

Most important symptoms and effects	Causes burns by all exposure routes. . Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation: Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated
Notes to Physician	Treat symptomatically

5. Fire-fighting measures

Suitable Extinguishing Media	CO ₂ , dry chemical, dry sand, alcohol-resistant foam. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable Extinguishing Media	No information available
Flash Point	No information available
Method -	No information available
Autoignition Temperature	651 °C / 1203.8 °F
Explosion Limits	
Upper	No data available
Lower	No data available
Sensitivity to Mechanical Impact	No information available
Sensitivity to Static Discharge	No information available

Specific Hazards Arising from the Chemical

Keep product and empty container away from heat and sources of ignition. Thermal decomposition can lead to release of irritating gases and vapors.

Hazardous Combustion Products

Nitrogen oxides (NO_x)

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Thermal decomposition can lead to release of irritating gases and vapors.

NFPA

Health	Flammability	Instability	Physical hazards
3	1	0	N/A

6. Accidental release measures

Personal Precautions	Ensure adequate ventilation. Use personal protective equipment. Keep people away from and upwind of spill/leak. Evacuate personnel to safe areas. Avoid contact with skin, eyes and inhalation of vapors.
Environmental Precautions	Should not be released into the environment. Keep out of waterways. Collect spillage. See Section 12 for additional ecological information.
Methods for Containment and Clean Up	Soak up with inert absorbent material. Keep in suitable, closed containers for disposal.

7. Handling and storage

Handling	Use only under a chemical fume hood. Wear personal protective equipment. Do not get in eyes, on skin, or on clothing. Do not ingest. Do not breathe vapors or spray mist.
Storage	Keep containers tightly closed in a dry, cool and well-ventilated place. Corrosives area.

8. Exposure controls / personal protection

Exposure Guidelines	This product does not contain any hazardous materials with occupational exposure limitsestablished by the region specific regulatory bodies.
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Component	ACGIH TLV	OSHA PEL	NIOSH IDLH	Mexico OEL (TWA)
Ammonia	TWA: 25 ppm STEL: 35 ppm	(Vacated) STEL: 35 ppm (Vacated) STEL: 27 mg/m ³ TWA: 50 ppm TWA: 35 mg/m ³	IDLH: 300 ppm TWA: 25 ppm TWA: 18 mg/m ³ STEL: 35 ppm STEL: 27 mg/m ³	TWA: 25 ppm STEL: 35 ppm

Engineering Measures Use only under a chemical fume hood. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal Protective Equipment

Eye/face Protection Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166. Tightly fitting safety goggles. Face-shield.

Skin and body protection Wear appropriate protective gloves and clothing to prevent skin exposure. Long sleeved clothing.

Respiratory Protection Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.

Hygiene Measures Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Physical State	Liquid
Appearance	Colorless
Odor	Ammonia-like
Odor Threshold	No information available
pH	12
Melting Point/Range	-57 °C / -70.6 °F
Boiling Point/Range	38 °C / 100.4 °F
Flash Point	No information available
Evaporation Rate	No information available
Flammability (solid,gas)	Not applicable
Flammability or explosive limits	
Upper	No data available
Lower	No data available
Vapor Pressure	500 hPa @ 20 °C
Vapor Density	0.59
Specific Gravity	0.88-0.91
Solubility	Soluble in water
Partition coefficient; n-octanol/water	No data available
Autoignition Temperature	651 °C / 1203.8 °F
Decomposition Temperature	No information available
Viscosity	No information available

10. Stability and reactivity

Reactive Hazard	None known, based on information available
Stability	Stable under normal conditions.
Conditions to Avoid	Incompatible products. Excess heat.
Incompatible Materials	Strong oxidizing agents, Metals, Acids, Fluorine, Halogens

Hazardous Decomposition Products Nitrogen oxides (NOx)

Hazardous Polymerization Hazardous polymerization does not occur.

Hazardous Reactions None under normal processing.

11. Toxicological information

Acute Toxicity

Product Information

Oral LD50

Based on ATE data, the classification criteria are not met. ATE > 2000 mg/kg.

Dermal LD50

Based on ATE data, the classification criteria are not met. ATE > 2000 mg/kg.

Vapor LC50

Based on ATE data, the classification criteria are not met. ATE > 20 mg/l.

Component Information

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
Water	-	Not listed	Not listed
Ammonium hydroxide	-	Not listed	Not listed
Ammonia	LD50 = 350 mg/kg (Rat)	Not listed	LC50 = 2000 ppm (Rat) 4 h

Toxicologically Synergistic Products No information available

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Irritation Causes burns by all exposure routes

Sensitization No information available

Carcinogenicity The table below indicates whether each agency has listed any ingredient as a carcinogen.

Component	CAS-No	IARC	NTP	ACGIH	OSHA	Mexico
Water	7732-18-5	Not listed				
Ammonium hydroxide	1336-21-6	Not listed				
Ammonia	7664-41-7	Not listed				

Mutagenic Effects No information available

Reproductive Effects No information available.

Developmental Effects No information available.

Teratogenicity No information available.

STOT - single exposure Respiratory system

STOT - repeated exposure None known

Aspiration hazard No information available

Symptoms / effects, both acute and delayed Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation: Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated

Endocrine Disruptor Information No information available

Other Adverse Effects The toxicological properties have not been fully investigated.

12. Ecological information

Ecotoxicity

Very toxic to aquatic organisms. The product contains following substances which are hazardous for the environment.

Component	Freshwater Algae	Freshwater Fish	Microtox	Water Flea
Ammonium hydroxide	-	0.53 mg/l LC50 96h	-	EC50: 0.66 mg/L/48h

		0.75 - 3.4 mg/l LC50 96h 8.2 mg/L LC50 96h		
Ammonia	Not listed	LC50: > 1.5 mg/L, 96h (Poecilia reticulata) LC50: = 5.9 mg/L, 96h static (Pimephales promelas) LC50: 0.73 - 2.35 mg/L, 96h (Pimephales promelas) LC50: = 1.17 mg/L, 96h flow-through (Lepomis macrochirus) LC50: 0.26 - 4.6 mg/L, 96h (Lepomis macrochirus) LC50: = 0.44 mg/L, 96h (Cyprinus carpio) LC50: = 1.19 mg/L, 96h static (Poecilia reticulata)	EC50 = 2.0 mg/L 5 min	EC50 = 25.4 mg/L 48h

Persistence and Degradability Persistence is unlikely based on information available.

Bioaccumulation/ Accumulation No information available.

Mobility No information available.

Component	log Pow
Ammonia	-1.14

13. Disposal considerations

Waste Disposal Methods Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. Chemical waste generators must also consult local, regional, and national hazardous waste regulations to ensure complete and accurate classification.

14. Transport information

DOT

UN-No UN2672
Proper Shipping Name AMMONIA SOLUTIONS
Hazard Class 8
Packing Group III

TDG

UN-No UN2672
Proper Shipping Name AMMONIA SOLUTIONS
Hazard Class 8
Packing Group III

IATA

UN-No UN2672
Proper Shipping Name AMMONIA SOLUTION
Hazard Class 8
Packing Group III

IMDG/IMO

UN-No UN2672
Proper Shipping Name AMMONIA SOLUTION
Hazard Class 8
Packing Group III

15. Regulatory information

United States of America Inventory

Component	CAS-No	TSCA	TSCA Inventory notification - Active/Inactive	TSCA - EPA Regulatory Flags
Water	7732-18-5	X	ACTIVE	-
Ammonium hydroxide	1336-21-6	X	ACTIVE	-

Ammonium hydroxide

Revision Date 25-Apr-2019

Ammonia	7664-41-7	X	ACTIVE	-
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Legend:

TSCA - Toxic Substances Control Act, (40 CFR Part 710)

X - Listed

'-' - Not Listed

TSCA 12(b) - Notices of Export Not applicable

International Inventories

Canada (DSL/NDSL), Europe (EINECS/ELINCS/NLP), Philippines (PICCS), Japan (ENCS), Australia (AICS), China (IECSC), Korea (ECL).

Component	CAS-No	DSL	NDSL	EINECS	PICCS	ENCS	AICS	IECSC	KECL
Water	7732-18-5	X	-	231-791-2	X	-	X	X	KE-35400
Ammonium hydroxide	1336-21-6	X	-	215-647-6	X	X	X	X	KE-01688
Ammonia	7664-41-7	X	-	231-635-3	X	X	X	X	KE-01625

U.S. Federal Regulations**SARA 313**

Component	CAS-No	Weight %	SARA 313 - Threshold Values %
Ammonium hydroxide	1336-21-6	25-30	1.0
Ammonia	7664-41-7	-	1.0

SARA 311/312 Hazard Categories See section 2 for more information

CWA (Clean Water Act)

Component	CWA - Hazardous Substances	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants
Ammonium hydroxide	X	1000 lb	-	-
Ammonia	X	100 lb	-	-

Clean Air Act Not applicable

OSHA - Occupational Safety and Health Administration Not applicable

Component	Specifically Regulated Chemicals	Highly Hazardous Chemicals
Ammonia	-	TQ: 10000 lb TQ: 15000 lb

CERCLA This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Component	Hazardous Substances RQs	CERCLA EHS RQs
Ammonium hydroxide	1000 lb	-
Ammonia	100 lb	100 lb

California Proposition 65 This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know Regulations

Component	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Water	-	-	X	-	-
Ammonium hydroxide	X	X	X	-	-
Ammonia	X	X	X	-	X

U.S. Department of Transportation

Reportable Quantity (RQ): Y

Ammonium hydroxide

Revision Date 25-Apr-2019

DOT Marine Pollutant N
 DOT Severe Marine Pollutant N

U.S. Department of Homeland Security This product contains the following DHS chemicals:
Legend - STQs = Screening Threshold Quantities, APA = A placarded amount

Component	DHS Chemical Facility Anti-Terrorism Standard
Ammonia	Release STQs - 10000lb (anhydrous) Release STQs - 20000lb (concentration >=20%)

Other International Regulations

Mexico - Grade No information available

16. Other information

Prepared By Regulatory Affairs
 Thermo Fisher Scientific
 Email: EMSDS.RA@thermofisher.com

Creation Date 23-Nov-2009
Revision Date 25-Apr-2019
Print Date 25-Apr-2019
Revision Summary This document has been updated to comply with the US OSHA HazCom 2012 Standard replacing the current legislation under 29 CFR 1910.1200 to align with the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of SDS



GRASIM INDUSTRIES LIMITED

CHEMICAL DIVISION

BIRLAGRAM, NAGDA (M.P.)

MATERIAL SAFETY DATA SHEET

PRODUCT NAME: CHLORINE

1. Chemical Product and Company Identification

GRASIM INDUSTRIES LIMITED
CHEMICAL DIVISION
BIRLAGRAM, NAGDA (M.P.) INDIA
TEL. No. 07366-246760-66
FAX NO. 091-7366-246767
E-Mail: grasimchem@adityabirla.com

PRODUCT NAME: CHLORINE
CHEMICAL NAME: Chlorine
TDG (Canada) CLASSIFICATION: 2.3

2. Composition, Information on Ingredients

INGREDIENT %	VOLUME	PEL-OSHA ¹	TLV-ACGIH ²	LD ₅₀ or LC ₅₀ Route/Species
Chlorine FORMULA: Cl ₂ CAS: 7782-50-5 RTECS #: FO2100000	100.0	1 ppm Ceiling	0.5 ppm TWA 1 ppm STEL	LC ₅₀ 293 ppm/1H (rat)

¹ As stated in 29 CFR 1910, Subpart Z (revised July 1, 1993)

² As stated in the ACGIH 1994-95 Threshold Limit Values for Chemical Substances and Physical Agents

3. Hazards Identification

EMERGENCY OVERVIEW

Corrosive and irritating to the eyes, skin and mucous membranes. Inhalation may result in chemical pneumonitis and pulmonary edema. Nonflammable. Oxidizer, may explode or accelerate combustion if contacting reducing agents.

ROUTE OF ENTRY:

Skin Contact	Skin Absorption	Eye Contact	Inhalation	Ingestion
Yes	No	Yes	Yes	No

HEALTH EFFECTS:

Exposure Limits Yes	Irritant Yes	Sensitization No
Teratogen Yes	Reproductive Hazard Yes	Mutagen Yes
Synergistic Effects Other agents that irritate the respiratory system		

Carcinogenicity: -- NTP: No IARC: No OSHA: No

EYE EFFECTS:

Corrosive and irritating to the eyes. Contact with the liquid or vapor causes painful burns and ulcerations. Burns to the eyes result in lesions and possible loss of vision.

SKIN EFFECTS:

Corrosive and irritating to the skin and all living tissue. It hydrolyzes very rapidly yielding hydrochloric acid. Skin burns and mucosal irritation are like that from exposure to volatile inorganic acids. Chlorine burns exhibit severe pain, redness, possible swelling and early necrosis.

INGESTION EFFECTS:

Ingestion is unlikely.

INHALATION EFFECTS:

Corrosive and irritating to the upper and lower respiratory tract and all mucosal tissue. Symptoms include lacrimation, cough, labored breathing, and excessive salivary and sputum formation. Excessive irritation of the lungs causes acute pneumonitis and pulmonary edema, which could be fatal. Residual pulmonary malfunction may also occur. Chemical pneumonitis and pulmonary edema may result from exposure to the lower respiratory tract and deep lung.

Some experimental evidence indicates chlorine causes mutagenic, teratogenic, and reproductive effects in animal studies.

NFPA HAZARD CODES

Health: 4
Flammability: 0
Reactivity: 0
OXIDIZER

HMIS HAZARD CODES

Health: 4
Flammability: 0
Reactivity: 0

RATINGS SYSTEM

0 = No Hazard
1 = Slight Hazard
2 = Moderate Hazard
3 = Serious Hazard
4 = Severe Hazard

4. First Aid Measures**EYES:**

PERSONS WITH POTENTIAL EXPOSURE SHOULD NOT WEAR CONTACT LENSES. Flush contaminated eye(s) with copious quantities of water. Part eyelids to assure complete flushing. Continue for a minimum of 15 minutes. Seek immediate medical attention.

SKIN:

Remove contaminated clothing as rapidly as possible. Flush affected area with copious quantities of water. Seek immediate medical attention.

INGESTION:

None required.

INHALATION:

PROMPT MEDICAL ATTENTION IS MANDATORY IN ALL CASES OF OVEREXPOSURE. RESCUE PERSONNEL SHOULD BE EQUIPPED WITH SELF-CONTAINED BREATHING APPARATUS.

Conscious persons should be assisted to an uncontaminated area and inhale fresh air. Unconscious persons should be moved to an uncontaminated area and given artificial resuscitation and supplemental oxygen. Assure that mucus or vomited material does not obstruct the airway by use of positional drainage. Delayed pulmonary edema may occur. Keep the patient under medical observation for at least 24 hours.

5. Fire Fighting Measures

Conditions of Flammability: Not flammable		
Flash point: None	Method: Not Applicable	Autoignition Temperature: None
LEL(%): None		UEL(%): None
Hazardous combustion products: None		
Sensitivity to mechanical shock: None		
Sensitivity to static discharge: None		

FIRE AND EXPLOSION HAZARDS:

Combustible materials burn in chlorine as they do in oxygen.

EXTINGUISHING MEDIA:

None required. Use media suitable for surrounding materials.

6. Accidental Release Measures

Evacuate all personnel from affected area. Use appropriate protective equipment. If leak is in user's equipment, be certain to purge piping with inert gas prior to attempting repairs. If leak is in container or container valve, contact the appropriate emergency telephone number listed in Section 1 or calls your closest BOC location.

7. Handling and Storage**Electrical classification:**

Nonhazardous.

Most metals corrode rapidly with wet chlorine. Systems must be kept dry. Lead, gold, tantalum and Hastelloy are most resistant to wet chlorine.

Use only in well-ventilated areas. Valve protection caps must remain in place unless container is secured with valve outlet piped to use point. Do not drag, slide or roll cylinders. Use a suitable hand truck for cylinder movement. Use a pressure reducing regulator when connecting cylinder to lower pressure (<250 psig) piping or systems. Do not heat cylinder by any means to increase rate of product from the cylinder. Use a check valve or trap in the discharge line to prevent hazardous back flow into cylinder.

Protect cylinders from physical damage. Store in cool, dry, well-ventilated areas of non-combustible construction away from heavily trafficked areas and emergency exits. Do not allow the temperature where cylinders are stored to exceed 125°F (52°C). Cylinders should be stored upright and firmly secured to prevent falling or being knocked over. Full & empty cylinders should be segregated. Use a "first in-first out" inventory system to prevent full cylinders from being stored for excessive periods of time.

For additional storage recommendations, consult Compressed Gas Association's Pamphlet P-1.

Never carry a compressed gas cylinder or a container of a gas in cryogenic liquid form in an enclosed space such as a car trunk, van or station wagon. A leak can result in a fire, explosion, asphyxiation or a toxic exposure.

8. Exposure Controls, Personal Protection**EXPOSURE LIMITS:**

INGREDIENT %	VOLUME	PEL-OSHA ²	TLV-ACGIH ³	LD ₅₀ or LC ₅₀ Route/Species
Chlorine FORMULA: Cl ₂ CAS: 7782-50-5 RTECS #: FO2100000	100.0	1 ppm Ceiling	0.5 ppm TWA 1 ppm STEL	LC ₅₀ 293 ppm/1H (rat)

¹ Refer to individual state or provincial regulations, as applicable, for limits which may be more stringent than those listed here.

² As stated in 29 CFR 1910, Subpart Z (revised July 1, 1993)

³ As stated in the ACGIH 1994-95 Threshold Limit Values for Chemical Substances and Physical Agents

ENGINEERING CONTROLS:

Hood with forced ventilation. Use local ventilation to prevent accumulation above the exposure limit.

EYE/FACE PROTECTION:

Gas-tight safety goggles or full-face respirator.

SKIN PROTECTION:

PVC, Kel-F ® or Teflon ®.

RESPIRATORY PROTECTION:

Positive pressure air line with full-face mask and escape bottle or self-contained breathing apparatus should be available for emergency use.

14. Transport Information

PARAMETER	United States DOT	Canada TDG
PROPER SHIPPING NAME:	Chlorine	Chlorine
HAZARD CLASS:	2.3	2.3 (5.1)
IDENTIFICATION NUMBER:	UN 1017	UN 1017
SHIPPING LABEL:	POISON GAS, CORROSIVE	POISON GAS, OXIDIZER

Additional Marking Requirement: "Inhalation Hazard"

If net weight of product > 10 pounds, the container must be also marked with the letters "RQ".

Additional Shipping Paper Description Requirement: "Poison-Inhalation Hazard, Zone B"

If net weight of product > 10 pounds, the shipping papers must be also marked with the letters "RQ".

15. Regulatory Information

Chlorine is listed under the accident prevention provisions of section 112(r) of the Clean Air Act (CAA) with a threshold quantity (TQ) of 2,500 pounds.

SARA TITLE III NOTIFICATIONS AND INFORMATION

Chlorine is listed as an extremely hazardous substance (EHS) subject to state and local reporting under Section 304 of SARA Title III (EPCRA).

The presence of chlorine in quantities in excess of the threshold planning quantity (TPQ) of 100 pounds requires certain emergency planning activities to be conducted.

Releases of chlorine in quantities equal to or greater than the reportable quantity (RQ) of 10 pounds are subject to reporting to the National Response Center under CERCLA, Section 304 SARA Title III.

SARA TITLE III - HAZARD CLASSES:

Acute Health Hazard

Chronic Health Hazard

Fire Hazard

Sudden Release of Pressure Hazard

Reactivity Hazard

SARA TITLE III - SECTION 313 SUPPLIER NOTIFICATION:

This product contains the following toxic chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right-To-Know Act (EPCRA) of 1986 and of 40 CFR 372:

CAS NUMBER	INGREDIENT NAME	PERCENT BY VOLUME
7782-50-5	CHLORINE	100.0

This information must be included on all MSDSs that are copied and distributed for this material.

