Agreement shall come into force from 01/04/2021 and shall remain into force for a period upto 31/03/2024 i.e. 06:00 hours of 01/04/2024

2. This **Side Letter- "EXT"** is effective from 01/04/2021 till 31/03/2024 for supply of RLNG and forms a part of Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD which shall be as per Price Side Letter dated **16.03.2016**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **25.02.2016** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

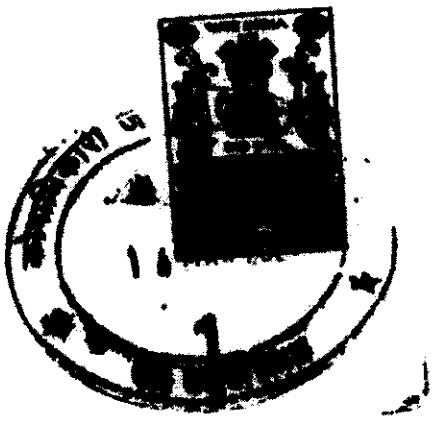
Name: JAIDEEP NIGAM.
Designation: GM(Mktg)

Accepted and agreed as above

For HSIL LTD.

AUTH. SIGNATORY

For Buyer: **Hindustan Sanitary-Ware & Industries Limited**
Name: AJAY JAIN
Designation: V.P.



GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HONDA CARS INDIA LIMITED

AS BUYER

Dated: 30.03.2021

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year* w.e.f 01.04.2021 till 31.12.2021	119.971 (one one nine point nine seven one)	0.012 (Zero point zero one two)
Other Contract Years	162.314 (one six two point three one four)	0.012 (Zero point zero one two)
Last Contract year (31.03.2023)	42.342 Four two point three four two)	0.012 (Zero point zero one two)

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity 0

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant

HONDA CARS INDIA CO. TAPUKARA

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [redacted] (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

HONDA CARS INDIA CO. TAPUKARA

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)	**M/s Honda Cars India Limited (BUYER)**
By:	**By:**
Name: Jaideep Nigam	**Name:**
Designation: GM(MARKETING)	**Designation:**
(Authorized Signatory of the Seller)	**(Authorized Signatory of the Buyer)**

WITNESSES:

1.	**1.**
Name: Amit K Jain	**Name:** _____
Address: CM (Mktg-Gas)	**Address:** _____
2.	**2.**
Name: Nishkalsh Vashisth	**Name:** _____
Address: CM (MKTG-GAS)	**Address:** _____

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

HONDA MOTORCYCLE & SCOOTER INDIA PRIVATE LIMITED

AS BUYER

Dated: 20/12/2021

Inder Singh Sunil Kumar Pandita KIMINORI MATSUSHITA Pankaj Chauhan Naveen Awal

DocUUID : 889416b2-d5aa-4674-b756-8df927a1088a

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROX AVERAGE DAILY In MMBTU/Day
2022 01.01.2022-31.12.2022	124.89	0.009240	362
2023 01.01.2023-31.12.2023	146.97	0.010866	426
2024 01.01.2024-31.12.2024	147.05	0.010840	425
2025 01.01.2025-31.03.2025	41.49	0.011760	461

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the Downward Flexibilities Quantities then outstanding (such quantity requested in a Contract Year, the "**Make Good Gas**").

HMSI L&S/SD/6488
Inder Singh Sunil Kumar Pandita KIMINORI MATSUSHITA Pankaj Chauhan Naveen Awal
DocUUID : 88941fb2-d5aa-4674-b758-8d927a1088e

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **6 Bar** (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

HMSI L&S/SD/6488

Inder Singh Sunil Kumar Pandita KIMINORI MATSUSHITA Pankaj Chauhan Naveen Aswal

DocUUID : 86941fb2-d5aa-4674-b758-8d927a1088a

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (INDIA) LIMITED (SELLER)

By:
Name: R. KUMAR
Designation Chief General Manager

HONDA MOTORCYCLE & SCOOTER INDIA PVT. LTD (BUYER)

Ichiro Shimokawa

Reason: Digitally Signed Document

UUID: 0284edd5-0606-42b7-a809-9ebe4a0e2b4d

By:
Name: _____
Designation: _____

WITNESSES:

1.

Name: RANDEEP NAIN
Address: DGM (MKTG-GAS)

2.

Name: NISHPAKSH VASHISHTA
Address: CM (MKTG-GAS)

1.

Name: _____
Address: _____

2.

Name: _____
Address: _____

HMSI L&S/SD/6488

Inder Singh Sunil Kumar Pandita KIMINORI MATSUSHITA Pankaj Chauhan Naveen Awal

DocUUID: 88941fb2-d9aa-4674-b758-8df927a1068e

L. No. 180/2020

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP10977488710295T
Certificate Issued Date	:	19-Jul-2021 04:24 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804099304380675777T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

----------Please write or type below this line----------

GAS SALES AGREEMENT

This Gas Sales Agreement dated as of 25th day of October, 2021, (this "**Agreement**") at Noida is made by and between:

GAIL (INDIA) LIMITED, (CIN L40200DL1984GOI018976): a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **ONE PART**;

AND

HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD, a company constituted under the Companies Act, 1956 having its Registered Office at Commercial Complex II, Sector 49-50, Golf Course Extension Road, Gurugram, Haryana-122018 (hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **OTHER PART**.

In this Agreement, the Seller and the Buyer are individually referred to as a "**Party**" and collectively as the "**Parties**".

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
First Contract Year* 01.11.2021-31.12.2021	19.764	0.008	324
01.01.2022-31.12.2022	118.260	0.008	324
01.01.2023-31.12.2023	118.260	0.008	324
Last Contract year 01.01.2024-31.10.2024	98.82	0.008	324

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Points at a pressure in the range of **Three (03) to Four (04) Bar (a) (on Best Endeavour Basis) (the "Delivery Pressure").**

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

Signature..... Kanika
ACC Name - Kanika Aggarwal ACC Code - UP14013804
ACC Add - Noida - [illegible] - 9582239873
License No. - 160/2020, Tehsil & Distric - G.B. Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-UP99812534036058T**
Certificate Issued Date	:	05-Jul-2021 01:17 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804873051932045 67T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

----------Please write or type below this line----------

This Agreement is made on the 30th Day of July 2021 at **Noida (U.P)**

BETWEEN:

GAIL (India) Limited (formerly known as Gas Authority of India Limited), a company incorporated under the Companies Act, 1956 having its registered office at **GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, Ring Road, New Delhi 110 066 India**, hereinafter referred to as "SELLER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns) of the first part

AND

INDRAPRASTHA GAS LIMITED, a Company/Firm/Proprietary Concern/Society/Statutory Body incorporated under [the Companies Act, 1956/Partnership Act/ Societies Registration Act/Cooperative Societies Act/Statute] having its registered office/Headquarters at **IGL Bhawan, Plot No.4, Community Centre, Sector-9, R K Puram, New Delhi-110022**, hereinafter referred to as "BUYER" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns) of the second part

Parties of the first and second part are individually referred to as a **"Party"** and collectively referred to as the **"Parties"**

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at **City Gate Station at Bawal and Dharuhera.** Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure in the range of **19 (Nineteen) to 25 (Twenty-Five) Kg/Cm^2** at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering

Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.052737 (Zero Point Zero Five Two Seven Three Seven) Million Standard Cubic Meters per Day (MMSCMD).**

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of NIL Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

GAS SALES & TRANSPORTATION AGREEMENT
(APM GAS)

BETWEEN

GAIL (India) Limited

As SELLER

AND

INDRAPRASTHA GAS LIMITED
As BUYER

FOR THE SALE AND PURCHASE/TRANSMISSION

OF

NATURAL GAS

For CGD operations in Geographic Area of

PALI, AJMER AND RAJSAMAND DISTRICTS

For CNG (Transport) and PNG (Domestic) segments

(Date:30.07.2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point as mutually agreed between the Parties. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering

Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.003119 (Zero Point Zero Zero Three One One Nine)** Million Standard Cubic Meters per Day (MMSCMD).

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of 0(Zero) Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

For BUYER:

Mr. Amit Garg,
Director Commercial,
IGL Bhawan, Plot No. 4,
Community Centre, Sector 9,
R K Puram, New Delhi 110022

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
रवि अग्रवाल/Ravi Agarwal कार्यकारी निदेशक/Executive Director प्रचा. एवं अनु.-जेएलपीएल एवं अंचलिक ईडी O&M-JLPL & Zonal ED गेल (इंडिया) लिमिटेड/GAIL (India) Limited जयपुर/Jaipur	S. K. BHATIA VP (BUSINESS DEV., CORP. STRATEGY & GAS SOURCING) INDRAPRASTHA GAS LIMITED 4, COMMUNITY CENTRE, SECTOR - 9, R.K. PURAM NEW DELHI - 110 022
Witnesses	**Witnesses**
1.	1.
2.	2. Abhay Modi

GAS SALES & TRANSPORTATION AGREEMENT
(Non APM GAS)

BETWEEN

GAIL (India) Limited
As SELLER

AND

INDRAPRASTHA GAS LIMITED
As BUYER

FOR THE SALE AND PURCHASE/TRANSMISSION

OF

NATURAL GAS

For CGD operations in Geographic Area of

PALI, AJMER AND RAJSAMAND DISTRICTS

For CNG (Transport) and PNG (Domestic) segments

(Date:30.07.2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at as mutually decided between the Parties. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay for Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.002881(Zero Point Zero Zero Two Eight Eight One)** Million Standard Cubic Meters per Day (MMSCMD).

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of 0(Zero) Million Standard Cubic Meters per Day(MMSCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer, the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

6.02 The Buyer shall, on or before the commencement of each Financial Year, provide in writing the order of priority in which Buyer would off take Gas supplied at the Delivery Point under this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, (**"Priority List"**). The quantity of Gas taken by the Buyer at the Delivery Point on each Day shall be allocated between this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, in accordance with the Priority List. In case the

For BUYER:

Mr. Amit Garg,
Director Commercial,
IGL Bhawan, Plot No. 4,
Community Centre, Sector 9,
R K Puram, New Delhi 110022

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
रवि अग्रवाल/Ravi Agarwal कार्यकारी निदेशक/Executive Director का. एवं अनु.-जेएलपीएल एवं आंचलिक ई.डी. O&M-JLPL & Zonal ED गेल (इंडिया) लिमिटेड/GAIL (India) Limited जयपुर/Jaipur	S. K. BHATIA VP (BUSINESS DEV., CORP. STRATEGY & GAS SOURCING) INDRAPRASTHA GAS LIMITED 4, COMMUNITY CENTRE, SECTOR - 9, R.R. PURAM NEW DELHI - 110 022
Witnesses:	**Witnesses**
1.	1.
2.	2. Bhelay Modi

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

Indraprastha Gas Limited
AS BUYER

Dated: 16th November, 2021

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
First Contract Year* **16.11.2021-31.12.2021**	**478.301** BBTU x No of Days in First Contract Year /365	**0.2**	**7841**
Other Contract Years	**2861.965**	**0.2**	**7841**
Last Contract year **01.01.2026-15.11.2026**	**2501.279** BBTU x No of Days in Last Contract Year /365	**0.2**	**7841**

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point(s) at a pressure subject to **available matching pressure on Best Endeavour Basis (the "Delivery Pressure").**

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)	**Indraprastha Gas Limited (BUYER)**
(India) Limited (Marketing Zonal NCR) Noida Zonal Ch. General Manager	
By:	**By:**
Name: ADRI MANDAL	**Name:** S. K. BHATIA VP (BUSINESS DEV., CORP. STRATEGY & GAS SOURCING) INDRAPRASTHA GAS LIMITED COMMUNITY CENTRE, SECTOR - 9, R.K. PURAM NEW DELHI - 110 022
Designation:	**Designation:**
(Authorized Signatory of the Seller)	**(Authorized Signatory of the Buyer)**

WITNESSES:

1.	**1.**
Name:	**Name:** ROHIT JAIN
Address:	**Address:**
2.	**2.**
Name: RAJEEV SAHAI	**Name:**
Address: GAIL, NOIDA	**Address:**

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

[TORRENT GAS JAIPUR PRIVATE LIMITED]

AS BUYER

Dated: [*20/12/2021*]

TORRENT GAS JAIPUR PRIVATE LIMITED

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
2022	13.455	0.001
2023	13.455	0.001
2024	13.494	0.001
2025	13.455	0.001
Last Contract year(2026)	13.455	0.001

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

TORRENT GAS JAIPUR PRIVATE LIMITED

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [*11 to 19 Bar (g)* (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

[*This space is intentionally left blank*]

TORRENT GAS JAIPUR PRIVATE LIMITED

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)

By:
Name: R. KUMAR
Designation: CGM (MARKETING)
(Authorized Signatory of the Seller)

[*TORRENT GAS JAIPUR PRIVATE LIMITED*] (BUYER)

TORRENT GAS JAIPUR PRIVATE LIMITED

By:
Name: UTKARSH BHATT
Designation: DIRECTOR
(Authorized Signatory of the Buyer)

WITNESSES:

1.

Name: Ramdeep Nair
Address: DGM (Mktg-Gas)

2.

Name: Nishbakth Vashishth
Address: CM (Mktg-Gas)

1.

Name: ANSHUL MUNDRA
Address: AHEMDABAD

2.

Name: RITESH SHETTY
Address: AHMEDABAD

GAS SALES & TRANSPORTATION AGREEMENT
(Non APM GAS)

BETWEEN

GAIL (India) Limited
As SELLER

AND

TORRENT GAS PRIVATE LIMITED

As BUYER

FOR SALE AND PURCHASE

OF

NATURAL GAS

For CGD operations in Geographic Area-56 of Alwar (Other than Bhiwadi) & Jaipur Districts

For CNG (Transport) and PNG (Domestic) segments

(Date: 30.07.2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at as per Hooking Up agreement dated 14.05.2019. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay for Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure not exceeding the maximum pressure of 27 Bar(g) and shall not be less than 19 Bar (g) at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

[redacted]

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the [redacted]

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of 0 (Zero) Million Standard Cubic Meters per Day(MMSCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer, the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

6.02 The Buyer shall, on or before the commencement of each Financial Year, provide in writing the order of priority in which Buyer would off take Gas supplied at the Delivery Point under this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, (**"Priority List"**). The quantity of Gas taken by the Buyer at the Delivery Point on each Day shall be allocated between this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, in accordance with the Priority List. In case the Buyer fails to provide the Priority List before the start of a Financial Year, the Seller shall

For BUYER:

[redacted]

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
Witnesses 1. 2.	Witnesses 1. SUNIL PANDEY 2. KUNAL SHAH

रवि अग्रवाल/Ravi Agarwal
कार्यकारी निदेशक/Executive Director
कार्य एवं प्रभार-जेएलपीएल एवं अतिरिक्त ई.डी.
OSM-JLPL & Zonal ED
गेल (इंडिया) लिमिटेड/GAIL (India) Limited
जयपुर/Jaipur

TORRENT GAS PRIVATE LIMITED

GAS SALES & TRANSPORTATION AGREEMENT
(APM GAS)

BETWEEN

GAIL (India) Limited

As SELLER

AND

TORRENT GAS PRIVATE LIMITED

As BUYER

FOR SALE AND PURCHASE

OF

NATURAL GAS

For CGD operations in Geographic Area-56 of Alwar (Other than Bhiwadi) & Jaipur Districts

For CNG (Transport) and PNG (Domestic) segments

(Date: 30.07.2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point [redacted] Agreement dated 14.03.2019. Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge pressure [redacted] at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the

Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the [redacted]

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of [redacted] Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

For BUYER:

M/s Utkarsh Bhatt
Vice President (Commercial)
Torrent Gas Private Limited,
Samanvay, 600, Tapovan, Ambawadi,
Ahmedabad, Gujarat 380015
Email: utkarshbhatt@torrentpower.com

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
Witnesses 1. 2.	Witnesses 1. SUNIL PANDEY 2. KUNAL SHAH

रवि अग्रवाल/Ravi Agarwal
कार्यकारी निदेशक/Executive Director
प्रचा. एवं अनु.-जेएलपीएल एवं अंचलिक ई.डी.
O&M-JLPL & Zonal ED
गेल (इंडिया) लिमिटेड/GAIL (India) Limited
जयपुर/Jaipur

TORRENT GAS PRIVATE LIMITED

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

Indo Alusys Industries Limited

AS BUYER

Name changed to Tindal Aluminium

Dated: 28/12/2021

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year 01/01/2022 till 31/12/2022	69.000	0.0051 (Zero point zero zero five one) for 345 days
01/01/2023 till 31/12/2023	69.000	0.0051 (Zero point zero zero five one) for 345 days
01/01/2024 till 31/12/2024	69.200	0.0051 (Zero point zero zero five one) for 346 days
01/01/2025 till 31/12/2025	69.000	0.0051 (Zero point zero zero five one) for 345 days
Last Contract year (01/01/2026 till 31/12/2026)	69.000	0.0051 (Zero point zero zero five one) for 345 days

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6(Six) Bar(a) (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

[*This space is intentionally left blank*]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (India) Limited (SELLER)	**Indo Alusys Industries Ltd. (BUYER)**
	For Indo Alusys Industries Ltd.
	Authorised Signatory
By:	**By:**
Name:	**Name:** Ramkrishnesh Soni
Designation:	**Designation:** DGM (CO)
(Authorized Signatory of the Seller)	**(Authorized Signatory of the Buyer)**

WITNESSES:

1.	**1.**
Name: Randeep Nain	**Name:**
Address: GAIL, Jaipur	**Address:**
2.	**2.**
Name: Amit K Jain	**Name:**
Address: GAIL (I) Ltd. Jaipur	**Address:**

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

Name changed to Jindal Aluminium

M/s Indo Alusys Industries Ltd.

AS BUYER

Dated: 20.08.2010

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]*	36.07 (thirty six point zero seven) BBTU	@ 0.005 (zero point zero zero five) mmscmd for 184 days
[Other Contract Years]	67.43 (sixty seven point four three) BBTU	@ 0.005 (zero point zero zero five) mmscmd for 344 days
[Last Contract year]	23.72 (twenty three point seven two) BBTU [BBTU x No of Days in Last Contract Year /365]	@ 0.005 (zero point zero zero five) mmscmd for 121 days

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Restoration Quantities
Upward Flexibility Quantity

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 kg/ cm^2.(the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0' C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 (one hundred and five) % of the DCQ and shall not be lower than 95 (ninety five) % of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the **"Maximum Change Rates"**).

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 4 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on page 1 of this Agreement.

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
	Sr. Vice President (Works)
WITNESS	WTNESS R.K. Bansal
1. (Alok Jain)	1. Sobhan Sarkar.
2. (Umesh Shukla)	2. (R. P. Jaiswal)
	INDO ALUSYS INDUSTRIES LTD. SP 2/333, INDUSTRIAL AREA BHIWADI, DISTT. ALWAR (RAJ.)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

INDUSTRIAL GUAR PRODUCTS PRIVATE LIMITED

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 18/09/2014

For Industrial Guar Products Pvt. Ltd.

(BHARAT JOSHI)
Managing Director

संजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

संजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi By:

Name: **Ranjan Dwivedi** Name: **Sh. Bharat Joshi**

Title: **GAIL (India) Limited** Title : **INDUSTRIAL GUAR PRODUCTS PVT. LTD.**

रंजन द्विवेदी/Ranjan Dwivedi
उप महाप्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Witness:

1. (C.S. MADAN)

2. (Shailesh Sunagar)

Witness:

1. (ASP Krishna praveen)

2. (Prashant Jain)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम–
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

Ref. : GAIL/JZO/HH/SIDE LETTER /IGPPL

Dated 16/05/2018

To
Industrial Guar Products Private Limited
Plot No. A-144 (A) & A-145,
Industrial Area, EPIP Neemrana Distt.
Alwar-301705, Rajasthan

Sub: Side Letter to Gas Sales Agreement (GSA) dated 18.09.2014 between GAIL (India) Limited and Industrial Guar Products Private Limited for supply of Natural Gas (RLNG).

Dear Sir,

This has reference to the Gas Sales Agreement dated **18/09/2014** as amended from time to time between GAIL (India) Limited ("Seller") and **Industrial Guar Products Private Limited** ("Buyer") for supply of RLNG ("Gas") by the Seller to the Buyer at its Delivery Point, hereinafter referred to as **"Agreement"**. The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as "Parties".

