

Factual and action taken report w.r.t. the orders dated 15.07.2020 of Hon'ble National Green Tribunal in O.A. no. 125/2020 titled " Kulwant Singh & Ors vs Union of India and Others.

(A) BACKGROUND :

A complaint was received from the residents of village Raipur, Distt. Mansa on 28.09.2018 regarding air pollution / blowing of fly ash into atmosphere by M/s Talwandi Sabo Power Ltd. (TSPL), Village Banawala, Distt. Mansa and damage of the crop adjoining the premises of the industry i.e. M/s TSPL. To verify the facts regarding the said complaint, the area was visited by the officers of the Punjab Pollution Control Board on 29.09.2018 in the presence of the complainants. It was observed that the industry had re-commissioned all its three units after shut down of three days on 26.09.2018. During starting process after shut down, the industry uses Liquid fuel such as LDO / HFO instead of coal and during this period, the emissions are bye-passed without passing through Air Pollution Control Devices (APCD's) installed by the industry as these devices are designed for coal based fuel only. Also, LDO / HFO base emissions cannot be passed through the electrostatic precipitators (APCD) due to technical reason. The industry was given an opportunity of personal hearing before the Chairman, Punjab Pollution Control Board (PPCB) on 27.11.2018, wherein the representative of the industry submitted that during start up of the plant after shut down, the APCD's i.e. ESP's are bypassed till flue gas temperature reaches 110 °C to 120°C and start-up time of power plant to take coal mill system & ESP system in line is more than 24

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hours approximately. During hearing, the Chairman, Punjab Pollution Control Board decided as under:-

1. The industry will study in depth how start-up time of plant can be minimized and submit report to the Board.
2. The industry will submit detailed action plan of stored pond ash utilization; within a month.
3. The industry will take up CSR activities for overall development of neighbouring villages.

The Chief Agricultural Officer, Mansa was also requested vide PPCB letter no. 6294 dtd. 08.10.2018 to send a conclusive report regarding the damage done to the crops alongwith area in acres in which this damage has occurred. The Deputy Commissioner, Mansa was also apprised about the situation / status of the complaint vide Board's letter no. 6426 dated 17.10.2018.

- The same complaint was also given by the residents of village Raipur, Distt. Mansa to District Administration for seeking compensation for their damaged crops. The matter was enquired by the then SDM, Mansa and as per the contents of his enquiry report, the Naib Tehsildar, Sardulgarh has reported vide letter no. 30/RE-2 dated 24.01.2019 that the fly ash of thermal power plant was found lying in an area of about 965 acres of village Raipur. The SDM heard this complaint u/s 133 of the CrPC and had assessed the compensation amounting Rs. 84,99,574/- (Rs. 83,04,912 for damaging 528 acres cotton crop and Rs. 1,94,662 for damaging 375 acres of paddy crop). The SDM, Mansa vide its DO letter 669 dt. 30.04.2019 had sent its enquiry

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report to PPCB for taking necessary action in the matter. Since the enquiry was conducted u/s 133 of CrPC and compensation was imposed under the said provisions by the District Administration, however the Punjab Pollution Control Board has no provision under the Air (Prevention & Control of Pollution) Act, 1981 to collect / impose the Environmental Compensation.

Now, the applicant has filed O.A. no. 125/2020 in the Hon'ble National Green Tribunal and has prayed that M/s TSPL should pay Environmental Compensation for the damage to the environment and the agriculture fields on account of un scientific management of fly ash. It has also been prayed that on account of such activities, radioactive and heavy metals in coal and fly ash have affected the soil, apart from air pollution caused on account of emissions from the plant of M/s TSPL. The Hon'ble National Green Tribunal is pleased to pass an order dated 15.07.2020 directing that a joint committee comprising of CPCB, State PCB, SEIAA, Punjab and District Magistrate, Mansa to furnish a factual and action taken report including restoration plan for damage to the environment and assessment of realistic compensation of the damage caused within a period of three months. The nodal agency for compliance will be State PCB. The joint committee may give an opportunity to unit in question of giving its view point which may be independently verified.

(B) OBSERVATIONS

1. In compliance to the Hon'ble NGT order dated 15.07.2020, the following officers have been nominated by the concerned departments for the joint committee : -



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- (ii) Sh. Mohinder Paul, IAS, Deputy Commissioner-cum-District Magistrate, Mansa.
 - (iii) Sh. Suneel Dave, Additional Director, CPCB, New Delhi.
 - (iv) Dr. Sunil Mittal, Member SEIAA, Department of Environment, Science & Technology, Central University, Bathinda.
 - (v) Er. Tejinder Kumar, Senior Environmental Engineer, PPCB, Bathinda.
2. The joint committee held a meeting on 06.10.2020 in the office of Deputy Commissioner, Mansa and deliberated the issues. It was decided during the meeting to visit the industry i.e. Talwandi Sabo Power Ltd., (TSPL) to take its view point as well as to verify various pollution control devices installed by the power plant. Accordingly, M/s TSPL was visited by the committee members on the same day i.e. 06.10.2020 and verified the pollution control devices, online continuous monitoring system (OCMS) as well as ash handling area. After the visit, the industry was asked to submit certain documents / information relating to incidental period i.e. for the year, 2018 as well as the current period and the industry requested for some time to submit the requisite documents / information. The committee also discussed the matter with the representative of M/s TSPL for taking their view points in the complaint in question. The representative of the TSPL informed that all the three units of the plant were shut down in the month of September, 2018 on 26.09.2018 due to no demand of electricity and the plant was shut down with the directions of Punjab State Power Corporation Limited (PSPCL), a power regulatory authority in the State of Punjab. They re-commissioned all the three units on 28.09.2018. The representative of the industry further informed that the emissions during plant startup is a common problem in all

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the coal fired Thermal Power Plants in the world till the stabilization of the whole operation. The representative of the industry informed that an expert team i.e. M/s Steag Energy Services Pvt. Ltd., Germany had visited their plant from 15.03.2019 to 23.03.2019 and reviewed operational practices during startup in the industry and subsequently the expert team recommended certain solutions to minimize the startup period. They further informed that earlier a time upto 33 hrs were required for stabilization of plant operation but now they have reduced the time period from 33 hrs to 11hrs by adopting certain practices, the detail of which is as under :

- (i) Boiler filling and coal flushing done through booster pumps.
- (ii) Charging of High Pressure Heater from Cold Re-heater after charging High Pressure / Low Pressure bye-pass (before turbine rolling) and periodical cleaning of Secondary Coil Air Pre Heater.
- (iii) High Pressure Turbine casing preheating from auxiliary steam before charging from High Pressure /Low Pressure bye-pass done at 210°C.
- (iv) Installed upgraded oil gun igniters.
- (v) Using 100% LDO as startup fuel in lieu of HFO and LDO as combined liquid fuel.

Accordingly, the industry has provided the information to the committee intimating that by adopting the above measures the following have been achieved :

I. Reduction in startup time period

- (a) During cold start-up – Reduction from 24 hrs to 18 hrs.
- (b) During warm start-up - Reduction from 9 hrs to 4.5 hrs.



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(c) During Hot start-up – Reduction from 3.5 hrs to 1.5 hrs.

a. Reduction in the liquid fuel consumption resulting in less generation of emissions :

Year	Consumption of liquid fuel (in KL)
2017-18	6045 KL
2018-19	3540 KL
2019-20	1790 KL

➤ Thereafter, the committee visited M/s TSPL on 06.10.2020 and it was observed as under : -

- i. The industry was in operation.
- ii. The industry has installed 3 no. units of capacity 660 MW each (Total 1980 MW).
- iii. The industry has installed Electro Static Precipitators (ESP's) followed by bag filters as Air Pollution Control Devices with each of the unit separately.
- iv. Total land area of the industry is around 2100 acres out of which 33% of the area i.e. 700 acres is developed under green belt and the year wise detail as submitted by the industry of the plantation developed by it is as under : -

Year	Area covered in Acres
2011-12	12.51
2012-13	138.00
2014-15	84.00
2015-16	264.19
2016-17	202.82
Total	701.52



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- v. The industry is having valid consents under the provisions of Water Act, 1974 & Air Act, 1981, with validity upto 31.03.2023.
- vi. The industry has installed online continuous emission monitoring system on all its stacks for the parameters Particulate matter, SO₂ & NO_x. During visit, it was observed that the conc. of PM was below 50 mg/Nm³ (permissible limit) in all the stacks.
- vii. As per the data provided by the industry, the detail of the ash content in the raw coal, washed coal and imported coal is as per the table provided below :

Coal Receipts Details						
	FY17-18		FY18-19		FY19-20	
	Quantity, MT	Ash %	Quantity, MT	Ash %	Quantity, MT	Ash %
Raw Coal	47,13,941	40.35	52,33,995	38.07	34,81,425	39.92
Washed Coal	0	--	9,37,430	32.79	12,82,842	33.18
Imported Coal	8,28,416	5.64	10,53,505	6.58	8,93,864	15.38

To meet the requirement of 34% of the ash content in the coal, the industry is blending the imported coal of low ash content with the Indian coal to meet the legal requirement. Also, as per the data provided by the industry, it was observed that the APCD's are designed for handling the coal having 42% of the ash content and presently the ash content in the coal is less than the said percentage and as such there is no requirement for upgradation of the APCD's.

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- viii. The industry has submitted the data regarding total ash generated and its utilization for the year 2018-19, 2019-20 & 2020-21 (upto November, 2020) and the detail of the same is as under :

Year	Dry Fly ash (MT)	Bottom ash (MT)	Total Ash Generated (MT)	Dry Fly ash Utilization (MT)	% of Dry Fly ash Utilization w.r.t. dry fly ash generation	Bottom ash utilization (MT)	Pond ash utilization (MT)	Total Utilization (MT)	% of total ash Utilization w.r.t. Total ash generation
2018-19	1857568	433542.6	2291110	1441089	77.6%	261912.9	795816.7	2498818	109%
2019-20	1720422	147961.4	1868384	1466409	85.2%	28695.5	512743.9	2007849	107%
2020-21 (upto Nov. 2020)	965880	119186	1085066	307084	32%	0	42387	349471	32.21%

The utilization of the fly ash is to the cement plants and brick kilns directly from the silos through the ash bulkers as per the agreements executed between them (Annexure-I) and the remaining fly ash is disposed off into the ash dykes (which is about 94.7 hectares in area) alongwith the bottom ash.

- ix. The bottom ash which is disposed off into the ash dykes constitutes approx. 60% of the ash and 40% of the water and as such the moisture content in the ash lying in the dykes (pond ash) is maintained, preventing it from being air borne. Also, it was found during the visit to the ash dyke area that the dyke is covered with the vegetation like sarkandas to prevent the ash from being air borne. The total dyke capacity is 6.9 MMT and as per the record maintained by the industry, the current ash lying in

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the dyke is approximately 2.5 MMT and the balance storage capacity would be lasting till 2028.

- x. The industry has installed online continuous emission monitoring system on all its stacks and maintaining the record of the same. As per the record maintained by the industry, the average conc. of PM, NOX & SOX on 28.09.2018 was 64.28 mg/Nm³, 390.96 PPM & 1523.27 PPM respectively. The average wind velocity on that day was 19.24 m/sec towards the south west direction which could have resulted in adequate dispersion of the pollutants in the vicinity of the plant.
 - xi. The team also visited the crop area which was reported to be affected during emitting of ash contents on 28.09.2018. It was observed that there were no traces leftover of fly ash / coal dust due to the passage of time of ash contents in and around the crop area.
- The industry has also got conducted the study on radioactivity and heavy metal contents in coal and fly ash of the industry during September, 2018 to March, 2019 from CSIR – Central Institute of Mining & Fuel Research, Barwa Road, Dhanbad, Jharkhand. The institute collected the samples of coal (Indian coal, imported coal, washed coal & mixed coal), dry fly ash, bottom ash & pond ash and its leachate. The report finds that there is dominance of Fe, Mn, Cr & Zn in the coal and coal residue of TSPL. The report concludes that the conc. of heavy metals in Indian coal are higher as compared to imported coal. Radionuclides activity for ²³³U (109+2Bq/kg) ²²⁶Ra(107+2 Bq/kg), and ⁴⁰K (219+3 Bq/kg) in the analyzed fly ash of TSPL are lower than the world average radionuclides activity in fly ash.

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Recommendations :

1. The industry is required to develop green belt as per the guidelines of the CPCB / wind barrier to prevent the coal dust and fly ash being escaped from its premises. It is also essential to provide a buffer zone of appropriate width between the coal handling area and the boundary wall towards the prominent wind direction i.e. south west direction.
2. That a study may be allocated and concluded using air quality models and tools for providing an appropriate assessment of impact being caused due to TSPL operation in the given region and what concentrations of PM, SO₂ and NO_x expected to have caused any damage to human life and agriculture in particular and environment in general and the industry is also required to prepare an action plan based on the findings and conclusion drawn from the study, which is to be implemented in time bound manner.
3. The industry will undertake ground water monitoring in a radius of 10 km from the ash dyke to ascertain the impact of leaching, (if any) through a well designed network i.e. fixed borewells, periodically.
4. That the industry shall undertake the validation of online emission data captured by Online Continuous Emission Monitoring System on 6 monthly basis and provide its report to SPCB for further analysis.
5. The industry is required to maintain a pucca approach road towards the ash dyke area and ensure proper housekeeping and removal of deposition of ash on road, if any.
6. It was felt by the committee that realistic assessment of compensation of the incident occurred about 2 years ago could not be assessed due to lack of

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evidences and the committee is on agreement with the Environmental Compensation amounting to Rs. 84,99,574/- as estimated by the District Administration.

7. Based on the data / information provided by the industry, it is clear to the committee that the industry has not utilized the fly ash as per MoEF& CC notification dated 25.01.2016, however, the industry has demonstrated the efforts made towards the utilization of fly ash so as to comply with the notification and therefore it is recommended that the industry may be asked to explore for more avenues for fly ash utilization.



Er. Tejinder
Kumar, Senior
Environmental
Engineer, PPCB,
Bathinda



Dr. Sunil Mittal, Member
SEIAA, Deptt. of
Environment, Science &
Technology, Central
University, Bathinda



Sh. Suneel Dave,
Additional Director,
CPCB, New Delhi



Sh. Mohinder Paul,
IAS
Deputy
Commissioner,
Mansa



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AG 358716

19/6/2020

This Agreement shall be deemed to have been executed with effect from 19.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

and

M/s Jindal Cement, having its registered office at Kotkapura, Punjab, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.

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3. The Buyer is a company engaged in the business of Fly Ash SME. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (19.06.2020); (19/6/2020)
- H. **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority,

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instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;

- I. **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. **"Term"** the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- D. The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- E. The words "include" and "including" are to be construed without limitation.
- F. Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

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4. Commodity, Quantity and Delivery Terms

A. Name of the Commodity: Dry Fly Ash (DFA)

B. Quantity: The Buyer shall be obligated to lift Monthly Contracted Quantity of 1000 MT & the seller shall provide the quantity subject to total availability at seller's thermal power plant on priority.