16. Other Information

Compressed gas cylinders shall not be refilled without the express written permission of the owner. Shipment of a compressed gas cylinder which has not been filled by the owner or with his/her (written) consent is a violation of transportation regulations.

DISCLAIMER OF EXPRESSED AND IMPLIED WARRANTIES:

Above "Material Safety Data Sheet" is for information only. GRASIM INDUSTRIES LIMITED, Chemical Division does not take any guarantee or legal liability under any circumstances for the same. The Physical data presented herein does not purport to be the specifications.



Material Safety Data Sheet (MSDS) -Tri Sodium phosphate

1. Chemical Product and Company Identification

Product Name : Tri Sodium phosphate
Catalog Codes : SLS2650, SLS4072
CAS# : 7601-54-9
RTECS : TC9490000
TSCA : TSCA 8(b) inventory: Sodium phosphate tribasic
CI# : Not available.
Synonym : Tri sodium Phosphate Anhydrous, Phosphoric Acid, Tri sodium Salt, Tri sodium Orthophosphate
Chemical Name : Sodium Phosphate Tri basic
Chemical Formula : Na₃PO₄

COMPANY IDENTIFICATION

Supplier: **Pon Pure Chemicals Group**
 CHENNAI, TAMILNADU, INDIA
24 Hour Health Emergency (91) 8939878447
 (91) 9444038694
Transportation Emergency Phone (91) 8939768680

Company Name	Place	EMERGENCY TELEPHONE NUMBER
Pon Pure Chemicals Group	India	Day Emergency – 044-26161803-26161809

2. Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Tri Sodium phosphate	7601-54-9	100

Toxicological Data on Ingredients: Sodium phosphate tribasic: ORAL (LD50): Acute: 4150 mg/kg [Rat [information from other supplier]]. DERMAL (LD50): Acute: >7940 mg/kg [Rabbit [information from other supplier]]. >300 mg/kg [Rabbit [Registry of Toxic Effects of Chemical Substances database]].

3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of skin contact (irritant), of eye contact (irritant), of ingestion, of inhalation. Slightly hazardous in case of skin contact (permeator). Corrosive to eyes and skin. The amount of tissue damage depends on length of contact. Eye contact can result in corneal damage or blindness. Skin contact can produce inflammation and blistering. Inhalation of dust will produce irritation to gastro-



intestinal or respiratory tract, characterized by burning, sneezing and coughing. Severe over-exposure can produce lung damage, choking, unconsciousness or death.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Not available. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS: Not available. DEVELOPMENTAL TOXICITY: Not available. Repeated exposure of the eyes to a low level of dust can produce eye irritation. Repeated skin exposure can produce local skin destruction, or dermatitis. Repeated inhalation of dust can produce varying degree of respiratory irritation or lung damage.

4. First Aid Measures

Eye Contact:

Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Cold water may be used. Get medical attention immediately.

Skin Contact:

In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Cover the irritated skin with an emollient. Cold water may be used. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention immediately.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek medical attention.

Inhalation:

If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.

Serious Inhalation: Not available.

Ingestion:

Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention if symptoms appear.

Serious Ingestion: Not available.

5. Fire and Explosion Data

Flammability of the Product : Non-flammable.
Auto-Ignition Temperature : Not applicable.
Flash Points : Not applicable.
Flammable Limits : Not applicable.
Products of Combustion : Not available.



Fire Hazards in Presence of Various Substances: Not applicable.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available. Slightly explosive in presence of heat.

Fire Fighting Media and Instructions: Not applicable.

Special Remarks on Fire Hazards: Not available.

Special Remarks on Explosion Hazards: Containers may explode when heated

6. Accidental Release Measures

Small Spill:

Use appropriate tools to put the spilled solid in a convenient waste disposal container. If necessary: Neutralize the residue with a dilute solution of acetic acid. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

Large Spill:

Corrosive solid. Stop leak if without risk. Do not get water inside container. Do not touch spilled material. Use water spray to reduce vapors. Prevent entry into sewers, basements or confined areas; dike if needed. Call for assistance on disposal. Neutralize the residue with a dilute solution of acetic acid. Be careful that the product is not present at a concentration level above TLV. Check TLV on the MSDS and with local authorities.

7: Handling and Storage

Precautions:

Keep container dry. Do not ingest. Do not breathe dust. Never add water to this product. Wear suitable protective clothing. In case of insufficient ventilation, wear suitable respiratory equipment. If ingested, seek medical advice immediately and show the container or the label. Avoid contact with skin and eyes. Keep away from incompatibles such as moisture.

Storage: Keep container tightly closed. Keep container in a cool, well-ventilated area. Do not store above 23°C (73.4°F).

8. Exposure Controls/Personal Protection

Engineering Controls:

Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal Protection: Safety glasses. Synthetic apron. Gloves (impervious).



Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Boots. Gloves. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits:

TWA: 15 (mg/m³) from OSHA (PEL) [United States] Inhalation Total.

TWA: 5 (mg/m³) from OSHA (PEL) [United States] Inhalation Respirable.

TWA: 5 STEL: 5 (mg/m³) from AIHA Inhalation Consult local authorities for acceptable exposure limits.

9. Physical and Chemical Properties

Physical state and appearance	: Solid.
Odor	: Odorless.
Taste	: Not available.
Molecular Weight	: 163.94 g/mole
Color	: White.
pH (1% soln/water)	: 11.9 [Basic.]
Boiling Point	: Not available.
Melting Point	: 75°C (167°F)
Critical Temperature	: Not available.
Specific Gravity	: 1.62 (Water = 1)
Vapor Pressure	: Not applicable.
Vapor Density	: Not available.
Volatility	: Not available.
Odor Threshold	: Not available.
Water/Oil Dist. Coeff.	: Not available.
Ionicity (in Water)	: Not available.
Dispersion Properties	: See solubility in water.
Solubility	: Easily soluble in hot water, Soluble in cold water.

10. Stability and Reactivity Data

Stability	: The product is stable.
Instability Temperature	: Not available.
Conditions of Instability	: Moisture
Incompatibility with various substances	: Reactive with moisture.
Corrosivity	: Non-corrosive in presence of glass.
Special Remarks on Reactivity	: Hygroscopic, Sodium Phosphate Tribasic forms a strong caustic solution similar to soda lye



Special Remarks on Corrosivity : When wet, mild steel and brass may be corroded by sodium phosphate tribasic.

Polymerization : Will not occur.

11. Toxicological Information

Routes of Entry : Absorbed through skin, Inhalation, Ingestion.

Toxicity to Animals:

Acute oral toxicity (LD50): 4150 mg/kg [Rat [information from other supplier]]. Acute dermal toxicity (LD50): >300 mg/kg [Rabbit [Registry of Toxic Effects of Chemical Substances database]].

Chronic Effects on Humans: Not available.

Other Toxic Effects on Humans:

Extremely hazardous in case of skin contact (corrosive), of eye contact (corrosive), of inhalation (lung corrosive). Hazardous in case of skin contact (irritant), of ingestion, Slightly hazardous in case of skin contact (permeator).

Special Remarks on Toxicity to Animals: Not available.

Special Remarks on Chronic Effects on Humans: May affect genetic material (mutagenic)

Special Remarks on other Toxic Effects on Humans:

Acute Potential Health Effects: Skin: Causes skin irritation with possible burning pain and corrosive damage. It may be absorbed through the skin. Eyes: Causes eye irritation. It causes immediate and severe pain followed by conjunctival edema and corneal clouding. Later cataract formation may occur. This substance may cause eye burns. Inhalation: May be harmful if inhaled. Inhalation of dust may Cause respiratory tract and mucous membrane irritation with coughing, sneezing, choking, difficulty breathing, and pulmonary edema. Ingestion: May be harmful if swallowed. May cause severe gastrointestinal (digestive) tract irritation with severe nausea, vomiting, abdominal discomfort, violent purging, diarrhea, and burning sensation. Ingestion of large amounts may induce hypocalcemia or hyponatremia characterized by tetanus-like spasms, due to the sequestration of calcium ions by the phosphate moiety. It may also cause caustic burns of the mouth oropharynx, esophagus, or gastrointestinal tract.

12. Ecological Information

Ecotoxicity:

Ecotoxicity in water (LC50): 220 mg/l 96 hours [Bluegill sunfish]. 120 mg/l 96 hours [Rainbow Trout]. 177 mg/l 50 hours [Daphnia].

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.



Toxicity of the Products of Biodegradation: The products of degradation are as toxic as the original product.

Special Remarks on the Products of Biodegradation: Not available.

13. Disposal Considerations

Waste Disposal:

Waste must be disposed of in accordance with federal, state and local environmental control regulations.

14. Transport Information

DOT Classification : Not a DOT controlled material (United States).

Identification : : Not available. UNNA: 9148 PG: III

Special Provisions for Transport: Not applicable.

15. Other Regulatory Information

Federal and State Regulations:

New York release reporting list: Sodium phosphate tribasic Pennsylvania RTK: Sodium phosphate tribasic Minnesota: Sodium phosphate tribasic Massachusetts RTK: Sodium phosphate tribasic New Jersey: Sodium phosphate tribasic California Director's List of Hazardous Substances: Sodium phosphate tribasic TSCA 8(b) inventory: Sodium phosphate tribasic CERCLA: Hazardous substances.: Sodium phosphate tribasic: 5000 lbs. (2268 kg)

Other Regulations:

OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200). EINECS: This product is on the European Inventory of Existing Commercial Chemical Substances.

Other Classifications:

WHMIS (Canada): CLASS E: Corrosive solid.

DSCL (EEC):

R35- Causes severe burns. S1/2- Keep locked up and out of the reach of children. S26- In case of contact with eyes, rinse immediately with plenty of water and seek medical advice. S36/37- Wear suitable protective clothing and gloves. S39- Wear eye/face protection. S45- In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

HMIS (U.S.A.):

Health Hazard	: 2
Fire Hazard	: 0
Reactivity	: 0
Personal Protection	: C

National Fire Protection Association (U.S.A.):



Health : 2

Flammability : 0

Reactivity : 2

Specific hazard:

Protective Equipment:

Gloves (impervious), Synthetic apron, Wear appropriate respirator when ventilation is inadequate, Safety glasses.

16. Other Information

Disclaimer:

The information and recommendations contained herein are, to the best of **Pon Pure Chemicals Group** knowledge and belief, accurate and reliable as of the date issued. You can contact **Pon Pure Chemicals Group** to ensure that this document is the most current available from **Pon Pure Chemicals Group**. The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. If buyer repackages this product, it is the user's responsibility to insure proper health, safety and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, re-publication or retransmission of this document, in whole or in part, is not permitted.

CAS No: 7782-50-5
 RTECS No: FO2100000
 UN No: 1017
 EC No: 017-001-00-7

MATERIAL SAFETY DATA SHEET

Liquid Chlorine (Cl₂)
 Molecular mass: 70.9

TYPES OF HAZARD / EXPOSURE	ACUTE HAZARDS / SYMPTOMS	PREVENTION	FIRST AID / FIRE FIGHTING
FIRE	Not combustible but enhances combustion of other substances. Many reactions may cause fire or explosion.	NO contact with combustibles, acetylene, ethylene, hydrogen, ammonia and finely divided metals.	In case of fire in the surroundings: all extinguishing agents allowed.
EXPLOSION	Risk of fire and explosion on contact with combustible substances, ammonia and finely divided metals.		In case of fire: keep cylinder cool by spraying with water but NO direct contact with water.
EXPOSURE		AVOID ALL CONTACT!	IN ALL CASES CONSULT A DOCTOR!
Inhalation	Corrosive. Burning sensation. Shortness of breath. Cough. Headache. Nausea. Dizziness. Laboured breathing. Sore throat. Symptoms may be delayed (see Notes).	Breathing protection. Closed system and ventilation.	Fresh air, rest. Half-upright position. Artificial respiration if indicated. Refer for medical attention.
Skin	ON CONTACT WITH LIQUID: FROSTBITE. Corrosive. Skin burns. Pain.	Cold-insulating gloves. Protective clothing.	First rinse with plenty of water, then remove contaminated clothes and rinse again. Refer for medical attention.
Eyes	Corrosive. Pain. Blurred vision. Severe deep burns.	Safety goggles or eye protection in combination with breathing protection.	First rinse with plenty of water for several minutes (remove contact lenses if easily possible), then take to a doctor.

SPILLAGE DISPOSAL	PACKAGING & LABELLING	
Evacuate danger area! Consult an expert! Ventilation. NEVER direct water jet on liquid. Remove gas with fine water spray. (Extra personal protection: complete protective clothing including self-contained breathing apparatus). Do NOT let this chemical enter the environment.	I Symbol N Symbol R: 23-36/37/38-50 S: (1/2)-9-45-61 UN Hazard Class: 2.3 UN Subsidiary Risks: 8	Special insulated cylinder. Marine pollutant.

EMERGENCY RESPONSE	STORAGE
Transport Emergency Card: TEC (R)-2 NFPA Code: H 4; F 0; R 0; OX	Separated from strong bases, combustibles and reducing substances. Cool. Dry. Keep in a well-ventilated room.

IMPORTANT DATA	
<p>Physical State; Appearance GREENISH-YELLOW GAS, WITH PUNGENT ODOUR.</p> <p>Physical dangers The gas is heavier than air.</p> <p>Chemical dangers The solution in water is a strong acid, it reacts violently with bases and is corrosive. Reacts violently with many organic compounds, ammonia, hydrogen and finely divided metals causing fire and explosion hazard. Attacks many metals in presence of water. Attacks plastic, rubber and coatings.</p> <p>Occupational exposure limits TLV: 0.5 ppm; 1.5 mg/m³ (as TWA) TLV: 1 ppm; 2.9 mg/m³ (STEL) (ACGIH 1999).</p>	<p>Routes of exposure The substance can be absorbed into the body by inhalation.</p> <p>Inhalation risk A harmful concentration of this gas in the air will be reached very quickly on loss of containment.</p> <p>Effects of short-term exposure Tear drawing. The substance is corrosive to the eyes, the skin and the respiratory tract. Inhalation of gas may cause pneumonitis and lung oedema, resulting in reactive airways dysfunction syndrome (RADS) (see Notes). Rapid evaporation of the liquid may cause frostbite. Exposure far above the OEL may result in death. The effects may be delayed. Medical observation is indicated.</p> <p>Effects of long-term or repeated exposure</p>

	The substance may have effects on the lungs, resulting in chronic bronchitis. The substance may have effects on the teeth, resulting in erosion.
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PHYSICAL PROPERTIES	ENVIRONMENTAL DATA
Boiling point: -34°C Melting point: -101°C Relative density (water = 1): 1.4 at 20°C, 6.86 atm (liquid) Solubility in water, g/100 ml at 20°C: 0.7 Vapour pressure, kPa at 20°C: 673 Relative vapour density (air = 1): 2.5	The substance is very toxic to aquatic organisms.

NOTES
<p>The symptoms of lung oedema often do not become manifest until a few hours have passed and they are aggravated by physical effort. Rest and medical observation are therefore essential.</p> <p>Immediate administration of an appropriate spray, by a doctor or a person authorized by him/her, should be considered.</p> <p>The odour warning when the exposure limit value is exceeded is insufficient.</p> <p>Do NOT use in the vicinity of a fire or a hot surface, or during welding.</p> <p>Do NOT spray water on leaking cylinder (to prevent corrosion of cylinder).</p> <p>Turn leaking cylinder with the leak up to prevent escape of gas in liquid state.</p>

Aditya Birla Chemicals (India) Limited



Chemistry for every day Living



Sodium Hydroxide Flakes
CAS No 1310-73-2

MATERIAL SAFETY DATA SHEET
SDS/MSDS

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product identifiers

Product name : **Sodium Hydroxide Flakes**

CAS-No. : 1310-73-2

1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified uses : Laboratory chemicals, Industrial & for professional use only.

1.3 Details of the supplier of the safety data sheet

Company : Central Drug House (P) Ltd
7/28 Vardaan House
New Delhi-10002
INDIA

Telephone : +91 11 49404040
Email : care@cdhfinechemical.com

1.4 Emergency telephone number

Emergency Phone # : +91 11 49404040 (9:00am - 6:00 pm) [Office hours]

SECTION 2: Hazards identification

2.1 Classification of the substance or mixture

Classification according to Regulation (EC) No 1272/2008

Corrosive to metals (Category 1), H290

Skin corrosion (Category 1A), H314

For the full text of the H-Statements mentioned in this Section, see Section 16.

Classification according to EU Directives 67/548/EEC or 1999/45/EC

C Corrosive R35

For the full text of the R-phrases mentioned in this Section, see Section 16.

2.2 Label elements

Labelling according Regulation (EC) No 1272/2008

Pictogram



Signal word

Danger

Hazard statement(s)

H290

H314

May be corrosive to metals.

Causes severe skin burns and eye damage.

Precautionary statement(s) P280	Wear protective gloves/ protective clothing/ eye protection/ face protection.
P305 + P351 + P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/ physician.
P310	
Supplemental Hazard Statements	none

2.3 Other hazards - none

SECTION 3: Composition/information on ingredients

3.1 Substances

Molecular Weight	:	40,00 g/mol
CAS-No.	:	1310-73-2
EC-No.	:	215-185-5
Index-No.	:	011-002-00-6

Hazardous ingredients according to Regulation (EC) No 1272/2008

Component	Classification	Concentration
Sodium hydroxide		
CAS-No.	1310-73-2	Met. Corr. 1; Skin Corr. 1A;
EC-No.	215-185-5	H290, H314
Index-No.	011-002-00-6	
Registration number	01-2119457892-27-XXXX	

Hazardous ingredients according to Directive 1999/45/EC

Component	Classification	Concentration
Sodium hydroxide		
CAS-No.	1310-73-2	C, R35
EC-No.	215-185-5	
Index-No.	011-002-00-6	
Registration number	01-2119457892-27-XXXX	

For the full text of the H-Statements and R-Phrases mentioned in this Section, see Section 16

SECTION 4: First aid measures

4.1 Description of first aid measures

General advice

Consult a physician. Show this safety data sheet to the doctor in attendance.

If inhaled

If breathed in, move person into fresh air. If not breathing, give artificial respiration. Consult a physician.

In case of skin contact

Take off contaminated clothing and shoes immediately. Wash off with soap and plenty of water. Consult a physician.

In case of eye contact

Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

If swallowed

Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Rinse mouth with water. Consult a physician.

4.2 Most important symptoms and effects, both acute and delayed

The most important known symptoms and effects are described in the labelling (see section 2.2) and/or in section 11

- 4.3 Indication of any immediate medical attention and special treatment needed**
no data available

SECTION 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media

Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

5.2 Special hazards arising from the substance or mixture

Sodium oxides

5.3 Advice for firefighters

Wear self contained breathing apparatus for fire fighting if necessary.

5.4 Further information

no data available

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

Wear respiratory protection. Avoid dust formation. Avoid breathing vapours, mist or gas. Ensure adequate ventilation. Evacuate personnel to safe areas. Avoid breathing dust.

For personal protection see section 8.

6.2 Environmental precautions

Prevent further leakage or spillage if safe to do so. Do not let product enter drains. Discharge into the environment must be avoided.

6.3 Methods and materials for containment and cleaning up

Pick up and arrange disposal without creating dust. Sweep up and shovel. Keep in suitable, closed containers for disposal.

6.4 Reference to other sections

For disposal see section 13.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

Avoid formation of dust and aerosols.

Provide appropriate exhaust ventilation at places where dust is formed.

For precautions see section 2.2.

7.2 Conditions for safe storage, including any incompatibilities

Store in cool place. Keep container tightly closed in a dry and well-ventilated place.

7.3 Specific end use(s)

Apart from the uses mentioned in section 1.2 no other specific uses are stipulated

SECTION 8: Exposure controls/personal protection

8.1 Control parameters

Components with workplace control parameters

8.2 Exposure controls

Appropriate engineering controls

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday.