Pursuant to the discussions on the Agreement terms, Buyer and Seller agree to modify/add the following in the Agreement:

Whereas Buyer has desired increase in the duration of supply of RLNG and decrease the daily contracted gas quantity (DCQ) and accordingly the amendments in the above noted Agreement is necessitated and the following is agreed to between the Parties:

Clause 1:

The article 3.1 for the definition of Basic Term shall stand amended with the following:
" This Agreement shall come into force on the date it is signed and shall remain in force till 0600 hours of 01.01.2023 (herein called "Basic Term") unless terminated earlier as per the provisions of the Agreement "

e-mail :

For Industrial Guar Products Pvt. Ltd.

(M.V.S. Suorahmanyam)
Authorised Signatory

Clause 2:

The Article 5.1 of the Agreement shall stand revised and read as below :

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at GCV of 9880 kcal/SCM)
From 16/05/2018 to 31/12/2022	100	2550.00

The Agreement and the Side Letters all together represent the entire Agreement between the Buyer and the Seller for supply of gas at Delivery Point. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreement, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

This Side Letter shall be effective from the date of signing and shall remain in force till the validity of the Agreement or as mutually agreed between the Parties.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

16-8-18

Ashish A Gupta
Zonal General Manager

ACCEPTED & AGREED AS ABOVE
(For and on behalf of Industrial Guar Products Private Limited)

For Industrial Guar Products Pvt. Ltd.

(M.V.S. Subrahmanyam)
Authorised Signatory

Name:
Designation: General Manager

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

JAQUAR & COMPANY PRIVATE LIMITED

AS BUYER

[FOR LT RLNG GAS SUPPLIES]

Dated: 22/07/2016

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Jaquar & Co. (Pvt.) Ltd.

Director

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6 (Six)** Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Jaquar & Co. (Pvt.) Ltd.

Director

रंजन द्विवेदी / Ranjan Dwivedi
उप महा प्रबन्धक (विपणन), Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: **Ranjan Dwivedi**
Title: **GAIL (India) Limited**

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

By:

For Jaquar & Co. (Pvt.) Ltd.

Director

Name **Mr. B.B. Duggal**
Title : **JAQUAR & COMPANY PVT. LTD.**

Witness:

1. (Shailesh Sunagar)

2. (C.S. Madan)

Witness:

1.

2. Shyam. M.4

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

29th June, 2018

GAIL/JZO/HH Price Side Letter/2018 / Jaquar & Company Pvt Ltd

To,

M/s Jaquar & Company Pvt Ltd,
SP-53, RIICO Industrial Area,
Bhiwadi, Rajasthan

Kind Attn.: Sh. B.B. Duggal

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 22.07.2016 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 22/07/2016 between GAIL (India) Limited ("Seller") and M/s Jaquar & Company Pvt Ltd ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.03.2021.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 3.1,

For JAQUAR & COMPANY PVT. LTD.

Director/Auth. Signatory

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गैस भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर. के. पुरम, नई दिल्ली - 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011- 26185941

The extended period for Sale and Purchase under this Agreement shall come into force from 01.04.2021 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This Side Letter –"EXT" is effective from 01.04.2021 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 11/12/2017.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **22.07.2016** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

Accepted as above:
For and on behalf of M/s **Jaquar & Company Pvt Ltd**

For JAQUAR & COMPANY PVT. LTD.

Director/Auth. Signatory
(Authorized Signatory)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Side Letter

GAIL/JZO/HH/ADD QTY/Jaquar/2021 **20.11.2021**

To
Sh. B.B. Duggal, Director
Jaquar & Company Pvt Ltd.,
SP-53, RIICO Industrial Area,
Bhiwadi

Subject: Side Letter to Gas Sales Agreement dated 22/07/2016 between GAIL (India) Limited ("Seller") and M/s Jaquar & Company Pvt Ltd ("Buyer")

Dear Sir,

This refers to the Gas Sales Agreement dated 22/07/2016 between GAIL (India) Limited ("Seller") and **M/s Jaquar & Company Pvt Ltd** ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 1000 SCMD (39 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1000 SCMD (39 MMBTU per day) of RLNG for the period starting from 01/12/2021 till 31/12/2027.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 1000 SCMD (39 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1000 SCMD (39 MMBTU per day) of RLNG for the period starting from 01/12/2021 till 31/12/2027.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2023 and shall remain in force for a period up to 31.12.2027 i.e. 06:00 Hrs of 01.01.2028.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 15/01/2018 to 31/03/2018	118	0.003
From 01/04/2018 to 30/11/2021	196	0.005
From 01/12/2021 to 31/12/2027	235	0.006

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 22/07/2016 to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,

For and On behalf of GAIL (India) Limited

Name: Rajesh Kumar
Designation: CGM (Mktg)

For JAQUAR & COMPANY PVT. LTD.

Director/Authorised Signatory

Accepted and agreed as above

For Buyer: **Jaquar & Company Pvt Ltd**
Name: B B Singal
Designation: Director

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

GAIL/JZO/HH/EXT/Jaquar/2021 **22.11.2021**

To
Sh. B.B. Duggal, Director
Jaquar & Company Pvt Ltd.,
SP-53, RIICO Industrial Area,
Bhiwadi

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 22/07/2016 for the supply of RLNG.

Dear Sir,

This refers to the Gas Sales Agreement dated 22/07/2016 between GAIL (India) Limited ("Seller") and **M/s Jaquar & Company Pvt Ltd** ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 31/12/2022

C. Seller and Buyer desire to enter into this Side Letter –**"EXT"** to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. This **Side Letter- "EXT"** is effective from 01/01/2023 till 31/12/2027 for supply of RLNG and forms a part of Agreement.

2. The Price which Buyer shall pay for quantities of Gas to be sold and purchased during the Extension period i.e. 01/01/2023 to 31/12/2027 shall be as per Price Side Letter dated **22/11/2021**.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **22/07/2016** to the Buyer's facility located at Tapukara, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name:
Designation: Rajinder Kumar
CGM(Mktg)

For JAQUAR & COMPANY PVT. LTD.

Director/Authorised Signatory

Accepted and agreed as above

For Buyer: **M/s Jaquar & Company Pvt Ltd**
Name:
Designation:

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

JHALANI EXTRUSION

AS BUYER

JHALANI EXTRUSION
(A UNIT OF PROMI METAL LTD.)
Auth. / Director Sign.

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 20/11/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

JHALANI EXTRUSION
(A UNIT OF PROMI METAL LTD.)
Auth. / Director Sign.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

JHALANI EXTRUSION
(A UNIT OF PRCM METAL LTD.)
Auth. / Director Sign.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 03 of this Agreement.

By: By:

Name: **Ranjan Dwivedi** Name: **Sh. Sumit Jhalani**

Title: **GAIL (India) Limited** Title : **Jhalani Extrusion**

Witness: Witness:

1. (C.S.MADAN) 1. (PRASHANT KUMAR)

2. (Shaikh Sunayar) 2. Naveen Kumar Jain

JHALANI EXTRUSION
(A UNIT OF PRCM METAL LTD.)
Authl. / Director Sign.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर ऑचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Ref: GAIL/JZO/ Jhalani Extrusion /2021

20.01.2021

To,
M/s Jhalani Extrusion
C-36, RIICO Industrial Area,
Neemrana

SUB: Side Letter dated 20.01.2021 to Gas Sales Agreement dated 20/11/2014 between GAIL (India) Limited (Seller) and Jhalani Extrusion (Buyer).

This side letter refers to the Gas Sales Agreement dated 11/09/2014 between **GAIL (India) Limited** ("Seller") and **Jhalani Extrusion** ("Buyer") (hereinafter together referred to as the "Agreement") for supply of Gas to the Buyer.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 1000 SCMD (39 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1000 SCMD (39 MMBTU per day) of RLNG for the period starting from 01/02/2021 till 31/12/2022.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 1000 SCMD (39 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1000 SCMD (39 MMBTU per day) of RLNG for the period starting from 01/02/2021 till 31/12/2022. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 20/04/2015 to 31/12/2016	59	0.001500
From 01/01/2017 to 31/03/2018	79	0.002000
From 01/04/2018 to 30/06/2018	99	0.002525
From 01/07/2018 to 31/01/2021	118	0.003000
From 01/02/2021 to 31/12/2022	157	0.004000

The Price of the Gas for the additional quantity 1000 SCMD (39 MMBTU/day) of RLNG to be taken during the period (01/02/2021-31/12/2022) shall be pursuant to **Price Side letter dated 20.01.2021.**

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail. This Side Letter shall come into force from **01/02/2021** for additional quantity of **39 MMBTU/Day.**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **20/11/2014** to the Buyer's facility located at Neemrana, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

Accepted and agreed as above

For JHALANI EXTRUSION

Authorised Signatory

For Buyer: **Jhalani Extrusion**
Name:
Designation:

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

29th June, 2018

GAIL/IZO/HH Price Side Letter/2018 / Jhalani Extrusion

To,

M/s Jhalani Extrusion
C-36, RIICO Industrial Area,
Neemrana, Rajasthan

Kind Attention: Sh. Sumit Jhalani

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 20.11.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 20/11/2014 between GAIL (India) Limited ("Seller") and M/s Jhalani Extrusion ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Neemrana, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 3.1,

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

पंजीकृत कार्यालय : 16, शिवाजी मार्ग, नई दिल्ली - 110066, फोन : 011-26182955, फैक्स : 011-26185941
Jaisalmer Local LPG Pipeline HQ, GAIL Bhawan, Sector-4, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2330347, 2330617, 2330698 Fax : 0141-2330374
Corp.Office : 16, Shivaji Marg, Near Moti Bagh, Opp. R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

For JHALANI EXTRUSION

Authorised Signatory

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This Side Letter –"EXT" is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 11/12/2017.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated 20.11.2014 shall remain unchanged and shall be binding between the Parties.

Thanking you,

GAIL (India) Limited

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

Accepted as above:

For [illegible] Extension

Authorised Signatory
(Authorized Signatory)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

JJF CASTINGS LIMITED
AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Received One set of original GSA.

Dated: 08/10/2015

For JJF CASTINGS LIMITED

Authorised Signatory

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6 (Six) Bar(a) (the "Delivery Pressure").**

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For JJK CASTINGS LIMITED

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

For JJF CASTINGS LIMITED

By:

Name: **Ranjan Dwivedi**
रंजन द्विवेदी/Ranjan Dwivedi
उप मह प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लि./GAIL (India) Ltd.
Title: **GAIL (India) Limited**
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

By:

Authorised Signatory

Name: **Sh. Naresh Kumar**

Title : **JJF Castings Limited**

Witness:

1. Shailesh Sunagar

2.

Witness:

1.

2.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking – A Maharatna Company)

गेल भवन
जयपुर क्षेत्रीय कार्यालय
सेक्टर-6, विद्याधर नगर, जयपुर-302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR 302039

फोन/PHONE: 0141-2250947,2230617,2230698
फैक्स/FAX: 0141-2230634

Side Letter

GAIL/JZO/ADD QTY/IIF Castings/2021 22/03/2021

To,

M/s IIF Castings Limited,
SP 174(A), [illegible]
Bhiwadi [illegible]
Distt. Alwar, [illegible]

Sub: [illegible] between GAIL (India) Limited
("[illegible]")

Ref: [illegible]

This refers to the Gas Sales Agreement dated 08/10/2015 between GAIL (India) Limited ("Seller") and M/s IIF Castings Limited ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 2000 SCMD (79 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 2000 SCMD (79 MMBTU per day) of RLNG for the period starting from 01/04/2021 till 31/12/2022.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed as follows: The Buyer requested to the Seller for supply of additional 2000 SCMD (79 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 2000 SCMD (79 MMBTU per day) of RLNG for the period starting from 01/04/2021 till 31/12/2022. Accordingly, the Article 5.1 of the Agreement is hereby revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ [illegible]
	(in MMBTU)
From [illegible] to 31/03/2019	78
[illegible]	117
[illegible]	196

The Price of the Gas for the additional quantity 2000 SCMD (78 MMBTU/day) of RLNG to be taken during the period (01/04/2021-31/12/2022) shall be pursuant to Price Side letter dated 22.03.2021.

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain [illegible] and shall apply. The Agreement and other Side Letters, including this Side Letter, constitute the entire agreement between the Buyer and the Seller for [illegible] dated 08/10/2015 to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

JJF CASTINGS LIMITED
(Formerly known as JPM Renewable Energy Limited)
Corporate Office: GP - 14, HSIIDC Industrial Estate, Sector - 18, Gurgaon (Haryana) - 122001 India
Phone-+91-124-4623400, Fax-+91-124-4623403,E-mail:info@jjfcindia.com
CIN : U31900DL2010PLC207377

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

29th June, 2018

GAIL/JZO/HH Price Side Letter/2018 / JJF Castings Limited

To,

M/s JJF Castings Limited
SP 174(A), Kahrani Industrial Area,
Bhiwadi extension,
Distt. Alwar, rajasthan-301019

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 08.10.2015 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 08/10/2015 between GAIL (India) Limited ("Seller") and M/s JJF Castings Limited ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 07.10.2020.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

For JJF CASTINGS LIMITED

Authorised Signatory

1. Periods for Sale and Purchase

In Article 3.1,

e-mail :

CIN : L40200DL1984GOI018976 **Website : www.gailonline.com**

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

JJF CASTINGS LIMITED

(Formerly known as JPM Renewable Energy Limited)

Corporate Office: GP - 14, HSIIDC Industrial Estate, Sector - 18, Gurgaon (Haryana) - 122001, India

Phone-+91-124-4623400, Fax-+91-124-4623403,E-mail:info@jjfcindia.com

CIN : U31900DL2010PLC207377

The extended period for Sale and Purchase under this Agreement shall come into force from 08.10.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 08.10.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 11/12/2017.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **08.10.2015** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

For JJF CASTINGS LIMITED

Authorised Signatory

Accepted as above:
For and on behalf of M/s **JJF Castings Limited**

(Authorized Signatory)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

KEI INDUSTRIES LIMITED
AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For KEI INDUSTRIES LTD.

(Authorised Signatory)

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less **than 6 (Six) Bar(a) (the "Delivery Pressure").**

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For KEI INDUSTRIES LTD.

(Authorised Signatory)

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इण्डिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

By:

Name: **Sh. Rajender Singh**

Title : **KEI Industries Limited**

For KEI INDUSTRIES LTD.

(Authorised Signatory)

Witness:

1. Shailesh Sunagar

2. C.S. MADAN

Witness:

1. Baljeet Kaur

2. Ganesh

Ganesh

For KEI INDUSTRIES LTD.

(Authorised Signatory)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम–
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

28th June, 2018

GAIL/JZO/HH Price Side Letter/2018 / KEI Industries Limited

To,

M/s KEI Industries Limited
Plot No. – SP -920, RIICO Industrial Area,
Bhiwadi Phase-III,
Rajasthan – 301019

Kind Attn.: **Sh. Rajender Singh**

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s KEI Industries Limited ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 3.1,

e-mail :
CIN : L40200DL1984GOI018976 **Website : www.gailonline.com**
जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर–6, विद्याधर नगर, जयपुर–302039, फोन : 0141–2230347, 2230617, 2230698 फैक्स : 0141–2230374
Jamnagar Loni LPG Pipeline HQ: GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011–26182955, फैक्स : 011–26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

For KEI Industries Limited

Authorised Signatory

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 01/02/2018.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)

Zonal General Manager

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
अंचलिक महाप्रबंधक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Accepted as above:
For and on behalf of M/s **KEI Industries Limited**

For KEI Industries Limited

(Authorized Signatory)

Authorised Signatory

राजस्थान RAJASTHAN

F 613307

11 DEC 2017

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

USG BORAL BUILDING PRODUCTS (INDIA) PVT. LTD

AS BUYER

Dated: 19.01.2018

USG BORAL BUILDING PRODUCTS (INDIA) PVT. LTD.

19/01/18

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर अंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year*	68.01 (Six Eight Point ZeroOne)	0.005 (zero point zero zero five)
Other Contract Years	71.54 (Seventy One Point five four)	0.005 (zero point zero zero five)
Last Contract year	71.54 (Seventy One Point five four)	0.005 (zero point zero zero five)

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to

19/01/18

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
[illegible] जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 4 (Four) Bar(a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

आशीष आनन्द गुप्ता / Ashish Anand Gupta
GAIL (India) Limited (SELLER)
महाप्रबंधक (वाणिज्य) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

By:
Name: Ashish Gupta
Designation: Zonal General Manager
(Authorized Signatory of the Seller)

USG Boral Buildings Products Private Limited (BUYER)

USG BORAL BUILDING PRODUCTS (INDIA) PVT. LTD.

19/01/16

By:
Name: Kiran Kumar
Designation: CEO
(Authorized Signatory of the Buyer)

WITNESSES:

1.

Name: Shailesh Sunagar
Address: GAIL - Jaipur

2.

Name: Nishakt Vashishta
Address: GAIL - Jaipur

1.

Name: SATYA SHARMA
Address: Unit - 610-613, Vipul Trade Centre, Sohna Road, Gurgaon - 122001, HARYANA

2.

Name: (SADHANA BAHRI)
Address: Unit No - 610-613, Sixth Floor, Vipul Trade Centre, Sector-48 Gurgaon-122001, Haryana

Shailesh

राजस्थान RAJASTHAN

G 477245

GAS SALE AGREEMENT

BETWEEN

GAIL (India) Limited

AS SELLER

AND

Lafarge Boral Gypsum India Pvt. Ltd.

AS BUYER

DATED: 17/09/2009

ए. के. मित्तल / A. K. MITTAL
महाप्रबन्धक (प्र. व अनु.) जे.,ल.पी.एल. व आँच, विपणन
General Manager (O & M) J.L.P.L. & Zonal Marketing
गेल (इण्डिया) लिमिटेड / GAIL (India) Limited
जयपुर / JAIPUR

Lafarge Boral Gypsum India

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall se and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase an receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Ter (each an **"Annual Contract Quantity"** or **"ACQ"**) as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	96.45 including Earlier Make Up Gas – MMBTUs	@ 0.010 MMSCMD For 246 days
[Other Contract Years]	134.870	@ 0.010 MMSCMD For 344 days
[Last Contract year]	47.44 [BBTU x No of Days in Last Contract Year /365]	@ 0.010 MMSCMD For 121 days.

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to b made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordan with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjust is referred to as the **"Adjusted Annual Contract Quantity"** or the **"AACQ"**:

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Four bar (g) (4) Bar (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0^0C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 01 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 01 of this Agreement.

By :

Name : A. K. MITTAL

Designation: GM(O&M) ZONAL Mktg.

ए. के. मित्तल / A. K. MITTAL
महाप्रबन्धक (प्र. व अनु.) जे.ल.पी.एल. व जोन, विपणन
General Manager (O & M) J.L.P.L. & Zonal Marketing
गेल (इण्डिया) लिमिटेड / GAIL (India) Limited
जयपुर / JAIPUR

Witness :

1. (ANANT KHOSRAGADE)

2.