5. Price and Payment Terms

A. The basic price of Commodity shall be INR per MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulklers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss

A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

A. Commodity shall be supplied on Ex. Works TSPL Basis.

B. The delivery point of the Commodity shall be at the silos of the Seller.

C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

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D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @ Rs per MT. Such penalty shall be calculated and payable on monthly basis.

9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.

9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equivalent to 2% of total contracted value (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

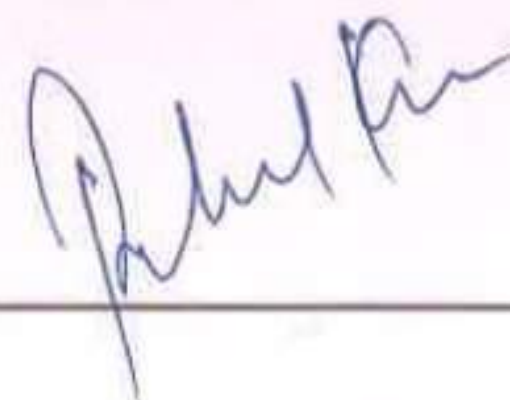
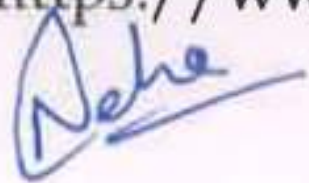
Standard terms and conditions attached as Annexure I

Supplier/Buyer Code of conduct attached as Annexure II

Sustainability Policy attached as Annexure III

Bulker checklist Annexure IV

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>



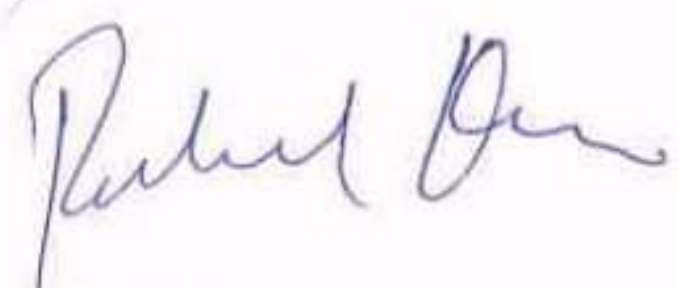
IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited


(Signature)
MANSA
151505
Mr. Vikas Sharma Vashisht
(Head - Ash Mgmt. & Stores)


(Signature)
Ms. Neha
(Associate- Ash Sales)

For Jindal Cement


(Authorised Signatory)
Name : RAHUL K JINDAL



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AG 358727

AGREEMENT FOR SALE OF FLY ASH

This Agreement ("Agreement") has been entered into at Mansa, Punjab on 21st August 2020.

BETWEEN

M/S TALWANDI SABO POWER LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa – 151 302, Punjab, India, hereinafter collectively referred to as "**the Seller/Company**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

M/S SHREE ASHTECH PRIVATE LIMITED, having its registered office at VP-Jharli, Haryana, India, hereinafter referred to as "**the Buyer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Buyer and the Seller are hereinafter individually referred to as the "**Party**" and jointly referred to as the "**Parties**".

WHEREAS

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1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, **Fly-Ash** is also generated as a by-product (hereinafter referred to as "**Commodity**").
2. The Seller intends to utilize the Commodity generated at its plant in an environmentally friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by the Ministry of Environment, Forest and Climate Change (MoEF & CC).
3. The Buyer is a company engaged in the business of **Fly Ash Trader** and has approached the Seller to purchase Commodity for its business needs .
4. The Seller has agreed to sell Commodity to the Buyer on terms and conditions stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

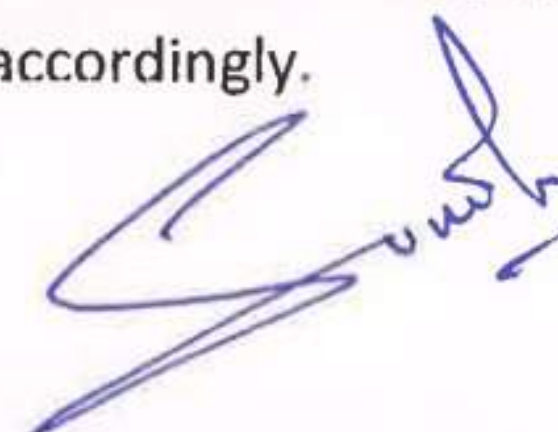
1.1 DEFINITIONS

For the purpose of this Agreement, the following:

- 1.1.1 "**Agreement**" shall mean this Agreement together with all its schedules, annexures addendums and amendments, from time to time.
- 1.1.2 "**Commodity**" shall mean and include the qualities of the Dry Fly Ash (DFA) generated from the thermal plant of the Seller as described under this Agreement.
- 1.1.3 "**Agreement Addendum**" means, in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction.
- 1.1.4 "**Day**" shall mean a calendar day.
- 1.1.5 "**Metric ton**" or "**MT**" shall mean 1,000 kilograms.
- 1.1.6 "**Month**" shall mean a calendar month.

1.2 INTERPRETATION

- 1.2.1 References to the singular shall include references to the plural and vice versa.
- 1.2.2 All fractions shall be calculated on pro-rata basis.
- 1.2.3 References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- 1.2.4 The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- 1.2.5 The words "include" and "including" are to be construed without limitation.
- 1.2.6 Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.



- 1.2.7 The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

2 SCOPE OF AGREEMENT

In consideration of the payments to be made by the Buyer under this Agreement, the Seller agrees to sell the Commodity to the Buyer in accordance with the specifications provided under this Agreement.

3 COMMODITY, QUANTITY AND DELIVERY TERMS

3.1 **Name of the Commodity:** Dry Fly Ash (DFA)

3.2 **Quantity:** The Buyer shall be obligated to lift Monthly Contracted Quantity of **1500 MT**. However, the Monthly Contracted Quantity may be reduced by Seller at its sole discretion. However, it is agreed between the parties that the Seller shall not be obligated for providing the Monthly Contracted Quantity.

3.3 **Period of Agreement:**

3.3.1 This Agreement shall be effective from 21.08.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.

3.3.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

4 PRICING AND PAYMENT TERMS

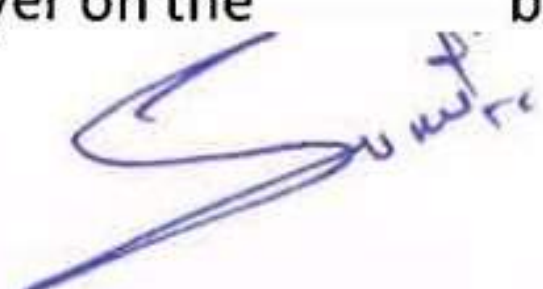
4.1 The basic price of Commodity shall be **INR** per MT + **Taxes** as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

4.2 The Buyer shall make advance payment for fly ash lifting to the Seller

5 PENALTY

5.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @ Rs. per MT. Such penalty shall be calculated and payable on monthly basis.

5.2 The Penalty for a month shall be communicated by Seller to Buyer on the basis.



- 5.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples:

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Penalty=

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

Penalty=

6. WEIGHMENT AND INVOICING

- 6.1 Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulkiers. The weighment at TSPL weighbridge shall be considered as final.

7 LOADING/TRANSPORTATION

- 7.1 Commodity shall be supplied on Ex. Works TSPL Basis.
- 7.2 The delivery point of the Commodity shall be at the silos of the Seller
- 7.3 Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

8. TITLE AND RISK OF LOSS



- 8.1 The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.
- 8.2 Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

9. INSURANCE

- 9.1 The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

10. SECURITY DEPOSIT

- 10.1 Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount of **INR 5 lacs** (inclusive of taxes and duties).
- 10.2 The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.
- 10.3 The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. TAXES, DUTIES AND COMPLIANCE

- 11.1 All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.



12. STANDARD TERMS AND CONDITIONS

- 12.1 This Agreement shall comprise of the following documents:
- Supplier/Buyer Code of Conduct attached as **Annexure I.**
 - Sustainability Policy attached as **Annexure II.**
 - Bulker Checklist attached as **Annexure III.**



- Standard Terms and Conditions attached as **Annexure IV**.

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

Standard Terms & Conditions attached as '**Annexure IV**' and Supplier/Buyer Code of Conduct attached as '**Annexure I**' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on 21.08.2020 hereinabove written.

**SIGNED AND DELIVERED BY
FOR TALWANDI SABO POWER LIMITED**

Mr. Vikas Sharma Vashisht
(Head- Ash Mgmt. & Stores)
(Company Seal)

Witness-

Neha - Ash Sales, TSPL

**SIGNED AND DELIVERED BY
FOR SHREE ASHTECH PRIVATE LIMITED**

For SHREE ASHTECH PVT. LTD.

Name of Authorized Representative
(Designation)
(Company Seal)

Witness -

Director (SAPL).

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पंजाब PUNJAB

AG 355

AGREEMENT FOR SALE OF FLY ASH

This Agreement ("Agreement") has been entered into at Mansa, Punjab on 21st August 2020.

BETWEEN

M/S TALWANDI SABO POWER LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, hereinafter collectively referred to as "the Seller/Company" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

M/S BENIWAL TRANSPORTER SUPPLIERS, having its registered office at Hisar, Haryana, India, hereinafter referred to as "the Buyer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Buyer and the Seller are hereinafter individually referred to as the "Party" and jointly referred to as the "Parties".

WHEREAS

For Benival Transporter Suppliers
Rajbale
Prop.

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Commodity generated at its plant in an environmentally friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by the Ministry of Environment, Forest and Climate Change (MoEF & CC).
3. The Buyer is a company engaged in the business of Fly Ash Trader and has approached the Seller to purchase Commodity for its business needs .
4. The Seller has agreed to sell Commodity to the Buyer on terms and conditions stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

For the purpose of this Agreement, the following:

- 1.1.1 "Agreement" shall mean this Agreement together with all its schedules, annexures addendums and amendments, from time to time.
- 1.1.2 "Commodity" shall mean and include the qualities of the Dry Fly Ash (DFA) generated from the thermal plant of the Seller as described under this Agreement.
- 1.1.3 "Agreement Addendum" means, in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction.
- 1.1.4 "Day" shall mean a calendar day.
- 1.1.5 "Metric ton" or "MT" shall mean 1,000 kilograms.
- 1.1.6 "Month" shall mean a calendar month.

1.2 INTERPRETATION

- 1.2.1 References to the singular shall include references to the plural and vice versa.
- 1.2.2 All fractions shall be calculated on pro-rata basis.
- 1.2.3 References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- 1.2.4 The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- 1.2.5 The words "include" and "including" are to be construed without limitation.
- 1.2.6 Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.

For Beniwal Transporters Suppliers

Rajbala

Prop.

- 1.2.7 The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

2 SCOPE OF AGREEMENT

In consideration of the payments to be made by the Buyer under this Agreement, the Seller agrees to sell the Commodity to the Buyer in accordance with the specifications provided under this Agreement.

3 COMMODITY, QUANTITY AND DELIVERY TERMS

3.1 Name of the Commodity: Dry Fly Ash (DFA)

3.2 Quantity: The Buyer shall be obligated to lift Monthly Contracted Quantity of 1500 MT. However, the Monthly Contracted Quantity may be reduced by Seller at its sole discretion. However, it is agreed between the parties that the Seller shall not be obligated for providing the Monthly Contracted Quantity.

3.3 Period of Agreement:

3.3.1 This Agreement shall be effective from 21.08.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.

3.3.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

4 PRICING AND PAYMENT TERMS

4.1 The basic price of Commodity shall be INR per MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

4.2 The Buyer shall make advance payment for fly ash lifting to the Seller.

5 PENALTY

5.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @-Rs: per MT. Such penalty shall be calculated and payable on monthly basis.

5.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.

For Benival Transporter Suppliers
Rajbala
Prop.

- 5.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples:

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Penalty=

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

Penalty=

6. WEIGHMENT AND INVOICING

- 6.1 Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulkiers. The weighment at TSPL weighbridge shall be considered as final.

7. LOADING/TRANSPORTATION

- 7.1 Commodity shall be supplied on Ex. Works TSPL Basis.
- 7.2 The delivery point of the Commodity shall be at the silos of the Seller.
- 7.3 Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

8. TITLE AND RISK OF LOSS

- 8.1 The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

For Recipient Transporter Signature

Rajbala

- 8.2 Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

9. INSURANCE

- 9.1 The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

10. SECURITY DEPOSIT

- 10.1 Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount of **INR 5 lacs** (inclusive of taxes and duties).
- 10.2 The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.
- 10.3 The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. TAXES, DUTIES AND COMPLIANCE

- 11.1 All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. STANDARD TERMS AND CONDITIONS

- 12.1 This Agreement shall comprise of the following documents:

- Deho*
- Supplier/Buyer Code of Conduct attached as **Annexure I.**
 - Sustainability Policy attached as **Annexure II.**
 - Bulker Checklist attached as **Annexure III.**
 - Standard Terms and Conditions attached as **Annexure IV.**

For Beniwal Transporter Suppliers
Rajbala
Prop.

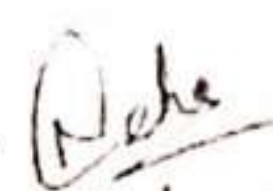
For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

Standard Terms & Conditions attached as 'Annexure IV' and Supplier/Buyer Code of Conduct attached as 'Annexure I' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

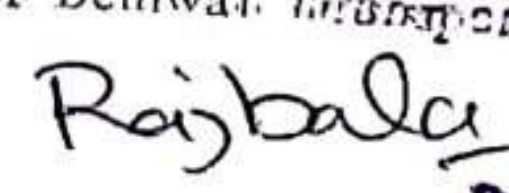
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on 21.08.2020 hereinabove written.

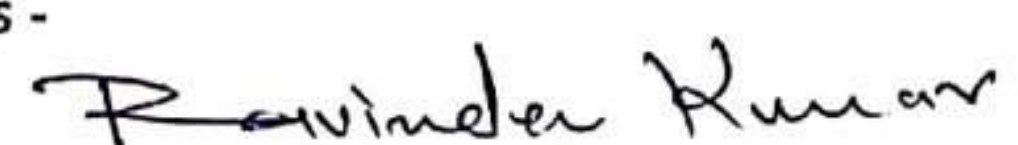
SIGNED AND DELIVERED BY
FOR TALWANDI SABO POWER LIMITED

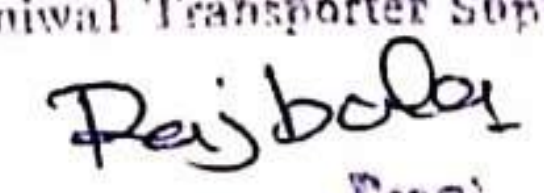

Mr. Vikas Sharma Vashisht
(Head- Ash Mgmt. & Stores)
(Company Seal)

Witness- 
Neha - Ash Sales, TSPL

SIGNED AND DELIVERED BY
FOR BENIWAL TRANSPORTER SUPPLIER

Name of Authorized Representative
(Designation)
(Company Seal) For Benival Transporter Suppliers

Prop.