Personal protective equipment

Eye/face protection

Face shield and safety glasses Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU).

Skin protection

Handle with gloves. Gloves must be inspected prior to use. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.

Body Protection

Complete suit protecting against chemicals, The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

Respiratory protection

Where risk assessment shows air-purifying respirators are appropriate use a full-face particle respirator type N100 (US) or type P3 (EN 143) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Control of environmental exposure

Prevent further leakage or spillage if safe to do so. Do not let product enter drains. Discharge into the environment must be avoided.

SECTION 9: Physical and chemical properties**9.1 Information on basic physical and chemical properties**

a) Appearance	Form: pellets Colour: white
b) Odour	odourless
c) Odour Threshold	no data available
d) pH	14 at 50 g/l at 20 °C
e) Melting point/freezing point	318 °C
f) Initial boiling point and boiling range	1.390 °C
g) Flash point	not applicable
h) Evaporation rate	no data available
i) Flammability (solid, gas)	no data available
j) Upper/lower flammability or explosive limits	no data available
k) Vapour pressure	< 24,00 hPa at 20 °C 4,00 hPa at 37 °C
l) Vapour density	1,38 - (Air = 1.0)
m) Relative density	2,1300 g/cm ³
n) Water solubility	ca.1.260 g/l at 20 °C
o) Partition coefficient: n-octanol/water	no data available
p) Auto-ignition temperature	no data available
q) Decomposition temperature	no data available
r) Viscosity	no data available

- s) Explosive properties no data available
 t) Oxidizing properties no data available

9.2 Other safety information

- Bulk density ca.1.150 kg/m³
 Relative vapour density 1,38 - (Air = 1.0)

SECTION 10: Stability and reactivity

10.1 Reactivity

no data available

10.2 Chemical stability

Stable under recommended storage conditions.

10.3 Possibility of hazardous reactions

no data available

10.4 Conditions to avoid

no data available

10.5 Incompatible materials

Strong oxidizing agents, Strong acids, Organic materials

10.6 Hazardous decomposition products

In the event of fire: see section 5

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Acute toxicity

no data available

Skin corrosion/irritation

Skin - rabbit

Result: Causes severe burns. - 24 h

Serious eye damage/eye irritation

Eyes - rabbit

Result: Corrosive - 24 h

Respiratory or skin sensitisation

Will not occur

Germ cell mutagenicity

no data available

Carcinogenicity

IARC: No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

Reproductive toxicity

no data available

Specific target organ toxicity - single exposure

no data available

Specific target organ toxicity - repeated exposure

no data available

Aspiration hazard

no data available

Additional Information

RTECS: Not available

Material is extremely destructive to tissue of the mucous membranes and upper respiratory tract, eyes, and skin.

no data available

15.2 Chemical Safety Assessment

For this product a chemical safety assessment was not carried out

SECTION 16: Other information

Full text of H-Statements referred to under sections 2 and 3.

H290	May be corrosive to metals.
H314	Causes severe skin burns and eye damage.
Met. Corr.	Corrosive to metals
Skin Corr.	Skin corrosion

Full text of R-phrases referred to under sections 2 and 3

C	Corrosive
R35	Causes severe burns.

Further information

The above information is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. The information in this document is based on the present state of our knowledge and is applicable to the product with regard to appropriate safety precautions. It does not represent any guarantee of the properties of the product. Central Drug House (P) Ltd and its Affiliates shall not be held liable for any damage resulting from handling or from contact with the above product. See www.cdhfinechemical.com for additional terms and conditions of sale.



ADITYA BIRLA CHEMICALS (INDIA) LIMITED

(RENUKOOT CHEMICAL WORKS DIVISION)
P.O. RENUKOOT - 231217, SONEBHADRA, (U.P)

MATERIAL SAFETY DATA SHEET

Stable Bleaching Powder Calcium Hypochlorite

1. IDENTIFICATION

Trade Marks and Synonyms	Stable Bleaching Powder, Calcium Oxychloride, Calcium hypochlorite
Chemical Names and Synonyms	Calcium Hypochlorite
Physical Form	White Powder having characteristic chlorine odour
Molecular Formula	Ca (OCl) ₂
Manufacturer Name & Address	Aditya Birla Chemicals (India) Ltd, Dist. Sonebhadra, Renukoot (UP) 231217, INDIA
Responsible Person	Telephone: 91-5446-252088 e-mail: abcil.renukoot@adityabirla.com Safety Officer; Aditya Birla Chemicals (India) Ltd, Renukoot Dist Sonebhadra (UP) 231217, INDIA

2. INFORMATION OF MAJOR INGREDIENTS

Chemical Name	Calcium Hypo chlorite
CAS No	7778-54-3
Formula	Ca (OCl) ₂



3. HAZARD IDENTIFICATION

Main Risk	Contact with combustible material may cause fire
Contact with skin	Causes irritation, on contact for small duration
Contact with eyes	Causes irritation
Safety Phrases	Keep out of reach of children. In case of contact with skin, wash immediately with plenty of water.

4. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odour	Powder, White solid with odour of chlorine
pH	11.5 (5% solution)
Chlorine Content	Min. 35% m/m
Bulk Density	0.8 – 1.2 gm/cc at 20 °C
Boiling Point	Not applicable
Melting Point	Decomposes at temperature above 100 °C
Flash Point	Not applicable
Auto Ignition	Not applicable
Flammable Limit	Not Applicable
Vapour Pressure (mm Hg)	Not Applicable
Solubility in Water	23.4 gm/100 ml water at 40 °C
Solubility in Organic Solvents	Not Known
Oxidizing /Explosive Properties	Strong Oxidizer , so it has serious fire and explosion risks

5. STABILITY AND REACTIVITY

Stability	Normally unstable (losses available chlorine by 2% on heating above 100 °C)
Conditions to avoid	Excessive heat and moisture.
Material to avoid	Acids, organic compounds, metal oxides, ammonia, urea & amines etc.
Reactivity	
Air	Releases chlorine gas.
Water	A risk of explosion or toxic gas formation
Acids	Highly reactive with a risk of explosion & toxic gas formation
Alkalis	Reactive.



Hazardous Decomposition Products

Nascent Oxygen, Chlorine, Calcium chlorate

6. TOXICITY DATA

Routes of Entry

In contact with skin

Solution can cause chemical burns

In contact with eyes

Dust can cause eye irritation

Inhalation

Dust may irritate nose, throat & upper respiratory tract

Ingestion

May cause burns to the mouth & digestive tract

Toxicity Data

LD₅₀ (Rats, Oral) 805 mg/kg

LD₅₀ (Rabbit, Dermal) >2000 mg/kg

Chronic Toxicity

Not Available

Carcinogenic Toxicity

No data available

Mutagenic Toxicity

Studies for mutagenicity were negative.

Reproductive Toxicity

No information is available.

Ventilation Requirements

Adequate ventilation required

Respiratory Protection

Anti dust mask & respirator with acid cartridge for chlorine

Eye Protection

Goggles or full-face mask.

7. FIRST AID MEASURES

Skin Contact

Remove contaminated clothing and wash affected area with sufficient quantity of water for 15-20 minutes & obtain medical advice immediately

Eye Contact

Immediately flush eyes thoroughly for at least 15 minutes with running water. Hold eyelids open during flushing. If irritation persists, repeat flushing. Seek medical attention.

Inhalation

Move the victim to fresh air, obtain medical attention. In case of respiratory failure provide artificial respiration

Ingestion

Have victim rinse mouth thoroughly with water & drink plenty of water to dilute the material in stomach. If spontaneous vomiting occurs, make victim lean forward with head down to avoid breathing in of vomitus, rinse mouth and administer more water. Obtain medical attention immediately.

Further Medical Advice

Seek medical attention



8. FIRE AND EXPLOSION HAZARD DATA

Fire Extinguishing Media	Water
	Heating will emit fumes. Water spray, foam, carbon dioxide or dry powder may be used. Keep containers cool with copious amounts of water.
Would any material saturated with this product be subject to spontaneous combustion?	Yes
Fire Fighting Protective Equipment	Wear full protective clothing, goggles & mask suitable for chlorine gas.
Unusual Fire and Explosive Hazards	During a fire in which this material is involved, emits toxic fumes of HCl.

9. PERSONAL PROTECTION

General Precautions	Eye and skin protection should be used when Handling SBP
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10. HANDLING AND STORAGE

Handling	Store in a well ventilated area. Keep containers closed. Keep away from heat, sparks and flames. Use only with adequate ventilation. Avoid generating dust & breathing vapour. Avoid contact with eyes, skin or clothing..
Storage	Store in tightly closed containers in a cool, dry & well-ventilated place. Keep away from sunlight and combustible materials. Always keep the bag on wooden pallets.

11 SPILLAGE/ACCIDENTAL RELEASE

Spillage	Do not touch spilled material. Prevent it entering sewers. Dry manual lifting of the spilled material is suggested.
Personal Precautions	Avoid generation of dust. Avoid Eyes & Skin Contact. Avoid Inhalation. Avoid Ingestion. Wear appropriate personal protective equipments.
Environmental Precautions	Prevent contamination of soil and water. Prevent from spreading or entering into sewers or confined spaces.



15. TRANSPORT INFORMATION

UN No. & Symbols	2208, "Oxidizing Substance"
EC No:	231-908-7
Road /Rail Transport	Not Known
Air Transport	Not Known

16. OTHER INFORMATION

Disclaimer:

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process unless specified in the text.

The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release, and neither it is to be considered a warranty or quality specification, nor as a binding statement on contractually agreed product qualities. Aditya Birla Chemicals (India) Ltd does not take any guarantee or legal liability expressed or implied under any circumstances in respect of the adequacy of this document for any particular purpose.



MATERIAL SAFETY DATA SHEET - MSDS
Sulfuric Acid
(Concentrated)

Martin Product Sales, LLC
P.O. Box 191
Kilgore, Texas 75663
1-800-256-6644

Emergency Assistance
Chemtrec: (800)424-9300

Section 1: Product Identification

Synonyms: Sulphuric Acid, Hydrogen Sulphate, Oil of Vitriol, Battery Acid
Chemical Name: Sulfuric Acid
Chemical Family: Inorganic Acid
Chemical Formula: H₂SO₄
CAS Reg. No.: 7664-93-9

Martin can not guarantee the technical analysis and exact chemical composition as it may vary depending on the chemical components of the raw material and are not reflected in this document. Consult analysis sheets for exact chemical composition.

Section 2: Hazard Identification

PHYSICAL STATE AND APPEARANCE: Odorless, clear to amber, heavy, oily liquid. A pungent odor may exist if certain impurities are present in the acid.

EMERGENCY OVERVIEW: Danger! Extremely corrosive. Causes severe burns and / or eye damage. Mist: Causes respiratory irritation. Harmful if inhaled. Harmful or fatal if swallowed. Reacts violently with water. Concentrated Sulfuric Acid will react with many organic materials and may cause fire due to the heat of the reaction. Not flammable, but reacts with most metals to form explosive/flammable hydrogen gas.

This product contains ingredients that are considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200, and is listed in the Toxic Substances Control Act (TSCA).

Routes of entry: Skin contact. Eye contact. Ingestion. Inhalation.

Potential acute health effects

EYE CONTACT: Immediate pain, severe burns and corneal damage, which may result in permanent blindness.

SKIN CONTACT: Causes burns, and brownish or yellow stains. Concentrated solutions may cause second or third degree burns with severe necrosis. Prolonged and repeated exposure to dilute solutions may cause irritation, redness, pain and drying and cracking of the skin.

INHALATION: Causes respiratory irritation and at high concentrations may cause severe injury, burns, or death. Effects of exposure may be delayed.

INGESTION: Causes severe irritation or burns of the mouth, throat, and esophagus.

EXISTING MEDICAL CONDITIONS POSSIBLY AGGRAVATED BY EXPOSURE: Skin irritation may be aggravated in individuals with existing skin lesions. Breathing of vapors or sprays (mists) may aggravate acute or chronic asthma and chronic pulmonary disease such as emphysema and bronchitis.

See Section 11 for Toxicological Data

Section 3: Composition / Information on Ingredients

Name	CAS #	% by weight
Sulfuric Acid	7664-93-9	70 – 100%
Water	7732-18-5	0-30%

Section 4: First Aid Measures

Corrosive effects on the skin and eyes may be delayed, and damage may occur without the sensation or onset of pain.

SPEED IS ESSENTIAL. OBTAIN IMMEDIATE MEDICAL ATTENTION.

Have emergency eyewash station / safety shower available in work area.

SKIN CONTACT: Immediately flush skin with running water for a **minimum** of 20 minutes. Start flushing while removing contaminated clothing. If irritation persists, repeat flushing. Obtain medical attention immediately. Do not transport victim unless the recommended flushing period is completed or flushing can be continued during transport.

Discard heavily contaminated clothing and shoes in a manner that limits further exposure.

EYE CONTACT: Immediately flush eyes with running water for a **minimum** of 20 minutes. Hold eyelids open during flushing. If irritation persists, repeat flushing. Obtain medical attention IMMEDIATELY. Do not transport victim until the recommended flushing period is completed unless flushing can be continued during transport.

INHALATION: Move victim to fresh air. Give artificial respiration ONLY if breathing has stopped. Do not use mouth-to-mouth method if victim ingested or inhaled the substance: induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Give Cardiopulmonary Resuscitation (CPR) if there is no pulse AND no breathing. Obtain medical attention IMMEDIATELY.

INGESTION: DO NOT INDUCE VOMITING. If victim is alert and not convulsing, rinse mouth and give ½ to 1 glass of water to dilute material. If spontaneous vomiting occurs, have victim lean forward with head down to avoid breathing in of vomitus, rinse mouth and administer more water. IMMEDIATELY contact local poison control center. Vomiting may need to be induced but should be directed by a physician or a poison control centre. IMMEDIATELY transport victim to an emergency facility.

While the patient is being transported to a medical facility apply compresses of iced water. If medical treatment must be delayed, immerse the affected area in iced water or apply compresses of iced water to affected areas. Do not freeze tissue.

Continued washing of the affected area with cold or iced water will be helpful in removing the last traces of sulfuric acid. Creams or ointments should not be applied before or during the washing phase of treatment.

NOTE TO PHYSICIANS: This product contains materials that may cause severe pneumonitis if aspirated. If ingestion has occurred less than 2 hours earlier, carry out careful gastric lavage; use endotracheal cuff if available, to prevent aspiration. Observe patient for respiratory difficulty from aspiration pneumonitis. Give artificial resuscitation and appropriate chemotherapy if respiration is depressed. Following exposure the patient should be kept under medical review for at least 48 hours as delayed pneumonitis may occur. **DO NOT** attempt to neutralize the acid with weak bases since the reaction will produce heat that may extend the corrosive injury

Section 5: Fire Fighting Measures

Flammability of the product:	Non-flammable
Flash points:	Not applicable
Auto-ignition temperature:	Not applicable
Flammable limits:	Not applicable
Products of thermal decomposition:	Oxides of Sulfur

EXPLOSION HAZARDS:

Not flammable but highly reactive. Reacts violently with water with evolution of heat can react with organic materials explosively (See Section 10). Reacts with many metals to liberate hydrogen gas which can form explosive mixtures with air. Hydrogen can accumulate to explosive concentrations. May ignite other combustible materials.

HAZARDOUS REACTIVITY

Instability: Stable, but reacts violently with water and organic materials with evolution of heat.

Decomposition: Releases sulfur dioxide at extremely high temperatures.

Polymerization: Polymerization will not occur.

Materials to Avoid: Vigorous reactions with water; alkaline solutions; metals, metal powder; carbides; chlorates; fuminates; nitrates; picrates; strong oxidizing, reducing, or combustible organic materials. Hazardous gases are evolved on contact with chemicals such as cyanides, sulfides, and carbides.

FIRE-FIGHTING MEDIA AND INSTRUCTIONS:

Wear a NIOSH/MSHA approved self-contained breathing apparatus if vapors or mists are present and full protective clothing. For fighting fires in close proximity to spill or vapors, use acid-resistant personal protective equipment. Evacuate personnel to a safe area. Prevent unauthorized entry to fire area. Dike area to contain runoff and prevent contamination of water sources. Neutralize runoff with lime, soda ash or other suitable neutralizing agents (see Deactivating Chemicals, Section 6). Cool containers that are exposed to flame with streams of water until fire is out.

Section 6: Accidental Release Measures

Small Spill:

Cover with DRY earth, sand or other non-combustible material or absorb with an inert dry material and place in a loosely covered plastic or other appropriate waste disposal container. If necessary: Neutralize the residue with a dilute solution of sodium carbonate, lime, or other suitable neutralizing agent.

Large Spill:

Stop leak if possible without risk. Dike with DRY earth, sand or other non-combustible inert material. Prevent entry into sewers or waterways. Consider neutralizing the residue with sodium carbonate, lime, or other suitable neutralizing agent. Ensure adequate decontamination of tools and equipment following clean up. Comply with Federal, Provincial/State and local regulations on reporting releases. Dispose of waste material at an approved waste treatment/disposal facility, in accordance with applicable regulations. Do not dispose of waste with normal garbage or to sewer systems.

Section 7: Handling and Storage

Good general ventilation should be provided to keep vapor and mist concentrations below the exposure limits. Have available and wear as appropriate: Chemical splash goggles; full-length faceshield/chemical splash goggle combination; acid-proof gauntlet gloves, apron, and boots; acid proof suit and hood; and appropriate NIOSH/MSHA respiratory protection. In case of emergency or where there is a strong possibility of considerable exposure, wear a complete acid suit with hood, boots and gloves. If acid vapor or mist are present and exposure limits may be exceeded, wear appropriate NOISH/MSHA respiratory protection.

HANDLING: Wear appropriate Personal Protection Equipment. Do not breathe sprays or mists. Do not ingest. Do not get in eyes, on skin or on clothing. Keep ignition sources away from sulfuric acid storage, handling and transportation equipment. Locate safety shower and eyewash station close to chemical handling area. Use **EXTREME** care when diluting with water. **Always add acid to water never the reverse.** **CAUTION:** Hydrogen, a highly flammable gas, can accumulate to explosive concentrations inside drums, or any types of steel containers or tanks upon storage. Carbon steel storage tanks must be vented. People working with this chemical should be properly trained regarding its hazards and its safe use.

STORAGE: If stored in non-reactive container, keep container tightly closed. Metal and, specifically carbon steel, storage tanks must be vented due to hydrogen release as noted above.

Section 8: Exposure Control / Personal Protection

Engineering controls

Use process enclosures, local exhaust ventilation or other engineering controls to keep airborne levels below recommended exposure limits. The most effective measures are the total enclosure of processes and the mechanization of handling procedures to prevent all personal contact with sulfuric acid. Safety showers and eyewash stations should be installed in storage and handling areas.

Personal protection

Eyes: Chemical goggles and face shield.

Skin: Where there is a danger of spilling or splashing, acid resistant aprons or suits should be worn. Trouser legs should be worn outside (not tucked in) rubber boots.

Hands: Chemical-resistant, impervious gloves (i.e. neoprene) should be worn when handling sulfuric acid.

Respiratory: Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. A NIOSH/MSHA approved air-purifying respirator equipped with acid gas/fume, dust, mist cartridges for concentrations up to 10 mg/m³. An air-supplied respirator if concentrations are higher or unknown.

NOTE: Personal protection information shown in Section 8 is based upon general information as to normal uses and conditions. Where special or unusual uses or conditions exist, it is suggested that the expert assistance of an industrial hygienist or other qualified professional be sought.