By :

Name : THOMAS PAUL

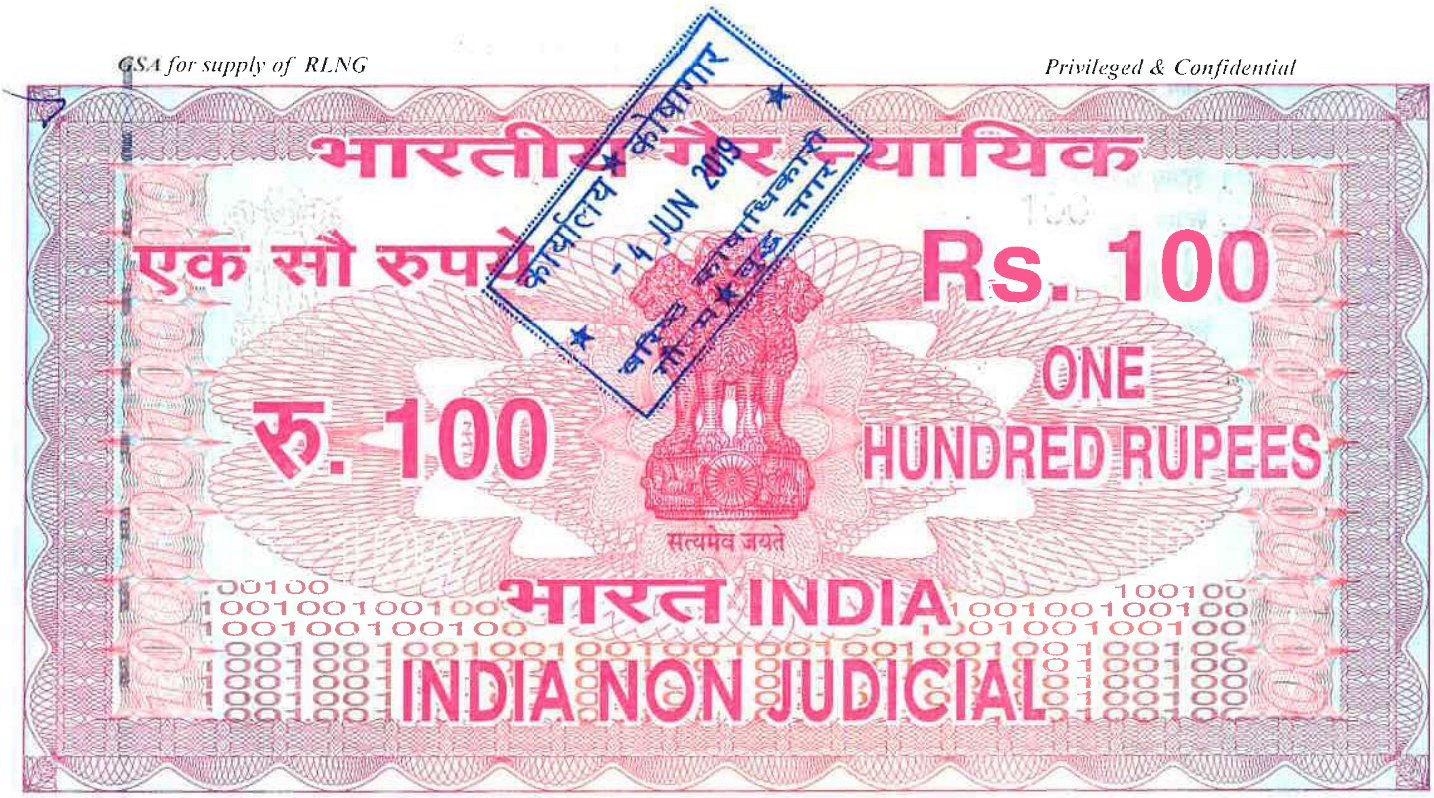
Designation: PLANT HEAD

Boral Gypsum India Pvt. Ltd. ★ Lalsiya KHUSKHERA

Witness :

1. (Manoj Kumar Gupta)

2.



उत्तर प्रदेश UTTAR PRADESH EY 224350

GAS SALES AGREEMENT

This gas sales agreement dated as of 20th day of June, 2019, (this "**Agreement**") at Noida is made by and between:

GAIL (INDIA) LIMITED, (CIN L40200DL1984GOI018976): a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **ONE PART**;

AND

Maruti Suzuki India Limited, (CIN **L34103DL1981PLC011375**) a company constituted under the Companies Act, 1956 having its Registered Office at 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110070, India in the state of Delhi, (hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **OTHER PART**.

In this Agreement, the Seller and the Buyer are individually referred to as a "**Party**" and collectively as the "**Parties**".

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year* (01.01.2020 – 31.12.2020	**143.495** BBTU x No of Days in First Contract Year /365	392.063	0.010
Other Contract Years (01.01.2021 – 31.12.2021)	**143.103**	392.063	0.010
01.01.2022 – 31.12.2022 Last Contract year	**143.103** BBTU x No of Days in Last Contract Year /365	392.063	0.010

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [*10 (Ten)*] Bar(a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

उत्तर प्रदेश UTTAR PRADESH EY 224347

GAS SALES AGREEMENT

This gas sales agreement dated as of *20*th day of June, 2019, (this "**Agreement**") at Noida is made by and between:

GAIL (INDIA) LIMITED, (CIN L40200DL1984GOI018976): a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **ONE PART**;

AND

Maruti Suzuki India Limited, (CIN **L34103DL1981PLC011375**) a company constituted under the Companies Act, 1956 having its Registered Office at 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110070, India in the state of Delhi, (hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **OTHER PART**.

In this Agreement, the Seller and the Buyer are individually referred to as a "**Party**" and collectively as the "**Parties**".

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year* (01.01.2020 – 31.12.2020)	0.000 BBTU x No of Days in First Contract Year /365	0.000	0.000
Other Contract Years (01.01.2021 – 31.12.2021)	815.688	2234.762	0.057
Last Contract year (01.01.2022 – 31.12.2022)	872.929 BBTU x No of Days in Last Contract Year /365	2391.587	0.061

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [*28 (Twenty-eight)*] Bar(a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

MATOD INDUSTRIES PRIVATE LIMITED

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 15/12/2017

For Matod Industries Pvt. Ltd.

Director

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.03.2018 To 14.03.2022	79.00 MMBTU (Seventy Nine Only	2000.00 SCMD (Two Thousand Only)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over

For Matod Industries Pvt. Ltd.

Director

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} .(g)** (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Matod Industries Pvt. Ltd.

Director

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ashish A Gupta
Title : General Manager (Marketing)
Company: **GAIL (India) Ltd**

By:

Name: Hershit Gupta
Title : Director
Company : **Matod Industries Private Ltd**

Witness:

1. Shirish Surayan
2. CM (C.S. Madan)

Witness:

1. Balpreet Kaur
2. Ganesh Sharma

For Matod Industries Pvt. Ltd.

Director

Shirish CM

गेल (इंडिया) लिमिटेड

GAIL (India) Limited

गेल भवन
जयपुर जोनल कार्यालय
सेक्टर-6, विद्याधर नगर, जयपुर-302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6 VIDHYADHAR NAGAR, JAIPUR-302039

टेलि./PHONE: 0141-2230347, 2230617, 2230698
फैक्स/FAX: 0141-2230374

Ref: GAIL/JZO/Matod Industries/Add Qty/2021 **21.09.2021**

The Director,
Matod Industries Private Limited,
E-801, RIICO Industrial Area,
Bhiwadi -301019

SUB: Side Letter dated 21.09.2021 to Gas Sales Agreement dated 15/12/2017, between GAIL (India) Limited (Seller) and Matod Industries Private Limited (Buyer).

This price side letter ("Price Side Letter") refers to the Gas Sales Agreement dated 15/12/2017 between GAIL (India) Limited ("Seller") and Matod Industries Private Limited ("Buyer") (hereinafter together referred to as the "Agreement") for supply of Gas to the Buyer.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 2000 SCMD (78 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 2000 SCMD (78 MMBTU per day) of RLNG for the period starting from 01/10/2021 till 31/12/2027.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 2000 SCMD (78 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 2000 SCMD (78 MMBTU per day) of RLNG for the period starting from 01/10/2021 till 31/12/2027. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 23/07/2018 to 30/09/2018	79	0.002
From 01/10/2018 to 31/10/2019	158	0.004
From 01/11/2019 to 30/09/2021	240	0.0061
From 01/10/2021 to 31/12/2027	318	0.0081

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail. This Side Letter shall come into force from 01/10/2021 for additional quantity of 78 MMBTU.

FOR MATOD INDUSTRIES (P) LTD.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **15/12/2017** to the Buyer's facility located at **Bhiwadi, Rajasthan**.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name:
Designation:

Accepted and agreed as above

For Buyer: Matod Industries Private Limited
Name:
Designation:

For MATOD INDUSTRIES (P) LTD.

Director

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

Mehru Electrical & Mechanical Engineers (P) Ltd

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 04/11/2015

Received One set Original GSA

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर जोनल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Mehru Electrical and Mechanical Engineers (P) Ltd. Bhiwadi

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.05.2016 To 03.11.2020	20.00 MMBTU	500.00 SCMD (Five Hundred Only)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Mehru Electrical and Mechanical Engineering (P) Ltd

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6 (Six)** Bar(a) (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Mehru Electrical and Mechanical Engineering (P) Ltd. Bhiwadi

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi

Name: **Ranjan Dwivedi**

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Title: **GAIL (India) Limited**

By: P. Panigrahi

Name: **Prasanta Panigrahi**

Title: **Mehru Electrical & Mechanical Engineers (P) Ltd.**

Witness:

1. Shaikh (Shaikh Sunagar)

2. (C.S. Madan)

Witness:

1. UDAY BHAN

2.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

GAIL/JZO/2020/ Mehru Electrical / EXT **08th October, 2020**

To,
Mehru Electrical & Mechanical Engineers (P) Ltd.
SP-2/180, RIICO Industrial Area,
Kahrani, Bhiwadi - 301019,
Dist. Alwar (Rajasthan), India

SUB: Side Letter dated 08/10/2020 to Gas Sales Agreement dated 04/11/2015 between GAIL (India) Limited and Mehru Electrical & Mechanical Engineers (P) Ltd.

This refers to the Gas Sales Agreement dated 04/11/2015 between **GAIL (India) Limited** ("Seller") and **Mehru Electrical & Mechanical Engineers (P) Ltd.** ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 03/11/2020

C. Seller and Buyer desire to enter into this Side Letter –**"EXT"** to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase

   In Article 5.1

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 13/06/2016 to 30/06/2016	20	0.0005
From 01/07/2016 to 31/01/2017	26	0.00065
From 01/02/2017 to 31/03/2018	40	0.001
From 01/04/2018 to 03/11/2020	55	0.0014
From 04/11/2020 to 03/11/2025	55	0.0014

Mehru Electrical and Mechanical Engineers (P) Ltd. Bhiwadi

The extended period for Sale and Purchase under this Agreement shall come into force from 04/11/2020 and shall remain into force for a period upto 03/11/2025 i.e. 06:00 hours of 04/11/2025

2. This **Side Letter- "EXT"** is effective from 04/11/2020 till 03/11/2025 for supply of RLNG and forms a part of Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD which shall be as per Price Side Letter dated **08/10/2020.**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **04/11/2015** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

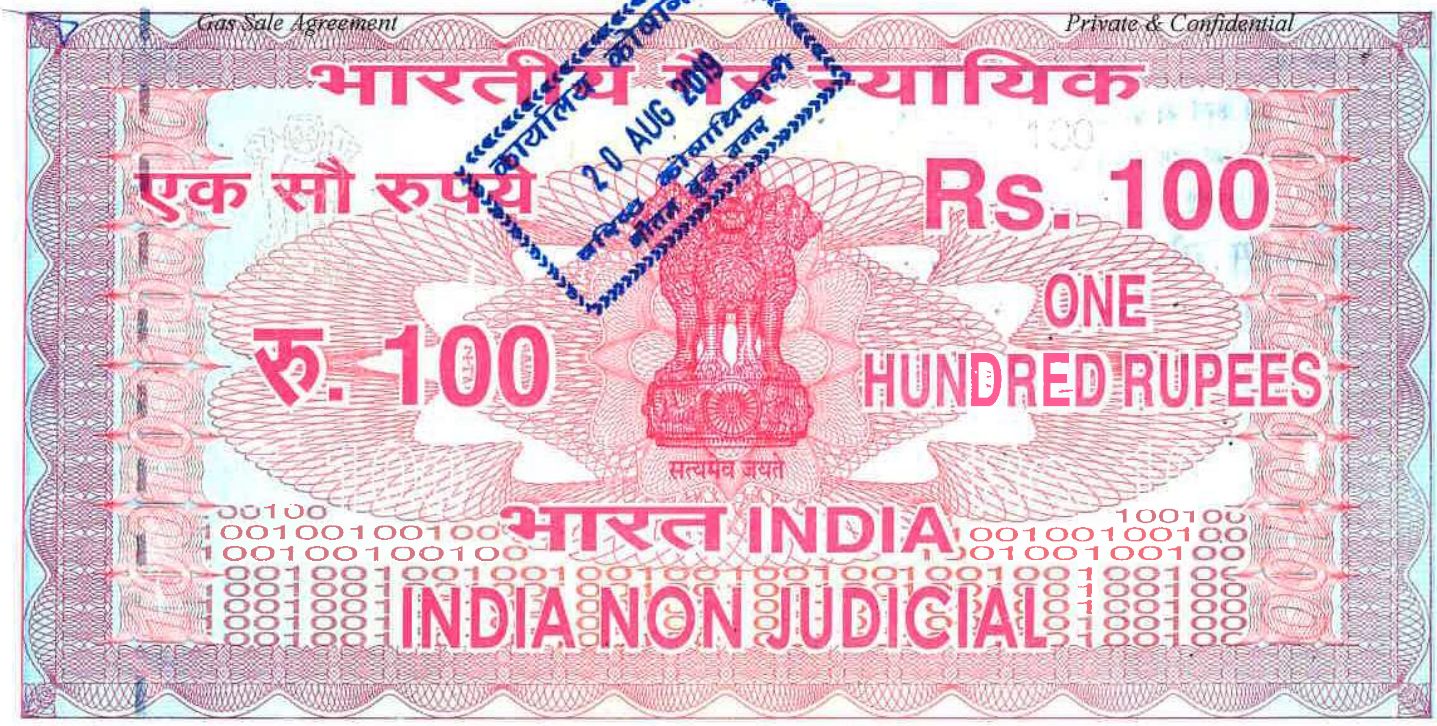
Partha 19/10/2020

Partha Jana
Zonal Executive Director
कार्यकारी निदेशक/Executive Director
प्रचा. एव अनु.–जेएलपीएल एवं ऑचलिक ई.डी.
O&M-JLPL & Zonal ED
गेल (इंडिया) लिमिटेड/GAIL (India) Limited
जयपुर/Jaipur

Accepted and agreed as above

For Buyer: **Mehru Electrical & Mechanical Engineers (P) Ltd.**
Name: Prasanta Panigrahi
Designation: Deputy Manager

Mehru Electrical and Mechanical Engineers (P) Ltd. Bhiwadi



उत्तर प्रदेश UTTAR PRADESH FC 991223

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of **2nd** day of **December, 2019**, at **Dharuhera (Haryana)** is made by and between:

GAIL (INDIA) LIMITED, (a Government of India undertaking, **CIN L40200DL1984GOI018976**), a company incorporated under the Companies Act, 1956 and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

Mehsana District Cooperative Milk Producers Union Limited, (CIN U15200GJ2015PLC082077) , a company / firm / proprietary concern / society constituted under the Companies Act, 1956 / Partnership Act / Societies Registration Act / Cooperative Societies Act / Statute having its Registered Office at **Mehsana District Cooperative Milk Producers Union Limited, Mehsana** in the state of **Gujarat** , (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

RS

Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.01.2020-31.12.2024	160.00 MMBTU	4081 SCM

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used for calculation of Fortnightly Overdrawn Quantity. The "**Fortnightly Overdrawn Quantity**" shall be the aggregate of the daily Authorized Overdrawl quantity over a Fortnight after adjusting the under drawls by the Buyer in such Fortnight.

The Day(s) on which the overdrawn quantity is more than the 10% of the DNQ, for that Day, shall be excluded from the relevant Fortnight and the

remaining Day(s) shall be used for calculation of Fortnightly Overdrawn Quantity.

In case the Fortnightly Overdrawn Quantity is positive (greater than zero), then the Fortnightly Overdrawn Quantity shall be charged at 120 % of the highest priced Gas (price of such Gas delivered into Seller's pipeline network) as declared by the Seller at that time plus all other charges including Taxes and Duties as applicable in terms of this Agreement.

(iv) The Seller shall have unrestricted right to curtail supplies to the Buyer in case of Unauthorized Overdrawl.

ARTICLE 6 - FACILITIES

6.1 On or prior to the Initial Supply Date, the Parties shall ensure the readiness of their respective facilities to deliver and receive Gas under this Agreement.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure in the range of **One to Two (1 to 2) Bar (a) (the "Delivery Pressure") (on best Endeavor basis).**

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

ARTICLE 8 - QUALITY

8.1 Gas to be delivered under this Agreement shall be delivered at the Delivery Point in accordance with the specifications provided at Clause 3.2 of STCGS.

ARTICLE 9 - PRICE

9.1 The Price for Gas

(a) The Price which Buyer shall pay for quantities of Gas to be sold and purchased during Contract Period, shall be as set out in the Price Side Letter, which shall form an integral part of the Agreement. (The Price Side Letter shall be executed separately).

RS

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

MIKUNI INDIA PVT. LTD.

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 03/07/2017

For MIKUNI INDIA PRIVATE LIMITED

TOSHIYA OCHIAI
(Whole-Time Director)

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.11.2017 To 31.12.2017	39 MMBTU (Thirty Nine MMBTU)	1000 SCMD (One Thousand SCMD)
01.01.2018 To 31.12.2018	98 MMBTU (Ninety Eight MMBTU)	2500 SCMD (Two Thousand Five Hundred SCMD)
01.01.2019 To 31.12.2019	137 MMBTU (One Hundred Thirty Seven MMBTU)	3500 SCMD (Three Thousand Five Hundred SCMD)
01.01.2020 To 02.07.2022	145 MMBTU (One Hundred Forty Five MMBTU)	3700 SCMD (Three Thousand Seven Hundred SCMD)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

For MIKUNI INDIA PRIVATE LIMITED

TOSHIYA OCHIAI
(Whole-Time Director)

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 06 KG/Cm ^{2} (g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For MIKUNI INDIA PRIVATE LIMITED

TOSHIYA OCHIAI
(Whole-Time Director)

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: **Ashish A Gupta**
Title : **DGM (Marketing)**
Company: **GAIL (India) Ltd**

Witness:

1. C.S. Madan (GAIL)

2. (Shailesh Sungar)

For MIKUNI INDIA PRIVATE LIMITED

By:

TOSHIYA OCHIAI
(Whole-Time Director)

Name: **Toshiya Ochiai**
Title : **Director**
Company : **MIKUNI India Pvt. Ltd.**

Witness:

1. Dinesh Chandra Gupta - Mikuni

2. VIR VIJANDER SINGH
FOR MIKUNI INDIA PVT LTD.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

GAIL/JZO/HH Price Side Letter/2018 /Mikuni India Pvt.Ltd. 25st June, 2018

To,

M/s Mikuni India Pvt. Ltd.
Plot No. SP-2, 19A, 20 & 21 A
New Industrial Complex,
Majrakath, Neemrana Tehsil-Behror, Distt. Alwar,
Rajasthan-301705

Kind Attn.: **Sh. Toshiya Ochiai**
Sub: Side Letter to the Gas Sale Agreement (GSA) dated 03.07.2017 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 03/07/2017 between GAIL (India) Limited ("Seller") and M/s Mikuni India Pvt. Ltd. ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 02.07.2022.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

For MIKUNI INDIA PRIVATE LIMITED
TOSHIYA OCHIAI
(Whole-Time Director)

e-mail :

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 03.07.2022 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This Side Letter –"EXT" is effective from 03.07.2022 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 03/07/2017.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated 20.11.2017 shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

GAIL (India) Limited JAIPUR

Accepted as above:
For and on behalf of **Mikuni India Pvt. Ltd.**

For MIKUNI INDIA PRIVATE LIMITED

TOSHIYA OCHIAI
(Whole-Time Director)
(Authorized Signatory)

GAS SALES AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

MINDA KOSEI ALUMINUM WHEEL PVT LTD

AS BUYER

Dated: 25th January, 2022

GSA for supply of RLNG

Signature Vineet Privileged & Confidential
ACC Name - Vineet Aggarwal ACC Code-UP14014904
ICC Add - Noida Mobile - 9971381590
License No. - 181/2020, Tehsil & Distric-G.B. Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-UP86244512459083T**
Certificate Issued Date	:	30-Dec-2021 01:33 PM
Account Reference	:	NEWIMPACC (SV)/ up14014904/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP140149046301871010747T
Purchased by	:	GAIL INDIA LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GAIL INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GAIL INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

----------Please write or type below this line----------

GAS SALES AGREEMENT

This Gas Sales Agreement dated as of 25th day of January, 2022, (this "**Agreement**") at Noida is made by and between:

GAIL (INDIA) LIMITED, (CIN L40200DL1984GOI018976): a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **ONE PART**;

AND

MINDA KOSEI ALUMINUM WHEEL PVT LTD, a company constituted under the Companies Act, 1956 having its Registered Office at **B-64/1, Wazirpur Industrial Area, New Delhi-110052**, (hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **OTHER PART**.