Witness -

H/o Rajbala
H.N-198 Sec 16/17
Hisar.

For Benival Transporter Suppliers

Prop.

		TALWANDI SABO POWER LIMITED Village Banawala, Mansa-Talwandi Sabo Rord Distt. Mansa, Punjab, INDIA-151302 Tel / Fax: +91 1659668000/1659268555	
APPLICATION FOR CUSTOMER REGISTRATION			
CATEGORY		TRADER	
GENERAL INFORMATION			
NAME OF THE CUSTOMER		M/S BENIWAL TRANSPORTER SUPPLIERS	
NAME OF THE PROMOTER		RAJBALA	
DATE OF INCORPORATION		Jul-17	
STATUS OF THE CUSTOMER (Proprietary / Private Limited / Partnership / Public Limited / Others)		PROPRIETORY	
ADDRESS FOR CORRESPONDENCE		H.N. -198 SECTOR-16&17 NEAR RPS INDUS PUBLIC SCHOOL, HISAR	
HOUSE NUMBER & STREET		198, SECTOR -16&17	
CITY		HISAR	
POSTAL CODE		125005	
STATE		HARYANA	
TELEPHONE NUMBER		9466006157	
FAX NUMBER		N/A	
REGISTERED OFFICE			
HOUSE NUMBER & STREET		198, SECTOR -16&17	
CITY		HISAR	
POSTAL CODE		125005	
STATE		HARYANA	
TELEPHONE NUMBER		9728199037	
FAX NUMBER		N/A	
FACTORY / WORKS			
HOUSE NUMBER & STREET		198, SECTOR -16&17	
CITY		HISAR	
POSTAL CODE		125005	
STATE		HARYANA	
COUNTRY		INDIA	
TELEPHONE NUMBER		9728199037	
FAX NUMBER		N/A	
COMPANY WEBSITE		N/A	
CONTACT PERSON DETAILS			
NAME		RAVINDER BENIWAL, RAJBALA	
DEPARTMENT		BUSINESS	
DESIGNATION		OWNER	
MOBILE NUMBER		9728199037 9466006157	
E-MAIL ID		ravinderkumarhsr322@gmail.com	
ALTERNATE E-MAIL ID		beniwaltransporter@gmail.com	
TAXATION DETAILS			
INCOME TAX NUMBER (PAN)		BIEPR1317L	
EXCISE REGISTRATION NUMBER			
EXCISE RANGE		HISAR	
EXCISE DIVISION		HISAR	
EXCISE COMMISSIONERATE		HISAR	
FIN NUMBER / GSTIN		06BIEPR1317L1Z7	
VAT / CST NUMBER/ GSTIN		06BIEPR1317L1Z7	
SERVICE TAX REGISTRATION NUMBER			

Requested by :
 RAJBALA
 M/S BENIWAL TRANSPORTER SUPPLIERS
 H.N -198 SECTOR -16&17 HISAR, HARYANA

Approved by :

Created by :
 RAVINDER KUMAR BENIWAL

Date - 19/8/2020

For Beniwal Transporter Suppliers
Rajbala
Prop.



पंजाब PUNJAB

AG 358712

This Agreement shall be deemed to have been executed with effect from 10.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

and

M/s J K Lakshmi Cement Limited, a company incorporated under the Companies Act, 1956, having its registered office at Jhajjar, Haryana, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").

Deha

2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.
3. The Buyer is a company engaged in the business of **Cement Production**. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (10.06.2020);

Neha

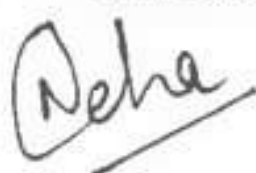
- H. "Governmental Authority" shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;
- I. "Representative" in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. "Term" the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- D. The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- E. The words "include" and "including" are to be construed without limitation.
- F. Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.



- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

4. Commodity, Quantity and Delivery Terms

A. **Name of the Commodity:** Dry Fly Ash (DFA)

B. **Quantity:** The Buyer shall be obligated to lift Monthly Contracted Quantity of 4500 MT. However, the Monthly Contracted Quantity may be reduced by Seller at its sole discretion. However, it is agreed between the parties that the Seller shall not be obligated for providing the Monthly Contracted Quantity.

The Monthly Contracted Quantity shall be further divided into Daily Quantity at Seller's sole discretion.

The Daily Quantity shall be the quantity as communicated by the Seller to the Buyer on the Previous Day. The Daily Quantity as communicated by the Seller shall be binding on the parties.

The total of Daily Quantity in a month shall be known as Total Available Monthly Quantity.

For Example:

The Seller shall communicate the Daily Quantity for 10.04.2020 to the buyer on 09.04.2020.

5. Price and Payment Terms

A. The basic price of Commodity shall be INR per MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulklers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss



- A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.
- B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

- A. Commodity shall be supplied on Ex. Works TSPL Basis.
- B. The delivery point of the Commodity shall be at the silos of the Seller.
- C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.
- D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

- 9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @ Rs. per MT. Such penalty shall be calculated and payable on monthly basis.
- 9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.
- 9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples:

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Penalty= Rs. .

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

Penalty= Rs. .

10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount of INR 5 lacs (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy



signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

Standard terms and conditions attached as Annexure I

Supplier/Buyer Code of conduct attached as Annexure II

Sustainability Policy attached as Annexure III

Bulker checklist Annexure IV

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

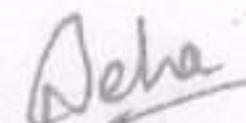
IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited



(Signature)

Mr. Vikas Sharma Vashisht
(Head- Ash Mgmt. & Stores)



Ms. Neha

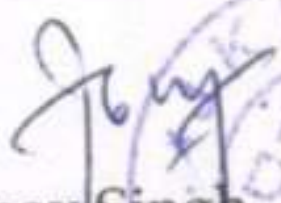
(Associate- Ash Sales)

For J K Lakshmi Cement Ltd.

(Signature)

Mr. S Ramesh
(Sr. Vice President - Material)

Mr. Devbrat Katiyar
(General Manager- Purchase)



Mr. Abhay Singh
(Manager- Purchase)



ANNEXURE I- STANDARD TERMS & CONDITIONS

1. TAXES AND DUTIES

1.1.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.

OR

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.

1.2.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.

2. LICENSE

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.

3. LOST (TOTAL OR PARTIAL) OR DAMAGED MATERIAL

3.1.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. The Seller and the 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

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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

6.1 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. ETHICS

7.1 GIFTS AND COURTESIES:

- i. The Buyer shall declare any conflicts of interest with the Seller including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Seller.
- ii. The Buyer shall not use the services of any of the employees of the Seller, directly or indirectly or enter into any sort of monetary transaction with the employees of the Seller. 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 Seller or their agent or relatives for showing or agreeing to show favor or dis-favor 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. The Buyer undertakes that in the event of use of any corrupt practices by the Buyer, the Seller shall be entitled to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising from such termination. A decision of the Seller or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.
- iii. If at any time during execution or performance of this Agreement the Buyer is faced with any undue demand, request for gratification or favor from any employee of the Seller or a person connected with such employee, the Buyer must report the same immediately at tspl.whistleblower@vedanta.co.in.

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7.2 ANTI-BRIBERY & CORRUPTION:

- i. The Buyer agrees to comply with the provisions of the Company's supplier/buyer Code of Conduct and the company's human rights policy including the Modern Slavery Act provisions and in case of breach thereof, the same shall be treated as a breach of this Agreement.
- ii. The Service Provider/Buyer shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 7.2 (i).
- iii. The Buyer shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.
- iv. The Seller shall have a right to initiate "audit proceedings" against the Buyer to verify compliance with AB&C requirements. Such audit may be carried out by Seller or by a reputed agency to be appointed by Seller at the sole discretion of Seller. The Buyer shall extend full cooperation for smooth completion of the audit mentioned herein.
- v. Notwithstanding anything in this agreement, Seller shall have right to terminate the Agreement forthwith in case, it is found that the Buyer has failed to comply with AB&C requirements.
- vi. The Buyer may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported 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:
tspl.whistleblower@vedanta.co.in.

7.3 SANCTIONS:

- i. 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.
- ii. 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.

8. DEFAULT AND TERMINATION

- 8.1 Without prejudice to its other rights and claims whatsoever against the Buyer, the Seller may terminate this Agreement or any agreement addendum by giving a written notice of 7 days to the Buyer without assigning any reason whatsoever.



8.2 Upon delivery of the notice termination or cancellation of this Agreement, the Buyer shall make all payments which have become due and payable to the Seller including payments in respect of outstanding orders and Commodity in transit and claims within 3 days of delivery of the notice of termination.

8.3 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.

9. LIMITATION OF LIABILITY

9.1 In no event shall the Seller be liable to the Buyer, whether arising under this 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 The Buyer shall be liable to pay the penalties as calculated in terms of the Penalty clause. Further, the Buyer shall be liable to pay damages to Seller to indemnify the Seller from any harm caused by the Buyer to the Seller or its facility or its personnel's.

10. FORCE MAJEURE

10.1 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 in the supply of power

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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").

10.2 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.

10.3 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).

10.4 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.

10.5 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.

10.6 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.

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10.7 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.

11. ARBITRATION

11.1 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 Mansa, Punjab, India.

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

12. APPLICABLE LAW AND JURISDICTION

12.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

12.2 The parties submit to the exclusive jurisdiction of the courts of Bathinda, 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.

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13. SET OFF

13.1 Only the Seller may at any time without notice to the Buyer set off any liability of the Buyer to the Seller against the Advance Payment Equivalents deposited by the Buyer (in either case 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.

14. CONFIDENTIALITY

14.1 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.

14.2 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.

14.3 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.

15. MISCELLANEOUS PROVISIONS



- 15.1 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.
- 15.2 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.
- 15.3 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
- 15.4 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.
- 15.5 Notices:** Any notice required to be given hereunder shall be given by sending the same by e-mail, 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 e-mail, 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.
- 15.6 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.

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- 15.7 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 15.8 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.
- 15.9 Amendments:** This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.
- 15.10 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 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.
- 15.11 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.
- 15.12 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.
- 15.13 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.
- 15.14** 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.

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ANNEXURE II- CODE OF CONDUCT

This Buyer Code of Conduct is applicable to all 'Buyers' globally. 'Buyer' here refers to buyers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions ("Vedanta").

This Code sets forth the basic requirements that we ask our Buyers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta's commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

- LABOUR & HUMAN RIGHTS

Adhering to all Labour Laws and Human Rights Laws, Buyers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Buyers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly.

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- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.
- HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY
 - The Buyer shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
 - 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.
 - Buyer shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.
- BUSINESS INTEGRITY
 - Anti-Bribery: The Buyer shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:
 - Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.
 - Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
 - Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Buyer is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Buyer's business or any kind of economic ties with the Buyer.
 - Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

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- Unfair Trade Practices: Buyer shall desist from any unfair or anti-competitive trade practices.

- REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

- The Buyer shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.
- Buyers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Buyers as per Vedanta whistle-blower policy (uploaded on the company website).

- INTELLECTUAL PROPERTY

- The Buyer shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta.

- THIRD PARTY REPRESENTATION

- The Buyers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

- PROHIBITION ON INSIDER TRADING

- If the Buyer becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Buyer becomes aware of material, non-public information about any other company, including Vedanta customers,

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buyers, vendors or other business partners, that is obtained by virtue of the buyer's interaction with Vedanta, then the Buyer shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

➤ **BUYER'S COMPLIANCE COMMITMENT**

- Vedanta expects the Buyer to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Buyer's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Buyer must comply with this Code and agree to uphold such values during its business association with Vedanta.
- The Buyer shall maintain adequate documentation to demonstrate compliance with the principles of this Code and allow access to Vedanta to check compliance upon request with reasonable notice.
- The Buyer shall notify Vedanta regarding any known or suspected improper behaviour by the Buyer relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

Deha

ANNEXURE III- BUYER SUSTAINABILITY MANAGEMENT POLICY

At TSPL, we aim to oversee the activities of contractors and their employees in a way that ensures the welfare, health and safety of themselves, TSPL employees and others, and supports our policies to sustainability and protection of the environment.

TSPL strives to:

- Minimise risk associated with occupational hazards and prevent injury and ill health to contractor employees working on TSPL site;
- Proactively influence and encourage our buyers and contractors to adopt principles and practise which are in line with, and support, our own policies and code of conduct and ensure they comply with applicable legal obligations;
- Ensure appropriate and relevant information and instruction is made available to buyers and contractors on sustainability matters ;
- Ensure we have effective buyer management systems in place and we conduct evaluation of competence and sustainability performance prior to contract approval and throughout contract duration;
- Ensure that our buyer relationships are conducted in a fair, proper and transparent manner.
- The Buyer Sustainability Management policy will be reviewed regularly.



ANNEXURE IV- BULKER CHECKLIST

SAFETY INSPECTION CHECKLIST FOR BULKER				
Doc. No. TSPL/SESI/IMS/SECURITY/FORM-07 Rev. No.02 Rev Dt. 24/02/2020				
VEHICLE REG. NO:			TYPE OF VEHICLE:	
DATE OF INSPECTION:			TRANSPORTING MATERIAL:	
OWNER /AGENCY Name:			Driver's Mobile No:	
SR.NO	CHECK POINTS	CONDITION		Remarks
		OK	NOT OK	
1	Driver Name			
2	Alcohol Testing			
3	Main Brake and Hand Brake			
4	Horn and Reverse Horn			
5	Head Light & Indicator Light Availability			
6	Rear View Mirrors on Both sides			
7	Condition of Tyres			
8	Provision of Fire Extinguisher			
9	Provision of First Aid Box			
10	Availability of Wheel Chokes			
11	Wiper			
12	Seat Belt			
Overall Fitness- OK / Not OK				
Signature of Inspecting Authority		Signature of Driver		Signature of Security/ EIC Representative

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पंजाब PUNJAB

AP 660219

AGREEMENT FOR SALE OF FLY ASH

This Agreement ("Agreement") has been entered into at Mansa, Punjab on 11th October 2020.

BETWEEN

M/S TALWANDI SABO POWER LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa – 151 302, Punjab, India, hereinafter collectively referred to as "the Seller/Company" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

M/S ASIAN FINE CEMENT PVT. LTD, having its registered office at Chandigarh, India, hereinafter referred to as "the Buyer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Buyer and the Seller are hereinafter individually referred to as the "Party" and jointly referred to as the "Parties".