Component	Exposure limits
Sulfuric Acid:	ACGIH TLV 1 mg/m ³ (TWA) 8 hours
	ACGIH STEL 3 mg/m ³ 15 minutes
	OSHA PEL 1 mg/m ³ (TWA) 8 hours
	NIOSH REL 1 mg/m ³ (TWA) 10 hours

Section 9: Physical and Chemical Properties

Appearance and Odor: Odorless, clear to amber, heavy, oily liquid. A pungent odor may exist if certain impurities are present in the acid.

Physical State: Liquid

Molecular Weight: 98.08

Odor Threshold: Not applicable

Boiling Point: 78%: 193°C (380°F) 93%: 276°C (529°F) 98%: 330°C (626°F)

Melting/Freezing Point: 78%: -11.2°C (+11.6°F) 93%: -29.5°C (-21.1°F) 98%: -1.1°C (30°F)

Vapor Pressure at 40°C (102°F): 78%: 1.2 mmHg 93%: 0.0016 mmHg 98%: 0.002 mmHg

Specific Gravity at 15°C (60°F): 78%: 1.7059 93%: 1.8354 98%: 1.8437

Vapor Density: (Air=1): 3.4

Evaporation Rate: Not applicable

Solubility: Easily soluble in cold water (with liberation of much heat.)

Soluble in ethyl alcohol.

pH: 0.3 (1N solution at 25°C/78°F)

Section 10: Stability and Reactivity

Stability: Stable

Conditions to Avoid: Keep away from heat and sources of ignition. Avoid temperatures, which may have a negative effect on the materials of construction used in equipment.

Materials to Avoid: Contact with organic materials (such as alcohol, acrylonitrile, chlorates, carbides, epichlorohydrin, fulminates, isoprene, nitrates and picrates) may cause fire and explosions. Contact with metals may produce flammable hydrogen gas. When diluting, add acid to water. Do NOT add water to the acid.

Hazardous Decomposition or Combustion Products: Toxic gases and vapors (e.g. sulfur dioxide, sulfuric acid vapors/mists and sulfur trioxide) may be released when sulfuric acid decomposes.

Hazardous Polymerization: Will Not Occur.

Corrosivity: Extremely corrosive in presence of aluminum, copper, and stainless steel. Highly corrosive in presence of stainless steel (304). Non-corrosive in presence of glass.

Section 11: Toxicological Information

Toxicity Data

LD_{50} (oral, rat) = 2140 mg/kg LC_{50} (inhalation, rat) = 510 mg/m³ for 2 hrs

Carcinogenicity Data: The IARC has concluded that occupational exposure to strong inorganic acid mists containing sulfuric acid is carcinogenic to man, causing cancer of the larynx (the voice box). Although no direct link has been established between exposure to sulfuric acid and cancer in man, exposure to any mist or aerosol during the use of this product should be avoided.

Reproductive Effects: Slightly embryotoxic in rabbits (a minor, rare skeletal variation). The animals were exposed to 5 and 20 mg/m³ for 7 hrs/day throughout pregnancy. Slight maternal toxicity was present at the highest dose in both species.

Mutagenicity Data: Cytogenic analysis (hamster) ovaries 4 mmol/L

Teratogenicity Data: Not teratogenic in mice and rabbits.

Synergistic Materials: None known

Special Remarks on other Toxic Effects on Humans:

Skin: Causes severe skin irritation and burns. Continued contact can cause tissue necrosis.

Eye: Causes severe eye irritation and burns. May cause irreversible eye injury.

Ingestion: Harmful if swallowed. May cause permanent damage to the digestive tract. Causes gastrointestinal tract burns. May cause perforation of the stomach, GI bleeding, edema of the glottis, necrosis and scarring, and sudden circulatory collapse (similar to acute inhalation). It may also cause systemic toxicity with acidosis.

Inhalation: May cause severe irritation of the respiratory tract and mucous membranes with sore throat, coughing, shortness of breath, and delayed lung edema. Causes chemical burns to the respiratory tract. Inhalation may be fatal as a result of spasm, inflammation, edema of the larynx and bronchi, chemical pneumonitis, and pulmonary edema. May also affect teeth (changes in teeth and supporting structures - erosion, discoloration).

Chronic Potential Health Effects:

Inhalation: Prolonged or repeated inhalation may affect behavior (muscle contraction or spasticity), urinary system (kidney damage), and cardiovascular system, heart (ischemic heart lesions), and respiratory system/lungs (pulmonary edema, lung damage), teeth (dental discoloration, erosion).

Skin: Prolonged or repeated skin contact may cause dermatitis, an allergic skin reaction.

Section 12: Ecological Information

Ecotoxic Effects: Harmful to aquatic life in very low concentrations. May be dangerous if it enters water intake; Fish toxicity; 2.8 µg/L 96 hrs LC50 Rainbow trout.

Products of Degradation: Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise. These products are sulphur oxides (SO₂, SO₃)

Toxicity of the Products of Degradation: The products of degradation are more toxic than the original product.

Section 13: Disposal Considerations

Waste disposal: The generation of waste should be avoided or minimized wherever possible. Cleaned up material may be a hazardous waste as defined by Resource Conservation and Recovery Act (RCRA) on disposal due to the corrosivity characteristic. Disposal of this product and any by-products must comply with all local, state, and federal requirements. Consult your local and/or regional authorities.

Section 14: Transport Information

Shipping Description:	Sulfuric Acid
Shipping Description:	UN 1830, Sulfuric Acid, 8, PG II
Packaging References:	49CFR, Sections 172.504, 173.213, 173.247, 172.325 / SP 30

Section 15: Regulatory Information

U.S. Federal regulations:

TSCA 8(b) inventory: Sulfuric acid
SARA 302/304/311/312 extremely hazardous substances: Sulfuric acid
SARA 313 toxic chemical notification and release reporting: Sulfuric acid
CERCLA: Hazardous Substances: Sulfuric acid: 1000 lbs. (453.6 kg)

Reportable Quantity (RQ) under U.S. EPA CERCLA: RQ=1000 lb / 454 kg
TSCA Inventory Status: Reported/Included

Other Regulations/Legislation which apply to this product: New Jersey Special Health Hazard Substance List and Environmental Hazardous Substance; Minnesota, Florida, Rhode Island Hazardous Substance ; California Director's List of Hazardous Substances; Massachusetts Extraordinarily Hazardous Substance List

Section 16: Other Information

Hazardous Material Information System (HMIS) National Fire Protection Association (NFPA)

Health		3
Fire hazard		0
Physical Hazard		2
Personal protection		C



References: 29 CFR Part 1910.1200 OSHA MSDS Requirements.
 49 CFR 172.101 Table of Hazardous Materials
 ANSI Z400.1, MSDS Standard, 2004.
 Hawley's Condensed Chemical Dictionary, 14th Edition
 The Merck Index, 12th Edition
 Supplier Material Safety Data Sheets

LEGAL DISCLAIMER

While the information contained in the MSDS is believed to be reliable, no guarantee is made as to its accuracy or completeness. The conditions of use, handling, storage, and disposal, and the suitability of the product for particular uses are beyond our control. Consequently, all risks involving the use of the product are assumed by the user. We expressly disclaim all warranties of every kind and nature, express or implied, including the warranties of merchantability and fitness for a particular purpose.



WITHOUT PREJUDICE

To,
District Ganga Committee,
District-Bokaro, Jharkhand.

4th March 2024

Sub: Reply to your letter no. 290 dated 27th February 2024

Respected Sir/Ma'am,

We are in receipt of the minutes of the meeting held on 24th February, 2024 between the authorities to ensure compliance with NGT's order dated 20th February, 2024 in Original Application No. 200/2014. In furtherance of the meeting, we have been directed to submit response against the points mentioned for ESL Steel Limited (Vedanta) at Bokaro District. We are hereby submitting the response against all the points applicable to ESL Steel Limited in **Annexure 1**.

We ensure you that we are law-abiding company and believes in 100% compliances with the applicable laws.

Authorised Signatory

Venkatesan Rajamanickam,
Chief HSE & Sustainability Officer.
ESL Steel Limited.

Annexure 1

River	District	Issues	Concerned Department	Reply by ESL Steel Ltd.
Damodar (Origin- Palamau, Bihar)	Ramgarh Dhanbad Bokaro	<ul style="list-style-type: none"> Industrial town- pollution from industrial effluents and hazardous waste. Some ETPs non-performance and bypass into drain. 	<ul style="list-style-type: none"> Bokaro Steel Plant Nagar Nigam, Chas/Phusro BIADA Bokaro Steel Plant Nagar Nigam, Chas/Phusro BIADA District Mining Mining Office, Bokaro. CCL & BCCL. 	Not Applicable
		<ul style="list-style-type: none"> Mine water discharge 	<ul style="list-style-type: none"> Bokaro Steel Plant CTPS BTPS TTPS Vedanta 	Not Applicable
		<ul style="list-style-type: none"> Fly ash from TPP (eg. Bokaro) 	<ul style="list-style-type: none"> BCCL & CCL Bokaro Steel Plant Vedanta 	<p>Fly ash generated on daily basis is being sold to the cement industry & nearby brick manufacturing units.</p> <p>Copies of the Memorandum of Understanding with cement industry & brick manufacturer is attached as Annexure 2 (colly) for your kind reference.</p> <p>Hence, there is no pollution from fly ash of Captive Power Plant, ESL Steel Ltd.</p> <p>Not Applicable</p>
		<ul style="list-style-type: none"> Coal Washeries – consumption of water and discharge of liquid effluents. Coke Oven Plant- Produce tar oil, cyanide, ammonia and phenol 	<ul style="list-style-type: none"> Bokaro Steel Plant Vedanta 	<p>Tar oil, cyanide, ammonia and phenol is produced in Byproduct recovery type Coke oven.</p> <p>ESL steel Ltd. has installed non-byproduct recovery type coke oven. Heat generated in coke oven is utilized in</p>



		<ul style="list-style-type: none"> The Bokaro Steel and IISCO drain their effluents directly into the river Damodar Sindri (fertilizer and other chemical units) Sewage discharge (mixed drain/kucha drain contamination) 	<ul style="list-style-type: none"> Bokaro Steel Plant Related to Dhanbad District Bokaro Steel Plant Nagar Nigam, Chas/Phusro BIADA 	<p>power generation from Waste Heat Recovery Boilers (WHRB). Hence there is no pollution from Coke Oven.</p> <p>Not Applicable</p> <p>Not Applicable</p>
		<ul style="list-style-type: none"> Municipal waste/ Biomedical waste/ legacy waste disposal detailed status required as the tree are major industrial town with dense population. health infrastructure and industries) 	<ul style="list-style-type: none"> Bokaro steel plant Nagar Nigam, Chas/Phusro Civil Surgeon, Bokaro 	<p>ESL Steel Ltd. has installed sewage treatment plant of total capacity of 425 KLD & is in operational condition. Treated water from the STPs is used in water sprinkling and watering of green belt developed. Photographs of same is attached as Annexure 3 for your kind reference.</p> <p>Hence there is no pollution from sewage discharge.</p> <p>Not Applicable</p>

KEY POLLUTION ISSUES :

SI No.	Issues	Concerned Departments who have to submit report	Reply
1	Illegal sand, clay and stone mining in the Ganga River and Damodar River Basins	DMO, Bokaro	Not Applicable

2	Industrial pollution in Dhanbad, Bokaro, Sindi and Ramgarh	GMDIC, Factory Inspector	Not Applicable
3	Sewage discharge from Sahibganj, Rajamahal, Dhanbad, Bokaro and other cities/ town in the catchment are polluting the River Ganga and Damodar	Nagar Nigam, Chas/Phusro	Not Applicable
4	Floodplain encroachment	Additional Collector, Bokaro	Not Applicable
5	River island encroachment (eg. Sahibganj)	Additional Collector, Bokaro	Not Applicable
6	ETPs under or non-performance. Not all units have installed ETPs and STPs.	Nagar Nigam, Chas/Phusro	Not Applicable ESL Steel Ltd. has effluent treatment plant (ETP) with a capacity of 650 m ³ /hr. The effluent generated is collected and sent back to the ETP and recycled effluent is used as make up water in cooling towers and other units such as sinter plant, coke oven etc. Photographs of same is attached as Annexure 4 for your kind reference. Hence there is no pollution from ETP installed at ESL steel ltd.
7	Mine water discharge- Ministry of Environment and Forest (MoEF), Government of India based on comprehensive environmental pollution index (CEPI) declared (January 2010) Dhanbad as a critically polluted area and identified four block of Dhanbad district viz. Dhanbad Sadar, Jharia, Govindpur and Nirsa as critically polluted. The predominant source of pollutants in Dhanbad are mines, industries, Bio-medical waste as well as sewage and sullage of municipal areas and the townships of the aforesaid mines and industries.	DMIO CCL & BCCL	Not Applicable
8	Disposal of Fly ash from TPP (Eg. Bokaro)	BSL BTPS TTPS CTPS Vedanta Factory Inspector	Fly ash generated on daily basis is being sold to the cement industry (ACC cement & Dalmia Bharat Cement). Copies of the Memorandum of Understanding with Cement Industry is also attached as Annexure 2 (colly) for your kind reference.



9	The Over burden (OB) of Mines, the reject of coal washeries and ash of Thermal Power Plants are kept either on the riverbed or near the river, which sooner or later go to the river. Further the 11 sewage of towns, township and suburbs finds way to downstream through septic tanks and soak pits.	BSL BTPS TTPS CTPS Vedanta Factory Inspector DMO	Hence, there is no pollution from fly ash of Captive Power Plant, ESL Steel Ltd. There is no Over Burden (OB) of Mines, rejection of coal washeries at ESL steel ltd. ESL Steel Ltd. has Captive Power Plant (CPP) to fulfill its own power needs. ESL steel Ltd. stores generated fly ash in Silos (800 m ³ capacity); from silo itself is loaded into the bulkers and dispatched to the Cement Industry and nearby Brick Manufactures. The ash from CPP is not kept anywhere else. Hence there is no pollution from fly ash generated from Captive power plant ESL steel Ltd.
10	Coal washeries- consumption of fresh water and discharge of liquid effluents.	CCL & BCCL	Not Applicable
11	Coke oven plants- produce tar oil, cyanide, ammonia and phenol.	BSL Vedanta	Tar oil, cyanide, ammonia and phenol is produced in Byproduct recovery type Coke oven. ESL steel Ltd. has installed non-byproduct recovery type coke oven. Heat generated in coke oven is utilized in power generation from Waste Heat Recovery Boilers (W/HRB). Hence there is no pollution from Coke Oven.
12	The Bokaro steel and HISCO drain and other industries polluting river Damodar.	BSL	Not Applicable
13	Municipal waste/ Bio-medical waste/ Hazardous waste disposal and	Nagar Nigam, Chas	Not Applicable



	related pollution		
14	Ground is critical @ Ramgarh and Dhanbad (over exploited)	Nagar Parishad, Phushro Civil Surgeon, Bokaro	
15	Disease- As per the CAG Audit Report on General, Social and Economic (Non- PSUs) sectors, 31 March 2014 – NPCDCS was launched (2010-11) by Ministry of Health and Family Welfare (MH&FW), Govt. in 100 district of 21 states which included three district (Bokaro, Dhanbad and Ranchi) of Jharkhand for reducing the burden of non-communicable diseases (NCDs) such as cancer, diabetes, cardiovascular diseases and stroke.	Executive Engineer, Miner Irrigation, Bokaro Civil Surgeon, Bokaro.	Not Applicable Not Applicable



Dt on: 30.08.2023

ANNEXURE - I**STANDARD TERMS & CONDITIONS**

Material	POWER PLANT FLY ASH
Sold to Party	DALMIA CEMENT (BHARAT) LIMITED
Quantity (MT)	42,000 Mt
Basic Rate (Rs.)	
10% EMD Amount & Due Date	dated 04.09.2023
Payment & Delivery Due Date	Validity 31.03.2024
**Forfeit: CMD/EMD Deposit will stand forfeited in the event of the purchaser not removing the lots within the specified time.	
Driver/visitor to bring the RT-PCR/COVID Anti-gen test reports for gate pass or to enter company premises with PPEs/Safety Gadgets.	

Delivery : Ex ESL Plant Basis

Transit Insurance : To be arranged by Customer

Taxes & Duties : GST & TCS shall be extra as applicable at the time of invoicing - (TCS Exempted against Form 27C)

Payment Terms : The material value along with taxes shall be paid in advance

Determination of Quality : As is where is basis without any complaints.

Determination of Weight : Weighment at seller's weighbridge (ESL) will be final

Transportation : Customer shall be responsible for the appointment of transporter for lifting of Fly Ash from ESL by road in consultation with ESL. The road freight payable to the transporters shall be borne by CUSTOMER, they shall deploy the transporters as agreed by ESL. The transporter must follow General Terms & Conditions, Safety norms, OH&S Guidelines, etc. of ESL as applicable from time to time.

Loading : ESL Scope

Quantity: Customer shall purchase and ESL shall supply the quantity mentioned above during the period. No variation and /or enhancement in the ordered quantity will be allowed and /or accepted after the acceptance of the sale order. However, if the materials are order by weight, the variation in the order quantity to the extent of +/-5% may be accepted at the discretion of ESL. In all the cases the counting / weight recorded at ESL will be final and binding.

Health, Safety & Environment Sustainability- The buyer shall follow all Environmental, Health and Safety and other operational policies of the company while executing any work or contract at the company site. The buyer shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

V&D Compliance: A separate attachment provided along with the this document to adhere with zero tolerance.

E-Way Bill &Dispatch: The buyer shall place vehicles within the time and subject to the conditions stipulated in the sale order. The invoice along with all other relevant documents shall be given along with the vehicle. E-Way Bill generation is the responsibility of consignee and trucks shall be released along with all other documents wherever applicable.

Mode of Transport: Ordered materials shall be delivered through nominated transporter of customer by road.

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Rejection: No Rejection and deduction will be made for quality & quantity against the sale order.

THE ABOVE TERMS AND CONDITIONS SHALL PREVAIL UNLESS OTHERWISE STATED.

ANNEXURE II
STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

Prior to commencing the services under this Agreement, the Buyer shall notify the Company whether or not it has

1.1 Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- (d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

1.2. Person Responsible for of Taxes

1.2.1. General

- (a) All taxes, fees, custom duties and other charges of whatever nature assessed on the Commodity / which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

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Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

- (b) Payment of all taxes, fees, custom duties and other charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement elsewhere.
- (c) Payment of any taxes, fees, custom duties and other charges of whatsoever nature levied under the laws of India and / or the Country of destination on the Commodity which are introduced after the date of signing of this Agreement, including on any consignment already shipped to the Buyer, shall be borne by and be to the account of the Buyer.

1.2.2. Exception to General:

Vedanta Limited
Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

3- LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.

4- WARRANTY DISCLAIMER

4.1 THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY

4.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

4.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

4.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

5 WARRANTIES AND REPRESENTATION

5.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets,

conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

5.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

6 INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

7 RISK PURCHASE/SUBSTITUTED PERFORMANCE

Notwithstanding anything contained herein to the contrary, the Buyer hereby expressly agrees that in case of delay/non-supply of the Product/Material/Goods under the Agreement by the Seller, its sole remedy shall be to

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
 CIN: L13209GA1965PLC000044

Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Buyer

It is acknowledged that the Buyer will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Contract.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Buyer's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Indemnity

The Buyer shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

1.4. Changes in Law

If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

2. LICENCE

- 2.1 The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

claim the actual, direct and documented costs actually incurred by it on account of any such non/delayed performance by the Supplier subject to the provisions of this Agreement. The Buyer expressly waives of any other right (including the right of substituted performance) arising out of, or relating to such non/delayed performance of its obligations by the Seller under the Agreement.