In this Agreement, the Seller and the Buyer are individually referred to as a "**Party**" and collectively as the "**Parties**".

GAIL (India) Limited (Marketing-Zonal NCR) Noida Asstt. Ch. Gen. Manager

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
First Contract Year* 01.02.2022-31.03.2022	8.850	0.004	150
01.04.2022-30.06.2022	72.800	0.020	800
01.07.2022-31.12.2022	174.800	0.024	950
Other Contract Years	346.750	0.024	950
Last Contract year 01.01.2027-31.01.2027	29.450	0.024	950

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Points at a pressure **not less than 2 (Two) - 4 (Four) Bar (a) (on Best Endeavour Basis) (the "Delivery Pressure").**

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the **"Maximum Change Rates"**).

[*This space is intentionally left blank*]

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

MURTI UDYOG LIMITED

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 06/04/2018

Ashish Gupta

Sh. आशीष आनन्द गुप्ता / ASHISH ANAND GUPTA
अंचल महाप्रबन्धक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (India) LTD.
जयपुर अंचल कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, Jaipur

For MURTI UDYOG LTD.

Authorised Sign.

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.10.2018 To 31.12.2022	55.00 MMBTU (Five Five point zero zero MMBTU Only)	1400.00 SCMD (Fourteen Hundred SCMD Only)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
क्षेत्रीय महाप्रबन्धक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For MURTI UDYOG LTD.

Authorised Sign.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} (g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For MURTI UDYOG LTD.

Authorised Sign.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ashish A Gupta

Title: Zonal General Manager

Company: GAIL (India) Ltd

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
अंचल महाप्रबंधक (विपणन)/Zonal GM (Marketing)
गैस (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

By: **For MURTI UDYOG LTD.**

Authorised Sign.

Name: Naveen Goel

Title : Director

Company : **Murti Udyog Limited**

Witness:

1. Shaikh Sunagar

2. Nishpalsh Vashishtha

Witness:

1. Ganesh Sharma

2.

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

NHK SPRING INDIA LIMITED

AS BUYER

Dated: 27.06.2016

उत्तर प्रदेश UTTAR PRADESH DC 928402

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 27th day of JUNE 2016, at Noida is made by and between:

GAIL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

NHK SPRING INDIA LIMITED, a company constituted under the Companies Act, 1956 having its Registered Office at **Plot No. 31, Sector-3, IMT Manesar, Gurgaon – 122050,** in the state of **Haryana**, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

WHEREAS

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @ 9880 Kcal/SCM GCV
[First Contract Year]* **16.07.2016 – 31.12.2016**	**46.381**	**274.444**	**0.007**
[Other Contract Years]	**100.172**	**274.444**	**0.007**
[Last Contract year] **01.01.2021 – 31.07.2021**	**58.182** [BBTU x No of Days in Last Contract Year /365]	**274.444**	**0.007**

NHK SPRING INDIA LTD. MANESAR

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Restoration Quantities

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **1.5 to 2.0** Bar(a) **(on best Endeavor basis)** (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0' C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 (one hundred and five) % of the DCQ and shall not be lower than 95 (ninety five) % of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the **"Maximum Change Rates"**) .

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

NIPPON STEEL & SUMIKIN PIPE INDIA PVT LTD

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 11/05/2017

For NIPPON STEEL & SUMIKIN PIPE INDIA PVT. LTD

AUTHORISED SIGNATORY

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
11.05.2017 To 10.05.2022	**157.00 MMBTU (One Hundred and Fifty Seven Only**	**4000.00 SCMD (Four Thousand Only)**

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over

For NIPPON STEEL & SUMIKIN PIPE INDIA PVT. LTD

AUTHORISED SIGNATORY

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} (g)** (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ashish Anand Gupta
Title : DGM (Marketing)
Company: **GAIL (India) Ltd**

By:

For NIPPON STEEL & SUMIKIN PIPE INDIA PVT. LTD

Name: Chikaomi Matsuo
Title : Executive Vice President
Company : **Nippon Steel & Sumikin Pipe India Pvt. Ltd.**

AUTHORISED SIGNATORY

Witness:

1. Shaikh (Shaikh Sunayas)
2. (Nishpaksh Vashishtha)

Witness:

1. Laljiri LALJI GIRI
2. CM (C.S. Madan)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

Ref: GAIL/JZO/Nippon/EXT/2022 **25.02.2022**

To
Executive Vice President
Nippon Steel Pipe India Pvt. Ltd.
Plot No. SP2 100-103,
Village Majrakath, New Industrial Complex
RIICO Industrial Area, Neemrana,
Alwar, Rajasthan-301705

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.05.2017 for the supply of RLNG.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/05/2017 between GAIL (India) Limited ("Seller") and M/s **Nippon Steel Pipe India Pvt. Ltd.**("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Neemrana, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.
B. Basic Term of the Agreement was up to i.e. 10/05/2022
C. Seller and Buyer desire to enter into this Side Letter –**"EXT"** to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase

In Article 5.1

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 11/05/2015 to 10/05/2022	157	0.004
From 11/05/2022 to 10/05/2027	157	0.004

The extended period for Sale and Purchase under this Agreement shall come into force from 11/05/2022 and shall remain into force for a period upto 10/05/2027 i.e. 06:00 hours of 11/05/2027

2. This **Side Letter- "EXT"** is effective from 11/05/2022 till 10/05/2027 for supply of RLNG and forms a part of Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased during the Extended period shall be as per Price Side Letter dated **25/02/2022**.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **11.05.2017** to the Buyer's facility located at Tapukara, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name: G R Chouhan
Designation: CGM(O&M-JLPL) & ZCGM

जी. आर. चौहान/G. R. Chouhan
महाप्रबंधक/Chief General Manager
मुख्य परियोजना प्रबंधक-जेएलपीएल एवं जोनल कार्यालय
CGM - JLPL & Zonal Office
गेल (इंडिया) लिमिटेड/GAIL (India) Limited
जयपुर/JAIPUR

Accepted and agreed as above

For Buyer: **M/s Nippon Steel Pipe India Pvt. Ltd.**

Name:
Designation:

For NIPPON STEEL PIPE INDIA PVT. LTD.
I. Hiroshige
Managing Director

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

ORIENT REFACTORIES LIMITED

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 15/12/2017

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

For Orient Refractories Limited

Sanjeev Bhardwaj
Chief Financial Officer

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
15.12.2017 To 14.12.2022	**55.00 MMBTU (Fifty Five Only)**	**1400.00 SCMD (Fourteen Hundred Only)**

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over

Authorised Signatory
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

For Orient Refractories Limited

Sanjeev Bhardwaj
Chief Financial Officer

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm^{-2} (g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Orient Refractories Limited

Sanjeev Bhardwaj
Chief Financial Officer

Shree CN

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आँचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

By:

Name: Ashish A Gupta
Title : General Manager (Marketing)
Company: **GAIL (India) Ltd**

By:

For Orient Refractories Limited
Sanjeev Bhardwaj
Chief Financial Officer

Name: Sanjeev Bhardwaj
Title : CFO
Company : **Orient Refractories Limited**

Witness:

1. Shaikh Sunagar
2. C.S. Madan

Witness:

1. Balpreet Kaur
2. Ganesh Sharma

Shaikh

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

GAIL/JZO/RLNG/Side Letter / Orient Refractories /2021 **22/10/2021**

To,

CFO,
Orient Refractories Limited,
SP 148 A&B, RIICO Industrial Area,
Bhiwadi-301019, Rajasthan.

SUB: Side Letter dated 22/10/2021 to Gas Sales Agreement dated 15/12/2017 between GAIL (India) Limited (Seller) and Orient Refractories Limited (Buyer).

Dear Sir,

This has reference to the Gas Sale Agreement (GSA) dated **15/12/2017** and relevant Side Letters, signed between **GAIL (India) Limited ("Seller") and Orient Refractories Limited ("Buyer")** for supply of RLNG by the Seller to the Buyer, hereinafter referred to as "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell gas.

5.1 Annual Contract Quantity

Subject to the terms and conditions of the Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "Annual Contract Quantity" or "ACQ") as follows:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 13/07/2018 to 31/12/2018	55	0.0014
From 01/01/2019 to 30/11/2019	79	0.0020
From 01/12/2019 to 31/01/2020	103	0.0026
From 01/02/2020 to 31/05/2020	134	0.0034
From 01/06/2020 to 30/11/2020	177	0.0045
From 01/12/2020 to 31/01/2021	236	0.0060
From 01/02/2021 to 31/12/2022	353	0.0090
From 01/01/2023 to 31/12/2026	353	0.0090

For Orient Refractories Limited

Sanjeev Bhandari
Chief Financial Officer

The Price of the Gas/RLNG for the quantity (353 MMBTU) to be taken during the period (01/01/2023-31/12/2026) shall be pursuant to price Side letter dated 22/10/2021.

All other terms and conditions of the GSA dated **15/12/2017** shall remain unchanged and shall be binding between the Parties.

Thanking you,

GAIL (INDIA) LIMITED

(SELLER)

By:
Name:]
Designation:]
(Authorized Signatory of the Seller)

For Orient Refractories Limited

Orient Refractories Limited
Sanjeev Bhardwaj
Chief Financial Officer

(BUYER)

By:
Name:
Designation:
(Authorized Signatory of the Buyer)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

PARLE BISCUITS PVT. LTD.

AS BUYER

Dated: 18/04/2009

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	72.72 including Earlier Make Up Gas — MMBTUs	@ 0.008 mmscmd for 246 days -
[Other Contract Years]	107.895	@ 0.008 mmscmd for 344 days
[Last Contract year]	35.77 [BBTU x No of Days in Last Contract Year /365]	@ 0.08 mmscmd for 121 days.

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Five kg/cm²(g) (5 kg/cm²(g)) (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 01 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 01 of this Agreement.

By :

Name : A.K. MITTAL

Designation: GM (O&M) & Zonal Mktg.

ए. के. मित्तल/A. K. MITTAL
महाप्रबन्धक (प्र. व अनु.) जे.एल.पी.एल. व ऑच. विपणन
General Manager (O & M) J.L.P.L. & Zonal Marketing
गेल (इण्डिया) लिमिटेड/GAIL (India) Limited
जयपुर/JAIPUR

Witness :

1. (AMANT KHOBRAGADE)

2. (Naresh Gupta)

By :

Name : K.C. DHARIWAL

Designation: _____

For Parle Biscuits Pvt. Ltd.

Witness : (K. C. Dhariwal) Dy. Manager-Finance

1. (RAJ K. BANKA)

2. (Ajay Kr. Jain)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

Ref: GAIL/JZO/Parle Swap/2016 **Date: 31.03.2016**

To:
Parle Biscuits Private Limited
Plot No. E-7A & E-8, RIICO Industrial Area,
Neemrana Distt. Alwar, Rajasthan

Subject: Side letter- B to Gas Sales Agreement dated 18.04.2009 between GAIL (India) Limited ("Seller") and Parle Biscuits Private Limited ("Buyer").

Dear Sir,

This has reference to the Gas Sales Agreement (GSA) dated 18.04.2009 between GAIL (India) Limited "Seller" and Parle Biscuits Private Limited "Buyer" for supply of 316 MMBTU/Day (approx. 0.008 MMSCMD) of RLNG by the Seller to the Buyer's Facilities at Plot No. E-7A & E-8, RIICO Industrial Area, Neemrana Distt. Alwar, Rajasthan hereinafter referred to as "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas.

Whereas the Buyer has requested the Seller to reduce the quantity in the above Agreement to 158 MMBTU per day (0.004 MMSCMD) and execute a separate GSA for supply of the balance 158 MMBTU (0.004 MMSCMD) to its Candy plant at SP -2-4, RIICO Industrial Area, Neemrana, Rajasthan. The Seller, after reviewing the operational feasibility of supplying RLNG to Buyer's Candy plant located at , SP -2-4, RIICO Industrial Area, Neemrana, Rajasthan, has agreed to the request of the Buyer.

In consideration of the above, the Buyer and Seller hereby agree to amend Article 6.1 of the Agreement to reflect above understanding and accordingly, the Article 6.1 of the Agreement will stand revised and substituted as follows:

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, [illegible]
e-mail :

Clause I:

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an **"Annual Contract Quantity"** or **"ACQ"**) as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU) for each contract year	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	72.72 Including Earlier Make Up Gas Nil MMBTU	@ 0.008 MMSCMD for 246 days
01.01.2010 - 31.12.2015	107.895	@ 0.008 MMSCMD for 344 days
01.01.2016 – 31.03.2016	26.899	@ 0.004 MMSCMD for 91 days
01.04.2016- 31.12.2016	40.498	@ 0.004 MMSCMD for 253 days
01.01.2017 – 31.12.2027 (other contract years)	53.947	@ 0.004 MMSCMD for 344 days
[Last Contract Year]	17.835	@ 0.004 MMSCMD for 121 days

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date

Clause II:

Capitalized terms used in this Side Letter B but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter B expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter B shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply. The Agreement, Price Side Letter dated 18.04.2009 and this Side Letter B, together represent the entire Agreement between the Buyer and the Seller for supply of gas at Delivery Point.

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

This Side Letter 8 shall be effective from the date of signing and shall remain in force till the validity of the Agreement or any other earlier date as mutually agreed between the Parties.

Thanking you,

Yours faithfully,
For GAIL (India) Limited,

Name: Ranjan Dwivedi
Dy. General Manager (Marketing)
रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Accepted and agreed as above
For Buyer:

For PARLE BISCUITS PVT. LTD.

(K C DHARIWAL)
Manager Corporate-Finance

Name: Parle Biscuits Private Limited
Designation: Sh. K C Dhariwal

राजस्थान RAJASTHAN

AE 588220

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

PARLE BISCUITS PRIVATE LIMITED
(Candy Unit)

AS BUYER

Dated: 31/03/2016

Ranjan Dwivedi
General Manager (Mktg.)
GAIL (India) Ltd.
Jaipur Zonal Office
Vidhyadhar Nagar, Jaipur

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
First Contract Year (01.04.2016 – 31.12.2016)	**40.498**	**@0.004 MMSCMD for 253 Days**
01.01.2017 to 31.12.2027	**53.947**	**@0.004 MMSCMD for 344 Days**
Last Contract Year	**17.835**	**@0.004 MMSCMD for 121 Days**

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Restoration Quantities
Upward Flexibility Quantity

(ii) Deductions from ACQ: Carry Forward Aggregate
Downward Flexibility Quantity

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. G[illegible]anager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर ऑंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0' C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 (one hundred and five) % of the DCQ and shall not be lower than 95 (ninety five) % of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**") .

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (मार्क.)/General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

22.7 Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 Effective Date

This Agreement shall be effective and of full force as of the date first written on page 4 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 1 of this Agreement.

By:

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

FOR PARLE BISCUITS PVT. LTD.

By:

(K.C. DHARIWAL)
Manager Corporate-Finance

Name: **Sh. K.C. Dhariwal**

Title : **Parle Biscuits Private Limited.**

Witness:

1. (Shailesh Suvagiya)

2. (UDAY BHAN)

Witness:

1.

2.

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

PELICAN CERAMIC INDUSTRIES P.V.T. LTD.

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

Ranjan Dwivedi
Dy. General Manager (Mktg.)
GAIL (India) Ltd.
Jaipur Zonal Office
Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: By:

Name: **Ranjan Dwivedi** Name: **Sh. Ravi Khullar**

Title: **GAIL (India) Limited** Title: **Pelican Ceramic Industries Pvt. Ltd.**

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Witness: Witness:

1. (Shailesh Sungar) 1. (Balpreet Kaur)

2. (C.S. MADAN) 2. Ganesh

Ganesh

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

GAIL/JZO/HH Price Side Letter/2018 /PELICAN

19th June, 2018

To
Pelican Ceramic Industries Pvt. Ltd.
A-100-103 & 118 -121,
Bhiwadi Industrial Area,
Bhiwadi, Rajasthan

Kind Attn. **Sh. Ravi Khullar,**

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This has reference to the Gas Sale Agreement (GSA), dated **11.09.2014** between GAIL (India) Limited and **M/s Pelican Ceramic Industries Pvt. Ltd**, for the supply of RLNG to your plant **at A -100 – 103 & 118 - 121, Bhiwadi Industrial Area, Bhiwadi, Alwar, Rajasthan** .

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 3.1,

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

For PELICAN CERAMIC INDUSTRIES PVT. LTD.

(RAVI KHULLAR)
DIRECTOR

2. This **Side Letter –"EXT"** is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 31/01/2018 .

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

Accepted as above:
For and on behalf of **Pelican Ceramic Industries Pvt. Ltd**

For PELICAN CERAMIC INDUSTRIES PVT. LTD.
P C L
(RAVI KHULLAR)
DIRECTOR

(Authorized Signatory)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम–
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

GAIL/JZO/DCQ/2018 / Pelican /EXT

19th September, 2018

To
Pelican Ceramics Industries Private Limited,
A-100-103 & 118-121,
RIICO Industrial Area,
Bhiwadi, Rajasthan

Subject: Side Letter to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited (Seller) and Pelican Ceramics Industries Private Limited (Buyer) for supply of RLNG at Buyer's Facilities at A-100-103 & 118-121,RIICO Industrial Area, Bhiwadi, Rajasthan.

Dear Sir,

This has reference to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited "Seller" and Pelican Ceramics Industries Private Limited "Buyer" for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Bhiwadi, hereinafter referred to as "Agreement". The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as "Parties".

WHEREAS

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31/12/2022.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. Periods for Sale and Purchase

In Article 3.1,

The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2023 and shall remain in force for a period up to 31/12/2030 i.e. 06:00 Hrs of 01/01/2031.

2. This Side Letter –"EXT" is effective from 01/10/2018 till 31/12/2030 for supply of RLNG and forms a part of the Agreement.

e-mail :
CIN : L40200DL1984GOI018976 Website : www.gailonline.com
Jamnagar Loni LPG Pipeline HO, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2330347, 2330417, 2330418 Fax :-0141-2330374
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182945 Fax : 011- 26185941

FOR PELICAN CERAMICS INDUSTRIES PVT. LTD.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 19/09/2018.

Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction 118 MMBTU per day of RLNG and the Seller has considered the request of the Buyer and agreed to reduce 118 MMBTU per day of RLNG.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9550 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 30/09/2018	196	0.005
From 01/10/2018 to 31/12/2030	78	0.002

Clause II:

The price applicable during the basic Term of the Agreement (From 01/10/2018- 31/12/2022) on the reduce quantity of Gas i.e. 78 MMBTU per day will be as per Price Side letter dated 11/01/2018.

The Price of Gas as mentioned in the Price Side Letter dated 19/09/2018 is applicable for the RLNG supplied on Firm basis w.e.f 01/01/2023 to 31/12/2030 under this Side Letter which forms an integral part of the Agreement.

Further, transportation charges shall continue to be applicable and shall be levied as mentioned in the Price Side Letter dated 19/09/2018. The Trunk line Transmission Charges as mentioned in clause 1.3(b) of the Price Side Letter are indicative and may be reviewed (upward or downward) as per the Petroleum and Natural Gas Regulatory Board (PNGRB) regulations and shall be payable by the Buyer to the Seller from the date of applicability of such revision.

Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

The Agreement and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at Bhiwadi. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

For PELICAN CERAMIC INDUSTRIES PVT. LTD.

P C L

(RAVI KHULLAR)
DIRECTOR

This Side Letter shall be effective from 01/10/2018 and shall remain in force till 31/12/2030 or as mutually agreed between the Parties.

For Seller : GAIL (India) Limited

Name : **Ashish Anand Gupta**
Designation : **Zonal General Manager**

Accepted and agreed as above.

For Buyer : Pelican Ceramics Industries Private Limited

For PELICAN CERAMIC INDUSTRIES PVT. LTD.

Name :
Designation :

(RAVI KHULLAR)
DIRECTOR

(१)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

RELAXO FOOTWEARS LIMITED
AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 12/03/2018

For Relaxo Footwears Ltd.