WHEREAS

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, **Fly-Ash** is also generated as a by-product (hereinafter referred to as "**Commodity**").
2. The Seller intends to utilize the Commodity generated at its plant in an environmentally friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by the Ministry of Environment, Forest and Climate Change (MoEF & CC).
3. The Buyer is a company engaged in the business of **Cement Production** and has approached the Seller to purchase Commodity for its business needs .
4. The Seller has agreed to sell Commodity to the Buyer on terms and conditions stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

For the purpose of this Agreement, the following:

- 1.1.1 "**Agreement**" shall mean this Agreement together with all its schedules, annexures addendums and amendments, from time to time.
- 1.1.2 "**Commodity**" shall mean and include the qualities of the Dry Fly Ash (DFA) generated from the thermal plant of the Seller as described under this Agreement.
- 1.1.3 "**Agreement Addendum**" means, in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction.
- 1.1.4 "**Day**" shall mean a calendar day.
- 1.1.5 "**Metric ton**" or "**MT**" shall mean 1,000 kilograms.
- 1.1.6 "**Month**" shall mean a calendar month.

1.2 INTERPRETATION

- 1.2.1 References to the singular shall include references to the plural and vice versa.
- 1.2.2 All fractions shall be calculated on pro-rata basis.
- 1.2.3 References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- 1.2.4 The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- 1.2.5 The words "include" and "including" are to be construed without limitation.
- 1.2.6 Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.



- 1.2.7 The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

2 SCOPE OF AGREEMENT

In consideration of the payments to be made by the Buyer under this Agreement, the Seller agrees to sell the Commodity to the Buyer in accordance with the specifications provided under this Agreement.

3 COMMODITY, QUANTITY AND DELIVERY TERMS

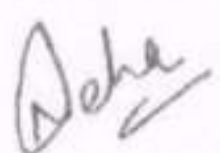
- 3.1 **Name of the Commodity:** Dry Fly Ash (DFA)
- 3.2 **Quantity:** For all practical purpose Monthly Contracted Quantity shall be considered as 9000 MT. However, the Monthly Contracted Quantity may be reduced by Seller at its sole discretion. However, it is agreed between the parties that the Seller shall not be obligated for providing the Monthly Contracted Quantity.
- 3.3 **Period of Agreement:**
- 3.3.1 This Agreement shall be effective from 11.10.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- 3.3.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

4 PRICING AND PAYMENT TERMS

- 4.1 The basic price of Commodity shall be INR per MT + Taxes as applicable including TCS. Any kind of change in applicable Taxes shall be solely borne by Buyer.
- 4.2 The Buyer shall make advance payment for fly ash lifting to the Seller.

5. WEIGHMENT AND INVOICING

- 5.1 Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulk. The weighment at TSPL weighbridge shall be considered as final.



6. LOADING/TRANSPORTATION

- 6.1 Commodity shall be supplied on Ex. Works TSPL Basis.
- 6.2 The delivery point of the Commodity shall be at the silos of the Seller.
- 6.3 Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers relevant safety norms, shall be allowed to take away the Commodity.

7. TITLE AND RISK OF LOSS

- 7.1 The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.
- 7.2 Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. INSURANCE

- 8.1 The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. SECURITY DEPOSIT

- 9.1 Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equal to **5 Lakhs** (inclusive of taxes and duties).
- 9.2 The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.
- 9.3 The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

10. TAXES, DUTIES AND COMPLIANCE





10.1 All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

11. STANDARD TERMS AND CONDITIONS

11.1 This Agreement shall comprise of the following documents:

- Supplier/Buyer Code of Conduct attached as **Annexure I**.
- Sustainability Policy attached as **Annexure II**.
- Bulker Checklist attached as **Annexure III**.
- Standard Terms and Conditions attached as **Annexure IV**.

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

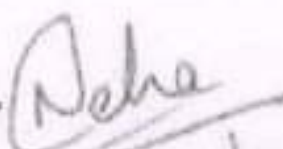
Standard Terms & Conditions attached as 'Annexure IV' and Supplier/Buyer Code of Conduct attached as 'Annexure I' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on 11.10.2020 hereinabove written.

SIGNED AND DELIVERED BY
FOR TALWANDI SABO POWER LIMITED

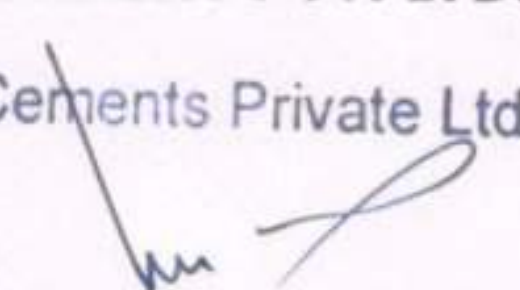

Mr. Vikas Sharma Vashisht
(Head- Ash & Store Mgmt, TSPL)
(Company Seal)

Witness1-


10/10/2020

SIGNED AND DELIVERED BY
FOR ASIAN FINE CEMENT PVT. LTD.

For Asian Fine Cements Private Ltd.


Name of Authorized Representative
(Designation) **HARISH AGARWAL**
(Company Seal) **DIRECTOR,**

Witness 1-



पंजाब PUNJAB

AG 358714

Pradeep

This Agreement shall be deemed to have been executed with effect from 10.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

and

M/s Shri Balaji Cement, having its registered office at Bhagha Purana, Punjab, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.

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Pradeep

3. The Buyer is a company engaged in the business of Fly Ash SME. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (10.06.2020);
- H. **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority,

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instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;

- I. **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. **"Term"** the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- D. The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- E. The words "include" and "including" are to be construed without limitation.
- F. Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

Deha
P. Chandrasekhar

4. Commodity, Quantity and Delivery Terms

A. Name of the Commodity: Dry Fly Ash (DFA)

B. Quantity: The Buyer shall be obligated to lift Monthly Contracted Quantity of 1400 MT & the seller shall provide the quantity subject to total availability at seller's thermal power plant on priority.

5. Price and Payment Terms

A. The basic price of Commodity shall be INR per MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulklers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss

A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

A. Commodity shall be supplied on Ex. Works TSPL Basis.

B. The delivery point of the Commodity shall be at the silos of the Seller

C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

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K. C. Chatterjee

D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @ Rs. per MT. Such penalty shall be calculated and payable on monthly basis.

9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.

9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Penalty=

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

Penalty=



10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equivalent to 2% of total contracted value (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

Standard terms and conditions attached as Annexure I

Supplier/Buyer Code of conduct attached as Annexure II

Sustainability Policy attached as Annexure III

Bulker checklist Annexure IV

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>



IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited

(Signature)
Mr. Vikas Sharma Vashisht
(Head - Ash Mgmt. & Stores)

(Signature)
Ms. Neha
(Associate- Ash Sales)

For Shri Balaji Cement

M/s. Shri Balaji Cement Ind.

(Authorised Signatory)

Name :



पंजाब PUNJAB

AG 358717

Ashwani Sharma
19.06.2020

This Agreement shall be deemed to have been executed with effect from 10.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

and

M/s Shaktishali Cement, having its registered office at Bagha Purana, Punjab, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.

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3. The Buyer is a company engaged in the business of Fly Ash SME. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (10.06.2020);
- H. **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority,

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Ashwan' Sharma

instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;

- I. **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. **"Term"** the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
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- E. The words "include" and "including" are to be construed without limitation.
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- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

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4. Commodity, Quantity and Delivery Terms

A. Name of the Commodity: Dry Fly Ash (DFA)

B. Quantity: The Buyer shall be obligated to lift Monthly Contracted Quantity of 1400 MT & the seller shall provide the quantity subject to total availability at seller's thermal power plant on priority.

5. Price and Payment Terms

A. The basic price of Commodity shall be INR per MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulklers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss

A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

A. Commodity shall be supplied on Ex. Works TSPL Basis.

B. The delivery point of the Commodity shall be at the silos of the Seller.

C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

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D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @ Rs. _____ per MT. Such penalty shall be calculated and payable on monthly basis.

9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.

9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples:

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Penalty=

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

Penalty=

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10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equivalent to 2% of total contracted value (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

Standard terms and conditions attached as Annexure I

Supplier/Buyer Code of conduct attached as Annexure II

Sustainability Policy attached as Annexure III

Bulker checklist Annexure IV

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

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AS Gauri Sharma

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited

(Signature)
Mr. Vikas Sharma Vashisht
(Head- Ash Mgmt. & Stores)

(Signature)
Ms. Neha
(Associate- Ash Sales)

For Shaktishali Cement

AShwanishan

(Authorised Signatory)

Name AShwanishan

AS



पंजाब PUNJAB

AG 352396

This Agreement shall be deemed to have been executed with effect from 10.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

and

M/s Northern Cement, having its registered office at Moga, Punjab, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.

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3. The Buyer is a company engaged in the business of Fly Ash SME. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (10.06.2020);
- H. **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority,

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Vijay Anand

instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;

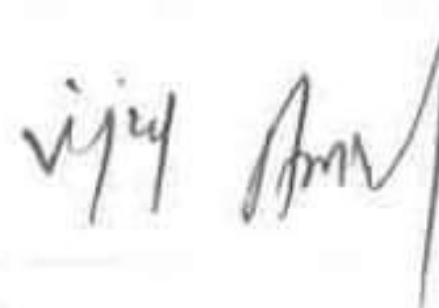
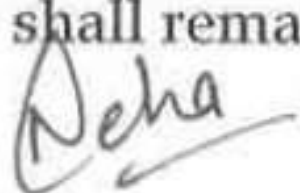
- I. **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. **"Term"** the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- D. The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- E. The words "include" and "including" are to be construed without limitation.
- F. Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.



4. Commodity, Quantity and Delivery Terms

A. **Name of the Commodity:** Dry Fly Ash (DFA)

B. **Quantity:** The Buyer shall be obligated to lift Monthly Contracted Quantity of 1000 MT & the seller shall provide the quantity subject to total availability at seller's thermal power plant on priority.

5. Price and Payment Terms

A. The basic price of Commodity shall be INR per MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulklers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss

A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

A. Commodity shall be supplied on Ex. Works TSPL Basis.

B. The delivery point of the Commodity shall be at the silos of the Seller

C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.



D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity @ Rs. per MT. Such penalty shall be calculated and payable on monthly basis.

9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.

9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity= 1600 MT- 1000 MT= 600 MT

Penalty= Rs.

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity= 2000 MT- 1800 MT= 200 MT

Penalty= Rs.

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10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equivalent to 2% of total contracted value (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

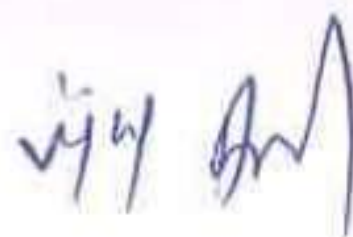
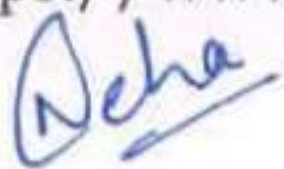
Standard terms and conditions attached as Annexure I

Supplier/Buyer Code of conduct attached as Annexure II

Sustainability Policy attached as Annexure III

Bulker checklist Annexure IV

For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>



IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited



(Signature)
Mr. Vikas Sharma Vashisht
(Head- Ash Mgmt. & Stores)

A blue ink handwritten signature of Ms. Neha.

(Signature)
Ms. Neha
(Associate- Ash Sales)

For Northern Cement

A blue ink handwritten signature of Visay Amrit Pal.

(Authorised Signatory)

Name :

VISAY AMRIT PAL



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AG 358725

C. A. 2

This Agreement shall be deemed to have been executed with effect from 14.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

And

M/s Navdurga Cement, having its registered office at Faridkot, Punjab, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.

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C. A. 2

3. The Buyer is a company engaged in the business of Fly Ash SME. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (10.06.2020);
- H. **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority,

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D. A. 10

instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;

- I. "Representative" in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. "Term" the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- D. The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- E. The words "include" and "including" are to be construed without limitation.
- F. Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 10.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

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C. Arora

4. Commodity, Quantity and Delivery Terms

A. Name of the Commodity: Dry Fly Ash (DFA)

B. Quantity: The Buyer shall be obligated to lift Monthly Contracted Quantity of 400 MT & the seller shall provide the quantity subject to total availability at seller's thermal power plant on priority.

5. Price and Payment Terms

A. The basic price of Commodity shall be [REDACTED] MT + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulkiers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss

A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

A. Commodity shall be supplied on Ex. Works TSPL Basis.

B. The delivery point of the Commodity shall be at the silos of the Seller.

C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

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C. Arora

D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

- 9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity [REDACTED] per MT. Such penalty shall be calculated and payable on monthly basis.
- 9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.
- 9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples:

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity = 1600 MT - 1000 MT = 600 MT

Penalty = [REDACTED] per MT * 600 MT = [REDACTED]

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity = 2000 MT - 1800 MT = 200 MT

Penalty = [REDACTED] per MT * 200 MT = [REDACTED]

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10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equivalent to 2% of total contracted value (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

Standard terms and conditions attached as Annexure I

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For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

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P. A. J.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited

For Navdurga Cement Works Faridkot.



Mr. Vikas Sharma Vashisht
(Head- Ash Mgmt. & Stores)

(Signature)

Ms. Neha

(Associate- Ash Sales)

C. A. Singh
(Authorised Signatory)
22/6/20

Name

: Gagandeep Singh



पंजाब PUNJAB

AG 358718
19/06/2020

This Agreement shall be deemed to have been executed with effect from 19.06.2020

Between

Talwandi Sabo Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at Village Banawala, Mansa - Talwandi Sabo Road, Distt. Mansa - 151 302, Punjab, India, (hereinafter referred as the "Seller") of the First Part;

and

M/s Hiralal Satpal, having its registered office at Faridkot, Punjab, India, (hereinafter referred as the "Buyer" which expression shall unless repugnant to its meaning or context include its successors and permitted assigns) of the other part;

(the Seller and Buyer are individually referred to as Party and collectively as the Parties)

Whereas:

1. The Seller owns and operates a supercritical coal based thermal power plant having installed capacity of 1980 MW (3*660 MW). In the process of generation of electricity, Fly-Ash is also generated as a by-product (hereinafter referred to as "Commodity").
2. The Seller intends to utilize the Fly Ash generated at its plant in an environmental friendly manner as detailed in the Fly Ash Notification, 2016 (includes all the previous notifications) as issued by Ministry of Environment and Forest.