8 BUSINESS ETHICS

- 8.1 The Buyer shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- 8.2 The Buyer shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 8.3 The Buyer agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement. .
- 8.4 The Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Buyer's compliance with the obligations under this clause.
- 8.5 The Company shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.
- 8.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising

from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

- 8.7 If at any time during execution or performance of this Agreement the Buyer becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Buyer must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
 Vedanta, 75 Nehru Road
 Vile Parle (E), Mumbai 400 099
 'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

- 9 **SANCTIONS:** Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and (ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
- (to its reasonable knowledge) any of its owners or affiliates,
- any vessel nominated or to be nominated by it pursuant to this Agreement,
- any ship-owners or charterers of such vessel.

above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10 DEFAULT AND TERMINATION

- 10.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
 (i) by a written notice to the Buyer in case of any material breach of the terms of this Agreement by the Buyer the

Vedanta Limited

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CIN: L13209GA1965PLC000044

Buyer and has failed to remedy such breach within 30 days from receiving notice from the Company

(ii) if Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

- 10.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.
- 10.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.
- 10.4 Upon termination, the sole liability of the Seller/Company to the Buyer under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.
- 10.5 In the event of Buyer's breach of its obligations hereunder, no payment of whatsoever nature shall be made by the Supplier in respect of such order/Purchaser order

9. LIMITATION OF LIABILITY

- 9.1. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS**

OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

- 9.2. Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Commodity in circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.
- 9.3. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11.0 INDEMNITY

- 11.1 The Buyer shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:
- any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
 - any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.

12.0 FORCE MAJEURE

- 12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

- 12.2** The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 12.3** The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).
- 12.4** If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 12.5** Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.
- 12.6** In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

- 12.7** Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13.0 ARBITRATION

- 13.1** Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be *_, India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

14.0 APPLICABLE LAW AND JURISDICTION

- 14.1** This Agreement shall be governed by, construed and enforced in accordance with the laws of India.
- 14.2** The parties submit to the exclusive jurisdiction of the courts of *_, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement. However, the trade terms shall be construed in accordance with Incoterms 2010.
- 15.0 SET OFF**
- 15.1** Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16.0 CONFIDENTIALITY

16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

17.0 MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0



Dtd on: 06.07.2022

ANNEXURE - I**STANDARD TERMS & CONDITIONS - FOR SALE OF DRY FLY ASH (DFA)**

Material	DRY FLY ASH
Sold to Party	N. R. CONSTRUCTION PVT. LTD.
Booking Quantity (MT)	3121.8 MT
SO No./date:	1170000343/06.07.2022
DFA Unit Price	
EMD Amount & Due Date	& 11.07.2022
Contract Validity	31.03.2023 31/04/24
**Forfeit: CMD/EMD Deposit will stand forfeited in the event of the purchaser not removing the lots within the specified time.	
Driver/visitor to bring the RT-PCR/COVID Anti-gen test reports for gate pass or to enter company premises.	

- Delivery : Ex ESL Plant Basis
- Transit Insurance : To be arranged by Customer
- Taxes & Duties : GST & TCS shall be extra as applicable at the time of invoicing - (TCS Exempted against Form 27C)
- Payment Terms : The material value along with taxes shall be paid in advance
- Determination of Quality : As is where is basis without any complaints.
- Determination of Weight : Weighment at seller's weighbridge (ESL) will be final
- Transportation : Customer shall be responsible for appointment of transporter for lifting of Fly Ash from ESL by road in consultation with ESL. The road freight payable to the transporters shall be borne by CUSTOMER, they shall deploy the transporters as agreed by ESL. The transporter must follow General Terms & Conditions, Safety norms, OH&S Guidelines, etc. of ESL as applicable from time to time.
- Loading : Under ESL Scope, ensure transporter bulkers/vehicle fitment including indicator & back horn, safety seat belt and driver must have suitable PPEs to get loading at site or else forbidden strictly with penalty with NOGO compliances.

Quantity: Customer shall purchase, and ESL shall supply the quantity of mentioned above during the period. No variation and /or enhancement in the ordered quantity will be allowed and /or accepted after the acceptance of the sale order. However, if the materials are order by weight, the variation in the order quantity to the extent of +/-5% may be accepted at the discretion of ESL. In all the cases the counting / weight recorded at ESL will be final and binding.

E-Way Bill & Dispatch: The buyer shall place vehicles within the time and subject to the conditions stipulated in the sale order. The invoice along with all other relevant documents shall be given along with the vehicle. E-Way Bill generation is the responsibility of consignee and trucks shall be released along with all other documents wherever applicable.

Mode of Transport: Ordered materials shall be delivered through nominated transporter of customer by road.

Rejection: No Rejection and deduction will be made for quality & quantity against the sale order.

THE ABOVE TERMS AND CONDITIONS SHALL PREVAIL UNLESS OTHERWISE STATED.

SPECIAL TERMS & CONDITIONS FOR FLY ASH AGREEMENT: -

- The fly ash collected shall be utilized only for manufacturing cement at your mfg. unit only.

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

2. You will bear all cost for collection, safe transporting of fly ash from the point of collection to your plant.
3. You shall keep ESL Steel Limited indemnified from all liabilities for collection and transporting of the fly ash.
4. You shall ensure that all statutory government requirements for collecting and transporting of fly ash shall duly comply with by you.
5. You shall ensure that no pollution is caused during the transportation of fly ash from the point of collection to your plant.
6. You shall ensure that the vehicle used for collection and transportation has valid papers as required in law.
7. The company shall supply fly ash to you from a point as may be indicate from time to time.
8. You will comply with all security requirements of the company for ingress and outgress of your vehicle and men as demanded from time to time.
9. No other material except fly ash shall be loaded by you in your transporting vehicle.
10. Loading in the trucks will be done directly from the silo at power plant or a pay loader shall be arranged by the company in case the loading point changes for any reasons as mentioned above.
11. The purchaser shall transport the fly ash in environment friendly manner and follow all the guideline prescribed under Environment protection Act and rules framed there under.
12. The weightment recorded in ESL Steel Limited is final and reconciliation of the quantity shall be done accordingly on monthly basis.
13. The purchaser shall use the fly ash for the purpose of activities as prescribed under the Environmental Protection rules 1986.
14. You shall follow all the traffic rules implemented by Government of India and ESL Steel Limited will not be accountable/responsible.
15. All the employees related to you and your transporters shall follow all the Vedanta/ESL safety rules as per the company policy.

ANNEXURE II
STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1 Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- (d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

1.2. Person Responsible for of Taxes

1.2.1. General

- (a) All taxes, fees, custom duties and other charges of whatever nature assessed on the Commodity / which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

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Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

- (b) Payment of all taxes, fees, custom duties and other charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement elsewhere.

- (c) Payment of any taxes, fees, custom duties and other charges of whatsoever nature levied under the laws of India and / or the Country of destination on the Commodity which are introduced after the date of signing of this Agreement, including on any consignment already shipped to the Buyer, shall be borne by and be to the account of the Buyer.

1.2.2. Exception to General:

Prior to commencing the services under this Agreement, the Buyer shall notify the Company whether or not it has

3- LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.

4- WARRANTY DISCLAIMER

4.1 THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY

4.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

4.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

4.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

5- WARRANTIES AND REPRESENTATION

5.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets,

conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

5.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

6- INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

7- RISK PURCHASE/SUBSTITUTED PERFORMANCE

Notwithstanding anything contained herein to the contrary, the Buyer hereby expressly agrees that in case of delay/non-supply of the Product/Material/Goods under the Agreement by the Seller, its sole remedy shall be to

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Buyer

It is acknowledged that the Buyer will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Contract.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Buyer's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Indemnity

The Buyer shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

1.4. Changes in Law

If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

2. LICENCE

- 2.1 The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

Vedanta Limited

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

claim the actual, direct and documented costs actually incurred by it on account of any such non/delayed performance by the Supplier subject to the provisions of this Agreement. The Buyer expressly waives of any other right (including the right of substituted performance) arising out of, or relating to such non/delayed performance of its obligations by the Seller under the Agreement.

8 BUSINESS ETHICS

- 8.1 The Buyer shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- 8.2 The Buyer shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 8.3 The Buyer agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.
- 8.4 The Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Buyer's compliance with the obligations under this clause.
- 8.5 The Company shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.
- 8.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising

from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

- 8.7 If at any time during execution or performance of this Agreement the Buyer becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Buyer must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
 Vedanta, 75 Nehru Road
 Vile Parle (E), Mumbai 400 099
 'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

- 9 **SANCTIONS:** Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and (ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
- (to its reasonable knowledge) any of its owners or affiliates,
- any vessel nominated or to be nominated by it pursuant to this Agreement,
- any ship-owners or charterers of such vessel.

above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10 DEFAULT AND TERMINATION

- 10.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
 (i) by a written notice to the Buyer in case of any material breach of the terms of this Agreement by the Buyer the

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Buyer and has failed to remedy such breach within 30 days from receiving notice from the Company

(ii) if Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

- 10.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.
- 10.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.
- 10.4 Upon termination, the sole liability of the Seller/Company to the Buyer under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.
- 10.5 In the event of Buyer's breach of its obligations hereunder, no payment of whatsoever nature shall be made by the Supplier in respect of such order/Purchaser order

9. LIMITATION OF LIABILITY

- 9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS

OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

- 9.2. Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Commodity in circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.
- 9.3. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11.0 INDEMNITY

- 11.1 The Buyer shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:
- any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
 - any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.

12.0 FORCE MAJEURE

- 12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

- 12.2** The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 12.3** The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).
- 12.4** If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 12.5** Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.
- 12.6** In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

- 12.7** Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13.0 ARBITRATION

- 13.1** Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be " , India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

14.0 APPLICABLE LAW AND JURISDICTION

- 14.1** This Agreement shall be governed by, construed and enforced in accordance with the laws of India.
- 14.2** The parties submit to the exclusive jurisdiction of the courts of " , India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement However, the trade terms shall be construed in accordance with Incoterms 2010.

15.0 SET OFF

- 15.1** Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16.0 CONFIDENTIALITY

16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless otherwise required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

17.0 MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

- 17.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 17.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 17.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17.14 **THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.**

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Date: 06.04.2023

ANNEXURE - I**STANDARD TERMS & CONDITIONS**

SOLD TO PARTY	SHAGAN COMMERCIALS (On behalf of Tata Steel Ltd.)
Material	Bed Ash
Quantity	20,000 MT
Rate	
EMD Amount & Due Date	
Payment & Delivery Due Date	& 11.04.2023
Up to 06.10.2023 04/01/21	
**Forfeit: CMD/EMD will stand forfeited in the event of the purchaser not removing the lots within specified time.	
Driver/visitor to bring the RT-PCR/COVID Anti-gen test reports for gate pass or to enter company premises.	

Delivery : Ex ESL Plant Basis

Transit Insurance : To be arranged by Customer

Taxes & Duties : GST & TCS shall be extra as applicable at the time of invoicing - (TCS Exempted against Form 27C)

Payment Terms : The material value along with taxes shall be paid in advance

Determination of Quality : As is where is basis without any complaints.

Determination of Weight : Weighment at seller's weighbridge (ESL) will be final

Transportation : Customer shall be responsible for appointment of transporter for lifting of Bed Ash from ESL by road in consultation with ESL. The road freight payable to the transporters shall be borne by CUSTOMER, they shall deploy the transporters as agreed by ESL. The transporter must follow General Terms & Conditions, Safety norms, OH&S Guidelines, etc. of ESL as applicable from time to time.

Loading : ESL Scope

Quantity: Customer shall purchase and ESL shall supply the quantity of mentioned above during the period. No variation and /or enhancement in the ordered quantity will be allowed and /or accepted after the acceptance of the sale order. However if the materials are order by weight, the variation in the order quantity to the extent of +/-5% may be accepted at the discretion of ESL. In all the cases the counting / weight recorded at ESL will be final and binding. Quantity availability for lifting is subject to generation/availability.

E-Way Bill & Dispatch: The buyer shall place vehicles within the time and subject to the conditions stipulated in the sale order. The invoice along with all other relevant documents shall be given along with the vehicle. E-Way Bill generation is the responsibility of consignee and trucks shall be released along with all other documents wherever applicable.

Mode of Transport: Ordered materials shall be lifted by customer through its own nominated transporter with proper authorizations in advance. All vehicles and drivers must comply with ESL Vedanta Safety standards and checklist as attached with this SO.

Rejection: No Rejection and deduction will be accepted for quality & quantity against the sale order.

THE ABOVE TERMS AND CONDITIONS SHALL PREVAIL UNLESS OTHERWISE STATED.

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

ANNEXURE II
STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1 Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- (d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

1.2. Person Responsible for of Taxes

1.2.1. General

- (a) All taxes, fees, custom duties and other charges of whatever nature assessed on the Commodity / which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

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Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

- (b) Payment of all taxes, fees, custom duties and other charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement elsewhere.
- (c) Payment of any taxes, fees, custom duties and other charges of whatsoever nature levied under the laws of India and / or the Country of destination on the Commodity which are introduced after the date of signing of this Agreement, including on any consignment already shipped to the Buyer, shall be borne by and be to the account of the Buyer.

1.2.2. Exception to General:

Prior to commencing the services under this Agreement, the Buyer shall notify the Company whether or not it has

Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Buyer

It is acknowledged that the Buyer will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Contract.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Buyer's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Indemnity

The Buyer shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

1.4. Changes in Law

If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

2. LICENCE

2.1

The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

Vedanta Limited

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

3. LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.

4. WARRANTY DISCLAIMER

4.1 THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY

4.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

4.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

4.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

5. WARRANTIES AND REPRESENTATION

5.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets,

conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

5.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

6. INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

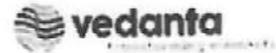
7. RISK PURCHASE/SUBSTITUTED PERFORMANCE

Notwithstanding anything contained herein to the contrary, the Buyer hereby expressly agrees that in case of delay/non-supply of the Product/Material/Goods under the Agreement by the Seller, its sole remedy shall be to

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0



claim the actual, direct and documented costs actually incurred by it on account of any such non/delayed performance by the Supplier subject to the provisions of this Agreement. The Buyer expressly waives of any other right (including the right of substituted performance) arising out of, or relating to such non/delayed performance of its obligations by the Seller under the Agreement.

8 BUSINESS ETHICS

- 8.1 The Buyer shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- 8.2 The Buyer shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 8.3 The Buyer agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.
- 8.4 The Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Buyer's compliance with the obligations under this clause.
- 8.5 The Company shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.
- 8.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising

from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

- 8.7 If at any time during execution or performance of this Agreement the Buyer becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Buyer must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099
'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

- 9 **SANCTIONS:** Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and (ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
 - (to its reasonable knowledge) any of its owners or affiliates,
 - any vessel nominated or to be nominated by it pursuant to this Agreement,
 - any ship-owners or charterers of such vessel.
- above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10 DEFAULT AND TERMINATION

- 10.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
(i) by a written notice to the Buyer in case of any material breach of the terms of this Agreement by the Buyer the

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Buyer and has failed to remedy such breach within 30 days from receiving notice from the Company

(ii) if Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

10.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.

10.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

10.4 Upon termination, the sole liability of the Seller/Company to the Buyer under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.

10.5 In the event of Buyer's breach of its obligations hereunder, no payment of whatsoever nature shall be made by the Supplier in respect of such order/Purchaser order

9. LIMITATION OF LIABILITY

9.1. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS**

OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

9.2. Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Commodity in circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.

9.3. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11.0 INDEMNITY

11.1 The Buyer shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

- a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
- b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.

12.0 FORCE MAJEURE

12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

- 12.2** The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 12.3** The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).
- 12.4** If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 12.5** Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.
- 12.6** In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

- 12.7** Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13.0 ARBITRATION

- 13.1** Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be *_, India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

14.0 APPLICABLE LAW AND JURISDICTION

- 14.1** This Agreement shall be governed by, construed and enforced in accordance with the laws of India.
- 14.2** The parties submit to the exclusive jurisdiction of the courts of *_, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement However, the trade terms shall be construed in accordance with Incoterms 2010.

15.0 SET OFF

- 15.1** Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16.0 CONFIDENTIALITY

16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless otherwise required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

17.0 MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

- 17.11** Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 17.12** Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 17.13** Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17.14** **THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL..**

Vedanta Limited

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

**ANNEXURE III
VEHICLE CHECKLIST**

All Vehicles must adherence below checklist before reporting to ESL Steel Ltd, Bokaro

Vehicle No: -	
Date: -	
Sl. No	Check Points
1	Valid Driving License
2	Valid Registration No
3	Valid Insurance Certificate
4	Valid PUC Certificate
5	Valid Tax Certificate
6	Seat Belts
7	Fire Extinguisher
8	First Aid Kit
9	Self-Start
10	Regd. No Painted properly (front & back)
11	Driver's Cabin, Vehicle Body, Broken Platform (Found OK)
12	Tyres Condition & Spare Wheels (Good Condition)
13	Head Light & Indicator Light, Brake Light, Back Light
14	Rear & Side Mirror (Both Side)
15	Horn
16	Reverse Horn
17	Wiper (Monsson)
18	Wheel Choke, IRON
19	Safety PPEs, Reflective Jacket, Safety cones, Reflective safety Triangles
20	Fluorescent/Retro Reflective tape on front, Rear & Side of Vehicle
21	Crew & Driver in drunken state
22	Spark Arrestor for liquid Tankers (O2)/HSD/LDO/LPG/ tankers

It's Mandatory Driver & Helper must wear safety Jacket / Safety Shoes inside the Plant.

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0



Dtd on: 17.12.2021

ANNEXURE - I**STANDARD TERMS & CONDITIONS - FOR SALE OF DRY FLY ASH (DFA)**

Material	DRY FLY ASH
Sold to Party	AADIISHAN INDUSTRIES ✓
Booking Quantity (MT)	2880 MT or 150 to 180 MT/month
SO No./date:	1170000214/11.12.2021
✓ DFA Unit Price	██████████
EMD Amount & Due Date	██████████
Contract Validity	31.03.2023 21/03/24 ✓
**Forfeit: CMD/EMD Deposit will stand forfeited in the event of the purchaser not removing the lots within the specified time.	
Driver/visitor to bring the RT-PCR/COVID Anti-gen test reports for gate pass or to enter company premises.	

- Delivery : Ex ESL Plant Basis
- Transit Insurance : To be arranged by Customer
- Taxes & Duties : GST & TCS shall be extra as applicable at the time of invoicing - (TCS Exempted against Form 27C)
- Payment Terms : The material value along with taxes shall be paid in advance
- Determination of Quality : As is where is basis without any complaints.
- Determination of Weight : Weighment at seller's weighbridge (ESL) will be final
- Transportation : Customer shall be responsible for appointment of transporter for lifting of Gas from ESL by road in consultation with ESL. The road freight payable to the transporters shall be borne by CUSTOMER, they shall deploy the transporters as agreed by ESL. The transporter must follow General Terms & Conditions, Safety norms, OH&S Guidelines, etc. of ESL as applicable from time to time.
- Loading : Under ESL Scope, ensure transporter bulkers/vehicle fitment including indicator & back horn, safety seat belt and driver must have suitable PPEs to get loading at site or else forbidden strictly with penalty with NOGO compliances.

Quantity: Customer shall purchase, and ESL shall supply the quantity of mentioned above during the period. No variation and /or enhancement in the ordered quantity will be allowed and /or accepted after the acceptance of the sale order. However if the materials are order by weight, the variation in the order quantity to the extent of +/-5% may be accepted at the discretion of ESL. In all the cases the counting / weight recorded at ESL will be final and binding.

E-Way Bill & Dispatch: The buyer shall place vehicles within the time and subject to the conditions stipulated in the sale order. The invoice along with all other relevant documents shall be given along with the vehicle. E-Way Bill generation is the responsibility of consignee and trucks shall be released along with all other documents wherever applicable.

Mode of Transport: Ordered materials shall be delivered through nominated transporter of customer by road.

- Rejection: No Rejection and deduction will be made for quality & quantity against the sale order.

THE ABOVE TERMS AND CONDITIONS SHALL PREVAIL UNLESS OTHERWISE STATED.