Authorised Signatory

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (वित्तपत्र) / GM (F...)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LTD.
जयपुर आंचलिक कार्यालय / Jaipur Regional Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, Jaipur

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.06.2018 To 31.12.2018	47.00 MMBTU (Four Seven point zero zero MMBTU Only)	1200.00 SCMD (One Thousand Two Hundred SCMD Only)
01.01.2019 To 31.12.2019	94.00 MMBTU (Nine Four point zero zero MMBTU Only)	2400.00 SCMD (Two Thousand Four Hundred SCMD Only)
01.01.2020 To 31.12.2022	141.00 MMBTU (One Four One point zero zero MMBTU Only)	3600 SCMD (Three Thousand Six Hundred SCMD only)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

For Relaxo Footwears Ltd.

Authorised Signatory

आशीष आनन्द गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

ARTICLE 6 - FACILITIES

6.1 On or prior to the Initial Supply Date, the Parties shall ensure the readiness of their respective facilities to deliver and receive Gas under this Agreement.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} (g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Relaxo Footwears Ltd.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page **03** of this Agreement.

By:

Name: Ashish A Gupta
Title : General Manager (Marketing)
Company: GAIL (India) Ltd

आशीष आनंद गुप्ता / Ashish Anand Gupta
महाप्रबंधक (विपणन) / GM (Marketing)
गेल (इंडिया) लिमिटेड / GAIL (INDIA) LIMITED
जयपुर आंचलिक कार्यालय / Jaipur Zonal Office
विद्याधर नगर, जयपुर / Vidhyadhar Nagar, JAIPUR

Witness:

1. (Shailesh Sinagar)

2. (Balforeet Kaur)

By: **For Relaxo Footwears Ltd.**

Authorised Signatory

Name: Ashish Nigam
Title : Assistant Vice President
Company : **Relaxo Footwears Limited**

Witness:

1.

2.

गेल (इंडिया) लिमिटेड
GAIL (India) Limited

गेल भवन
जयपुर क्षेत्रीय कार्यालय
सेक्टर 6, विद्याधर नगर, जयपुर-302039

GAIL BHAVAN
JAIPUR REGIONAL OFFICE
SECTOR 6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

GAIL/JZO/HH/EXT/Relaxo/2021 **22.11.2021**

To,

Relaxo Footwears Limited
SP-6 & SP-7, Industrial Area Kahrani
RIICO Industrial Area,
Bhiwadi, Distt. Alwar
Rajasthan-301019

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 22/07/2016 for the supply of RLNG.

Dear Sir,

This refers to the Gas Sales Agreement dated 12/03/2018 between GAIL (India) Limited ("Seller") and M/s Relaxo Footwears Limited ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 31/12/2022

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:
The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2023 and shall remain into force for a period upto 31/12/2026 i.e. 06:00 hours of 01/01/2027

1. This Side Letter- "EXT" is effective from 01/01/2023 till 31/12/2026 for supply of RLNG and forms a part of Agreement.

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2. **The Price which Buyer shall pay for quantities of Gas to be sold and purchased during the Extended Period shall be as per Price Side Letter dated 22/11/2021.**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 12/03/2018 to the Buyer's facility located at Tapukara, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

Name:
Designation: Rajendra Kumar
CGM (Mktg)

For Relaxo Footwears Ltd.
Accepted and agreed as above

For Buyer: M/s Relaxo Footwears Limited Name:
Authorised Signatory
Designation: Sr. G.M.

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गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम - महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर क्षेत्रीय कार्यालय
सेक्टर-6, विद्याधर नगर, जयपुर-302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR 6, VIDHYADHAR NAGAR, JAIPUR 302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Side Letter

GAIL/IZO/NH/ADD QTY/Relaxo/2021 **22.11.2021**

To,

Relaxo Footwears Limited

SP-6 & SP-7, Industrial Area Kahranai

RIICO Industrial Area,

Bhiwadi, Distt. Alwar

Rajasthan-301019

Subject: Side Letter to Gas Sales Agreement dated 22/07/2016 between GAIL (India) Limited ("Seller") and M/s Relaxo Footwears Limited ("Buyer")

Dear Sir,

This refers to the Gas Sales Agreement dated 12/03/2018 between GAIL (India) Limited ("Seller") and M/s Relaxo Footwears Limited ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 1400 SCMD (55 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1400 SCMD (55 MMBTU per day) of RLNG for the period starting from 01/12/2021 till 31/12/2026.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 1400 SCMD (55 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1400 SCMD (55 MMBTU per day) of RLNG for the period starting from 01/12/2021 till 31/12/2026.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

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1. **Periods for Sale and Purchase**

In Article 3.1,

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2023 and shall remain in force for a period up to 31.12.2026 i.e. 06:00 Hrs of 01.01.2027.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in SCMD)
From 01/06/2018 to 31/07/2018	47.00	1200.00
From 01/08/2018 to 31/12/2018	94.00	2400.00
From 01/01/2019 to 31/12/2019	94.00	2400.00
From 01/01/2020 to 30/11/2021	141.00	3600.00
From 01/12/2021 to 31/12/2026	196	5000.00

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 12/03/2018 to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,

For and On behalf of GAIL (India) Limited

Name: Rajendra Kumar
Designation: GM (Mktg)

For Relaxo Footwears Ltd.

Accepted and agreed as above

Authorised Signatory

For Buyer: Relaxo Footwears Limited
Name: Amar Kumar Nandi
Designation: Sr. G M.

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GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

RICHFIELD INDUSTRIES PVT. LIMITED

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
महा प्रबन्धक (विपणन)/ General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय:/Jaipur Zonal Office
विद्याधर नगर, जयपुर/ Vidhyadhar Nagar, Jaipur

For Rich Field Industries (P) Ltd.

S.K. Singhal
CEO

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Barg (a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

संजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Rich Field Industries (P) Ltd.

S.K. Singhal
CEO

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi By:

Dy. General Manager (Mktg.)
उप महा प्रबन्धक (विपणन)/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Rich Field Industries (P) Ltd.

S.K. Singhal
CEO

Name: **Ranjan Dwivedi** Name: **Sh. S.K. Singhal**

Title: **GAIL (India) Limited** Title : **Richfield Industries Pvt. Ltd.**

Witness:

1. (Shailesh Sunagar)

2. (C.S. MADAN)

Witness:

1. Lok Pal Singh
G-39 Sector 56
Noida - 201301

2. Dinesh Yadav
S/o L.S. Yadav
V.P.O - Anantpura, Behror
Rajasthan - 301713

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

27th June, 2018

GAIL/IZO/HH Price Side Letter/2018 / Richfield Industries Pvt. Limited

To,

M/s Richfield Industries Pvt. Limited
A-144, EPIP Industrial Area, Neemrana,
Distt. Alwar (Rajasthan)

Kind Attn.: **Sh. Arun Sehgal**
Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Richfield Industries Pvt. Limited ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Neemrana, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 2.1;

e-mail:

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

पंजीकृत कार्यालय : जामनगर लोनी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni PIPELINE HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर. के. पुरम, नई दिल्ली - 110066, दूरभाष : 26182955 फैक्स : 011-26185941
Corp. Office : 16, Bhikaiji Cama Plac, R.K. Puram, New Delhi - 110066, Phone : 26182955 Fax : 011-26185941

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 31/01/2018.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

GAIL (India) Limited JAIPUR

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

RICHFIELD INDUSTRIES PVT. LTD.

Accepted as above:
For and on behalf of **Richfield Industries Pvt. Limited**

(Authorized Signatory)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

GAIL/JZO/DCQ/2018 / Richfield /EXT **13th September, 2018**

To,

Sh. Arun Sehgal
Vice President - Sales
Richfield Industries Pvt. Limited
A-144, EPIP Industrial Area, Neemrana,
Distt. Alwar (Rajasthan)

Subject: Side Letter to the Gas Sales Agreement dated **11/09/2014** between **GAIL (India) Limited** (Seller) and **Richfield Industries Pvt. Limited** (Buyer) for supply of RLNG at Buyer's Facilities at **A-144,EPIP Industrial Area, Neemrana, Rajasthan.**

Dear Sir,

This has reference to the Gas Sales Agreement dated **11/09/2014** between **GAIL (India) Limited "Seller"** and **Richfield Industries Pvt. Limited "Buyer"** for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Neemrana, hereinafter referred to as **"Agreement"**. The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as **"Parties"**.

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31/12/2022.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230688 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ: GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230688 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

RICHFIELD INDUSTRIES PVT. LTD.

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2023 and shall remain in force for a period up to 31/12/2025 i.e. 06:00 Hrs of 01/01/2026.

2. This **Side Letter –"EXT"** is effective from 01/10/2018 till 31/12/2025 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 13/09/2018.

Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction of 78 MMBTU per day of RLNG i.e. from 235 MMBTU per day to 157 MMBTU/ day and the Seller has considered the request of the Buyer and agreed to reduce the DCQ to 157 MMBTU per day of RLNG.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 30/09/2018	235	0.006
From 01/10/2018 to 31/12/2025	157	0.004

Clause II:

The price applicable during the basic Term of the Agreement (From 01/10/2018-31/12/2022) on the reduce quantity of Gas i.e. 157 MMBTU per day will be as per Price Side letter dated 31/01/2018.

The Price of Gas as mentioned in the Price Side Letter dated 13/09/2018 is applicable for the RLNG supplied on Firm basis w.e.f 01/01/2023 to 31/12/2025 under this Side Letter which forms an integral part of the Agreement..

RICHFIELD INDUSTRIES PVT. LTD.

Further, transportation charges shall continue to be applicable and shall be levied as mentioned in the Price Side Letter dated 13/09/2018. The Trunk line Transmission Charges as mentioned in clause 1.2(b) of the Price Side Letter are indicative and may be reviewed (upward or downward) as per the Petroleum and Natural Gas Regulatory Board (PNGRB) regulations and shall be payable by the Buyer to the Seller from the date of applicability of such revision.

Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

The Agreement and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at **Neemrana**. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

This Side Letter shall be effective from 01/10/2018 and shall remain in force till 31/12/2025 or as mutually agreed between the Parties.

For Seller : GAIL (India) Limited
Name : Ashish Anand Gupta
Designation : Zonal General Manager

Accepted and agreed as above.

For Buyer : Richfield Industries Pvt. Limited
Name : ARUN AGARWAL
Designation : PRESIDENT

दिल्ली DELHI

N 806546

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

M/s RICO AUTO Industries Ltd.

AS BUYER

Kathmandu **Dated:** 31.03.2009

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 31st day of March, 2009 ~~2008~~, at New Delhi is made by and between:

GAIL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

Rico Auto Industries Limited, a company/ firm/ proprietary concern/ society constituted under the Companies Act, 1956 / Partnership Act/ Societies Registration Act/ Cooperative Societies Act/ Statute having its Registered Office at 69 Km Stone Delhi-Jaipur Highway, Dharuhera, Rewari-123106 in the state of Haryana (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

WHEREAS

A. The Seller is a Government Company primarily engaged in the distribution and marketing of gas in India and is also engaged in other aspects of gas chain including exploration, production, transmission, extraction, processing of natural gas and its related process, products and services;

B. The Buyer is primarily engaged in the business of Auto motive Components manufacturing.

C. PLL has entered into a LNG sale purchase agreement with RasGas for purchase of 5 MMTPA of LNG and 2.5 MMTPA of LNG ("LNG SPA");

D. The Seller has entered into a gas sales and purchase agreement with PLL to purchase Natural Gas ("**GSPA**") following re-gasification of its share of 4.5 MMTPA of at PLL's Facilities at Dahej;

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year] *	70.57 including Earlier Make Up Gas MMBTUs	0.006
[Other Contract Years]	117.6	0.01
[Last Contract year]	47.0 [BBTU x No of Days in Last Contract Year /365]	0.01

* ACQ shall be prorated for 1st Contract year as per actual date of Delivery.

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Five (05) Bar (a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (O°C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the "**Maximum Change Rates**").

GAS SALES & TRANSPORTATION AGREEMENT
(APM GAS)

BETWEEN

GAIL (India) Limited

As SELLER

AND

M/s. Rajasthan State Gas Limited

As BUYER

FOR SALE AND PURCHASE

OF

NATURAL GAS

(Date: 20.07.2021)

ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at [redacted] Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge [redacted] at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

ARTICLE - 6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.013182(Zero Point Zero One Three One Eight Two)** Million Standard Cubic Meters per Day (MMSCMD).

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of 0(Zero) Million Standard Cubic Meters per Day(MMSCMD)/ Standard Cubic Meters per Day (SCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

6.02 The Buyer shall, on or before the commencement of each Financial Year, provide in writing the order of priority in which Buyer would off take Gas supplied at the Delivery Point under this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, (**"Priority List"**). The quantity of Gas taken by the Buyer at the Delivery Point on each Day shall be allocated between this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, in accordance with the Priority List. In case the Buyer fails to provide the Priority List before the start

For BUYER:

Managing Director
Rajasthan State Gas Limited
Khasra Khasra no. 7888, Jaipur-302005

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
रवि अग्रवाल/Ravi Agarwal कार्यकारी निदेशक/Executive Director प्रभा. एवं अनु.-जेएलपीएल एवं अतिरिक्त ई.डी. O&M-JLPL & Zonal ED गेल (इंडिया) लिमिटेड/GAIL (India) Limited जयपुर/Jaipur	RAJASTHAN GAS LIMITED JAIPUR 302005
Witnesses	**Witnesses**
1.	1.
2.	2.

GAS SALES & TRANSPORTATION AGREEMENT
(Non APM GAS)

BETWEEN

GAIL (India) Limited
As SELLER

AND

M/s. Rajasthan State Gas Limited

As BUYER

FOR SALE AND PURCHASE

OF

NATURAL GAS

(Date: 30.07.2021)

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ARTICLE 5

DELIVERY POINT AND PRESSURE OF GAS

5.01 Delivery Point

(a) Gas to be sold and transported to the BUYER pursuant to this Agreement shall be delivered by the SELLER to the BUYER at the Delivery Point at **GAIL Terminal at Nayanera Kota, Rajasthan.** Gas will be transported from the downstream flange of the pipeline at the outlet of the SELLER's Gas Metering Station herein referred to as Delivery Point by means of pipeline to be provided and maintained by the BUYER.

(b) The BUYER shall make all proper and adequate arrangement for receiving Gas at the outlet of Gas Metering Station at its own risk and cost taking all precautions as per guidelines of Oil Industry Safety Directorate (OISD). Any defect in the BUYER's intake arrangement arise, shall be rectified by the BUYER. The SELLER at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the BUYER's intake arrangements. The BUYER shall still be liable to pay for Quarterly Minimum Guaranteed Obligation charges in accordance with **Article 7** hereinafter irrespective of the fact of stopping supply of Gas by the SELLER on account of defect in the BUYER's intake arrangements.

5.02 Title and Risk

(a) The facilities up to the Delivery Point shall be continued to be maintained/ constructed, operated and maintained by the SELLER at their own risk and cost

(b) The facilities downstream from the Delivery Point onwards shall continue to be constructed, operated and maintained by the BUYER at their own risk and cost;

(c) Title, control and risk of the Gas shall pass from the SELLER to the BUYER at the Delivery Point.

5.03 Delivery Pressure

The SELLER under the normal circumstances of the supply of Gas and normal off-take by the other buyers shall make endeavor to maintain gauge **pressure in the range of pressure in the range of 19(nineteen) Kg/CM2** at the Delivery Point, subject to availability of the corresponding matching pressures from ONGC, OIL and/or any other source(s) and also subject to the BUYER maintaining appropriate flow and pressure downstream of Delivery Point for flow of Gas.

5.04 For effecting deliveries as aforesaid the SELLER shall install and maintain at its own risk and cost the piping control and regulation and metering equipment in the aforesaid Gas Metering Station and all other accessories. The said equipment so installed by the SELLER shall remain the property of the SELLER and the SELLER shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The BUYER shall provide to SELLER, free of cost, the BUYER's land and utilities essentially required for installation, operation and maintenance of Gas Metering Station and allied equipment's required for supply of Gas. Further, the SELLER shall have unrestricted right to use the facilities at the said location for effecting deliveries to the BUYER as well as other parties in the area.

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ARTICLE-6

DAILY CONTRACT QUANTITY (DCQ) & NOMINATIONS

6.01 (a) Subject always to availability of Gas, MoP&NG guidelines/ directives/policies from time to time, SELLER's ability to supply to the BUYER and other provisions of this Agreement including but not limited to Article 12, the SELLER agrees to procure, sell, transport and make available for delivery of the Gas at the Delivery Point to the BUYER maximum up to the **Daily Contracted Quantity (DCQ)** of **0.012179(Zero Point Zero One Two One Seven Nine)** Million Standard Cubic Meters per Day (MMSCMD).

(b) Provided further SELLER agrees to sell, transport and make available for delivery of Gas at the aforesaid Delivery Point to BUYER maximum up to the Fallback Gas allocation of 0(Zero) Million Standard Cubic Meters per Day(MMSCMD) on as and when available basis.

(c) Provided further, SELLER has the right to schedule the Daily Nominated Quantity (DNQ) of Gas, based on availability from upstream supplier/ nominations from BUYER, to be supplied on day to day basis which notwithstanding Article 6.01 (a) and 6.01 (b), shall be the final quantity for that day. The SELLER shall inform the BUYER the DNQ of the day latest by 22:00 hrs. of previous day (i.e. for example DNQ for 20th February, shall be informed by 22:00 Hrs. of 19th February), SELLER's daily final schedule/nomination herein shall establish the **"Daily Nominated Quantity" (DNQ)** and such schedule/nomination shall be binding on the Buyer and considered for all purposes under this Agreement. Further, summation of such DNQs in a Quarter shall be the Quarterly Nominated Quantity (QNQ) which the BUYER must take or nevertheless pay for Quarterly Minimum Guaranteed Off-take (QMGO) charges under Article 7 herein. The total quantity of SELLER's Gas nominated by SELLER in 4 Quarterly Nominated Quantities in any Financial Year shall be the 'Annual Contract Quantity' hereinafter called ACQ. Seller may also intimate Buyer, the applicable DNQs for a particular period in advance.

(d) The BUYER shall draw and SELLER shall supply daily the quantity of Gas agreed to in Article 6.01 at an uniform rate spread over a period of 24 (Twenty four) hours.

(e) Provided further there could be a maximum of 10% variation on either side on an hourly basis from the average hourly rate.

(f) Provided further the BUYER shall continue to maintain/build dual fuel/feed capabilities in their plant for meeting their feed/fuel requirement through alternative fuel/feed to meet any shortfall in gas supply under this Agreement.

6.02 The Buyer shall, on or before the commencement of each Financial Year, provide in writing the order of priority in which Buyer would off take Gas supplied at the Delivery Point under this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, (**"Priority List"**). The quantity of Gas taken by the Buyer at the Delivery Point on each Day shall be allocated between this Agreement, any Other GSA(s), and under any Gas Transportation Agreements (GTA(s)), if any, in accordance with the Priority List. In case the Buyer fails to provide the Priority List before the start of a Financial Year, the Seller shall

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For BUYER:

Managing Director
Rajasthan State Gas Limited
Khanij Bhawan, Tilak Marg, Jaipur-302005

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed for and on their behalf:

FOR & ON BEHALF OF THE SELLER	FOR & ON BEHALF OF THE BUYER
रवि अग्रवाल/Ravi Agarwal कार्यकारी निदेशक/Executive Director प्रभा. एवं अनु.-जेपलएपीएल एवं अतिरिक्त ई.डी. O&M-JLPL & Zonal ED गेल (इंडिया) लिमिटेड/GAIL (India) Limited जयपुर/Jaipur **Witnesses** 1._____ 2._____	Shilesh **Witnesses** 1._____ 2._____

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SANDEN VIKAS PRECISION PARTS PRIVATE LIMITED

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
महाप्रबंधक (वित्त)/Dy. General Manager (Finance)
गेल (इंडिया) लि./GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

for Sanden Vikas Precision Parts Pvt. Ltd.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure [redacted] (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

For Sanden Vikas Precision Parts Pvt. Ltd.