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3. The Buyer is a company engaged in the business of Fly Ash SME. The Buyer intends to utilize Fly Ash as a blending material in its manufacturing unit.
4. The Buyer has approached the Seller to buy the Commodity and utilize the same in terms of Fly Ash Notification 2016.
5. The Seller has agreed to sell the Commodity to the Buyer on terms and conditions as stated in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definition:

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- A. **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- B. **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time;
- C. **"Agreement Addendum"** means in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction;
- D. **"Basic Price"** means the basic price of per MT DFA plus applicable taxes;
- E. **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees);
- F. **"Commodity"** shall mean and include the Dry Fly Ash (DFA) generated from the thermal plant of the Seller;
- G. **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. (10.06.2020);
- H. **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority,

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instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question;

- I. "Representative" in respect of the Purchaser and the Supplier to include the persons so identified on this Agreement as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier;
- J. "Term" the term of this Agreement is defined in Clause 2 of this Agreement;

2. Interpretation

- A. References to the singular shall include references to the plural and vice versa.
- B. All fractions shall be calculated on pro-rata basis.
- C. References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- D. The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- E. The words "include" and "including" are to be construed without limitation.
- F. Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- G. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

3. Term of The Agreement

- A. This Agreement shall be effective from 19.06.2020 and shall be valid till 31.03.2021 and may be further extended with the mutual consent of both parties.
- B. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term.

Neha

19-06-2020 *M. Sarda*

4. Commodity, Quantity and Delivery Terms

A. Name of the Commodity: Dry Fly Ash (DFA)

B. Quantity: The Buyer shall be obligated to lift Monthly Contracted Quantity of 1400 MT & the seller shall provide the quantity subject to total availability at seller's thermal power plant on priority.

5. Price and Payment Terms

A. The basic price of Commodity shall be [REDACTED] + Taxes as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.

B. PAYMENT TERMS

The Buyer shall make advance payment for fly ash lifting.

6. Weighment

Bulker shall be empty weighed at Seller's Weigh Bridge and Gross weighed after loading. Invoice shall be generated through SAP on the basis of net weight of Bulkiers. The weighment at TSPL weighbridge shall be considered as final.

7. Title and Risk of Loss

A. The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

B. Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

8. Loading/Transportation & Insurance

A. Commodity shall be supplied on Ex. Works TSPL Basis.

B. The delivery point of the Commodity shall be at the silos of the Seller.

C. Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

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D. Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also, the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

9. Penalty

- 9.1 The Buyer shall be liable to pay penalty for Shortfall Quantity [REDACTED] per MT. Such penalty shall be calculated and payable on monthly basis.
- 9.2 The Penalty for a month shall be communicated by Seller to Buyer on the monthly basis.
- 9.3 The Shortfall Quantity shall be the difference between Monthly Contracted Quantity or the Total Available Monthly Quantity (whichever is less) and the Actual Lifted Quantity.

Examples:

Scenario I: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 1600 MT
- Actual Lifted Quantity is 1000 MT

Then, the Shortfall Quantity shall be the difference between Total Available Monthly Quantity and Actual Lifted Quantity.

Shortfall Quantity = 1600 MT - 1000 MT = 600 MT

Penalty = [REDACTED] per MT * 600 MT = [REDACTED]

Scenario II: If,

- Monthly Contracted Quantity is 2,000 MT
- Total Available Monthly Quantity is 2400 MT
- Actual Lifted Quantity is 1800 MT

Then, the Shortfall Quantity shall be the difference between Monthly Contracted Quantity and Actual Lifted Quantity.

Shortfall Quantity = 2000 MT - 1800 MT = 200 MT

Penalty = [REDACTED] per MT * 200 MT = [REDACTED]

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10. Security Deposit

Within ten (10) working days after receipt of LOI/Work Order, the Buyer shall furnish the Security Deposit in the form of Cash amount equivalent to 2% of total contracted value (inclusive of taxes and duties).

The Security Deposit may be forfeited by the Company to recover any amount payable by the Buyer including but not limited to amount towards sale of the commodity, penalty for short lifting or to indemnify the Seller. The Seller may forfeit the Security Deposit in whole or part for violation of any terms and conditions of the Agreement by Buyer and any other safety instructions as issued by Seller from time to time.

The Buyer shall be responsible to keep the Security Deposit valid and in case of forfeiture of Security Deposit, the Buyer shall immediately (not later than 7 days) credit the amount forfeited from the security deposit to ensure that the Security Deposit is never short of the required amount. Failure to furnish the Security Deposit shall be treated as failure to discharge the duties under this Agreement and the Seller at its sole discretion terminate this agreement with immediate effect.

11. Taxes, Duties and Compliance

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

12. Standard Terms & Conditions annexed at 'Annexure I' and Supplier/Buyer Code of conduct attached as 'Annexure II' are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

Standard terms and conditions attached as Annexure I

Supplier/Buyer Code of conduct attached as Annexure II

Sustainability Policy attached as Annexure III

Bulker checklist Annexure IV

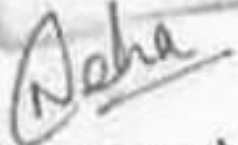
For more details regarding TSPL sustainable policies, supplier code of conduct, Vedanta Technical & performance standard, VSAP Guidelines please visit <https://www.tsplindia.co/about-us/policies-practices/>

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IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed through their authorised representatives at Mansa, Punjab

For Talwandi Sabo Power Limited


(Signature)
Mr. Vikas Sharma Vashisht
(Head- Ash Maint. & Stores)

(Signature)
Ms. Neha
(Associate- Ash Sales)

For Hiralal Satpal


(Authorised Signatory)
Name :



पंजाब पंजाब PUNJAB

AA 884517

This Agreement ("Agreement") entered into at TSPL Mansa on 18.12.2017.

Between

TALWANDI SABO POWER LIMITED (CIN NO. L40101PB2007SGC031035) having their registered office Mansa Village - Banwala, Mansa- Talwandi Sabo Road, District -Mansa, Punjab-151302, India, hereinafter collectively referred to as "**the Seller/Company**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

And

ULTRATECH CEMENT LIMITED (CIN L26940MH2000PLC128420) a company incorporated under the Companies Act, 1956 and having its registered office at B-Wing, Ahura Centre, 2nd Floor, Mahakali Caves Road, Andheri (East), Mumbai 400093, India, hereinafter referred to as "**the Buyer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Buyer and the Seller are hereinafter individually referred to as the "**Party**" and jointly referred to as the "**Parties**".

WHEREAS,

1. The Seller is engaged in the generation of electricity and consequently the fly ash produced is sought to be utilized (hereinafter referred to as "**Commodity**").
2. The Buyer is a company engaged in the business of **Cement Production & RMC** and has approached the Seller to purchase Commodity for its business needs.
3. The Seller has agreed to sell Commodity to the Buyer on terms and conditions stated in this Agreement.

[Handwritten signatures]

[Handwritten signatures]

11 Page

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In this Agreement, except where the context otherwise requires, capitalized words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

- 1.1.1 **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- 1.1.2 **"Agreement"** shall mean this Agreement together with all its schedules, annexures Addendums and amendments, from time to time
- 1.1.3 **"Agreement Addendum"** means, in respect of each transaction, the document of that name signed by both Parties and containing details of such transaction.
- 1.1.4 **"Annual Contractual Quantity"** means yearly minimum Fly Ash quantity, which shall be made available by TSPL and to be lifted by Ultratech.
- 1.1.5 **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)
- 1.1.6 **"Commodity"** shall mean and include the fly ash generated from the thermal plant of the Seller.
- 1.1.7 **"Daily Guaranteed Quantity"** is the day wise division of Minimum Guaranteed Quantity
- 1.1.8 **"Effective Date"** shall mean the date on which the contract comes into effect after being accepted by both the parties in writing i.e. November 01st, 2017.
- 1.1.9 **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.
- 1.1.10 **"Purchase Price"** means the price payable to the Seller by the Buyer for and in consideration of the products, nominated in Indian Rupee (INR)
- 1.1.11 **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.
- 1.1.12 **"Term"** the term of this Agreement is defined in Clause 2 of this Agreement.
- 1.1.13 **"Wholesale price index of Pozzolana cement"** means all India wholesale price Index of Pozzolana cement, as available at website of Office of Economic Affairs of India or as may be notified from time to time by Ministry of Commerce (hereinafter referred to as "Website")

1.2 INTERPRETATION

- 1.2.1 References to the singular shall include references to the plural and vice versa.
- 1.2.2 All fractions shall be calculated on pro-rata basis.
- 1.2.3 References to a particular clause, sub-clause shall, except where the context otherwise requires, be a reference only to that clause, or sub-clause.
- 1.2.4 The headings are inserted for convenience and are to be ignored for the purposes of construction / interpretation.
- 1.2.5 The words "include" and "including" are to be construed without limitation.
- 1.2.6 Whenever any provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- 1.2.7 The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of this Agreement to give effect to the underlying purposes of this Agreement.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement shall be valid for a period of 05 years from the Effective Date and may be further extended for a period of not more than 2 years with the mutual consent of both parties.
- 2.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the party.

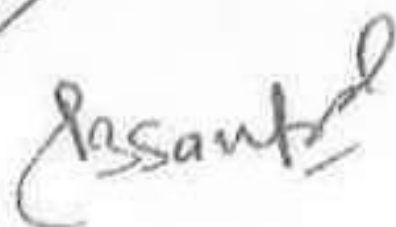
3. COMMODITY, QUANTITY AND DELIVERY TERMS

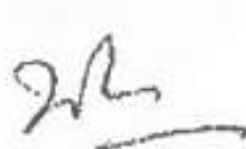
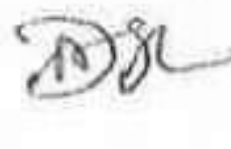
- 3.1 Name of the Commodity : Dry Fly Ash
- 3.2 Quantity: The Annual Contractual Quantity shall be 6, 00,000 MT Per Annum and shall be considered as the "Contractual Quantity" for the term of the agreement. **During the validity of the agreement, if Buyer has any additional requirement of Commodity during the period then at the discretion of the Seller, the Buyer may be allowed to take the additional Commodity at the same rate and terms.**

4. PRICE AND PAYMENT TERMS

- 4.1 The basic price of Commodity shall be [REDACTED] as applicable. Any kind of change in applicable Taxes shall be solely borne by Buyer.
 - 4.1.1 The sale price is arrived at considering the Wholesale Price Index (hereinafter referred to as "WPI") of Pozzolana cement as published as of Aug, 2017 (hereinafter referred to as "Base WPI"), by office of the Economic Adviser to the Govt. of India (Ministry of Commerce & Industry) on monthly basis through Website.
 - 4.1.2 The confirmed WPI of latest month's on the first day of evaluation month shall be considered for calculation of the sale price of Commodity for the subsequent financial quarter.

The difference between confirmed WPI of latest month on first day of evaluation month and the Base WPI is beyond the Permitted Variance (of +/- 1%) then the sale price of Commodity shall be varied (increased/decreased) in proportion to the change in Base WPI. The sale price computed as per this Article shall be applicable on the entire quantity of Commodity purchased by Buyer in that particular financial quarter.

However, in case any variation in the WPI, as of evaluation within the range of +/- 1% of Base WPI (herein after referred as "**Permitted Variance**"), the sale price of commodity during previous quarter shall remain unchanged for subsequent quarter.

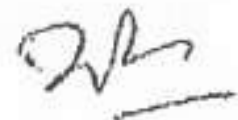
- 4.1.3 Seller shall raise suitable debit/credit note for the intervening period between changes of quarters, if required.

4.2 PAYMENT TERMS

- 4.2.1 TSPL shall provide invoice to each bulker/any other suitable vehicle assigned by Buyer for actual quantity lifted from TSPL power plant. Invoice shall be having rate, quantity & other financial detail.
- 4.2.2 The Buyer shall make payment of the fortnightly lifted quantity within next 7 days, 7th day shall be 'Due Date' for payment.
- 4.2.3 The Buyer shall provide Payment Security Mechanism in form of Bank Guarantee ("BG"), equivalent to sales value of 30 days, issued by first class bank acceptable to Seller. All charges related to opening, maintaining and updating of BG shall be borne by Buyer.
- a) The provisional value of said BG shall be intimated by the Seller to the Buyer before the opening of the BG. Any amendments arising due to changes in the clauses in the BG shall to the account of the Buyer.
- 4.2.4 **Interest on delayed payment:** Any payment which not made by buyer within 'Due Date' under this agreement shall bear interest at the rate of 18% per annum for the overdue period and shall be borne by the Buyer.
- 4.2.5 In case total outstanding payment increases the value of BG, the Seller has right to stop the further lifting of the commodity, till all pending dues including interest cleared by Buyer.

5. WEIGHTMENT

- 5.1 Bulker shall be empty weighed at TSPL Weigh Bridge and Gross weighed after loading.
- 5.2 The weighment at TSPL weighbridge shall be considered as final.
- 5.3 However both Parties agree to share the calibration certificates of their weighbridges as and when required by the other party.



6. TITLE AND RISK OF LOSS

6.1 The Title in the Commodity shall pass on to Buyer upon delivery of the commodity to the Buyer at the delivery point i.e. silo of the Seller.

6.2 Risk of loss or damage to the Commodity shall pass on to Buyer as it is progressively passed over carrier deployed by Buyer.

7. LOADING/TRANSPORTATION & INSURANCE

7.1 Commodity shall be supplied on Ex. Works TSPL Basis.

7.2 The delivery point of the Commodity shall be at the silos of the Seller.

7.3 Buyer will make its own necessary arrangements for transportation of Commodity from TSPL silos & will ensure zero spillage during transportation. Buyer shall place the bulkers or any suitable vehicles (may also be referred to as carriers) below TSPL silos and commodity shall be loaded into bulkers by TSPL. Only bulkers or any other suitable vehicles which confirm to the relevant safety norms, shall be allowed to take away the Commodity.

7.4 Insurance: The insurance of Commodity shall be covered by the Buyer once Commodity is transferred to the carrier appointed by Buyer. Also the insurance related to Buyer's carrier and personnel shall be in scope of Buyer.

8. PENALTY

8.1 Buyer shall be liable to pay penalty @ 15% of basic rate plus applicable taxes for the quantity not lifted against the "Quarterly Guaranteed Quantity".

For calculation of penalty, days on which Ash availability in TSPL power plant is lesser than Daily Guaranteed Quantity of Buyer, shall be excluded.

8.2 Quarterly Penalty: Any shortfall beyond 20% on quarterly basis shall attract penalty as mentioned in clause 8.1. Penalty will be computed and payable on quarterly basis.

8.3 Annual Commitment: If annual lifting is 90% of annual contractual quantity or more, then no penalty shall be levied on the Buyer and, if any quarterly penalty has been paid by the Buyer in that financial year, the same will be refunded.

However, if the shortfall quantity exceeds 10% of Annual Contracted quantity then penalties shall remain as per clause 8.2.

Annual commitment will be calculated on financial year basis and financial year will start from 01st day of April and end on 31st day of March of subsequent year. For the first year and last year of the agreement, financial year shall be considered on pro-rata basis.