SPECIAL TERMS & CONDITIONS FOR FLY ASH AGREEMENT: -

- The fly ash collected shall be utilized only for manufacturing cement at your mfg. unit only.
- You will bear all cost for collection, safe transporting of fly ash from the point of collection to your plant.

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

3. You shall keep ESL Steel Limited indemnified from all liabilities for collection and transporting of the fly ash.
4. You shall ensure that all statutory government requirements for collecting and transporting of fly ash shall duly comply with by you.
5. You shall ensure that no pollution is caused during the transportation of fly ash from the point of collection to your plant.
6. You shall ensure that the vehicle used for collection and transportation has valid papers as required in law.
7. The company shall supply fly ash to you from a point as may be indicate from time to time.
8. You will comply with all security requirements of the company for ingress and outgress of your vehicle and men as demanded from time to time.
9. No other material except fly ash shall be loaded by you in your transporting vehicle.
10. Loading in the trucks will be done directly from the silo at power plant or a pay loader shall be arranged by the company in case the loading point changes for any reasons as mentioned above.
11. The purchaser shall transport the fly ash in environment friendly manner and follow all the guideline prescribed under Environment protection Act and rules framed there under.
12. The weighment recorded in ESL Steel Limited is final and reconciliation of the quantity shall be done accordingly on monthly basis.
13. The purchaser shall use the fly ash for the purpose of activities as prescribed under the Environmental Protection rules 1986.
14. You shall follow all the traffic rules implemented by Government of India and ESL Steel Limited will not be accountable/responsible.
15. All the employees related to you and your transporters shall follow all the Vedanta/ESL safety rules as per the company policy.

ANNEXURE II
STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1 Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- (d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

1.2. Person Responsible for of Taxes

1.2.1. General

- (a) All taxes, fees, custom duties and other charges of whatever nature assessed on the Commodity / which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

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Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

- (b) Payment of all taxes, fees, custom duties and other

Vedanta Limited

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CIN: L13209GA1965PLC000044

charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement elsewhere.

- (c) Payment of any taxes, fees, custom duties and other charges of whatsoever nature levied under the laws of India and / or the Country of destination on the Commodity which are introduced after the date of signing of this Agreement, including on any consignment already shipped to the Buyer, shall be borne by and be to the account of the Buyer.

1.2.2. Exception to General:

Prior to commencing the services under this Agreement, the Buyer shall notify the Company whether or not it has

3. LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.

4. WARRANTY DISCLAIMER

4.1 THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY

4.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

4.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

4.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

5 WARRANTIES AND REPRESENTATION

5.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets,

conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

5.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

6 INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

7 RISK PURCHASE/SUBSTITUTED PERFORMANCE

Notwithstanding anything contained herein to the contrary, the Buyer hereby expressly agrees that in case of delay/non-supply of the Product/Material/Goods under the Agreement by the Seller, its sole remedy shall be to

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Buyer

It is acknowledged that the Buyer will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Contract.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Buyer's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Indemnity

The Buyer shall defend, indemnify and hold the CompanyGroup harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

1.4. Changes in Law

If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

2. LICENCE

- 2.1 The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

Vedanta Limited

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

claim the actual, direct and documented costs actually incurred by it on account of any such non/delayed performance by the Supplier subject to the provisions of this Agreement. The Buyer expressly waives of any other right (including the right of substituted performance) arising out of, or relating to such non/delayed performance of its obligations by the Seller under the Agreement.

8 BUSINESS ETHICS

8.1 The Buyer shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

8.2 The Buyer shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.

8.3 The Buyer agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement. .

8.4 The Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Buyer's compliance with the obligations under this clause.

8.5 The Company shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.

8.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising

from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

8.7 If at any time during execution or performance of this Agreement the Buyer becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Buyer must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
 Vedanta, 75 Nehru Road
 Vile Parle (E), Mumbai 400 099
 'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

9 **SANCTIONS:** Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and (ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
- (to its reasonable knowledge) any of its owners or affiliates,
- any vessel nominated or to be nominated by it pursuant to this Agreement,
- any ship-owners or charterers of such vessel.

above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10 DEFAULT AND TERMINATION

10.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
 (i) by a written notice to the Buyer in case of any material breach of the terms of this Agreement by the Buyer the

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0



Buyer and has failed to remedy such breach within 30 days from receiving notice from the Company

(ii) if Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

10.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.

10.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

10.4 Upon termination, the sole liability of the Seller/Company to the Buyer under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.

10.5 In the event of Buyer's breach of its obligations hereunder, no payment of whatsoever nature shall be made by the Supplier in respect of such order/Purchaser order

9. LIMITATION OF LIABILITY

9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS

OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

9.2. Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Commodity in circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.

9.3. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11.0 INDEMNITY

11.1 The Buyer shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

- a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
- b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.

12.0 FORCE MAJEURE

12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

- 12.2** The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 12.3** The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).
- 12.4** If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 12.5** Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.
- 12.6** In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

- 12.7** Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13.0 ARBITRATION

- 13.1** Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be , India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

14.0 APPLICABLE LAW AND JURISDICTION

- 14.1** This Agreement shall be governed by, construed and enforced in accordance with the laws of India.
- 14.2** The parties submit to the exclusive jurisdiction of the courts of , India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement. However, the trade terms shall be construed in accordance with Incoterms 2010.
- 15.0 SET OFF**
- 15.1** Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16.0 CONFIDENTIALITY

16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

17.0 MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

- 17.11** Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 17.12** Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 17.13** Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17.14** **THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.**

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.
 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0



ESL STEEL LIMITED

Dtd on: 17.12.2021

ANNEXURE - I

STANDARD TERMS & CONDITIONS - FOR SALE OF DRY FLY ASH (DFA)

Material	DRY FLY ASH
Sold to Party	ECO INDUSTRIES ✓ <i>Charandhayan</i>
Booking Quantity (MT)	3840 MT or 240 MT/month
SO No./date:	1170000212/11.12.2021
✓ DFA Unit Price	██████████
EMD Amount & Due Date	██████████ & 22.12.2021
Contract Validity	31.03.2023 21/03/24 ✓
**Forfeit: CMD/EMD Deposit will stand forfeited in the event of the purchaser not removing the lots within the specified time.	
Driver/visitor to bring the RT-PCR/COVID Anti-gen test reports for gate pass or to enter company premises.	

- Delivery : Ex ESL Plant Basis
- Transit Insurance : To be arranged by Customer
- Taxes & Duties : GST & TCS shall be extra as applicable at the time of invoicing - (TCS Exempted against Form 27C)
- Payment Terms : The material value along with taxes shall be paid in advance
- Determination of Quality : As is where is basis without any complaints.
- Determination of Weight : Weighment at seller's weighbridge (ESL) will be final
- Transportation : Customer shall be responsible for appointment of transporter for lifting of Gas from ESL by road in consultation with ESL. The road freight payable to the transporters shall be borne by CUSTOMER, they shall deploy the transporters as agreed by ESL. The transporter must follow General Terms & Conditions, Safety norms, OH&S Guidelines, etc. of ESL as applicable from time to time.
- Loading : Under ESL Scope, ensure transporter bulkers/vehicle fitment including indicator & back horn, safety seat belt and driver must have suitable PPEs to get loading at site or else forbidden strictly with penalty with NOGO compliances.

Quantity: Customer shall purchase, and ESL shall supply the quantity of mentioned above during the period. No variation and /or enhancement in the ordered quantity will be allowed and /or accepted after the acceptance of the sale order. However if the materials are order by weight, the variation in the order quantity to the extent of +/-5% may be accepted at the discretion of ESL. In all the cases the counting / weight recorded at ESL will be final and binding.

E-Way Bill & Dispatch: The buyer shall place vehicles within the time and subject to the conditions stipulated in the sale order. The invoice along with all other relevant documents shall be given along with the vehicle. E-Way Bill generation is the responsibility of consignee and trucks shall be released along with all other documents wherever applicable.

Mode of Transport: Ordered materials shall be delivered through nominated transporter of customer by road.

Rejection: No Rejection and deduction will be made for quality & quantity against the sale order.

THE ABOVE TERMS AND CONDITIONS SHALL PREVAIL UNLESS OTHERWISE STATED.

SPECIAL TERMS & CONDITIONS FOR FLY ASH AGREEMENT: -

- The fly ash collected shall be utilized only for manufacturing cement at your mfg. unit only.
- You will bear all cost for collection, safe transporting of fly ash from the point of collection to your plant.

Vedanta Limited

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai-400093, Maharashtra, India.

CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

3. You shall keep ESL Steel Limited indemnified from all liabilities for collection and transporting of the fly ash.
4. You shall ensure that all statutory government requirements for collecting and transporting of fly ash shall duly comply with by you.
5. You shall ensure that no pollution is caused during the transportation of fly ash from the point of collection to your plant.
6. You shall ensure that the vehicle used for collection and transportation has valid papers as required in law.
7. The company shall supply fly ash to you from a point as may be indicate from time to time.
8. You will comply with all security requirements of the company for ingress and outgress of your vehicle and men as demanded from time to time.
9. No other material except fly ash shall be loaded by you in your transporting vehicle.
10. Loading in the trucks will be done directly from the silo at power plant or a pay loader shall be arranged by the company in case the loading point changes for any reasons as mentioned above.
11. The purchaser shall transport the fly ash in environment friendly manner and follow all the guideline prescribed under Environment protection Act and rules framed there under.
12. The weighment recorded in ESL Steel Limited is final and reconciliation of the quantity shall be done accordingly on monthly basis.
13. The purchaser shall use the fly ash for the purpose of activities as prescribed under the Environmental Protection rules 1986.
14. You shall follow all the traffic rules implemented by Government of India and ESL Steel Limited will not be accountable/responsible.
15. All the employees related to you and your transporters shall follow all the Vedanta/ESL safety rules as per the company policy.

ANNEXURE II
STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1 Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- (d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

1.2. Person Responsible for of Taxes

1.2.1. General

- (a) All taxes, fees, custom duties and other charges of whatever nature assessed on the Commodity / which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

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Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

- (b) Payment of all taxes, fees, custom duties and other

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CIN: L13209GA1965PLC000044

charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement elsewhere.

- (c) Payment of any taxes, fees, custom duties and other charges of whatsoever nature levied under the laws of India and / or the Country of destination on the Commodity which are introduced after the date of signing of this Agreement, including on any consignment already shipped to the Buyer, shall be borne by and be to the account of the Buyer.

1.2.2. Exception to General:

Prior to commencing the services under this Agreement, the Buyer shall notify the Company whether or not it has

in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which would not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

- 12.2** The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 12.3** The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).
- 12.4** If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 12.5** Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.
- 12.6** In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

- 12.7** Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13.0 ARBITRATION

- 13.1** Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be *, India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

14.0 APPLICABLE LAW AND JURISDICTION

- 14.1** This Agreement shall be governed by, construed and enforced in accordance with the laws of India.
- 14.2** The parties submit to the exclusive jurisdiction of the courts of *, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement. However, the trade terms shall be construed in accordance with Incoterms 2010.
- 15.0 SET OFF**
- 15.1** Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case)

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16.0 CONFIDENTIALITY

16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless otherwise required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

17.0 MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

claim the actual, direct and documented costs actually incurred by it on account of any such non/delayed performance by the Supplier subject to the provisions of this Agreement. The Buyer expressly waives of any other right (including the right of substituted performance) arising out of, or relating to such non/delayed performance of its obligations by the Seller under the Agreement.

8 BUSINESS ETHICS

- 8.1 The Buyer shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- 8.2 The Buyer shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 8.3 The Buyer agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement. .
- 8.4 The Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Buyer's compliance with the obligations under this clause.
- 8.5 The Company shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.
- 8.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising

from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

- 8.7 If at any time during execution or performance of this Agreement the Buyer becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Buyer must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
 Vedanta, 75 Nehru Road
 Vile Parle (E), Mumbai 400 099
 'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

- 9 **SANCTIONS:** Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and (ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
- (to its reasonable knowledge) any of its owners or affiliates,
- any vessel nominated or to be nominated by it pursuant to this Agreement,
- any ship-owners or charterers of such vessel.

above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10 DEFAULT AND TERMINATION

- 10.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
 (i) by a written notice to the Buyer in case of any material breach of the terms of this Agreement by the Buyer the

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Buyer and has failed to remedy such breach within 30 days from receiving notice from the Company

(ii) if Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

- 10.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.
- 10.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.
- 10.4 Upon termination, the sole liability of the Seller/Company to the Buyer under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.
- 10.5 In the event of Buyer's breach of its obligations hereunder, no payment of whatsoever nature shall be made by the Supplier in respect of such order/Purchaser order

9. LIMITATION OF LIABILITY

- 9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS

OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

- 9.2. Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Commodity in circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.
- 9.3. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11.0 INDEMNITY

- 11.1 The Buyer shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:
- any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
 - any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.

12.0 FORCE MAJEURE

- 12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

3. LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.

4. WARRANTY DISCLAIMER

4.1 **THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY**

4.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

4.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

4.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

5. WARRANTIES AND REPRESENTATION

5.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets,

conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

5.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

6. INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

7. RISK PURCHASE/SUBSTITUTED PERFORMANCE

Notwithstanding anything contained herein to the contrary, the Buyer hereby expressly agrees that in case of delay/non-supply of the Product/Material/Goods under the Agreement by the Seller, its sole remedy shall be to

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Buyer

It is acknowledged that the Buyer will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Contract.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Buyer's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Indemnity

The Buyer shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

1.4. Changes in Law

If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

2. LICENCE

- 2.1 The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

Vedanta Limited

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CIN: L13209GA1965PLC000044

business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

- 17.11** Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 17.12** Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 17.13** Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17.14** **THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.**

Vedanta Limited

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CIN: L13209GA1965PLC000044

Dtd on:24.04.2023

ANNEXURE - I**STANDARD TERMS & CONDITIONS**

SOLD TO PARTY	ACC LIMITED
GRANULATED SLAG	1,80,000 MT @ [REDACTED] per MT (15,000 MT per month) As-is, where-is basis; no rejections or claims will be considered
DRY FLY ASH	1,08,000 MT @ [REDACTED] MT (9,000 MT per month) Without any Complaint 1. Per day evacuation through bulkers: 230 MT to 300MT ie. Monthly ~9000MT to ensure & make ESL silo level empty. 2. During equipment maintenance or plant shutdown activities, as well as during the "Monsoon Season," the customer shall provide ESL precedence for DFA removal. 3. If customer did not deploy the bulkers at any time or under any conditions than the customers shall be accountable to lift outside-dumped DFA by their own arrangement & cost within 5 days from the date of intimation.
EMD Amount & Due Date	[REDACTED] 10% of NP) & 29.04.2023
Contract Validity	30.04.2024
<p>A common EMD shall be applicable for both the materials (ie. BF Slag & DFA) which shall be forfeited if the purchaser not removing both the lots on regular basis, non-compliance of the above of 5 consecutive days will lead to cancellation/short closure of both the orders & Security deposit/EMD amount shall be forfeited without any further notice.</p> <p>Driver/visitor to bring the RT-PCR/COVID Anti-gen test reports for gate pass or to enter company premises.</p>	

Delivery : Ex ESL Plant Basis**Transit Insurance** : To be arranged by Customer**Taxes & Duties** : GST & TCS shall be extra as applicable at the time of invoicing - (TCS Exempted against Form 27C)**Payment Terms** : The material value along with taxes shall be paid in advance**Determination of Quality** : As is where is basis without any complaints.**Determination of Weight** : Weighment at seller's weighbridge (ESL) will be final

Transportation : Customer shall be responsible for appointment of transporter for lifting of Granulated slag and DFA from ESL by road in consultation with ESL. The road freight payable to the transporters shall be borne by CUSTOMER, they shall deploy the transporters as agreed by ESL. The transporter must follow General Terms & Conditions, Safety norms, OH&S Guidelines, etc. of ESL as applicable from time to time.

Loading : ESL Scope

Quantity: Customer shall purchase and ESL shall supply the quantity of mentioned above during the period. No variation and /or enhancement in the ordered quantity will be allowed and /or accepted after the acceptance of the sale order. However if the materials are order by weight, the variation in the order quantity to the extent of +/-5% may be accepted at the discretion of ESL. In all the cases the counting / weight recorded at ESL will be final and binding. Quantity availability for lifting is subject to generation/availability.

E-Way Bill &Dispatch: The buyer shall place vehicles within the time and subject to the conditions stipulated in the sale order. The invoice along with all other relevant documents shall be given along with the vehicle. E-Way Bill generation is the responsibility of consignee and trucks shall be released along with all other documents wherever applicable.

Vedanta Limited

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 CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Mode of Transport: Ordered materials shall be lifted by customer through its own nominated transporter with proper authorizations in advance. All vehicles and drivers must comply with ESL Vedanta Safety standards and checklist as attached with this SO.

Rejection: No Rejection and deduction will be accepted for quality & quantity against the sale order.

Health, Safety & Environment Sustainability- The buyer shall follow all Environmental, Health and Safety and other operational policies of the company while executing any work or contract at the company site. The buyer shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

V&D Compliance: A separate attachment provided along with the this document to adhere with zero tolerance.

THE ABOVE TERMS AND CONDITIONS SHALL PREVAIL UNLESS OTHERWISE STATED.

ANNEXURE II
STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1 Definitions

For the purposes of this Clause 1 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- (d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

1.2. Person Responsible for of Taxes

1.2.1. General

- (a) All taxes, fees, custom duties and other charges of whatever nature assessed on the Commodity / which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

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Payment of all taxes, fees, custom duties and other charges of whatever nature including anti-dumping duty, safeguard duty and other similar duties assessed on the Commodity now or hereinafter levied by the Country of destination from time to time shall be the responsibility of and paid by the Buyer.

- (b) Payment of all taxes, fees, custom duties and other charges of whatever nature levied under the prevailing laws as on the date of signing of this Agreement assessed on the Commodity in India shall be the responsibility of and be paid by the Seller unless otherwise stated specifically in this Agreement

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3. LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

In the event of a total or partial loss of or total or partial damage to the Commodity at any time after the risk in the Commodity passes to the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight and, where applicable, the Seller's sampling, analysis and size grading of the Commodity. The Buyer shall pay for any lost or damaged Commodity at the time and in the manner provided in the Agreement. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.

4. WARRANTY DISCLAIMER

4.1 THE BUYER AGREES THAT THE SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE COMMODITY OTHER THAN THAT THE COMMODITY CONFORMS TO THE SPECIFICATIONS STATED IN THE AGREEMENT WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE COMMODITY, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON THE SELLER AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE COMMODITY

4.2 The Seller shall not be liable in any respect whatsoever in connection with the use of the Commodity by the Buyer or end-user.

4.3 The Seller shall not be liable for delay in delivery if the Commodity has been delivered to the carrier on schedule.

4.4 Seller and Buyer agree that upon conclusion of the Addendum, price mentioned shall remain fixed for the shipment and shall not be revised.

5. WARRANTIES AND REPRESENTATION

5.1 Each of the Parties, acknowledges that:

(i) Such Party is a duly organized company/business entity validly existing under the laws where it is incorporated/established, with power to own assets,

conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

(ii) Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

5.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

6. INCOTERMS

Unless otherwise specified herein, the latest edition of the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

7. RISK PURCHASE/SUBSTITUTED PERFORMANCE

Notwithstanding anything contained herein to the contrary, the Buyer hereby expressly agrees that in case of delay/non-supply of the Product/Material/Goods under the Agreement by the Seller, its sole remedy shall be to

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Sales STCs Version 4.0

Fixed Establishment in India. If the Buyer notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Buyer under this Contract shall be paid by the Company directly to the relevant Government Authority.

1.2.3. Reimbursement of Taxes to the Buyer

It is acknowledged that the Buyer will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule or any of the Purchase Order(s) issued under the Contract.