By: Ranjan Dwivedi Dy. General Manager (Mktg.) GAIL (India) Ltd. Zonal Office Vidhyadhar Nagar, Jaipur

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

By: Director

Name: **SH. VARDAAN AGARWAL**

Title: **SANDEN VIKAS PRECISION PARTS PVT LTD.**

Witness:

1. CM
C. S. MADAN
GAIL

2. Baljeet/Gail

Witness:

1. Nkm (Nemect Kumar)

2. Ashutosh Saini
(ASHUTOSH SAINI)

Sanden Vikas Precision Parts Pvt. Ltd.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL Bhawan
Jaipur Zonal Office
Sector-6, Vidhyadhar Nagar, Jaipur-302039

फोन/Phone : 0141-2230347, 2230617, 2230698

GAIL/JZO/DCQ/2019 / Sanden /EXT **23/10/2019**

To,

M/s Sanden Vikas Precision Parts Private Limited
SP2-7, Japanese Zone, NIC (M),
Neemrana, Distt. Alwar, Rajasthan -301706

Subject: Side Letter to the Gas Sales Agreement dated **11/09/2014** between **GAIL (India) Limited** (Seller) and **Sanden Vikas Precision Parts Private Limited** (Buyer) for supply of RLNG.

Dear Sir,

This has reference to the Gas Sales Agreement dated **11/09/2014** between **GAIL (India) Limited "Seller"** and **Sanden Vikas Precision Parts Private Limited "Buyer"** for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Neemrana, hereinafter referred to as **"Agreement"**. The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as **"Parties"**.

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31/12/2022.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2023 and shall remain in force for a period up to 31/03/2024 i.e. 06:00 Hrs of 01/04/2024.

2. This **Side Letter –"EXT"** is effective from 01/11/2019 till 31/03/2024 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter dated 23/10/2019.

Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction of 24 MMBTU per day of RLNG i.e. from 118 MMBTU per day to 94 MMBTU/ day and the Seller has considered the request of the Buyer and agreed to reduce the DCQ to 94 MMBTU per day of RLNG.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	**APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV**	
	(in MMBTU)	**(in MMSCMD)**
From 01/04/2018 to 30/11/2018	**79**	**0.002**
From 01/12/2018 to 31/10/2019	**118**	**0.003**
From 01/11/2019 to 31/03/2024	**94**	**0.0024**

Clause II:

The price applicable during the basic term of the agreement (From 01/11/2019- 31/03/2022) for quantity 1400 SCMD (55 MMBTYU/day) will be as per Price Side letter dated 31.01.2018.

The price applicable during the basic term of the agreement (From 01/11/2019- 31/03/2022) for quantity 1000 SCMD (39 MMBTYU/day) signed on 27/11/2018 will be as per Price Side letter dated 27/11/2018.

The price applicable during the basic term of the agreement (From 01/1/2023- 31/03/2024) on the reduce quantity of gas i.e. 2400 SCMD (94 MMBTU/day) will be as per Price Side letter dated 23/10/2019.

The Price of Gas as mentioned in the Price Side Letter dated 23/10/2019 is applicable for the RLNG supplied on Firm basis w.e.f 01/01/2023 to 31/03/2024 under this Side Letter which forms an integral part of the Agreement.

Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

The Agreement and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at **Neemrana**. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

This Side Letter shall be effective from 01/11/2019 and shall remain in force till 31/03/2024 or as mutually agreed between the Parties.

For Seller: GAIL (India) Limited

Jadeep Nigam

Name : JAIDEEP NIGAM
Designation: GM (Mktg)

For Sanden Vikas Precision Parts Pvt. Ltd.

Executive Director

Accepted and agreed as above.

For Buyer : Sanden Vikas Precision Parts Private Limited

Name : VARDAAN AGARWAL
Designation : EXECUTIVE DIRECTOR

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आंचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL Bhawan
Jaipur Zonal Office
Sector-6, Vidhyadhar Nagar, Jaipur-302039

फोन/Phone : 0141-2230347, 2230617, 2230696

GAIL/JZO/DCQ/2020/ Sanden /EXT

17/07/2020

To,

M/s Sanden Vikas Precision Parts Private Limited
SP2-7, Japanese Zone, NIC (M),
Neemrana, Distt. Alwar, Rajasthan -301706

Subject: Side Letter to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited (Seller) and Sanden Vikas Precision Parts Private Limited (Buyer) for supply of RLNG.

Dear Sir,

This has reference to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited "Seller" and Sanden Vikas Precision Parts Private Limited "Buyer" for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Neemrana, hereinafter referred to as "Agreement". The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as "Parties".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement is up to 31/03/2024.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

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Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction of 35 MMBTU per day of RLNG i.e. from 94 MMBTU per day to 59 MMBTU/ day for the period 01.08.2020 to 31.12.2021 and thereafter increase the DCQ from 59 MMBTU/day to 122 MMBTU/day for the period 01.01.2022 to 31.03.2024 and the Seller has considered the request of the Buyer and agreed to reduce the DCQ to 59 MMBTU per day of RLNG for the period 01.08.2020 to 31.12.2021 and thereafter increase the DCQ to 122 MMBT/day for the period 01.01.2022 to 31.03.2024.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 30/11/2018	79	0.0020
From 01/12/2018 to 31/10/2019	118	0.0030
From 01/11/2019 to 31/07/2020	94	0.0024
From 01/08/2020 to 31/12/2020	59	0.0015
From 01/01/2021 to 01/03/2021	70	0.0018
From 02/03/2021 to 31/12/2021	59	0.0015
From 01/01/2022 to 31/03/2024	122	0.0031

Clause II:

I. A) The Price formula applicable for 1500 SCMD (59 MMBTU/day) from 01/08/2020 to 31.12.2021 will be:

1) For quantity 500 SCMD (20 MMBTU/day), price shall be as per Price Side letter dated 31/01/2018.

2) For quantity 1000 SCMD (39 MMBTU/day), price shall be as per Price Side letter dated 27/11/2018.

B) The Price formula applicable for 3100 SCMD (122 MMBTU/day) from 01/01/2022 till 31/12/2022 will be

1) For quantity 500 SCMD (20 MMBTU/day), price shall be as per Price Side letter dated 31/01/2018.

2) For quantity 1000 SCMD (39 MMBTU/day), price shall be as per Price Side letter dated 27/11/2018.

3) For quantity 1600 SCMD (63 MMBTU/day), price shall be as per Price Side letter dated 23/10/2019.

C) The Price formula applicable for 3100 SCMD (122 MMBTU/day) from 01/01/2023 till 31/03/2024 will be as per Price side letter dated 23/10/2019.

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Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

The Agreement, various side letters and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at Neemrana. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

This Side Letter shall be effective from 01/08/2020 and shall remain in force till 31/03/2024 or as mutually agreed between the Parties.

For Seller: GAIL (India) Limited

Name :
Designation:

Accepted and agreed as above.

Sandan Vikas Precision Parts Pvt. Ltd. (BUYER)

For Sandan Vikas Precision Parts Pvt. Ltd.

By: Executive Director

Name: HARSHAAN AGGARWAL

Designation: EXECUTIVE DIRECTOR

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GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SANT ALUMINIUM PRIVATE LIMITED (UNIT-II)

AS BUYER

[FOR SUPPLIES OF RLNG]

Dated: 15/12/2017

For Sant Aluminium (P) Ltd.

Authorised Signatory

Ashish Anand Gupta
आशीष आनन्द गुप्ता
(Marketing)
LIMITED
Office
JAIPUR

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} (g)** (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Sant Aluminium (P) Ltd.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: Ashish A Gupta
Title : General Manager (Marketing)
Company: GAIL (India) Ltd

By: **For Sant Aluminium (P) Ltd.**

Authorised Signatory

Name: Abhishek Agarwal
Title : Director
Company : **Sant Aluminium Private Ltd (Unit-II)**

Witness:

1. CN (C.S. Madan)

2.

Witness:

1.

2.

Stamp CN

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

GAIL/JZO/HH Side Letter/CY 2018 onwards /Sant Aluminium

June 29th, 2018

M/s Sant Aluminium Private Limited (Unit-2)
B-521, RIICO Industrial Area,
Bhiwadi-301019, Distt. Alwar,
Rajasthan

Kind Attention: **Sh. Abhishek Agarwal**

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 15.12.2017 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated **15/12/2017** between GAIL (India) Limited (**"Seller"**) and **M/s Sant Aluminium Private Limited (Unit-2)** (**"Buyer"**) for supply of Regasified LNG (RLNG) to the Buyer's plant located at **Bhiwadi, Rajasthan**, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for supply of additional **500 SCMD (19 MMBTU per day)** of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional **500 SCMD (19 MMBTU per day)** of RLNG for the period starting from **01/07/2018 to 31/12/2022.**

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional **500 SCMD (19 MMBTU per day)** of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional **500 SCMD (19 MMBTU per day)** of RLNG for the period starting from **01/07/2018 to 31/12/2022,** Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below :

CONTRACT YEAR		APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
		(in MMBTU)	(in MMSCMD)
From 01/03/2018 to 30/06/2018		59	0.0015
From 01/07/2018 to 31/12/2022		78	0.0020

For Sant Aluminium Pvt. Ltd.
Abhishek
Authorised Signatory

Capitalized terms used in this **Side Letter** but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies

e-mail :

any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **15/12/2017** to the Buyer's plant located at **Bhiwadi, Rajasthan.**

Thanking you,

Yours faithfully,

(Ashish A Gupta)
General Manager (Marketing)

Accepted as above:
For and on behalf of M/s **Sant Aluminium Private Limited (Unit-2)**

For Sant Aluminium Pvt. Ltd.

Authorised Signatory

(Authorized Signatory)

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SANT ALUMINIUM PRIVATE LIMITED

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 18/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For SANT ALUMINIUM (P) LTD.
Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For SANT ALUMINIUM (P) LTD.
Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi
रंजन द्विवेदी
उप महाप्रबंधक (विपणन) Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड GAIL (India) Ltd.
जयपुर औपलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर/Vidhyadhar Nagar, Jaipur

Name: Ranjan Dwivedi

Title: GAIL (India) Limited

For SANT ALUMINIUM (P) LTD.

By: Abhishek Agg

Authorised Signatory

Name: Sh. Abhishek Aggarwal

Title: SANT ALUMINIUM LIMITED

Witness:

1. C Madaan
(C.S. MADAN)

2. Shailesh
(Shailesh Sungar)

Witness:

1. Diwakar
Diwakar Aggrawal
B-427, Sushant Lok 1, Gurgaon

2. RG
Rajesh Gaur
03/148 RHB. Bhiwadi
Dist. Alwar (Rajasthan)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

GAIL/JZO/HH Side Letter/CY 2018 /Sant Aluminium

19th Dec'18

M/s Sant Aluminium Private Limited
E-340, RIICO Industrial Area Phase-I,
Bhiwadi-301019, Distt. Alwar,
Rajasthan

Kind Attention: **Sh. Abhishek Agarwal**

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 18.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated **18/09/2014** between GAIL (India) Limited **("Seller")** and **M/s Sant Aluminium Private Limited ("Buyer")** for supply of Regasified LNG (RLNG) to the Buyer's plant located at **Bhiwadi, Rajasthan**, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for supply of additional **1000 SCMD (39 MMBTU per day)** of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional **1000 SCMD (39 MMBTU per day)** of RLNG for the period starting from **01/01/2019 to 31/12/2022.**

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional **1000 SCMD (39 MMBTU per day)** of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional **1000 SCMD (39 MMBTU per day)** of RLNG for the period starting from **01/01/2019 to 31/12/2022,** Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below :

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 30/06/2018	137	0.0035
From 01/07/2018 to 31/12/2018	157	0.0040
From 01/01/2019 to 31/12/2022	196	0.0050

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर. के. पुरम, नई दिल्ली - 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

For Sant Aluminium Pvt. Ltd.
Abhishek
Authorised Signatory

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **18/09/2014** to the Buyer's plant located at **Bhiwadi, Rajasthan.**

Thanking you,

Yours faithfully,

(Ashish A Gupta)
General Manager (Marketing)

आशीष आनन्द गुप्ता, ASHISH ANAND GUPTA
क्षेत्रिक महाप्रबन्धक (विपणन GM (Marketing)
गेल (इंडिया) लिमिटेड GAIL (India) LTD.
जयपुर आँचलिक कार्या. Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidyadhar Nagar, Jaipur

Accepted as above:
For and on behalf of M/s **Sant Aluminium Private Limited**

For Sant Aluminium Pvt. Ltd.

(Authorized Signatory)
Authorised Signatory

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SHAN TABLEWARES (P) LTD.
AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर क्षेत्रीय कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidyadhar Nagar, Jaipur

For Shan Tablewares Pvt. Ltd.

Authorised Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at GCV of 9880 kcal/SCM)
01.04.2018 To 31.12.2019	196.00 (One Hundred Ninety Six)	5000.00 SCMD (Five Thousand SCMD)

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

For Shan Tablewares Pvt. Ltd.
Authorised Signatory

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Shan Tablewares Pvt. Ltd.
Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Shan Tablewares Pvt. Ltd.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __of this Agreement.

By: रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन) Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर क्षेत्रीय कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Name:**Ranjan Dwivedi**

Title: **GAIL (India) Limited**

By **For Shan Tablewares Pvt. Ltd.**

Name:**Sh.Supreet Singh**
Authorised Signatory

Title :**SHAN TABLEWARES PVT LTD**

Witness: Witness:

1. (Shailesh Sunagar) 1. (S.P.S Sathi)

2. (C.S. MADAN) 2 TKS Mehndiratta

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

GAIL/JZO/DCQ/2018 / Shan Tablewares/EXT

31st July, 2018

To
Shan Tablewares Private Ltd,
B-525, RIICO Industrial Area,
Bhiwadi, Rajasthan.

Subject: Side Letter to the Gas Sales Agreement dated 11/09/2014 between **GAIL (India) Limited** (Seller) and **Shan Tablewares Private Ltd** (Buyer) for supply of RLNG at Buyer's Facilities at **B-525, RIICO Industrial Area, Bhiwadi, Rajasthan.**

Dear Sir,

This has reference to the Gas Sales Agreement dated **11/09/2014** between **GAIL (India) Limited "Seller"** and **Shan Tablewares Private Ltd "Buyer"** for supply of RLNG by the Seller to the Buyer for Buyer's Gas Receiving Terminal at Bhiwadi, hereinafter referred to as **"Agreement"**. The Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. The Seller and the Buyer shall together be referred to as **"Parties"**.

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2020 and shall remain in force for a period up to 31/12/2022 i.e. 06:00 Hrs of 01/01/2023.

2. This **Side Letter** –"EXT" is effective from 01/08/2018 till 31/12/2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING [illegible] as per the Price Side Letter dated 30/07/2018.

e-mail :
CIN: L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर-6, विद्याधर नगर, जयपुर-302039, फोन : 0141-2230347, 2230617, 2230698 फैक्स : 0141-2230374
Jamnagar Loni LPG Pipeline HQ, GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011-26182955, फैक्स : 011-26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011-26185941

प्राकृतिक गैस-स्वच्छ ऊर्जा, हरित ऊर्जा

Natural Gas-Clean Energy, Green Energy

For Shan Tablewares Pvt. Ltd.

Authorised Signatory

Buyer has requested Seller to consider reduction in the Quantities due to unfavorable market conditions.

In consideration of the above, the following is hereby agreed between the Seller and the Buyer which shall come into force from the date of signing of this Side Letter.

Clause I:

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell RLNG. Whereas the Buyer made a request to the Seller for reduction 86 MMBTU per day of RLNG and the Seller has considered the request of the Buyer and agreed to reduce 86 MMBTU per day of RLNG.

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 31/07/2018	196	0.005
From 01/08/2018 to 31/12/2022	110	0.0028

Clause II:

The Price of Gas as mentioned in the Price Side Letter dated 30/07/2018 is applicable for the RLNG supplied on Firm basis w.e.f 01/01/2020 to 31/12/2022 under this Side Letter which forms an integral part of the Agreement.

Further, transportation charges shall continue to be applicable and shall be levied as mentioned in the Price Side Letter dated 30/07/2018. The Trunk line Transmission Charges as mentioned in clause 1.2(b) of the Price Side Letter are indicative and may be reviewed (upward or downward) as per the Petroleum and Natural Gas Regulatory Board (PNGRB) regulations and shall be payable by the Buyer to the Seller from the date of applicability of such revision.

Clause III:

Except for the aforesaid change, all other terms and conditions of the Agreement shall remain unchanged and binding between the Parties hereto and shall apply.

The Agreement and this Side Letter together represent the entire Agreement between the Buyer and the Seller for supply of gas at Buyer's Gas Receiving Terminal at Bhiwadi. Capitalized terms used in this Side Letter, but not defined herein shall have the same meaning as given to them in the Agreement. To the extent this side letter expressly modifies any part of the Agreements, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

For Shah Tubewares

Authorised Signatory

This Side Letter shall be effective from the date of signing and shall remain in force till 31/12/2022 or as mutually agreed between the Parties.

For Seller : GAIL (India) Limited

Name : **Ashish Anand Gupta**
Designation : **Zonal General Manager**

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
आंचलिक महाप्रबन्धक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Shan Tablewares Pvt. Ltd.

Authorised Signatory

Accepted and agreed as above.

For Buyer : Shan Tablewares Private Ltd
Name :
Designation :

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

[redacted]

AS BUYER

[FOR LT RLNG GAS SUPPLIES]

Dated: [redacted]2021

For SHARP MINT LTD.

Authorised Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a **"Daily Contract Quantity"** or **"DCQ"**) as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.08.2021 to 31.12.2021	19.00 MMBTU	500.00 SCMD
01.01.2022 to 31.07.2024	39.00 MMBTU	1000.00 SCMD

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice (**"GSPN"**) as provided at **Annexure–I** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the **"Daily Nominated Quantity"** or **"DNQ"**) and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the **"Overdrawn Quantity"**).

(ii) In the event the Buyer draws Gas, on any Day, in excess [redacted] of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as **"Unauthorized Overdrawl"** and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as **"Authorized Overdrawl"** and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used for

For SHARP MINT LTD.

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [redacted] Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For SHARP MINT LTD.

Authorised Signatory

or to such other address or facsimile number or to the attention of such other person as such Party may designate by written notice to the other Party.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 3 of this Agreement.

By:	By:
	For SHARP MINT LTD.
[redacted]	[redacted] Authorised Signatory
Title: GAIL (India) Limited	Title : [redacted]
रवि अग्रवाल/Ravi Agarwal कार्यकारी निदेशक/Executive Director प्रचा. एवं अनु.-जेएलपीएल एवं आंचलिक ई.डी. O&M-JLPL & Zonal ED गेल (इंडिया) लिमिटेड/GAIL (India) Limited जयपुर/Jaipur	
Witness:	Witness:
1.	1.
2.	2.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर ऑचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

Ref: GAIL/JZO/ Sharp Mint /Add Qty/2022

04.01.2022

To,

[redacted]

SUB: Side Letter dated 04.01.2022 to Gas Sales Agreement dated 14.07.2021, between GAIL (India) Limited (Seller) and Sharp Mint Ltd. (Buyer)

This side letter refers to the Gas Sales Agreement dated 14.07.2021 between GAIL (India) Limited ("Seller") and Sharp Mint Ltd. ("Buyer") (hereinafter together referred to as the "Agreement") for supply of Gas to the Buyer.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 1500 SCMD (59 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1500 SCMD (59 MMBTU per day) of RLNG for the period starting from 06/01/2022 till 31/03/2027.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 1500 SCMD (59 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1500 SCMD (59 MMBTU per day) of RLNG for the period starting from 06/01/2022 till 31/03/2027. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/08/2021 to 31/12/2021	19	0.0005
From 01/01/2022 to 05/01/2022	39	0.0010
From 06/01/2022 to 31/07/2024	98	0.0025
From 01/08/2024 to 31/03/2027	59	0.0015

For SHARP MINT LTD.

Authorised Signatory

निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर.के. पुरम, नई दिल्ली – 110066
दूरभाष : +91 11 26182955 फैक्स : +91 11 26185941
Corp. Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066
Phone : +91 11 26182955 Fax : +91 11 26185941

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail. This Side Letter shall come into force from 06/01/2022 for additional quantity of 59 MMBTU/day (1500 SCMD).