8.4 Buyer to make payment of all penalty amount within 15 days from the date of receipt of penalty invoice from Seller. Any delay payment shall attract interest as per clause 4.2.4.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 Either party may not assign, sublet or subcontract its rights or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement/Purchase Order hereunder or subcontract its obligations under this Agreement/Purchase Order to

any of its parent or affiliates with prior intimation to the Buyer. Seller shall have a written contract in place for each approved sub-seller prior to such sub-seller performing any Services or supplying any Commodity. Seller shall assume full responsibility for the acts or omissions of seller's sub-seller of any tier. All of Seller's subcontracts, if any, for the supply of Commodity shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Buyer's rights as set forth in this Agreement and/or in the applicable Purchase Order.

9.2 Buyer shall not have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer.

10. SELLER OBLIGATIONS

As per Annexure 1

11. BUYER OBLIGATIONS

As per Annexure 1

12. AUDIT AND INVESTIGATION

12.1 At all reasonable times during the Term and/or any Purchase Order, and for a period of one (1) year after the completion of any Purchase Order, Buyer agrees that the Buyer's books and records (except proprietary cost records) only related to this Agreement shall be subject to audit with Buyer's assistance and at reasonable times as Seller shall consider necessary.

12.2 Seller's auditors shall have limited access to all records for the purposes of auditing and verifying that the charges or costs presented by Buyer to Seller for payment are in accordance with the Agreement / Purchase Order, or for any other reasonable purpose, including verifying Buyer's compliance with its obligations under the Agreement / Purchase Order. In addition, if Seller has a reasonable basis to believe that Buyer has taken or failed to take any action that may subject Seller Group to liability under any laws including the anti-corruption laws, Buyer agrees that Seller shall have the right (but not the obligation) upon written notice to Buyer, to conduct an investigation of Buyer to determine to Seller's reasonable satisfaction whether any actions or failures to act on behalf of Buyer may subject Seller to such liability.

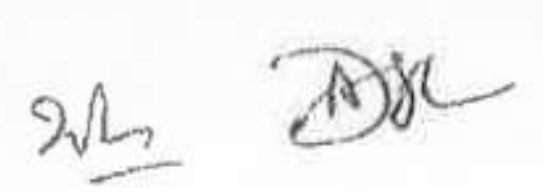
13. TAXES, DUTIES AND COMPLIANCE

All applicable taxes and duties shall be solely borne by the Buyer only. Buyer shall ensure 100% compliance to the applicable laws.

14. STANDARD TERMS & CONDITIONS (Wherever applicable in context of this agreement)

- 14.1 Terminals and scope of work attached as Annexure I
- 14.2 Supplier/Buyer Code of conduct attached as Annexure II
- 14.3 Sustainability Policy attached as Annexure III
- 14.4 Standard terms and conditions attached as Annexure IV
- 14.5 VSAP Supplier/Contractor/Customer Management attached as Annexure V
- 14.6 Whistleblower policy attached as Annexure VI
- 14.7 Transport Guidelines attached as Annexure VII
- 14.8 TSPL Road safety instructions attached at Annexure VIII
- 14.9 Annexure IX- List of units of M/s UTCL
- 14.10 Annexure X –Supplier Code of conduct of M/s UTCL

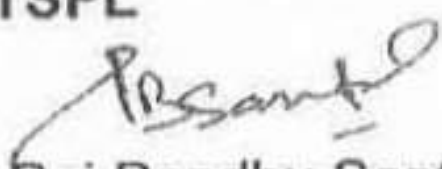




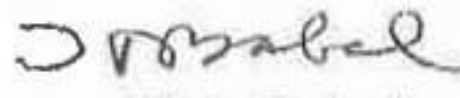
The Standard Terms and Conditions provided under **Annexure IV** are an integral part of this Agreement and the Buyer by signing this Agreement confirms to have read, understood and accepted the standard terms and conditions. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents except where the Parties, by its authorized signatories, have specifically agreed in writing to vary the said Standard Terms and Conditions by Special Terms.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on 18th day of December 2017 hereinabove written.

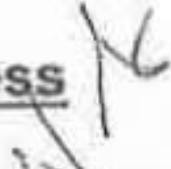
For TSPL

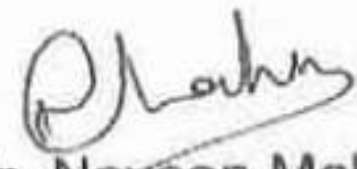

Mr. Raj Bandhu Santosh
(Head Commercial)

For Ultratech Cement Limited

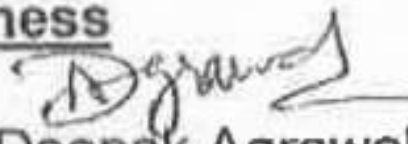

Mr. Tilak Babel 18.12.2017
Grinding Unit Head

Witness


Mr. Varinder Kumar
(Executive -Commercial)


Mr. Naveen Mahur
(AM- Commercial)

Witness


Mr. Deepak Agrawal
Manager – F & C


18.12.2017
Mr. Tulsiram Kumawat
Sr. Officer (Materials)

1. Provide access to commodity loading station:

- 2. Provide weighbridge:**

- Quaker
- 26 DX
- Example

3. Provide operation & maintenance of commodity storage, distribution and loading station:

- (a) Commodity loading facility to operate round the clock however with prior intimation same may be restricted to particular time of the day.

4. Damage to TSPL facility by Buyer

In case any facility owned by TSPL suffers any damage by any act of Buyer inside its facility, the same shall be repaired / replaced by TSPL at Buyers Risk & Cost.

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DX

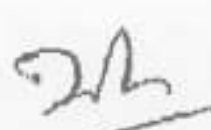
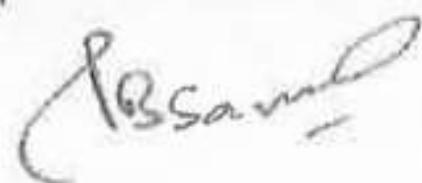
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Assand

Scope/terminals of work for Buyer

The detailed scope of work of Buyer under this Agreement is to:

1. **Deploy transportation equipment for loading of commodity at commodity distribution and loading station:**
Buyer shall deploy sufficient nos. of bulker for loading of commodity at commodity loading station according to the Committed Quantities. All required transportation arrangement after the delivery point to be ensured by Buyer at its cost.
2. **Provide transportation & transit insurance services for transport of commodity**
Buyer shall arrange for the transportation and take suitable transit insurance for the transportation of commodity from TSPL's commodity loading station to commodity destination location.
3. **Provide all pollution control measures**
Buyer shall take due care to prevent commodity spillage during transportation within TSPL's facility.
4. **Provide safety measures**
Buyer shall implement all safety measures in respect of its bulkers and manpower engaged for transportation of commodity within TSPL's facility.
5. **Provide detail of commodity utilization**
Buyer shall provide detail of commodity utilization on monthly basis in the format provided by TSPL if required by and in accordance with applicable laws.
6. **Provide authorization**
Buyer shall provide an authorization in TSPL's prescribed format, if Buyer wishes to depute an agent / sub-contractor / transporter etc. for performing any of the obligations of Buyer under this Agreement. However, such agent/ sub-contractor / transporter etc. shall be considered as Buyer for the purpose of various articles of this Agreement.
7. **Provide insurance coverage to Buyer's equipment and manpower.**
Buyer shall ensure that the transporter appointed by Buyer to lift commodity shall provide sufficient insurance coverage to its transportation equipment and manpower. TSPL shall not be liable for any insurance coverage for transportation equipment and manpower placed by appointed transporter of Buyer.





पंजाब पंजाब PUNJAB

T 090228

AGREEMENT FOR OFF-TAKE OF FLY ASH

This Agreement is entered at Mansa, Punjab on this 18th March, 2015 (hereinafter referred to as "Effective Date") between

M/s. Talwandi Sabo Power Limited (TSPL), (CIN No U40101PB2007SGC031035) a company incorporated under the Companies Act, 1956, having its registered office as Talwandi Sabo Power Ltd., Village- Banawala, Mansa-Talwandi Sabo road, Distt. Mansa, Punjab -151302, India & having its 3*660 MW Thermal Power Plant at Village: Banawala, Distt. Mansa, Punjab, India (hereinafter referred to as the "TSPL" which expression shall unless excluded by or repugnant to the context includes its successors and/or permitted assigns) on the one part

AND

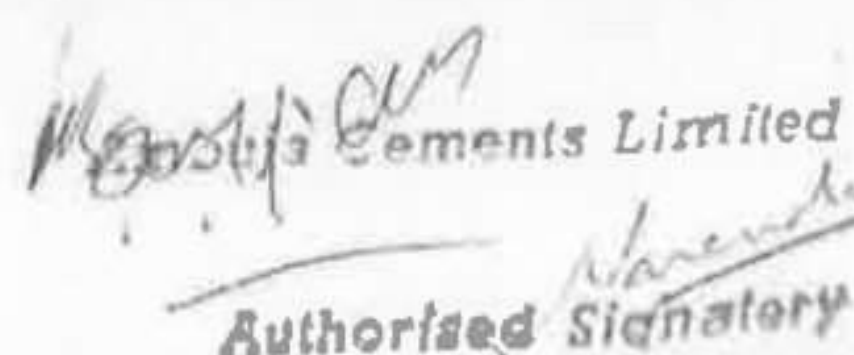
M/s. Ambuja Cements Ltd (ACL) (CIN No. L26942GJ1981PLC004717), a company incorporated under the Companies Act, 1956, having its Corporate office at Elegant Business Park, MIDC Cross Road 'B', Off Andheri Kurla Road., Andheri (E), Mumbai 400059, and having its registered office at PO Ambujanagar- 362715, Taluka- Kodinar, Dist. GirSomnath, Gujarat - India (hereinafter referred to as the "ACL" which expression shall unless excluded by or repugnant to the context includes its successors and/or permitted assigns) on the second part

TSPL and ACL shall be collectively referred to as the "Parties" and individually as the "Party".

Whereas:

- (A) The generation of electricity by use of coal leads to the generation of residue, commonly known as "ash" with its two components namely dry Fly Ash and bottom ash, and the same is also likely to be produced by the thermal plant;
- (B) This generation of electricity leads to the production of dry Fly Ash (hereinafter referred to as "Fly Ash"); TSPL intends to utilize this Fly Ash as per Ministry of Environment and Forest ("MoEF") norms.




Ambuja Cements Limited
Authorized Signatory

18/03/17

Знак 120 клас ма 4

leaf Exhibitions 1

GURJEET SINGH
Stamp Vendor, Mansa
Lic. No. HRC976 upto 31-12-2018

Joshua Kaur

- (C) TSPL has also developed facility for storage & loading of Fly Ash (hereinafter referred to as the "Facility");
- (D) ACL is manufacturing various grades of cement & concrete including Portland Pozzolana Cement ("PPC"). ACL approached TSPL and has expressed its interest to purchase Fly Ash for their cement & concrete plants or other usage as per MoEF norms in Punjab and Himachal Pradesh and/or at any other location of ACL/subsidiaries/group companies/associates as per the Annexure -3 (Subject to prior written consent of TSPL) Any amendment(s) in Annexure - 3 shall be submitted to TSPL well in advance for its approval so as to ensure that formalities can be completed prior to start of Fly Ash dispatch for the new location(s) on the terms and conditions of this Agreement;
- (E) By this Agreement, the parties are desirous of inter alia reducing and recording hereunder the understanding arrived at between them in relation to the terms and conditions subject to which the parties propose to execute an Agreement for the Fly Ash (hereinafter referred to as "Agreement") on mutually agreed terms stated herein.

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 The following terms when used in this Agreement shall have the respective meanings as specified below:

- 1.1.1 **"Applicable Law"** shall mean all laws including the laws brought into force and effect by Government of India or the State Government, as may be applicable, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of applicable court of record, as may be applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the parties herein, as may be enforced and affect during the subsistence of this Agreement;
- 1.1.2 **"Annual Contracted Quantity"** means yearly minimum Fly Ash quantity, which shall be made available by TSPL and to be lifted by ACL, during the term of this Agreement.
- 1.1.3 **"Dispute"** means a dispute, controversy or claim arising out of, relating to, or in connection with this Agreement (including any provision of any exhibit, annexure or schedule hereto) or as to the existence, breach, termination or validity of this Agreement.
- 1.1.4 **"Effective Date"** shall mean the date of signing of the Agreement by both the parties.
- 1.1.5 **"Commencement date"** shall mean the date of start of lifting of Fly Ash as per Agreement.
- 1.1.6 **"Facility"** shall have the meaning as assigned to it in Part "B" of the recitals.
- 1.1.7 **"Delivery Point"** shall mean the nozzles / outlets below the Fly Ash silos situated at TSPL's plant premises. (TSPL to load Fly Ash into Fly Ash carriers placed by ACL or placed by authorized transporters of ACL). Ownership & risk of cargo gets transferred to ACL once it is loaded.
- 1.1.8 **"Force Majeure"** shall have the meaning as assigned to it in Article 10.22.
- 1.1.9 **"Governmental Authority"** shall mean the Governmental Authority including the Government of India or any State Government or any of its governmental ministries, departments, secretariats, agencies, legislative bodies, courts, tribunals or other governmental authorities, whether at the central, state, municipal or local level in respect of this Agreement.
- 1.1.10 **"Material Breach"** means a breach which is adversely affecting the very intention / foundation of the understanding reached herein.



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- 1.1.11 **"Proprietary Information"** shall mean the confidential and proprietary information shared by any party with the other party to this Agreement.
- 1.1.12 **"Wholesale Price Index of Grey Cement"** means all India wholesale price Index of grey cement, as available at website www.eaindustry.nic.in as may be notified from time to time by Ministry of Commerce (hereinafter referred to as **"Website"**)

1.2 Interpretation:

In this Agreement-

- 1.2.1 Unless the context otherwise requires, the singular includes the plural and vice versa.
- 1.2.2 Headings and the use of bold typeface shall be ignored in its construction.
- 1.2.3 A reference to an article or schedule is, unless indicated to the contrary, a reference to an article or schedule to this Agreement.
- 1.2.4 References to this Agreement shall be construed as references also to any separate or independent stipulation or Agreement contained in it.
- 1.2.5 References to the word "includes" or "including" are to be construed without limitation.
- 1.2.6 References to a person shall include such person's successors and permitted assigns or transferees.
- 1.2.7 All references to Agreements, documents or other instruments include a reference to that Agreement, document or instrument along with all the attachments, schedules and annexure as amended, supplemented, substituted, novated or assigned from time to time.
- 1.2.8 Words importing a particular gender shall include all genders.
- 1.2.9 Reference to days, months and years shall be read as calendar days, calendar months and calendar years respectively.
- 1.2.10 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- 1.2.11 Any reference to a public organization shall be deemed to include a reference to any successor to such public organization or any organization or entity which has taken over the functions or responsibilities of such public organization; and
- 1.2.12 Words and abbreviations used in this Agreement, which have well known technical, trade or commercial meaning and shall be interpreted in accordance with such meanings.-

ARTICLE 2: SCOPE OF SUPPLY

TSPL offers to supply and ACL accepts to purchase the annual contracted quantity (as defined at Article 4.1 below) of Fly Ash, to be generated from the facility of TSPL for ACL's captive consumption or any other allied business as specifically explained herein

Detailed scope of work of TSPL is specified in Annexure 1 and that of ACL is specified in Annexure 2.