1.2.4. Pricing

The Parties agree that details of Taxes included in, or excluded from, the Buyer's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 9 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

1.3. Indemnity

The Buyer shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

1.4. Changes in Law

If, after the date of execution of this Agreement, there is any Change in Law which results in a change in the rate of any Tax included in the Buyer's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Buyer of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Buyer's final invoice under this Agreement) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 1.4 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

2. LICENCE

- 2.1 The Buyer guarantees that it shall be in possession of all necessary import licenses and permission required for the Commodity covered by this Agreement to be imported into the Country of destination port at all points of time during the tenure of the Agreement.

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Sales STCs Version 4.0

claim the actual, direct and documented costs actually incurred by it on account of any such non/delayed performance by the Supplier subject to the provisions of this Agreement. The Buyer expressly waives of any other right (including the right of substituted performance) arising out of, or relating to such non/delayed performance of its obligations by the Seller under the Agreement.

8 BUSINESS ETHICS

- 8.1 The Buyer shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.
- 8.2 The Buyer shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 8.3 The Buyer agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Anti-Bribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_-_december_2016.pdf) and the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement. .
- 8.4 The Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Buyer's compliance with the obligations under this clause.
- 8.5 The Company shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.
- 8.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising

from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

- 8.7 If at any time during execution or performance of this Agreement the Buyer becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Buyer must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,
 Vedanta, 75 Nehru Road
 Vile Parle (E), Mumbai 400 099
 'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

- 9 **SANCTIONS:** Each party represents that (i) it intends the transaction to comply, and believes the transaction will comply, with all economic sanctions, trade embargoes and export control laws, regulations, decrees, orders or requirements ("sanctions") which may be applicable to this Agreement; and (ii) it has not taken (or refrained from taking) any action that would cause itself or the other party to be in contravention of any applicable sanctions. Each party also undertakes not to take (or refrain from taking) any action, or allow or enable any third party to act in any way, in the performance of this Agreement or otherwise that would cause the above contravention.

Each party further represents that none of the following are the subject of sanctions administered or enforced by the United Nations, the United States, the European Union or any other relevant sanctions authority:

- the party itself,
- (to its reasonable knowledge) any of its owners or affiliates,
- any vessel nominated or to be nominated by it pursuant to this Agreement,
- any ship-owners or charterers of such vessel.

above clauses are conditions of this Agreement. The above clauses shall not be taken to limit or prevent the operation of the English law doctrine of frustration (or any analogous doctrine under the governing law of the Agreement), where applicable.

10 DEFAULT AND TERMINATION

- 10.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:
 (i) by a written notice to the Buyer in case of any material breach of the terms of this Agreement by the Buyer the

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Buyer and has failed to remedy such breach within 30 days from receiving notice from the Company

(ii) if Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

10.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.

10.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

10.4 Upon termination, the sole liability of the Seller/Company to the Buyer under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Supplier till the date of termination.

10.5 In the event of Buyer's breach of its obligations hereunder, no payment of whatsoever nature shall be made by the Supplier in respect of such order/Purchaser order

9. LIMITATION OF LIABILITY

9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS

OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

9.2. Nothing in this clause shall limit the Seller's right to recover up to the price of the Commodity increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Commodity in circumstances where the Buyer fails to take delivery of the Commodity and fails to pay or accepts delivery of the Commodity and fails to pay.

9.3. The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11.0 INDEMNITY

11.1 The Buyer shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

- a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
- b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.

12.0 FORCE MAJEURE

12.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties like fire, flood, earthquake or like natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the Parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central / State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions

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Sales STCs Version 4.0

in the supply of power and defects or delays in deliveries by sub-contractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

12.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

12.3 The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Commodity till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).

12.4 If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

12.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

12.6 In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Commodity, in case desired by the Buyer, the Seller shall deliver the actual quantity of Commodity (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller may (but shall not be obligated to) offer to supply the remaining quantity of Commodity of similar quality in substitution for the Commodity, from another source to satisfy its obligations under this Agreement at a price which may be different (more or less) than the price referred under the Agreement and such price variation shall be to the account of Buyer.

12.7 Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

13.0 ARBITRATION

13.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be *, India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

14.0 APPLICABLE LAW AND JURISDICTION

14.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

14.2 The parties submit to the exclusive jurisdiction of the courts of *, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement However, the trade terms shall be construed in accordance with Incoterms 2010.

15.0 SET OFF

15.1 Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against any liability of Seller to the Buyer (in either case

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howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies available to Seller under this Agreement or otherwise.

16.0 CONFIDENTIALITY

16.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

16.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

16.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

17.0 MISCELLANEOUS PROVISIONS

17.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

17.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

17.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

17.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

17.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

17.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

17.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

17.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

17.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

**ANNEXURE III
VEHICLE CHECKLIST**

All Vehicles must adherence below checklist before reporting to ESL Steel Ltd, Bokaro

Vehicle No: -	
Date: -	
Sl. No	Check Points
1	Valid Driving License
2	Valid Registration No
3	Valid Insurance Certificate
4	Valid PUC Certificate
5	Valid Tax Certificate
6	Seat Belts
7	Fire Extinguisher
8	First Aid Kit
9	Self-Start
10	Regd. No Painted properly (front & back)
11	Driver's Cabin, Vehicle Body, Broken Platform (Found OK)
12	Tyres Condition & Spare Wheels (Good Condition)
13	Head Light & Indicator Light, Brake Light, Back Light
14	Rear & Side Mirror (Both Side)
15	Horn
16	Reverse Horn
17	Wiper (Monsson)
18	Wheel Choke, IRON
19	Safety PPEs, Reflective Jacket, Safety cones, Reflective safety Triangles
20	Fluorescent/Retro Reflective tape on front, Rear & Side of Vehicle
21	Crew & Driver in drunken state
22	Spark Arrestor for liquid Tankers (O2)/HSD/LDO/LPG/ tankers

It's Mandatory Driver & Helper must wear safety Jacket / Safety Shoes inside the Plant.

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business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

- 17.11** Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 17.12** Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 17.13** Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17.14** **THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.**

Vedanta Limited

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CIN: L13209GA1965PLC000044

Sales STCs Version 4.0

Annexure 3 Sewage Treatment Plant



Sensitivity: Confidential (C2)



Annexure 4 Effluent Treatment Plant



Sensitivity: Confidential (C2)



कार्यालय असैनिक शल्य चिकित्सक सह मुख्य चिकित्सा पदाधिकारी, बोकारो।

पत्रांक 878 बोकारो/दिनांक 09/03/24

प्रेषक,

असैनिक शल्य चिकित्सक-सह-मुख्य,
चिकित्सा पदाधिकारी, बोकारो

सेवा में,

उपायुक्त,
बोकारो।

विषय :- दिनांक 24.02.2024 को उपायुक्त, बोकारो की अध्यक्षता में आयोजित जिला गंगा समिति (District Ganga Committee) की बैठक की कार्यवाही में उल्लेखित बिन्दुओं का प्रतिवेदन समर्पित करने के संबंध में।

प्रसंग :- भवदीया के ज्ञापांक 290/विधि, दिनांक 27.02.2024।

महाशया,

उपरोक्त विषयक एवं संदर्भित पत्र के आलोक में दिनांक 24.02.2024 को उपायुक्त, बोकारो की अध्यक्षता में आयोजित जिला गंगा समिति (District Ganga Committee) की बैठक की कार्यवाही में उल्लेखित बिन्दुओं का प्रतिवेदन निम्न प्रकार समर्पित की जा रही हैं।

Si.No	Issue	Relevant Report																																																																	
1	Municipal waste/ Biomedical waste/ Hazardous waste/ legacy waste disposal detailed status required as the three are major industrial town with dense population, health Infrastructure and industries	बोकारो जिला में कुल 144 सरकारी क्रमशः 01 सदर अस्पताल, 03 अनुमण्डलीय अस्पताल, 08 सामु0स्वा0केन्द्र, 16 प्रा0स्वा0केन्द्र, 116 आयु0आ0मं0 से निकलने वाले बायोमेडिकल बेस्ट को Color Coded Bucket में रखकर क्रमवार Deep Burial Pit, Sharp Pit, Placenta Pit में नियमानुसार निस्तारण किया जाता है। बोकारो जिला में 122 निजी अस्पताल/नर्सिंग होम निर्बंधित हैं। निजी अस्पतालों से निकलने वाले बायोमेडिकल बेस्ट को Color Coded Bucket में रखकर Bio Genetic Laboratory Pvt. Ltd. के माध्यम से बायोमेडिकल बेस्ट का निस्तारण किया जाता है। बोकारो जेनरल अस्पताल में बायोमेडिकल बेस्ट के निस्तारण हेतु Incinerator की व्यवस्था है।																																																																	
2	Disease – As per the CAG Audit Report on General, Social and Economic (2010-11) y Ministry of Health and Family Welfare (MH&FW), Gol, in 100 districts 21States which included three district (Bokaro, Dhanbad, and Ranchi) of Jharkhand for reducing the burden of Non-Communicable Diseases (NCDs) such as cancer, diabetes, cardiovascular diseases and stroke.	बोकारो जिलान्तर्गत गैर संचारी रोग यथा मधुमेह, उच्च रक्तचाप, कैंसर से संबंधित वर्षवार प्रतिवेदन <table border="1"> <thead> <tr> <th>SL NO</th> <th>F.Y</th> <th>TOTAL SCREENING (HTN&DM)</th> <th>HYPERTENSION Patient on Treatment</th> <th>DIABETIE S Patient on Treatment</th> <th>HTN & DM Patient on Treatment</th> <th>CVD in CCU Bokaro</th> <th>STR OKE</th> <th>BREAST CANCER SCREENING</th> <th>CERVICAL CANCER SCREENING</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2018-19</td> <td>76286</td> <td>2040</td> <td>2326</td> <td>786</td> <td rowspan="3">CCU Facilitis was not available in this Period</td> <td rowspan="3">0</td> <td>1123</td> <td>1882</td> </tr> <tr> <td>2</td> <td>2019-20</td> <td>91946</td> <td>2390</td> <td>2894</td> <td>970</td> <td>156</td> <td>1364</td> </tr> <tr> <td>3</td> <td>2020-21</td> <td>76010</td> <td>1881</td> <td>1738</td> <td>730</td> <td>61</td> <td>557</td> </tr> <tr> <td>4</td> <td>2021-22</td> <td>166872</td> <td>4241</td> <td>3535</td> <td>662</td> <td>408</td> <td>4</td> <td>365</td> </tr> <tr> <td>5</td> <td>2022-23</td> <td>243607</td> <td>3224</td> <td>3019</td> <td>925</td> <td>83</td> <td>40</td> <td>73</td> <td>883</td> </tr> <tr> <td>6</td> <td>2023-24 (TILL JANUARY)</td> <td>271597</td> <td>2141</td> <td>2009</td> <td>804</td> <td>64</td> <td>37</td> <td>60</td> <td>814</td> </tr> </tbody> </table>	SL NO	F.Y	TOTAL SCREENING (HTN&DM)	HYPERTENSION Patient on Treatment	DIABETIE S Patient on Treatment	HTN & DM Patient on Treatment	CVD in CCU Bokaro	STR OKE	BREAST CANCER SCREENING	CERVICAL CANCER SCREENING	1	2018-19	76286	2040	2326	786	CCU Facilitis was not available in this Period	0	1123	1882	2	2019-20	91946	2390	2894	970	156	1364	3	2020-21	76010	1881	1738	730	61	557	4	2021-22	166872	4241	3535	662	408	4	365	5	2022-23	243607	3224	3019	925	83	40	73	883	6	2023-24 (TILL JANUARY)	271597	2141	2009	804	64	37	60	814
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अतः आपके सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

विश्वासभाजन

असैनिक शल्य चिकित्सक-सह-मुख्य
चिकित्सा पदाधिकारी, बोकारो।

Kanehaa
-1/1/2024.

कार्यालय असैनिक शल्य चिकित्सक सह मुख्य चिकित्सा पदाधिकारी, बोकारो।

पत्रांक... 790 बोकारो / दिनांक... 2/3/24

प्रेषक,

असैनिक शल्य चिकित्सक-सह-मुख्य,
चिकित्सा पदाधिकारी, बोकारो

सेवा में,

उपायुक्त,
बोकारो।

विषय :-

दिनांक 24.02.2024 को उपायुक्त, बोकारो की अध्यक्षता में आयोजित जिला गंगा समिति (District Ganga Committee) की बैठक की कार्यवाही में उल्लेखित बिन्दुओं का प्रतिवेदन समर्पित करने के संबंध में।

प्रसंग :-

भवदीया के ज्ञापांक 290 / विधि, दिनांक 27.02.2024।

महाशया,

उपरोक्त विषयक एवं संदर्भित पत्र के आलोक में दिनांक 24.02.2024 को उपायुक्त, बोकारो की अध्यक्षता में आयोजित जिला गंगा समिति (District Ganga Committee) की बैठक की कार्यवाही में उल्लेखित बिन्दुओं का प्रतिवेदन निम्न प्रकार समर्पित की जा रही हैं।

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2	Disease - As per the CAG Audit Report on General, Social and Economic (2010-11) y Ministry of Health and Family Welfare (MH&FW), Gol, in 100 districts 21States which included three district (Bokaro, Dhanbad, and Ranchi) of Jharkhand for reducing the burden of Non-Communicable Diseases (NCDs) such as cancer, diabetes, cardiovascular diseases and stroke.	प्रतिवेदन संलग्न।

अतः आपके सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

विश्वासभाजन

[Signature]
01/3/24

असैनिक शल्य चिकित्सक-सह-मुख्य
चिकित्सा पदाधिकारी, बोकारो।

[Signature]
01/03/24

Non-Communicable Diseases (NCDs) REPORT, BOKARO

SL NO	F.Y	TOTAL SCREENING (HTN&DM)	HYPERTENSION Patient on Treatment	DIABETIES Patient on Treatment	HTN & DM Patient on Treatment	CVD in CCU Bokaro	STROKE	BREAST CANCER SCREENING	CERVICAL CANCER SCREENING
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Bokaro
01/02/2024

[Signature]
01/31/24

कार्यपालक अभियंता का कार्यालय
लघु सिंचाई प्रमण्डल, बोकारो।

पत्रांक :-.....152..... / बोकारो, दिनांक :-.....28..... / 02..... / 2024

सेवा में,

उपायुक्त

—सह—

जिला दण्डाधिकारी, बोकारो।

(*विद्या शर्मा*)

विषय :- दिनांक 24.02.2024 को उपायुक्त, बोकारो की अध्यक्षता में आयोजित जिला गंगा समिति (District Ganga Committee) की बैठक की कार्यवाही।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि दिनांक 24.02.2024 को उपायुक्त, बोकारो की अध्यक्षता में आयोजित जिला गंगा समिति (District Ganga Committee) की बैठक में क्रम संख्या 14 में अंकित मामाल इस प्रमण्डल से संबंधित नहीं है। यह मामला भू-गर्भ जल सर्वेक्षण प्रमण्डल, हजारीबाग से संबंधित है।

14	Groundwater is critical @ Ramgarh and Dhanbad (Over exploited)	इस प्रमण्डल से संबंधित नहीं है।
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विश्वासभाजन

28/2/24

कार्यपालक अभियंता

लघु सिंचाई प्रमण्डल, बोकारो।

28/2/24

33221

कार्यपालक अभियंता का कार्यालय ANNEXURE - XII
पेयजल एवं स्वच्छता प्रमंडल, चास/तेनुघाट।

Email ID - eedwsd.chas@gmail.com

पत्रांक :- 469 चास/दिनांक 08.3.24

प्रेषक :-

कार्यपालक अभियंता
पेयजल एवं स्वच्छता प्रमंडल, चास/तेनुघाट।

सेवा में,

सदस्य सचिव, जिला पर्यावरण समिति,
-सह-

वन प्रमण्डल पदाधिकारी
बोकारो वन प्रमंडल बोकारो।

विषय :- O.A No. 200/2014 M C Metha (Applicant) versus Union of India & Ors.
(Respondent) में दिनांक 20.02.2024 को पारित आदेश के संबंध में

प्रसंग :- उपायुक्त बोकारो का ज्ञापांक 290 विवि, दिनांक 27.02.2024
महाशय,

उपरोक्त विषय के संबंध में सूचित करना है कि O.A No. 200/2014 M C Metha
(Applicant) versus Union of India & Ors. (Respondent) में दिनांक 20.02.2024 को पारित आदेश
के संबंध में प्रतिवेदन निम्न प्रकार है-

Bokaro	If passes through the West Bokaro and East Bokaro coalfields. Flows into the Konar River shortly before the latter flows into the Damodar River.	• Polluted with industrial as domestic effluents.	Gram Panchayats / villages on bank of Konar River have open defecation free villages. Every house hold has (IHHL) Individual house hold latrine. Waste water from House hold goes to their kitchen garden and soak pit. A Certificate/Shapathapatra from Mukhiya/PRI members/VWSC are attached.
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विश्वासभाजन

887 02/03/24

कार्यपालक अभियंता
पेयजल एवं स्वच्छता प्रमंडल, तेनुघाट

02/03/24

कार्यपालक अभियंता
पेयजल एवं स्वच्छता प्रमंडल, चास

शपथ-पत्र

प्रमाणित किया जाता है कि ग्राम पंचायत आरंगडीह-दक्षिणी आरंगडीह
दक्षिणी के ग्रामीणों के द्वारा खुले में शौच नहीं किया जाता है हमारे ग्राम पंचायत
में तरल अपशिष्ट प्रबंधन के तहत सभी प्रकार के गंदले जल का निपटान, किचन -
गार्डन एवं सोक पीट के माध्यम से किया जाता है, किसी प्रकार का अपशिष्ट
जल/गंदला जल नदी में नहीं बहाया जाता है।

VWSC सदस्य का हस्ताक्षर

1. रूमंती देवी (मुखिया)
2. मेरी मारिया (जलसहिया)
3. गौतम राम
4. Anur Anur
5. आरती देवी

मेरी मारिया

जल सहिया

आरंगडीह दक्षिणी पंचायत

प्रशासक

जलसहिया सह कोषाध्यक्ष

का हस्ताक्षर

PRI member का हस्ताक्षर

1. Rivan Das (पंचायत)
2. लेख देवी
3. मिना देवी
4. पुत्रा देवी
5. Jagdish Kumar

रूमंती देवी

मुखिया

ग्राम-पंचायत आरंगडीह दक्षिणी

प्रखण्ड-बेरसो

मुखिया-सह-अध्यक्ष,

ग्राम जल एवं स्वच्छता समिति आरंगडीह दक्षिणी

33223
शपथ-पत्र

प्रमाणित किया जाता है कि ग्राम पंचायत अरीडीह पश्चिमीग्राम अरीडीह पश्चिमी के ग्रामीणों के द्वारा खुले में शौच नहीं किया जाता है हमारे ग्राम पंचायत में तरल अपशिष्ट प्रबंधन के तहत सभी प्रकार के गंदले जल का निपटान, किचन - गार्डन एवं सोक पीट के माध्यम से किया जाता है, किसी प्रकार का अपशिष्ट जल/गंदला जल नदी में नहीं बहाया जाता है।

VWSC सदस्य का हस्ताक्षर

1. देवती कुमारी (मुखिया)
2. किरण देवी (जलसहिष्णु)
3. खिताब महतो
4. नृपति देवी
5. कुमेश महतो

PRI member का हस्ताक्षर

1. रामु खोनी
2. नरेश भादव
3. खोनी देवी
4. जीता देवी
5. पूरुपलता देवी

Kiran Devi
जलसहिष्णु सह कोषाध्यक्ष
01/03/24
का हस्ताक्षर

मुखिया-सह-अध्यक्ष,

ग्राम जल एवं स्वच्छता समिति.....