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **14/07/2021** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

Name:
Designation:

Accepted and agreed as above

For Buyer: Sharp Mint Ltd.
For SHARP MINT LTD.
Name:
Designation: Authorised Signatory

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

Ref: GAIL/JZO/ Sharp Mint /EXT/2021

04.01.2022

[redacted]

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 14.07.2021 for the supply of RLNG

Dear Sir,

This refers to the Gas Sales Agreement dated 14.07.2021 between GAIL (India) Limited ("Seller") and M/s Sharp Mint Ltd. ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31/07/2024

C. Seller and Buyer desire to enter into this Side Letter – "EXT" to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase

   The extended period for Sale and Purchase under this Agreement shall come into force from 01/08/2024 and shall remain into force for a period upto 31/03/2027 i.e. 06:00 hours of 01/04/2027

2. This Side Letter- "EXT" is effective from 01/08/2024 till 31/03/2027 for supply of RLNG and forms a part of Agreement.

For SHARP MINT LTD.

Authorised Signatory

निगमित कार्यालय : 16, श्रीकाछजी कामा प्लेस, आर.के. पुरम, नई दिल्ली – 110066
दूरभाष : +91 11 26182935 फैक्स : +91 11 26185941
Corp. Office : 16,Bhikaji Cama Place, R.K. Puram, New Delhi - 110066
Phone : +91 11 26182935 Fax: +91 11 26185941

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **14.07.2021** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name:
Designation:

Accepted and agreed as above

For Buyer: **M/s Sharp Mint Ltd.**
Name:
Designation:

For SHARP MINT LTD.

Authorised Signatory

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SHIVA STAINLESS STEEL PVT. LTD.
AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 06/10/2015

/Ranjan Dwivedi
/Dy. General Manager (Mktg.)
/GAIL (India) Ltd.
/Jaipur Zonal Office
/Vidhyadhar Nagar, Jaipur

For Shiva Stainless Steel Pvt. Ltd.

Auth. Signatory

for calculation of Fortnightly Overdrawn Quantity. The "**Fortnightly Overdrawn Quantity**" shall be the aggregate of the daily Authorized Overdrawl quantity over a Fortnight after adjusting the under drawls by the Buyer in such Fortnight.

The Day(s) on which the overdrawn quantity is more than the 10% of the DNQ, for that Day, shall be excluded from the relevant Fortnight and the remaining Day(s) shall be used for calculation of Fortnightly Overdrawn Quantity.

In case the Fortnightly Overdrawn Quantity is positive (greater than zero), then the Fortnightly Overdrawn Quantity shall be charged at 120 % of the highest priced Gas (price of such Gas delivered into Seller's pipeline network) as declared by the Seller at that time plus all other charges including Taxes and Duties as applicable in terms of this Agreement.

(iv) The Seller shall have unrestricted right to curtail supplies to the Buyer in case of Unauthorized Overdrawl.

ARTICLE 6 - FACILITIES

6.1 On or prior to the Initial Supply Date, the Parties shall ensure the readiness of their respective facilities to deliver and receive Gas under this Agreement.

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6 (Six)** Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

ARTICLE 8 - QUALITY

8.1 Gas to be delivered under this Agreement shall be delivered at the Delivery Point in accordance with the specifications provided at Clause 3.2 of STCGS.

Rajeev Dwivedi/Ranjeet Dwivedi
Deputy General Manager (Mktg.)
GAIL (India) Ltd.
Jaipur Zonal Office
Vidyadhar Nagar, Jaipur

For Shiva Stainless Steel Pvt. Ltd.

Auth. Signatory

(b) If to Buyer:

Mr. Gunjan Kumar Khetawat
Manager,
G-63, RIICO Industrial Area,
Bhiwadi-301019,
Alwar Rajasthan.
Fax No. NA
E-mail : shivasteel2@gmail.com; gunjang78@yahoo.co.in

or to such other address or facsimile number or to the attention of such other person as such Party may designate by written notice to the other Party.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

For Shiva Stainless Pvt. Ltd.

By: Ranjan Dwivedi

Name: **Rajan Dwivedi**

Title: **GAIL (India) Limited**

Witness:

1. Shailesh Sunagar)

2. Madhavan

By: Gunjan Khetawat
Auth. Signatory

Name: **Sh. Gunjan Kumar Khetawat**

Title : **Shiva Stainless Steel Pvt. Ltd.**

Witness:

1. Kailash Agarwal
(KALLASH CHAND AGARWAL)
9/423 UIT Colony Bhiwadi

2. Vivek
(VIVEK AGARWAL)
BHIWADI

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

29th June, 2018

GAIL/IZO/HH Price Side Letter/2018 / Shiva Stainless Steel Pvt Ltd.

To,

M/s Shiva Stainless Steel Private Limited
G-63, RIICO Industrial Area,
Bhiwadi-301019, Alwar Rajasthan

Kind Attn.: Sh. Rajiv Kejriwal

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 06.10.2015 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 06/10/2015 between GAIL (India) Limited ("Seller") and M/s Shiva Stainless Steel Private Limited ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 05.10.2020.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

In Article 3.1,

For Shiva Stainless Steel Pvt. Ltd.
Business Manager

e-mail :

The extended period for Sale and Purchase under this Agreement shall come into force from 06.10.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 06.10.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 11/12/2017.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **06.10.2015** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

(Ashish A Gupta)
Zonal General Manager

Accepted as above:
For and on behalf of M/s **Shiva Stainless Steel Private Limited**

For Shiva Stainless Steel Pvt. Ltd.
Business Manager
(Authorized Signatory)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

Ref: GAIL/JZO/Shiva Steel/EXT/2021 **26.10.2021**

Mr. Rajiv Kejriwal - Director,
Shiva Stainless Steel Private Limited
[redacted]

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 06.10.2015 for the supply of RLNG.

Dear Sir,

This refers to the Gas Sales Agreement dated 06/10/2015 between GAIL (India) Limited ("Seller") and M/s Shiva Stainless Steel Pvt. Ltd. ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.
B. Basic Term of the Agreement was up to i.e. 31/12/2022
C. Seller and Buyer desire to enter into this Side Letter – **"EXT"** to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase

In Article 5.1

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2016 to 31/12/2022	39	0.001
From 01/01/2023 to 31/12/2027	39	0.001

The extended period for Sale and Purchase under this Agreement shall come into force from 01/01/2023 and shall remain into force for a period upto 31/12/2027 i.e. 06:00 hours of 01/01/2028

2. This **Side Letter- "EXT"** is effective from 01/01/2023 till 31/12/2027 for supply of RLNG and forms a part of Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD shall be as per Price Side Letter dated **26.10.2021**.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **06.10.2015** to the Buyer's facility located at Bhiwadi, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name: Rajendra Kumar
Designation: CGM(Mktg)

Accepted and agreed as above

For Buyer: **M/s Shiva Stainless Steel Private Limited**

Shiva Stainless Steel (P) Ltd.

Authorised Signatory

Name: GUNJAN KUMAR KHETAWAT
Designation: MANAGER

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SIDDHI VINAYAK EXTRUSION
AS BUYER

[FOR SUPPLIES OF RLNG]

For Siddhi Vinayak Extrusion

Proprietor

Dated: 05/04/2018

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
आंचलिक महाप्रबन्धक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not more than 6 KG/Cm ^{2} (g)** (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

For Siddhi Vinayak Extrusion

Sanjay Gupta

Proprietor

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ashish Anand Gupta

आशीष आनन्द गुप्ता/ASHISH ANAND GUPTA
/Zonal GM (Marketing)
/GAIL (India) LTD.
/Jaipur Zonal Office
Nagar, Jaipur

Name: Ashish A Gupta
Title : Zonal General Manager
Company: GAIL (India) Ltd

By:

For Siddhi Vinayak Extrusion

Sanjay Gupta

Proprietor

Name: Sanjay Gupta
Title : Proprietor
Company : SIDDHI Vinayak Extrusion

Witness:

1.

2.

Witness:

1. Ganesh

2.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

GAIL/JZO/RLNG/Side Letter / SIDDHI Vinayak /2018 28th December, 2018

To.
SIDDHI Vinayak Extrusion,
F-450, Phase-I, RIICO Industrial Area,
Bhiwadi-301019, Rajasthan.

SUB: Side Letter dated 28/12/2018 to Gas Sales Agreement dated 05/04/2018 between GAIL (India) Limited (Seller) and SIDDHI Vinayak Extrusion (Buyer).

Dear Sir,

This has reference to the Gas Sale Agreement (GSA) dated 05/04/2018 and relevant Side Letters, signed between GAIL (India) Limited ("Seller") and SIDDHI Vinayak Extrusion ("Buyer") for supply of RLNG by the Seller to the Buyer, hereinafter referred to as "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell gas.

5.1 Annual Contract Quantity

Subject to the terms and conditions of the Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "Annual Contract Quantity" or "ACQ") as follows:

BASIC TERM	DCQ(in MMBTU)	Equivalent DCQ(in SCM at 9880Kcal/SCM-GCV)
02/10/2018-31/12/2018	32	800
01/01/2019-31/12/2022	44	1100

For Siddhi Vinayak Extrusion
Sanjay Gupta
Proprietor

e-mail :

Scanned by CamScanner

The Price of the Gas/RLNG for the additional quantity (12 MMBTU) to be taken during the period (01/01/2019-31/12/2022) shall be pursuant to price Side letter dated 28th Dec, 2018.

All other terms and conditions of the GSA dated **05/04/2018** shall remain unchanged and shall be binding between the Parties.

Thanking you,

GAIL (INDIA) LIMITED

(SELLER)

By:
Name: Sh. Ashish Anand Gupta
Designation: Zonal General Manager
(Authorized Signatory of the Seller)

SIDDHI Vinayak Extrusion

(BUYER)

For Siddhi Vinayak Extrusion

By:
Name:
Proprietor
Designation:
(Authorized Signatory of the Buyer)

Scanned by CamScanner

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SPECIAL CERAMICS PVT. LTD.

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 18/11/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office

For Special Ceramics Pvt. Ltd.

Auth. Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure **not less than 6 (Six) Bar(a)** (the **"Delivery Pressure"**).

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर ऑंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Special Ceramics Pvt. Ltd.
Auth. Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:

Name: **Ranjan Dwivedi**

Title: **GAIL (India) Limited**

By:

Name: **Sh. S.S. Yadav**

Title : **Special Ceramics Pvt. Ltd.**

for Special Ceramics Pvt. Ltd.

Auth. Signatory

Witness:

1. (Shailesh Sunagar)

2. (C.S. MADAN)

Witness:

1. (Balpreet Kaur)

2. Ganesh

Ganesh

गेल भवन
जयपुर औपचारिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE: 0141-2230347, 2230697, 2230698
फैक्स/FAX: 0141-2230824

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

Side Letter

GAIL/JZO/NH/ADD QTY/Special Ceramics /2022 **03.01.2022**

M/s Special Ceramics Pvt Ltd,
Plot H-687 – 689,
RIICO Industrial Area,
Bhiwadi, Rajasthan.

Subject: Side Letter to Gas Sales Agreement dated 18/11/2014 between GAIL (India) Limited ("Seller") and M/s Special Ceramics Pvt Ltd ("Buyer")

Dear Sir,

This refers to the Gas Sales Agreement dated 18/11/2014 between GAIL (India) Limited ("Seller") and M/s Special Ceramics Pvt Ltd, ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 1000 SCMD (39 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1000 SCMD (39 MMBTU per day) of RLNG for the period starting from 16/01/2022 till 31/12/2027.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 1000 SCMD (39 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 1000 SCMD (39 MMBTU per day) of RLNG for the period starting from 16/01/2022 till 31/12/2027.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

1. **Periods for Sale and Purchase**

   In Article 3.1,

   The extended period for Sale and Purchase under this Agreement shall come into force from 16.01.2022 and shall remain in force for a period up to 31.12.2027 i.e. 06:00 Hrs of 01.01.2028.

निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर.के. पुरम, नई दिल्ली – 110066
दूरभाष : +91 11 26182955 फैक्स : +91 11 26185941

Corp. Office : 16, Bhikaji Cama Place, R.K. Puram, New Delhi - 110066
Phone: +91 11 26182955 Fax: +91 11 26185941

For Special Ceramics Pvt. Ltd.

Auth. Signatory

Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ [illegible] Mmt/SCM GCV	
	(in MMBTU)	(in [illegible])
From 01/04/2018 to 31/07/2018	58	0.0015
From 01/08/2018 to 15/01/2022	78	0.002
From 16/01/2022 to 31/12/2027	117	0.003

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement, such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 18/11/2014 to the Buyer's facility located at Dhirubhai, Rajasthan.

Thanking you.

Yours faithfully,

For and On behalf of GAIL (India) Limited

Name: R Kumar
Designation: [illegible]

Accepted and agreed as above

For [illegible] Pvt. Ltd.

For Buyer: [illegible] Pvt Ltd.
Name: S.S. YADAV
Designation: MANAGER ACCOUNTS

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कम्पनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर क्षेत्रीय कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

GAIL/Jaipur/EXT/Special Ceramics/2022 — 03.01.2022

M/s Special Ceramics Pvt Ltd,
Plot E-697 – 698,
RIICO Industrial Area,
Bhiwadi, Rajasthan.

Sub: Side letter to the Gas Sale Agreement (GSA) dated 18/11/2014 for the supply of RLNG.

Dear Sir,

This refers to the Gas Sales Agreement dated 18/11/2014 between GAIL (India) Limited ("Seller") and M/s Special Ceramics Pvt Ltd ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Bhiwadi, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 31/12/2022

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. This Side Letter- "EXT" is effective from 01/01/2023 till 31/12/2027 for supply of RLNG and forms a part of Agreement.

2. The Price which Buyer shall pay for quantities of Gas to be sold and purchased during the Extension period i.e. 01/01/2023 to 31/12/2027 shall be as per Price Side Letter dated 03/01/2022.

निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर.के. पुरम, नई दिल्ली – 110066
दूरभाष : +91 11 26182965 फैक्स : +91 11 26185941
Corp. Office : 16, Bhikaji Cama Place, R.K. Puram, New Delhi - 110066
Phone : +91 11 26182965 Fax : +91 11 26185941

For Special Ceramics Pvt. Ltd.

Auth. Signatory

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 28/12/2018 to the Buyer's facility located at Tapukara, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

Name:
Designation: GGM(Marketing)

For Special Ceramics Pvt. Ltd.

Authorisatory

Accepted and agreed as above

For Buyer: M/s Special Ceramics Pvt Ltd Name:
Designation: MANAGER - ACCOUNTS

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SUNBEAM AUTO PRIVATE LIMITED

AS BUYER

[FOR LT RLNG GAS SUPPLIES]

Dated: 16/03/2016

रंजन द्विवेदी/Ranjan Dwivedi
उप म.प्र. प्रबंधक (विपणन)/Dy General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर अंचल कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Sunbeam Auto P... Ltd.

Authorised Signatory

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a **"Daily Contract Quantity"** or **"DCQ"**) as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
16.03.2016 To 31.03.2021	62.00 MMBTU	1600.00 SCMD

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice (**"GSPN"**) as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the **"Daily Nominated Quantity"** or **"DNQ"**) and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the **"Overdrawn Quantity"**).

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as **"Unauthorized Overdrawl"** and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as **"Authorized Overdrawl"** and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used

For

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than not less than 6(Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी / Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Sunborn Arbo Pvt. Ltd.

Authorised Signatory

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By:	By:
Name: Ranjan Dwivedi	Name: Sh. Harish Samtani
Title: GAIL (India) Limited	Title : Sunbeam Auto Pvt. Ltd
Witness:	Witness:
1. (Shailesh Sunagar)	1. (Rahil Kumar) Asst Manager-Purchase Sunbeam Auto Pvt. Ltd. Gurgaon.
2. (UDAY BHAN)	2. RAJKUMAR Sr Manager Sunbeam Gurgaon

For Sunbeam Auto Pvt. Ltd.

Authorised Signatory

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

SURYA IRRIGATION PVT. LTD.
AS BUYER

[FOR SUPPLY OF RLNG]

Dated: 25/02/2016

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Surya Irrigation (P) Ltd.

Director

ARTICLE 5 - GAS QUANTITY & NOMINATION

5.1 Daily Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities on each Day in each Contract Year of the Basic Term (each a "**Daily Contract Quantity**" or "**DCQ**") as follows:

Basic Term	DCQ (in MMBTU)	Equivalent DCQ (in SCM at 9880 kcal/SCM – GCV)
01.04.2016 To 31.03.2021	39.00 MMBTU	1000.00 SCMD

5.2 The Parties may, from time to time, also enter into specific transactions for sale and purchase of certain volume of Gas by entering into a Gas Sales and Purchase Notice ("**GSPN**") as provided at **Annexure–1** to this Agreement, which will govern and regulate such transactions. With regard to supplies under the GSPN, in the event of conflict between this Agreement and the GSPN, the contents of GSPN shall prevail.

5.3 The Seller shall inform to the Buyer, not later than 1800 hours, about the Gas quantity that shall be made available on the following Day, by the Seller to the Buyer, at the Delivery Point under this Agreement including quantity under GSPN, if any, (such quantity the "**Daily Nominated Quantity**" or "**DNQ**") and the Buyer shall draw Gas quantity as per DNQ. In case, no DNQ is communicated by the Seller to the Buyer, the DCQ shall be treated as the DNQ for such Day.

5.4 The Buyer shall take delivery of gas at Delivery Point at a uniform hourly rate.

5.5 Overdrawn Quantity

(i) In case the Buyer draws Gas quantity over and above the DNQ for the Day, it shall be termed as overdrawl (such quantity the "**Overdrawn Quantity**").

(ii) In the event the Buyer draws Gas, on any Day, in excess of 10% of DNQ, then the quantity of Gas drawn in excess of the DNQ shall be termed as "**Unauthorized Overdrawl**" and shall be charged at 120% of the highest priced Gas in the pipeline system plus all other charges including taxes and duties as applicable in terms of the Agreement. The highest priced Gas in the pipeline system shall be declared by Seller from time to time.

(iii) Further, in the event the Gas drawn in excess of the DNQ, on any day, is less than or equal to 10% thereof, the quantity of gas drawn in excess of DNQ shall be treated as "**Authorized Overdrawl**" and shall be reconciled over the relevant fortnight. Such Authorized Overdrawl quantities shall be used

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (वित्त)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Surya Irrigation (P) Ltd.

Director

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **not less than 6(Six)** Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी / Ranjan Dwivedi
उप महा प्रबंधक (विपणन) / Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For Surya Irrigation (P) Ltd.

Director

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

For Surya Irrigation (P) Ltd.

By: Director

रंजन द्विवेदी/Ranjan Dwivedi
उप महाप्रबंधक (वि.)/Dy. General Manager (MKTG)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर क्षेत्रीय कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Name: **Ranjan Dwivedi** Name: **Sh. Sanjeev Bansal**

Title: **GAIL (India) Limited** Title : **Surya Irrigation Pvt. Ltd.**

Witness: Witness:

1. (Shailesh Sunagar) 1.

2. (CUDHY BHAN) 2.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम – महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking - A Maharatna Company)

गेल भवन
जयपुर आँचलिक कार्यालय
सेक्टर–6, विद्याधर नगर, जयपुर–302039

GAIL BHAWAN
JAIPUR ZONAL OFFICE
SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698
फैक्स/FAX : 0141-2230374

SIDE LETTER "EXT"

Ref.: GAIL/JZO/Mktg./Surya /EXT/2021 **Date: 22/03/2021**

To,
Surya Alumex
F-1089, Phase-III, RIICO Industrial Area,
Bhiwadi, Distt. Alwar, Rajasthan -301019

Kind Attn.: Mr. Sidharth Jain

Subject: Side Letter to Gas Sale Agreement dated 25.02.2016 between GAIL (India) Limited ("Seller") and M/s Surya Alumex ("Buyer")

This has reference to the Gas Sale Agreement (GSA) dated **25.02.2016** and relevant Side Letters, signed between **GAIL (India) Limited ("Seller") and M/s Surya Alumex ("Buyer")** for supply of 39 MMBTU/Day of RLNG by the Seller to the Buyer's Facilities at F-1089, Phase-III, RIICO Industrial Area, Bhiwadi, Distt. Alwar, Rajasthan - 301019, hereinafter referred to as "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to i.e. 31.03.2021

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under this Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THERFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations, which the Parties hereby acknowledge, the Seller and Buyer agrees as follows:

1. Periods of Sale and Purchase
In Article 5.1

CONTRACT YEAR	DCQ (in MMBTU)	Equivalent DCQ (In SCMD at 9880 Kcal/SCM-GCV)
From 01/04/2016 to 31/03/2021	39	1000.00
From 01/04/2021 to 31/05/2021	0	0
From 01/06/2021 to 31/10/2021	19	500.00
From 01/11/2021 to 31/03/2024	39	1000.00

For SURYA ALUMEX (A Unit of Surya Irrigation (P) Ltd.)
Authorised Signatory

The extended period for Sale and Purchase under this Agreement shall come into force from 01/04/2021 and shall remain into force for a period upto 31/03/2024 i.e. 06:00 hours of 01/04/2024

2. **This Side Letter- "EXT" is effective from 01/04/2021 till 31/03/2024 for supply of RLNG and forms a part of Agreement.**

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD which shall be as per Price Side Letter dated **16.03.2016**

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated **25.02.2016** to the Buyer's facility located at **Bhiwadi, Rajasthan.**

Thanking you,

Yours faithfully,
For and On behalf of **GAIL (India) Limited**

Name: JAIDEEP NIGAM
Designation: GM (Mktg)

For SURYA ALUMEX
(A Unit of Surya Irrigation (P) Ltd.)