ARTICLE 3: TERM

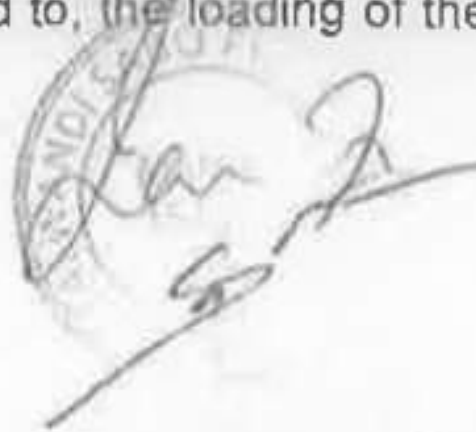



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The Agreement shall be valid for a period of 10 (ten) years (hereinafter referred to as "**Term**") w.e.f. 18.03.2015 or the date of start of lifting of Fly Ash as per the agreement, whichever is earlier (hereinafter referred to as the "**Commencement Date**") unless terminated in accordance with Article 9 mentioned herein below. This Agreement can be renewed at the end of the term on such terms and conditions as may be mutually agreed upon by TSPL and ACL.

ARTICLE 4: ANNUAL CONTRACTED QUANTITY AND OBLIGATION OF BOTH THE PARTIES

- 4.1 Subject to the other terms and conditions of this Agreement and also subject to the availability of adequate quantity of Fly Ash at the delivery point, ACL has expressed to take away annual contracted quantity of five lac (5,00,000) MT of Fly Ash per annum, on annual basis from the TSPL facility starting from the Commencement Date. ACL shall lift the Fly Ash on "as produced" basis. The reconciliation of the variation in lifting of the Fly Ash shall be done on quarterly basis.
- 4.2 Out of 5,00,000 MT Fly Ash desired by ACL on annual basis as mentioned in article 4.1 above, 4,50,000 MT Fly Ash (90% of 5,00,000 MT) per annum shall be considered as preferential quantity for TSPL & ACL to each other. i.e. in case of lower availability of Fly Ash with TSPL, TSPL shall give preference to ACL for providing this preferential quantity of Fly Ash and in case of lower demand of Fly Ash by ACL, ACL shall give preference to TSPL for purchase of this preferential quantity of Fly Ash. However, the intention of both the parties is to meet the dispatch of contracted quantity of 5,00,000 MT per annum and shall cooperate each other for meeting this target.
- 4.3 The annual contracted quantity shall be further break down at quarterly levels i.e. 1,25,000 MT per quarter. The quantity shall be referred to as quarterly contracted quantity and 90% of this i.e. 1,12,500 MT per quarter shall be referred to as quarterly preferential quantity.
- 4.4 If ACL fails to lift any part or whole of the quarterly preferential quantity of Fly Ash as mentioned under article 4.3 above (hereinafter referred to as "**Balance Quantity**") for reasons other than the conditions of non-default (Article 6.6) and force majeure (Article 10.22) then, in such an event the ACL shall pay to other party 50% of the Fly Ash sale price for the balance quantity.
- 4.5 ACL shall ensure bona-fide use of Fly Ash. However, ACL can transfer partial quantity of Fly Ash under the agreement to any of its group companies/ associates/ subsidiaries as per the list attached as annexure 3 as per the norms of MoEF.
- 4.6 Parties acknowledge and agree that the contracted quantity is subject to changes from time to time as per the norms that may be fixed by the Govt. Authority for power generating companies for disposal of Fly Ash.
- 4.7 The parties hereby agree that the Fly Ash shall be loaded by TSPL at the Fly Ash silo i.e. delivery point where ACL shall place its Fly Ash carriers to collect Fly Ash at its own cost, TSPL shall bear all cost for construction, installation of Silo and till the Fly Ash is loaded. ACL shall ensure compliance to all the formalities and necessary approvals and arrangement for lifting and transporting the Fly Ash as determined by TSPL and as applicable by law from time to time.
- 4.8 TSPL and ACL shall use reasonable endeavors to ensure that the loading and taking away of Fly Ash are done with proper co-ordination such that the normal operation of the facility is not hampered.
- 4.9 Subject to the foregoing clause no.4.7, the parties hereby understand and agree that any duty, obligation, responsibility or liability of TSPL, either created under this Agreement shall be limited to, the loading of the Fly Ash in the Fly Ash carriers, arranged by ACL at the delivery



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point and ACL shall be solely responsible for any duty, obligation, responsibility or liability of such Fly Ash once it is loaded at the delivery point.

- 4.10 The quantity of Fly Ash will be measured at TSPL's weighbridge available within the facility shall be final and binding on ACL. TSPL will give calibration certificate certified by Government Agency i.e. Department of Legal Metrology & Consumer Affairs to ACL, as and when required. In case the weighbridge is not operating, weighment shall be done at an outside weighbridge that may be mutually identified and agreed between the parties. All invoices will be raised by TSPL on the aforesaid basis.
- 4.11 ACL shall be responsible to obtain, renew and keep in force all applicable consent, permissions, licenses and approvals, if applicable under the Applicable law, to off take Fly Ash, throughout the term of this Agreement including any extension thereof. If applicable under the law, TSPL shall have permission in force, for supply of Fly Ash to ACL.
- 4.12 The parties hereby agreed to share the required information / data with each other if necessary, for compliance to statutory requirements related to Fly Ash under this Agreement.
- 4.13 ACL or agency appointed by ACL for transportation of Fly Ash shall comply with the safety guidelines suggested by TSPL from time to time.
- 4.14 All measures would be taken by ACL as per notifications issued by the Pollution Control Board and/or the Ministry of Environment & Forests, Government of India, to avoid pollution while transportation of Fly Ash within the premises of the facility and during the transport.

ARTICLE 5: MECHANISM FOR DETERMINING FLY ASH PRICE

- 5.1 In consideration of the right granted by TSPL to ACL under this Agreement to take away Fly Ash from TSPL's facility, ACL, subject to the extent of applicable laws and other provisions of this Agreement, agrees to pay charges @ [REDACTED] per metric tonne ("MT") of Fly Ash (hereinafter referred to as "Sale Price") taken away by ACL from TSPL's facility, which sale price is exclusive of all statutory taxes, duties, levies & custom clearance charges, which shall be payable by ACL extra at actual.
- 5.2 The sale price is arrived at considering the wholesale price index (hereinafter referred to as "WPI") of grey cement as published as of Mar, 2015 (hereinafter referred to as "Base WPI"), by office of the Economic Adviser to the Govt. of India (Ministry of Commerce & Industry) on monthly basis through website.
- 5.3 If the variation in the WPI, as of evaluation month (as defined below) is within the range of +/- 1% of base WPI (hereinafter referred to as "Permitted Variance"), the sale price of Fly Ash shall remain unchanged.
- 5.4 However, in case the difference between WPI as of any evaluation month and the base WPI is beyond the permitted variance then the sale price of Fly Ash shall be varied (increased/decreased) in proportion to the change in base WPI. The WPI prevailing as on last month of previous financial quarter (evaluation month) shall be considered for calculation of the sale price of Fly Ash for the subsequent financial quarter. The sale price computed as per this Article shall be applicable on the entire quantity of Fly Ash purchased by ACL in that particular financial quarter.
- 5.5 Illustration for the purpose of clarity.
- (i) If sale price is Rs 100 per ton as on Mar'15 with WPI grey cement index as 163.8 in Mar'15, and WPI grey cement in the last month of any financial quarter (evaluation month) is 177.00, then the sale price of Fly Ash shall be Rs. 108/MT (Rs. 100 x 1.0805) for the quantity of the Fly Ash purchased during the next financial quarter as per the following formula.

$$\% \text{ Escalation} = [(WPI1 - WPI2) / WPI2] * 100$$



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$$= [(177.00 - 163.80) / (163.80)] * 100$$

$$= 8.05\%$$

(Which is beyond permissible variance of +/- 1%)

Where:

WPI1 – Wholesale price index for grey cement in evaluation month

WPI2 – Base WPI i.e. Mar'15

ARTICLE 6: TERMS OF PAYMENT AND EVENT OF DEFAULT

- 6.1 In consideration for the Fly Ash, ACL hereby agrees to make payment as mentioned herein as per Article 5.1 above. Invoices shall be generated by TSPL based on the actual quantity of the Fly Ash taken away by ACL on every fortnight basis. ACL shall pay within 7 working days of the receipt of the invoice so generated by TSPL. ACL will submit a performance bank guarantee as security equivalent to the quantity of one month of Fly Ash (Format and amount shall be intimated by TSPL). In case of delay in the payment beyond 7 working days, interest @18% per annum shall be charged on the outstanding dues
- 6.2 ACL shall arrange for onward transportation of Fly Ash from delivery point to its own plant / its subsidiary plant at its own cost and ensure the compliance of applicable laws.
- 6.3 TSPL will supply the Fly Ash of the physical and chemical quality on "as produced basis" However, since ACL is taking this Fly Ash mainly for use in cement and concrete products, in case ACL faces quality variation in Fly Ash, the same will be intimated to TSPL. TSPL will ensure to resolve such issue in a time bound manner.
- 6.4 Conditions of non-default:
- Both the parties hereby agree that the following issues shall be exempted from the criterion of default and as such qualifies under "conditions of non-default" and neither party shall have any claim, either monetary or legal, against the other party for such conditions of non-default:
- 6.4.1 if any and/or all of the commercially functioning unit/s of the facility are temporarily shut down by TSPL / ACL to carry out the regular or scheduled maintenance work for appropriate period as per plant requirement with a 15 (fifteen) days prior written intimation to TSPL / ACL in this regard
- 6.4.2 In case the trucks of ACL are within the premises of TSPL and TSPL is not able to produce and/or deliver the contracted quantity due to the accidental break down or for any other reasons of any and/or all of the unit/s of the facility.
- 6.5 Event of default:
- 6.5.1 If ACL fails to off-take quarterly preferential quantity of Fly Ash as mentioned under article 4.4 above and also fails to compensate TSPL by paying a sum equivalent to 50% of the sale price of Fly Ash as provided under Article 4 and 5
- 6.5.2 If either party fails to perform its obligations including but not limited to payment obligations as per the terms of this Agreement.
- 6.5.3 Any other conditions which is a material breach of this Agreement

ARTICLE 7: CONFIDENTIALITY

- 7.1 Each of the parties undertakes that it will not, during and for a period of 2 (two) years after the termination of this Agreement, make any announcement or disclosure in respect of the subject matter of this Agreement or the terms and conditions thereof or of any document

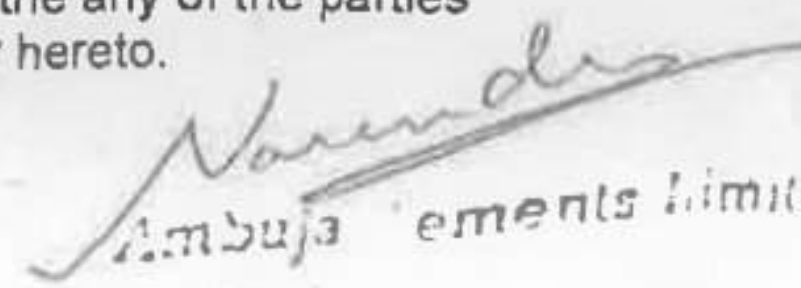


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executed or delivered pursuant hereto, unless the other party shall have given their respective prior written consent to such announcement or disclosure and the contents thereof.

- 7.2 Each party will consult in advance with the other party before issuing or making any reports, concerning the timing and content of any announcements, press releases and public statements concerning this Agreement. Without prejudice to the aforesaid, the parties shall not publish any announcement, release or statement as regards its contractual or other arrangements or relationship with each other without such other parties prior written consent.
- 7.3 The parties hereby agree that any and all information contained in this Agreement is confidential and is solely for the benefit of the parties herein and if either party provides confidential or proprietary information to the other party (hereinafter referred to as "**Proprietary Information**"), such proprietary information shall be held in confidence, and the receiving party shall afford such proprietary information the same care and protection as it affords generally to its own confidential and Proprietary Information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party.
- 7.4 The parties acknowledge and agree that all information disclosed by either party in written / verbal form to the other in connection with or pursuant to this Agreement shall be deemed to be proprietary information. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only for the intended purpose, and such written proprietary information, including all copies thereof, shall be destroyed after the receiving party's need for it has expired or upon the request of the disclosing party. Proprietary information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing party.
- 7.5 Nothing in this Article 7 shall restrict the parties from disclosing any Information in the following cases:
- 7.5.1 where such Information is in the public domain other than by breach of this Agreement;
- 7.5.2 where such information is required to be disclosed by any applicable law, by any court's order or required to be disclosed to any governmental authority to whose jurisdiction the parties are subject;
- 7.5.3 where such information is disclosed to the employees, directors, professional advisers and lenders of any party including their respective affiliates, provided that such party shall procure that such persons treat such information as confidential and undertake the same level of confidentiality obligations as are described in this Article 7;
- 7.5.4 where such Information is disclosed to any proposed investor in any party and such investor's advisers to the extent they are required to have access to the confidential information, provided that such party shall procure that such persons treat such information as confidential and undertake the same level of confidentiality obligations as are described in this Article 7;
- 7.5.5 if any of such information is later acquired by any party from a source not obligated to any other party hereto, or its affiliates, to keep such Information confidential;
- 7.5.6 any of such information was previously known or already in the lawful possession of any of the parties, prior to disclosure by any other party hereto; and
- 7.5.7 if such information shall have been independently developed by the any of the parties without reference to any Information furnished by any other party hereto.




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ARTICLE 8: REPRESENTATIONS AND WARRANTIES

- 8.1 The parties represent and warrant that they shall obtain and/or have obtained individually all required and necessary approvals, consents, permits and authorization, as applicable, for entering into this Agreement and perform any act and/or obligation under this Agreement including but not limited to all requisite environmental sanctions.
- 8.2 The parties represent and warrant that they have been duly authorized and have the full right and authority to enter into, execute and deliver this Agreement;
- 8.3 The parties represented warrant that they have the authority to enter into this Agreement and shall not be in violation of any applicable law upon the execution of this Agreement;
- 8.3.1 This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- 8.3.2 Its representations shall stand true and valid during the term, including extension thereof, and it shall have an obligation to disclose to the other party as and when any of its representations ceases to be true and valid.

ARTICLE 9: TERMINATION

- 9.1 If, any party to this Agreement:
- 9.1.1 is in material breach of its obligations under this Agreement;
- 9.1.2 fails to comply with applicable law and/or permits; and
- 9.1.3 abandons or repudiates the Agreement;
- 9.1.4 ACL's inability to lift the quarterly preferential quantity of Fly Ash at delivery point on continuous basis for more than 30 (thirty) days.