Devanti Kumari
मुखिया 03/24

ग्राम पंचायत अरीडीह पश्चिमी
प्रखण्ड-बेरभो (बोकारो)

शपथ-पत्र

प्रमाणित किया जाता है कि ग्राम पंचायत बेरमो पश्चिमी ग्राम बेरमो पश्चिमी के ग्रामीणों के द्वारा खुले में शौच नहीं किया जाता है हमारे ग्राम पंचायत में तरल अपशिष्ट प्रबंधन के तहत सभी प्रकार के गंदले जल का निपटान, किचन - गार्डन एवं सोक पीट के माध्यम से किया जाता है, किसी प्रकार का अपशिष्ट जल/गंदला जल नदी में नहीं बहाया जाता है।

VWSC सदस्य का हस्ताक्षर

1. आरती देवी कुमारी (मुखिया)
2. अर्चना कोस (जलपट्टिका)
3. लक्ष्मी देवी (कार्ड)
4. मनीश (कार्ड)
5. आनंद प्रसाद (फक)

PRI member का हस्ताक्षर

1. दिपक कुमारी (फक)
2. किरण देवी
3. रेखा देवी
4. उर्मिला देवी
5. अरुमा देवी

जलसहिया सह कोषाध्यक्ष

का हस्ताक्षर

Archana
जल सहिया
ग्राम जल एवं स्वच्छता समिति
बेरमो पश्चिमी पंचायत

मुखिया-सह-अध्यक्ष,

ग्राम जल एवं स्वच्छता समिति बेरमो पश्चिमी

आरती कुमारी

मुखिया 11/03/2024

ग्राम पंचायत, बेरमो पश्चिमी

प्रखण्ड-बेरमो (बॉफर)

शपथ-पत्र

प्रमाणित किया जाता है कि ग्राम पंचायत रामहरा ग्राम रामहरा के ग्रामीणों के द्वारा खुले में शौच नहीं किया जाता है हमारे ग्राम पंचायत में तरल अपशिष्ट प्रबंधन के तहत सभी प्रकार के गंदले जल का निपटान, किचन - गार्डन एवं सोक पीट के माध्यम से किया जाता है, किसी प्रकार का अपशिष्ट जल/गंदला जल नदी में नहीं बहाया जाता है।

VWSC सदस्य का हस्ताक्षर

1. रतनी देवी
2. श्री. विनीत देवी
3. Mr. Gulab Saneer
- 4.
- 5.

ज्योति देवी

ग्राम + पंचायत - रामहरा
जलसहिया सह कोषाध्यक्ष

का हस्ताक्षर

PRI member का हस्ताक्षर

1. किरादेवी (अध्यक्षिया)
2. ROSE Anipanyalxo (गार्डन)
3. सीता देवी (गार्डन)
- 4.
- 5.



मुखिया-सह-अध्यक्ष,

ग्राम जल एवं स्वच्छता समिति रामहरा

शपथ-पत्र

प्रमाणित किया जाता है कि ग्राम पंचायत ससबेड़ा पूर्वी ग्राम ससबेड़ा पूर्वी
 के ग्रामीणों के द्वारा खुले में शौच नहीं किया जाता है हमारे ग्राम पंचायत
 में तरल अपशिष्ट प्रबंधन के तहत सभी प्रकार के गंदले जल का निपटान, किचन -
 गार्डन एवं सोक पीट के माध्यम से किया जाता है, किसी प्रकार का अपशिष्ट
 जल/गंदला जल नदी में नहीं बहाया जाता है।

VWSC सदस्य का हस्ताक्षर

1. वासुदेव चादव
2. सावित्री देवी
3. सुपासी देवी
4. Siman Devi
5. Archana Kumari

सुषमा देवी

जलसहिया सह कोषाध्यक्ष

का हस्ताक्षर

PRI member का हस्ताक्षर

1. Shashi Kumari
2. वीणा कुमारी
3. Meena Sharma
4. Archana Kumari
5. वासुदेव चादव

Shashi Kumari
 मुखिया

ग्राम पंचायत- ससबेड़ा पूर्वी
 मुखिया-सहयोगी (बोकारो)

ग्राम जल एवं स्वच्छता समिति.....

शपथ-पत्र

प्रमाणित किया जाता है कि ग्राम पंचायत खन्हरा ग्राम करमाटांड
के ग्रामीणों के द्वारा खुले में शौच नहीं किया जाता है हमारे ग्राम पंचायत
 में तरल अपशिष्ट प्रबंधन के तहत सभी प्रकार के गंदले जल का निपटान, किचन -
 गार्डन एवं सोक पीट के माध्यम से किया जाता है, किसी प्रकार का अपशिष्ट
 जल/गंदला जल नदी में नहीं बहाया जाता है।

VWSC सदस्य का हस्ताक्षर

1. रंजीत रविदास
2. लालप्रसाद शोरेन
3. विठान भरोसी
- 4.
- 5.

सराज देवनाथ

ग्राम जल एवं स्वच्छता समिति
 करमाटांड (खन्हरा)
 जल सहिया

जलसहिया सह कोषाध्यक्ष
 का हस्ताक्षर

PRI member का हस्ताक्षर

1. राजकुमारी देवी वडिसहस्य
2. Nuri Devi वडिसहस्य-८
3. शिवचन्द मांकी वडिसहस्य-९
- 4.
- 5.

(B) 

मुखिया-सह-अध्यक्ष,
 ग्राम जल एवं स्वच्छता समिति...करमाटांड

33228



ANNEXURE - XIII

जिला खनन कार्यालय, बोकारो।

पत्रांक 464 / खनन

बोकारो

दिनांक 09/03/2024

प्रेषक,

जिला खनन पदाधिकारी,
बोकारो।

सेवा में,

प्रभारी पदाधिकारी,
विधि शाखा, बोकारो।

विषय :-

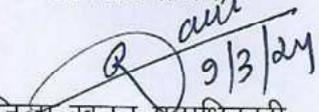
माननीय NGT, New Delhi के Original Application No. 200/2014 में दिनांक 20/02/2024 को पारित आदेश के अनुपालन में जिला खनन कार्यालय, बोकारो से संबंधित वांछित प्रतिवेदन उपलब्ध कराने के संबंध में।

महाशय,

उपर्युक्त विषयक, माननीय NGT, New Delhi (PB) के Original Application No. 200/2014 में दिनांक 20/02/2024 को पारित आदेश के अनुपालन में जिला खनन कार्यालय, बोकारो से संबंधित वांछित प्रतिवेदन इस पत्र के साथ संलग्न कर अग्रेत्तर कार्रवाई हेतु उपलब्ध करायी जा रही है।

अनुलग्नक :- यथोक्त

विश्वासभाजन

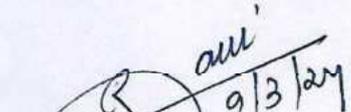

जिला खनन पदाधिकारी,
बोकारो।

ज्ञापांक 464 / खनन

बोकारो

दिनांक 09/03/2024

प्रतिलिपि :- उपायुक्त, बोकारो को सादर सूचनार्थ प्रेषित।


जिला खनन पदाधिकारी,
बोकारो।

District Mining Office, Bokaro

VII. Mining and Stone Crushing in river bed and flood plain zone of River Ganga and its tributaries:

No Stone or clay mining leases have been granted in the river bed and/or flood plain zone of the tributaries of River Ganga falling in the district of Bokaro.

District Survey Report (Sand) has been prepared for the district of Bokaro in terms of Enforcement of EMGSM 2020 and Sustainable sand mining management guidelines, 2016. As per the DSR (Sand) there are 06 Category I sand ghats and 07 Category II sand ghats in the district of Bokaro.

The financial bidding of Category II sand ghats has been completed by the district level committee and the proposal has been sent to Jharkhand State Mineral Development Corporation for further action. Environmental clearance certificate has not been issued for the Category II sand ghats in absence of the SEIAA/SEAC committee for the State of Jharkhand.

Action is taken against instances of illegal mining, transportation and storage of minor mineral sand by the District Task Force constituted under the Chairmanship of Deputy Commissioner, Bokaro.

The details of action taken against illegal mining, transportation and storage of minor mineral sand are enumerated below:-

Financial Year	Name of mineral	Qty. of mineral	No. of Vehicles Seized	No. of FIR	Penalty realized	Remarks
2021-22	Sand	449.20 Tonne	115	11	12,79,000	
2022-23	Sand	12142.80 Tonne	126	81	61,85,000	
2023-24 (Upto February, 24)	Sand	4420 Tonne	96	46	46,66,000	

In addition to this, Confiscation proceedings have been initiated against vehicles found involved in illegal mining, transportation and storage of minor mineral sand. In order to prevent illegal mining, transportation and storage of minerals various check posts were established vide memo no. 1668, dated 31/05/2022, at the identified routes and Magistrates deputed to keep strict vigil and to take action against any such instances.

Q. aui
5/3/24.
District Mining Officer,
Bokaro.

उपायुक्त-सह-जिला दण्डाधिकारी का कार्यालय, बोकारो।

30

(जिला विकास शाखा)

दिनांक 12.01.2024 को उपायुक्त, बोकारो की अध्यक्षता में नमामि गंगे से संबंधित बैठक की कार्यवाही।

उपस्थिति :-

1. उपायुक्त, बोकारो।
2. उप विकास आयुक्त, बोकारो।
3. वन प्रमण्डल पदाधिकारी, बोकारो।
4. सिविल सर्जन, बोकारो।
5. अपर नगर आयुक्त, चास नगर निगम, बोकारो।
6. कार्यपालक पदाधिकारी, फुसरो नगर परिषद।
7. कार्यपालक अभियन्ता, पथ निर्माण विभाग, बोकारो।
8. कार्यपालक अभियन्ता, ग्रामीण कार्य विभाग, कार्य प्रमण्डल, बोकारो।
9. कार्यपालक अभियन्ता, पेयजल एवं स्वच्छता प्रमण्डल, चास
10. कार्यपालक अभियन्ता, लघु सिंचाई प्रमण्डल, बोकारो।
11. जिला जन सम्पर्क पदाधिकारी, बोकारो।
12. क्षेत्रीय पदाधिकारी, झारखण्ड प्रदूषण नियंत्रण पर्वद, बोकारो।

सर्वप्रथम बैठक में उपस्थित सभी सदस्यों का स्वागत करते हुए बैठक की कार्यवाही प्रारंभ की गई।

1. "नमामि गंगे" योजनान्तर्गत राष्ट्रीय स्वच्छ गंगा मिशन, नई दिल्ली द्वारा जारी वार्षिक कार्य योजना 2023-2024 के अनुसार दिनांक- 15.01.2024 से 17.01.2024 तक प्रचार-प्रसार एवं व्यापक जन-जागरूकता हेतु "विशेष अभियान" कार्यक्रम का आयोजन किया जाना है। जिसके तहत पंचायत स्तर, प्रखंड स्तर एवं जिला स्तर पर गंगा दौड़/गंगा मैराथन/साइकिल दौड़ आदि कार्यक्रम का आयोजन किया जाना है।

उक्त कार्यक्रमों का आयोजन करवाने हेतु कार्यक्रम का तिथिवार कार्य योजना निम्नवत् है:-

क्र०सं०	दिनांक	कार्यक्रम
1.	15.01.2024	पंचायत स्तर पर गंगा दौड़/गंगा मैराथन/साइकिल दौड़ प्रतियोगिता का शुभारंभ एवं सभी प्रतियोगिता के विजयी सदस्यों को पुरस्कार वितरण समारोह।
2.	16.01.2024	प्रखंड स्तर पर गंगा दौड़/गंगा मैराथन/साइकिल दौड़ प्रतियोगिता का शुभारंभ एवं सभी प्रतियोगिता के विजयी सदस्यों को पुरस्कार वितरण समारोह।
3.	17.01.2024	जिला स्तर पर गंगा दौड़/गंगा मैराथन/साइकिल दौड़ प्रतियोगिता का शुभारंभ एवं सभी प्रतियोगिता के विजयी सदस्यों को पुरस्कार वितरण समारोह।

उक्त कार्यक्रम का आयोजन विभिन्न पंचायतों, प्रखंडों एवं जिला में करवाने हेतु जिला गंगा समिति द्वारा नोडल पदाधिकारी, नमामि गंगे योजना, बोकारो को आवश्यक निर्देश दिया गया।

2. राष्ट्रीय स्वच्छ गंगा मिशन से प्राप्त निदेश के आलोक में बोकारो जिला में "नमामि गंगे" अन्तर्गत अनुबंध पर जिला परियोजना पदाधिकारी (District Project Officer) के पद पर नियुक्ति के संबंध में विचार-विमर्श किया गया। जिसमें नोडल पदाधिकारी नमामि गंगे योजना, बोकारो द्वारा जानकारी दी गयी कि जिला परियोजना पदाधिकारी (District Project Officer) की नियुक्ति हेतु कुल 74 (चौहत्तर) आवेदन प्राप्त हुए थे। उक्त 74 (चौहत्तर) आवेदन पत्रों की Screening/Scrutiny गठित समिति द्वारा किया गया।

उक्त समिति के द्वारा विज्ञापन में दिए गए दिशा-निर्देशों के आलोक में प्राप्त 74 (चौहत्तर) आवेदन पत्रों में से 22 (बाईस) योग्य अभ्यर्थियों का चयन कर साक्षात्कार में भाग लेने हेतु प्रतिवेदन उपलब्ध करा दिया गया तथा इस पर अग्रेतर कार्रवाई की जा रही है।

अध्यक्ष जिला गंगा समिति के द्वारा विभाग से प्राप्त दिशा-निर्देश के आलोक में नियुक्ति की प्रक्रिया शीघ्र पूर्ण करने का निर्देश नोडल पदाधिकारी नमामि गंगे योजना, बोकारो को दिया गया।

3. अध्यक्ष जिला गंगा समिति के द्वारा आगामी 26 जनवरी गणतंत्र दिवस के शुभ अवसर पर "नमामि गंगे" योजना के संबंधित जागरूकता हेतु झाँकी निकालने का निर्देश नोडल पदाधिकारी को दिया गया।
4. उपायुक्त, बोकारो द्वारा प्रतिमाह "जिला गंगा समिति" की बैठक की कार्यवाही राज्य स्वच्छ गंगा मिशन को उपलब्ध कराने एवं Digital Dashboard Ganga District Performance Monitoring System (GDPMS) पर प्रतिवेदन अपलोड कराने हेतु निर्देश दिया गया।

अंत में धन्यवाद ज्ञापन के साथ बैठक की कार्यवाही समाप्त की गई।

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उपायुक्त,
बोकारो।

ज्ञापांक...55...../वि०, बोकारो/ दिनांक..13.10.2024

प्रतिलिपि :- सभी संबंधित पदाधिकारी, बोकारो को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

प्रतिलिपि :- परियोजना निदेशक, राज्य स्वच्छ गंगा मिशन, नगर विकास एवं आवास विभाग, झारखण्ड, रांची को सादर सूचनार्थ प्रेषित।

—
13.10.24
उपायुक्त,
बोकारो।

33232

उपायुक्त-सह-जिला दण्डाधिकारी का कार्यालय, बोकारो।
(जिला विकास शाखा)

दिनांक 06.03.2024 को उपायुक्त, बोकारो की अध्यक्षता में "जिला गंगा समिति" के बैठक की कार्यवाही।

उपस्थिति :-

1. उपायुक्त, बोकारो।
2. उप विकास आयुक्त, बोकारो।
3. वन प्रमण्डल पदाधिकारी, बोकारो।
4. सिविल सर्जन, बोकारो।
5. अपर नगर आयुक्त, चास नगर निगम, बोकारो।
6. कार्यपालक पदाधिकारी, फुसरो नगर परिषद।
7. कार्यपालक अभियन्ता, पथ निर्माण विभाग, बोकारो।
8. कार्यपालक अभियन्ता, ग्रामीण कार्य विभाग, कार्य प्रमण्डल, बोकारो।
9. कार्यपालक अभियन्ता, पेयजल एवं स्वच्छता प्रमण्डल, चास
10. कार्यपालक अभियन्ता, लघु सिंचाई प्रमण्डल, बोकारो।
11. जिला जन सम्पर्क पदाधिकारी, बोकारो।
12. क्षेत्रीय पदाधिकारी, झारखण्ड प्रदूषण नियंत्रण पर्षद, बोकारो।

सर्वप्रथम बैठक में उपस्थित सभी सदस्यों का स्वागत करते हुए बैठक की कार्यवाही प्रारंभ की गई।

1. "नमामि गंगे" योजनान्तर्गत राष्ट्रीय स्वच्छ गंगा मिशन, नई दिल्ली द्वारा जारी वार्षिक कार्य योजना 2023-2024 के अनुसार दिनांक- 16.03.2024 से 31.03.2024 तक स्वच्छता पखवाड़ा का आयोजन किया जाना है। जिसके तहत स्कूल, कॉलेज, युवाओं एवं महिलाओं को जागरूक करने हेतु आवश्यक निदेश दिया गया। (अनुपालन:- DEO, NYKS, NSS, NCC and Civil Defence Volunteers)
2. चास नगर निगम एवं फुसरो नगर परिषद को गरगा एवं दामोदर नदी Surface Water Cleaning Theme के तहत Drainage System के द्वारा प्रदूषित जल को गरगा एवं दामोदर नदी में जाने से रोकने के लिए नालियों पर जाली लगाने का निदेश दिया गया। (अनुपालन:- चास नगर निगम एवं फुसरो नगर परिषद)
3. जिले के विभिन्न औद्योगिक इकाइयों से निकलने वाली औद्योगिक अपशिष्टों के जल स्रोतों में निस्तारित वर्तमान स्थिति से अवगत कराने एवं उसके रोकथाम हेतु आवश्यक कदम उठाने का निदेश दिया गया। इस संबंध में क्षेत्रीय पदाधिकारी, झारखण्ड प्रदूषण नियंत्रण पर्षद, बोकारो को सभी औद्योगिक इकाइयों से आवश्यक पत्राचार करने का निदेश दिया गया। (अनुपालन:- क्षेत्रीय पदाधिकारी, झारखण्ड प्रदूषण नियंत्रण पर्षद, बोकारो एवं सभी औद्योगिक प्रतिष्ठान, बोकारो जिला)

4. बोकारो जिला में Wetland Development Plan के प्रारूपण के लिए वन प्रमण्डल पदाधिकारी, बोकारो, चास नगर निगम एवं फुसरो नगर परिषद को जिले में विभिन्न Wetland Site को चिन्हित करने का निदेश दिया गया । (अनुपालन:- वन प्रमण्डल पदाधिकारी, बोकारो, चास नगर निगम एवं फुसरो नगर परिषद)
5. National Green Tribunal से संबंधित Original Application No. 200/2014 MC Mehta (Applicant) Vs. Union of India & Ors. (Respondent) अप्राप्त प्रतिवेदन संबंधित विभाग एवं औद्योगिक इकाइयों से अतिशीघ्र उपलब्ध कराने का निदेश दिया गया। (अनुपालन:- वन प्रमण्डल पदाधिकारी, बोकारो एवं सभी संबंधित औद्योगिक इकाइयों)
6. उपायुक्त, बोकारो द्वारा प्रतिमाह "जिला गंगा समिति" की बैठक की कार्यवाही राज्य स्वच्छ गंगा मिशन को उपलब्ध कराने एवं Digital Dashboard Ganga District Performance Monitoring System (GDPMS) पर प्रतिवेदन अपलोड कराने हेतु निदेश दिया गया।

अंत में धन्यवाद ज्ञापन के साथ बैठक की कार्यवाही समाप्त की गई।


उपायुक्त,
बोकारो।

ज्ञापांक...402.../वि०, बोकारो/ दिनांक..12/03/2024

प्रतिलिपि :- सभी संबंधित पदाधिकारी, बोकारो को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

प्रतिलिपि :- परियोजना निदेशक, राज्य स्वच्छ गंगा मिशन, नगर विकास एवं आवास विभाग, झारखण्ड, रांची को सादर सूचनार्थ प्रेषित।


उपायुक्त,
बोकारो।