Authorised Signatory

Accepted and agreed as above

For Buyer: **M/s Surya Alumex**
Name: Siddharth Jain
Designation: Director

उत्तर प्रदेश UTTAR PRADESH FF 007174

GAS SALES AGREEMENT

This gas sales agreement dated as of 4th day of November, 2019, (this "**Agreement**") at Noida is made by and between:

GAIL (INDIA) LIMITED, (CIN L40200DL1984GOI018976): a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as the "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **ONE PART**;

AND

Suzuki Motorcycle India Pvt. Ltd, (CIN U74899DL1997FTC086871) a company constituted under the Companies Act, 1956 having its Registered Office at 2nd Floor, Plot No. 1,Nelson Mandela Road, Vasant Kunj New Delhi -110 070, India in the state of Delhi, (hereinafter referred to as the "**Buyer**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the **OTHER PART**.

In this Agreement, the Seller and the Buyer are individually referred to as a "**Party**" and collectively as the "**Parties**".

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BBTU)	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
		(in MMBTU)	(in MMSCMD)
[First Contract Year]* [01.12.2019-31.12.2019]	**6.077**	**196.032**	**0.005**
[Other Contract Year] [01.01.2020-31.12.2020]	**71.748**	**196.032**	**0.005**
[Other Contract Year] [01.01.2021-31.12.2021]	**71.552**	**196.032**	**0.005**
[Last Contract year] [01.01.2022-30.11.2022]	**65.475**	**196.032**	**0.005**

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than [*10 (Ten)*] Bar(a) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

[*This space is intentionally left blank*]

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

TOYODA GOSEI MINDA INDIA PVT. LTD.

AS BUYER

[FOR GAS SUPPLIES AT MARKET DETERMINED PRICES (MDP)]

Dated: 11/09/2014

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबंधक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd
जयपुर आँचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

For TOYODA GOSEI MINDA INDIA PVT. LTD.

Authorised Signatory

ARTICLE 7 - DELIVERY PRESSURE AND TEMPERATURE

7.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than 6 (Six) Bar(a) (the "**Delivery Pressure**").

7.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0°C).

रंजन द्विवेदी/Ranjan Dwivedi
उप महा प्रबन्धक (मार्के.)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर ऑचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page __ of this Agreement.

By: Ranjan Dwivedi

Name: Ranjan Dwivedi

Title: GAIL (India) Limited

उप महा प्रबन्धक (विपणन)/Dy. General Manager (Mktg.)
गेल (इंडिया) लिमिटेड/GAIL (India) Ltd.
जयपुर आंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Witness:

1. Shailesh Sunagar
(Shailesh Sunagar)

2. C Madaan
(C.S. MADAN)

By: HIDENORI UEDA

Name: HIDENORI UEDA

Title: **TOYODA GOSEI MINDA INDIA PVT. LTD.**

Witness:

1. SUDHIR TOMAR
F-420 ALPHA-2 GR. NOIDA.

2. Pawan Kumar Sharma
PAWAN KUMAR SHARMA
Ward No-14, Shivaji Nagar
Behror - Rajasthan.

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम–
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

SIDE LETTER

28th June, 2018

GAIL/JZO/HH Price Side Letter/2018 / Toyoda Gosei Minda India Pvt Ltd

To,

M/s TOYODA GOSEI MINDA INDIA PVT. LTD.
Plot No. SP2-30 & 31, RIICO Indl. Area,
Majrakath, Neemrana, Distt. Alwar,
Rajasthan INDIA

Sub: Side Letter to the Gas Sale Agreement (GSA) dated 11.09.2014 for the supply of RLNG to your plant.

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Toyoda Gosei Minda India Pvt Ltd ("Buyer") for supply of Regasified LNG (RLNG) to the Buyer's plant located at Neemrana, Rajasthan, hereinafter referred to as the "Agreement".

WHEREAS:

A. Seller and Buyer executed the Agreement for the sale and purchase of Gas/RLNG as per the terms thereof.

B. Basic Term of the Agreement was up to 31.12.2019.

C. Seller and Buyer desire to enter into this Side Letter –"EXT" to amend the Basic Term under the Agreement to enable the Parties for sale and purchase of RLNG under Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained in the Agreement and other good and valuable considerations which the Parties hereby acknowledge, the Seller and the Buyer agree as follows:

TOYODA GOSEI MINDA INDIA PVT. LTD.

1. **Periods for Sale and Purchase**

In Article 3.1,

e-mail :

CIN : L40200DL1984GOI018976 Website : www.gailonline.com

जामनगर लोनी एल पी जी पाइपलाइन मुख्यालय, गेल भवन, सेक्टर–6, विद्याधर नगर, जयपुर–302039, फोन : 0141–2230347, 2230617, 2230698 फैक्स : 0141–2230374
Jamnagar Loni LPG Pipeline HQ. GAIL Bhawan, Sector-6, Vidhyadhar Nagar, Jaipur-302039, Phone : 0141-2230347, 2230617, 2230698 Fax : 0141-2230374
निगमित कार्यालय : 16, भीकाएजी कामा प्लेस, आर. के. पुरम, नई दिल्ली – 110066, दूरभाष : 011–26182955, फैक्स : 011–26185941
Corp.Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955 Fax : 011- 26185941

The extended period for Sale and Purchase under this Agreement shall come into force from 01.01.2020 and shall remain in force for a period up to 31.12.2022 i.e. 06:00 Hrs of 01.01.2023.

2. This **Side Letter –"EXT"** is effective from 01.01.2020 till 31.12.2022 for supply of RLNG and forms a part of the Agreement.

3. The Price which Buyer shall pay for quantities of Gas to be sold and purchased DURING THE EXTENDED PERIOD will be as per the Price side Letter, dated 01/02/2018.

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following:

All other terms and conditions of the GSA dated **11.09.2014** shall remain unchanged and shall be binding between the Parties.

Thanking you,

Yours faithfully,

[redacted]
General Manager
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर औचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Accepted as above:
For and on behalf of M/s **Toyoda Gosei Minda India Pvt Ltd**

(Authorised Signatory)

गेल (इंडिया) लिमिटेड
(भारत सरकार का उपक्रम-
महारत्न कंपनी)
GAIL (India) Limited
(A Government of India Undertaking-
A Maharatna Company)

Side Letter

GAIL/JZO/HH/ADD QTY/TOYODA/2019 29/01/2019

To,

M/s TOYODA GOSEI MINDA INDIA PVT. LTD.
Plot No. SP2-30 & 31, RIICO Indl. Area,
Majrakath, Neemrana, Distt. Alwar,
Rajasthan, INDIA

Subject: Side Letter to Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Toyoda Gosei Minda India Private Limited ("Buyer")

Dear Sir,

This refers to the Gas Sales Agreement dated 11/09/2014 between GAIL (India) Limited ("Seller") and M/s Toyoda Gosei Minda India Private Limited ("Buyer") for supply of Regasified LNG (Gas) to the Buyer's facility located at Neemrana, Rajasthan, hereinafter referred to as the "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas. Whereas the Buyer made a request to the Seller for supply of additional 800 SCMD (31 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 800 SCMD (31 MMBTU per day) of RLNG for the period starting from 01/02/2019 till 31/12/2022.

Now in consideration of the above, the Buyer and the Seller (collectively referred to as "Parties") have agreed upon as following: The Buyer requested to the Seller for supply of additional 800 SCMD (31 MMBTU per day) of RLNG and the Seller has considered the request of the Buyer and agreed to supply additional 800 SCMD (31 MMBTU per day) of RLNG for the period starting from 01/02/2019 till 31/12/2022. Accordingly, the Article 5.1 of the Agreement shall stand revised and read as below:

CONTRACT YEAR	APPROXIMATE AVERAGE DAILY CONTRACTED QUANTITY @ 9880 Kcal/SCM GCV	
	(in MMBTU)	(in MMSCMD)
From 01/04/2018 to 31/01/2019	39	0.0010
From 01/02/2019 to 31/12/2022	70	0.0018

Capitalized terms used in this Side Letter but not defined herein, shall have the same meaning as given to them in the Agreement. To the extent this Side Letter expressly modifies any part of the Agreement; such provisions of the Agreement shall not be applicable and the terms of this Side Letter shall prevail.

Except for the aforesaid changes, all other terms and conditions of the Agreement shall remain unchanged and binding between the parties hereto and shall apply. The Agreement and other Side Letters including this Side Letter represent the entire agreement between the Buyer and the Seller for Supply of gas vide Gas Sales Agreement dated 11/09/2014 to the Buyer's facility located at Neemrana, Rajasthan.

Thanking you,

Yours faithfully,
For and On behalf of GAIL (India) Limited

(Ashish A. Gupta)
आशीष आनन्द गुप्ता/Ashish Anand Gupta/Zonal General Manager
अंचलिक महाप्रबन्धक (विपणन) /Zonal GM (Marketing)
गेल (इंडिया) लिमिटेड/GAIL (India) LTD.
जयपुर अंचलिक कार्यालय/Jaipur Zonal Office
विद्याधर नगर, जयपुर/Vidhyadhar Nagar, Jaipur

Accepted and agreed to above

For Buyer: Toyoda Gosei Minda India Private Limited
Name: JAIDEV JOSEPH
Designation: PLANT HEAD

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

UTTAM STRIPS PVT. LTD.

AS BUYER

Dated: 25/05/2009

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV
[First Contract Year]	96.45 ~~including Earlier~~ Make Up Gas ~ MMBTUs	@ 0.010 MMSCMD For 246 days
[Other Contract Years]	134.870	@ 0.010 MMSCMD For 344 days
[Last Contract year]	47.44 [BBTU x No of Days in Last Contract Year /344]	@ 0.010 MMSCMD For 121 days

Each ACQ is subject to adjustment as provided in Article 6.2.

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain, at the Delivery Point, a pressure not less than Five kg/cm²g (5 kg/cm²g) (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Articale 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (O°C).

9.3 Delivery Rate

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 % (one hundred and five percent) of the DCQ and shall not be lower than 95% (ninety five percent) of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the **"Maximum Change Rates"**).

22.7 **Amendment of Agreement to reflect Unbundling of Transmission activities from the Seller**

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) which necessitates or requires the Seller to sever or demerge its transmission activities from the gas sale activities; or if the Seller otherwise decides to unbundle its transmission activities from the gas sale activities through any form of corporate restructuring or demerger, the Buyer shall, on being notified by the Seller, fully cooperate with the Seller and do such acts and deeds (including by entering into appropriate assignment / novation deeds) as may be necessary for reflecting any such change in the Agreement.

22.8 **Effective Date**

This Agreement shall be effective and of full force as of the date first written on page 01 of this Agreement (the "**Effective Date**") when each of the Parties shall have duly executed and delivered to the other a copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 01 of this Agreement.

By :

Name : A.K. MITTAL

Designation: GM (BD) & Zonal Mktg.

Witness :

1. Anant Khobragade
(ANANT KHOBRAGADE)
Manager (Comml.)

2.

By :

Name : Rishi Miglani

Designation: For Uttam Galva Steels Limited
Managing Director

Witness :

1. Vikrant Wali
(VIKRANT WALI)
ENGINEER.

2.

GAS SALE AGREEMENT

BETWEEN

GAIL (INDIA) LIMITED

AS SELLER

AND

UTTAM STRIPS LIMITED

AS BUYER

Dated: 13/10/2021

For Uttam Strips Ltd.

Authorised Signatory

ARTICLE 6: QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an **"Annual Contract Quantity"** or **"ACQ"**) as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @ 9880 Kcal/SCM GCV	APPROX AVERAGE DAILY In MMBTU/Day
16.102021-31.12.2021	4.62	0.00153	60
01.01.2022-31.12.2023	21.90	0.00153	60
01.01.2024-31.12.2024	21.96	0.00153	60
01.01.2025-31.12.2026	21.90	0.00153	60

*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 (fifteen) Days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the **"Adjusted Annual Contract Quantity"** or the **"AACQ"**:

(i) Additions to ACQ: Make Good Gas
Upward Flexibility Quantity

(ii) Deductions from ACQ: Downward Flexibility Quantity

Make Good Gas:

(i) The Buyer shall use its best endeavors to take delivery of all or part of the aggregate Downward Flexibility Quantities outstanding pursuant to Article 6.2(c), by requesting in accordance with Article 8 in respect of any Contract Year delivery of a quantity of Gas not exceeding the aggregate of the Downward Flexibilities Quantities then outstanding (such quantity requested in a Contract Year, the **"Make Good Gas"**).

(ii) Subject to the Seller's Operational Flexibility, if the Buyer makes a request for a quantity of Make Good Gas, such quantity shall be added to the ACQ for determining the AACQ.

(iii) The Buyer shall take delivery of all Downward Flexibility Quantities outstanding by the end of the Last Contract Year.

For Uttam Strips L...

Authorised Signa...

ARTICLE 9: DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 Delivery Pressure

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure XXX) (the "**Delivery Pressure**").

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in Article 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the "**Seller's Daily Shortfall**" for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

(e) If pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, Seller shall use reasonable endeavors to deliver Gas at that higher pressure. However, if, in spite of Seller's endeavors to deliver Gas at such higher pressure, Seller is unable to deliver the full quantity of PNDCQ for such Day, then any shortfall in the delivery of such PNDCQ shall not be deemed to be a Seller's Daily Shortfall and Buyer shall incur Pay For If Not Taken obligations in respect of such shortfall.

9.2 Delivery Temperature

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above 0° C (zero degrees Celsius).

9.3 Delivery Rate

The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the ± 10% (ten percent) of the Delivery Rate (the "**Maximum Change Rates**").

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the Day and year first above written on Page 5 of this Agreement.

GAIL (INDIA) LIMITED (SELLER)	**UTTAM STRIPS LIMITED (BUYER)**
	For Uttam Strips Ltd. Authorised Signatory
By:	**By:**
Name: Rajendra Kumar	**Name:** ONKAR SINGH
Designation CGM(Mktg)	**Designation:** General Manager HR, Admin, JR

WITNESSES:

1.	**1.**
Name: Randeep Nain	**Name:** Dilip Agarwal
Address: GAIL (India) Ltd	**Address:** SA-142, The Essentia Alwar Road, Bhiwadi
2.	**2.**
Name: Nishpakh Vashishtha	**Name:** Braj Bihari
Address: CM (Mktg-Gen), Gail (India) Ltd	**Address:** Vill-Milakpur Gurjar Bhiwadi

GAS SALE AGREEMENT

This **GAS SALE AGREEMENT** (this "**Agreement**") dated as of 24th day of JUNE, 2016, at Noida is made by and between:

GAIL (INDIA) LIMITED, a company incorporated under the Companies Act, 1956 (a Government of India undertaking) and having its registered office at 16, Bhikaji Cama Place, New Delhi 110066 (hereinafter referred to as "**Seller**" which expression shall unless repugnant to the context include its successors and permitted assigns) of the one part; or

AND

WANFENG ALUMINUM WHEEL INDIA PRIVATE LIMITED, a company constituted under the Companies Act, 1956 having its Registered Office at **103, Ashoka Estate, Barakhamba Road, New Delhi - 110001,** in the state of **Delhi**, (hereinafter referred to as **"Buyer"** which expression shall unless repugnant to the context include its successors and permitted assigns) of the other part.

The Seller and the Buyer are individually referred to in this Agreement as a "**Party**" and together as the "**Parties**".

ARTICLE 6

QUANTITY

6.1 Annual Contract Quantity

Subject to the terms and conditions of this Agreement, during the Basic Term, the Seller shall sell and tender for delivery to the Buyer at the Delivery Point, and the Buyer shall purchase and receive and take at the Delivery Point, Gas quantities in each Contract Year of the Basic Term (each an "**Annual Contract Quantity**" or "**ACQ**") as follows:

CONTRACT YEAR	ACQ (BILLIONS BTU)	APPROXIMATE AVERAGE DAILY VOLUME (MMSCMD) @9880 Kcal/SCM - GCV	APPROXIMATE AVERAGE DAILY VOLUME (MMBTU) @9880 Kcal/SCM - GCV
[First Contract Year]			
24.06.2016 - 31.08.2016	25.565	0.0095	370.500
01.09.2016 - 31.12.2016	65.649	0.0137	538.107
[Other Contract Year]			
01.01.2017 - 30.04.2017	75.159	0.0160	626.321
01.05.2017 - 31.12.2017	244.942	0.0255	999.762
01.01.2018 - 31.12.2018	364.913	0.0255	999.762
01.01.2019 - 31.12.2019	364.913	0.0255	999.762
01.01.2020 - 31.12.2020	365.913	0.0255	999.762
[Last Contract Year]			
01.01.2021 - 30.06.2021	180.957	0.0255	999.762

Each ACQ is subject to adjustment as provided in Article 6.2.
*In case of First Contract Year, the Seller shall provide details of the proportionate quantity to be made available in respect of such year, within 15 days of Commencement Date.

6.2 Adjusted Annual Contract Quantity

(a) Each ACQ set forth in Article 6.1 shall be adjusted by the following quantities in accordance with the procedures for the Annual Program pursuant to Article 8 and any ACQ so adjusted is referred to as the "**Adjusted Annual Contract Quantity**" or the "**AACQ**":

(i) Additions to ACQ: Make Good Gas
Restoration Quantities
Upward Flexibility Quantity

ARTICLE 9

DELIVERY PRESSURE, TEMPERATURE AND RATE

9.1 **Delivery Pressure**

(a) The Seller shall maintain the ability to deliver Gas, and the Buyer shall maintain the ability to receive Gas at the Delivery Point in accordance with the terms of this Agreement.

(b) The Seller shall maintain pressure at the Delivery Point at a pressure not less than **Four (4)** Bar(a) **(on best Endeavor basis)** (the **"Delivery Pressure"**).

(c) If the Seller is unable to maintain the required pressure and as a consequence of which the Seller is not able to deliver the full quantity of PNDCQ for such Day (except due to the circumstances set forth in 8.2(e) and except due to Force Majeure) the difference between (i) the lesser of the PNDCQ and the DCQ for such Day and (ii) the actual quantity of Gas delivered to the Buyer on such Day, shall be deemed the **"Seller's Daily Shortfall"** for purposes of determining any Pay For If Not Taken obligation under Article 14.1.

(d) The Seller shall maintain Delivery Pressure at the Delivery Point. Failure by the Buyer to receive Gas due to the Buyer's non-maintenance of corresponding lower pressure shall not result in the Seller's Daily Shortfall and the Buyer shall be liable for Pay For If Not Taken obligation under Article 14.1.

9.2 **Delivery Temperature**

The Seller shall deliver Gas to Buyer at the Delivery Point at a temperature above zero degrees Celsius (0' C).

9.3 **Delivery Rate**

(a) The Buyer shall not in any Day nominate quantities of Gas or take delivery of Gas at the Delivery Point which, will exceed 105 (one hundred and five) % of the DCQ and shall not be lower than 95 (ninety five) % of the DCQ. The Buyer shall not in any hour or Day nominate quantities or take delivery of Gas which would cause or result in fluctuations in the Delivery Rate at the Delivery Point exceeding the +/- 10 % of the Delivery Rate (the **"Maximum Change Rates"**) .