In such case, the other party may give notice regarding the same.

Then the party in default is required to make good such failure or breach to its reasonable satisfaction, within a notice period of 30 (thirty) days from the date of receipt of such notice. If the defaulting party fails to make good the cause within the specified period, then the other party can terminate the Agreement by giving a further notice of 10 days and the defaulting party shall be liable to make good the damages to the other party for the amount of the default period / liability which shall be limited to a maximum liability of the amount worked out for the quarterly contracted quantity determined at the applicable rate of Fly Ash for the month.

- 9.2 Without prejudice to any claim for any antecedent breach, either party shall be entitled at its option, on the occurrence of any of the following events, to terminate this Agreement by delivering a written notice of 90 (ninety) days to that effect to the other party:
- 9.2.1 If any direction or order from any Governmental Authority or any change in applicable law is enacted and brought in force, which prevents or significantly impairs the construction of the performance of any of the party under this Agreement. In this case, the Agreement will automatically become void;
- 9.2.2 In case a force majeure event continues for a continuous period of more than 90 (ninety) days, both parties shall mutually discuss on terms and conditions so as to terminate the Agreement and in no case the Agreement shall terminate automatically.



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- 9.3 The termination of this Agreement shall not relieve either party of any obligation or liability which has accrued prior to termination including their obligations under Article 9 hereof.
- 9.4 The parties shall settle the accounts within a period of 30 (thirty) days from the date of termination of this Agreement.
- 9.5 During the tenure of this Agreement, for reasons other than those stated in Article no. 9.1, 9.2 & force majeure, termination can happen only with the mutual consent of both the parties. In the event of such mutual Agreement of termination, both parties shall continue to discharge their respective duties / obligations under the Agreement during the notice period as per the mutually agreed terms.
- 9.6 Neither party, TSPL and/or ACL shall be liable for any indirect or consequential damages

ARTICLE 10: MISCELLANEOUS

10.1 Successors, Assigns and Assignment:

- 10.1.1 The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties provided that whenever such successor and permitted assigns exercise any right or seek performance of any obligation/liability under this Agreement, they shall do so by complying with all the obligations and liabilities of the concerned party under this Agreement and such respective successor and permitted assigns of the parties are capable of performance of any obligation/liability under this Agreement;
- 10.1.2 Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided herein.
- 10.1.3 Each party shall be entitled to assign the whole or any part of this Agreement or any benefit or interest or obligation in or under this Agreement with prior written approval of the other party.

10.2 Contract Coordination

TSPL and ACL shall appoint its authorized representative to co-ordinate all the issues related to this Agreement.

10.3 Arbitration and Dispute Resolution

- 10.3.1 In case of any disputes, differences, claims between the parties hereto arising out of this Agreement, the same shall be referred to the senior management of each party for an amicable settlement.
- 10.3.2 In case no amicable solution is arrived at within a period of 30 days of such reference to the senior management, then the dispute will be referred to arbitration by a single arbitrator to be appointed by the mutual written consent of the parties. In case the parties fail to appoint the sole arbitrator within 30 days from the notice of commencement of arbitration by any party, each party shall appoint one arbitrator and the two arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.
- 10.3.3 The venue of arbitration shall be Mansa, Punjab. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English. The award of the arbitrator(s) shall be final and binding.
- 10.3.4 The cost of arbitration shall be equally shared by both the parties or otherwise as decided in the award passed in arbitration proceedings.



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10.4 Governing Law and Jurisdiction

Subject to the foregoing clause no.10.3, this Agreement shall be governed by and construed under the laws of India and the courts of Mansa, Punjab shall have the exclusive jurisdiction to adjudicate upon any issue arising out of this Agreement.

10.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

10.6 Titles and Subtitles

The titles, subtitles and headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.7 Notices

10.7.1 Any notices, requests, demands or other communication required or permitted to be given under this Agreement (hereinafter referred to as the "Notice") shall be written in English and shall be delivered by any one of the following modes of communication, these being deliveries by courier or transmission by facsimile and shall be deemed delivered

- (i) on the date of delivery when delivered personally by hand;
- (ii) on the date of transmission when sent by facsimile transmission during normal business hours;
- (iii) 3 (three) Business Days after dispatch, when sent by a reputable courier service that maintains records of receipt; or
- (iv) 7 (seven) Business Days after dispatch, when sent by first class or airmail letter, provided, however, that in any such case, such communication is addressed as provided in Article 10.7.2 below;

10.7.2 All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be addressed as follows:

If to ACL

To,

S K Mathur
Ambuja Cements Ltd.
Ropar grinding Unit
Vill - Daburji; PO - Lodhimajra
Distt - Ropar 140113, Punjab

If to TSPL

To,

Head Commercial
Talwandi Sabo Power Ltd.
Mansa-Talwandi Sabo Road
Village Banawala, Mansa-151302
Punjab


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or at such other address as the party to whom such notices are to be given shall have last notified the party giving the same in the manner provided in this Article, but no such change of address shall be deemed to have been given until it is actually received by the party sought to be charged with the knowledge of its contents. Unless there is evidence that it was received earlier, any notice delivered to the party to whom it is addressed as provided in this Article shall be deemed to have been given and received, (i) if delivered personally, when left at the address referred to in this Article, and (ii) if delivered by fax, when confirmation of its transmission has been recorded by the sender's fax machine.

Wherever a party gives a notice to the other, it shall also provide copies of all available supporting documents to substantiate the contents of the notice.

10.8 Amendments and Waivers

This Agreement may be modified, supplemented or amended only by a written instrument executed by the parties hereto. No waiver of any provision, condition or covenant of this Agreement shall be effective as against the waiving party unless such waiver is in writing signed by the waiving party. Waiver by a party as provided in this article, shall not be construed as or constitute either a continuing waiver of such provision, condition or covenant or a waiver of any other provision, condition or covenant hereof. The failure of any party at any time to require performance by the other party of any provision, condition or covenant of this Agreement shall in no way affect its right thereafter to enforce the provision, condition or covenant or any other provision, condition or covenant.

10.9 Independent Rights

Each of the rights of the parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the party, whether under this Agreement or otherwise.

10.10 Severability

If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, this shall not invalidate any of the remaining provisions of this Agreement. To the extent permitted by applicable law, the parties agree in good faith to replace any such illegal, void or unenforceable provision by a lawful provision having an economic effect as close as possible to the original provision.

10.11 Delay or Omission

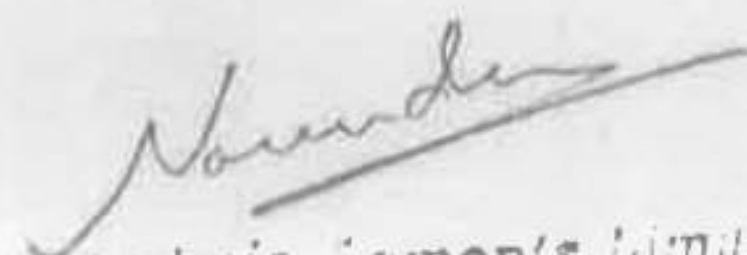
No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of the other party under this Agreement shall impair any such right, power or remedy of such holder, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

10.12 Further Assurance

Each party shall from time to time, at the request of either party and without further cost or expense to such requesting party, execute and deliver such other instruments and take such other actions as such other party may reasonably request in order to carry out any of the act or obligations under this Agreement.

10.13 Entire Agreement




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This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understanding of the parties, oral and written, with respect to such subject matter, if any.

10.14 Binding Effect

All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and assigns of the parties.

10.15 No Partnership or Agency

Nothing in this Agreement shall be deemed to constitute a partnership, joint-venture or the creation of an association of persons between the parties or constitute any party, the agent of any other party for any purpose or entitle any party to commit or bind any other party in any manner or give rise to fiduciary duties by one party in favour of any other.

10.16 No Third Party Beneficiary

The terms and provisions of this Agreement are intended solely for the benefit of each of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

10.17 Reasonable Efforts

Subject to the terms and conditions of this Agreement each party shall use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws to consummate the transactions contemplated herein. Each party agrees to execute and deliver such other documents, certificates, Agreements and other writings and to take such other lawful actions as may be necessary or desirable in order to consummate or implement expeditiously any of the obligations prescribed herein in this Agreement.

10.18 Certain Filings

The parties shall cooperate with each other (a) in determining whether any action by or in respect of, or filing with, any governmental authority is required, or any actions, consents, approvals, or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated in this Agreement; and (b) in taking such timely actions for making any such filings, furnishing information required in connection therewith to obtain any such consents, approvals or waivers.

10.19 Representation by Signatories

Each signatory to this Agreement, represents and warrants that he is duly authorized by the party for and on whose behalf he is signing this Agreement, to execute the same in a manner binding upon the said party and that all corporate approvals and procedures necessary for vesting such authority on him, have been duly obtained and complied with.

10.20 Indemnification

10.20.1 General Indemnity

Each party hereby agrees to indemnify, defend, protect and hold harmless the other party and their employees, officers and directors, from and against, and assumes liability for: (a) any injury, loss or damage to any person, tangible property or facilities of any person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the gross negligence or willful misconduct of such party, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees and vendors arising out of or in connection with the performance by such party of its obligations, representations and warranties under this Agreement; and (b) any claims, liabilities or damages arising out of any violation by such party



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of any regulation, rule, statute or court order of any statutory or governmental authority in connection with the performance by such party of its obligations under this Agreement.

10.21 PROTECTION AND CARE

- 10.21.1 From the commencement to the completion of the scope of the work under this Agreement, ACL shall take full responsibility for the care of the TSPL's facility, personnel, equipment etc.
- 10.21.2 During the term of this Agreement, ACL shall perform its activities under this Agreement, to the extent such activities are performed within TSPL's facility, as per industry standards.
- 10.21.3 During the term of this Agreement, TSPL shall perform its activities under this Agreement, to the extent such activities are performed within TSPL's facility, as per industry standards.

10.22 Force Majeure

- 10.22.1 Any event or a combination of events and circumstances referred to herein, which is beyond the reasonable control of the affected party and shall be limited to all or any of the following circumstances:

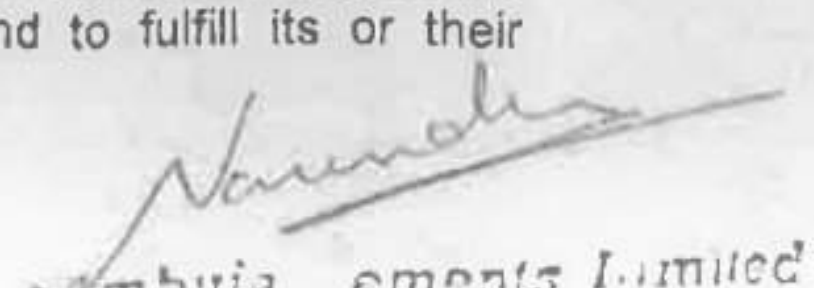
- i. Earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lighting, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- ii. Any event or circumstances of a nature analogous to any of the foregoing;
- iii. An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- iv. Any change in law affecting activities pertaining to loading of Fly Ash into fly ash carrier and transportation / consumption of Fly Ash, TSPL & ACL shall be responsible respectively.
- v. If there is a government expropriation, nationalization of all or a substantial part of the assets of any Party.

- 10.22.2 Except as may be otherwise specifically provided in this Agreement, neither party shall be in default if and to the extent that any failure or delay in such party's performance of one or more of its obligations hereunder is caused by the force majeure and such party's ("Affected Party") performance of such obligation or obligations shall be excused for and during the period of any such delay subject to a maximum period of 06 (six) Months, continuous or non-continuous in aggregate. However, if the force majeure event prolonged for a continuous period of more than 90 (ninety) days, either party shall be entitled at its option to terminate this Agreement as per Article no. 9.2. The party claiming relief under this Article shall notify the other party in writing of the existence of the event relied on and the cessation or termination of said event as provided in Article 10.23.3 herein below;

- 10.22.3 The affected party shall give notice to the other party of any event of force majeure as soon as reasonably practicable, but not later than 7 (seven) days after the date on which such affected party knew or should have known of the commencement of the event of force majeure. If an event of force majeure results in break-down of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the affected party claiming force majeure shall give such notice as soon as reasonably practicable after reinstatement of communications but not later than 1 (one) day after such reinstatement. Such notice shall include full particulars of the event of force majeure relied/claimed, its effects on the affected party claiming relief and the remedial measures proposed;

- 10.22.4 The party affected by the event of force majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of this Agreement and to fulfill its or their obligations under this Agreement.


Signature of authorized signatory


Ambuja cements Limited
Authorized Signatory

10.22.5 The affected party shall give regular updates on the progress of those remedial measures and such other information as may be required from time to time including with regard to cessation or termination of the said event.

10.22.6 Delay or non-performance by either party hereto caused by the occurrence of any event of force majeure shall not:

- i. Constitute a default or breach of this Agreement
- ii. Give rise to any claim for damages or additional cost or expense occasioned thereby.

10.23 Non Exclusive Engagement

TSPL hereby grants to the ACL a non-exclusive right, on the terms and conditions contained herein. Nothing herein contained shall prevent or prohibit TSPL from supplying the Fly Ash to other parties, also ensuring that the quantities committed under this Agreement are provided to ACL. It is clearly agreed and understood between the parties hereto that the ACL shall also on their part be at liberty to off take the Fly Ash from other industries who generate the Fly Ash after off taking the quantities from TSPL as per this Agreement.

10.24 Amendment

Any additions, deletions or modifications to this Agreement will be binding on both the parties, if the same are reduced into writing by way of amendment or addendum or exchanging letters. A letter from the Company effecting any amendment to these presents and accepted by the other shall be a valid amendment.

10.25 Anti-Bribery & Corruption Directives (ABCD) of the Company

TSPL/ACL is aware that the ACL/TSPL has instituted a whistleblower policy to promote the highest standards of professionalism, honesty, integrity and ethical behavior within its organization. ACL and TSPL declare(s) that he / they / it has / have not paid or agreed to pay any favor either in cash or kind to any of the officials of the ACL and TSPL either directly or indirectly to secure this contract and further undertake(s) to promptly inform the each other if any such demand is made in future by any officials of TSPL/ACL directly or indirectly.

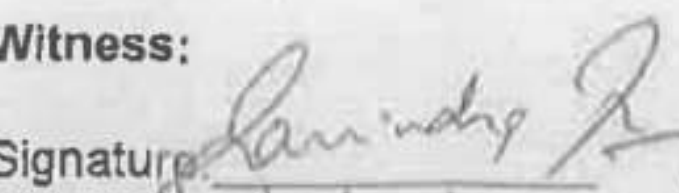
IN WITNESS WHEREOF the Parties hereto have set and subscribed their hand on the day and the year first herein above mentioned:

For TSPL

Signed and delivered by the

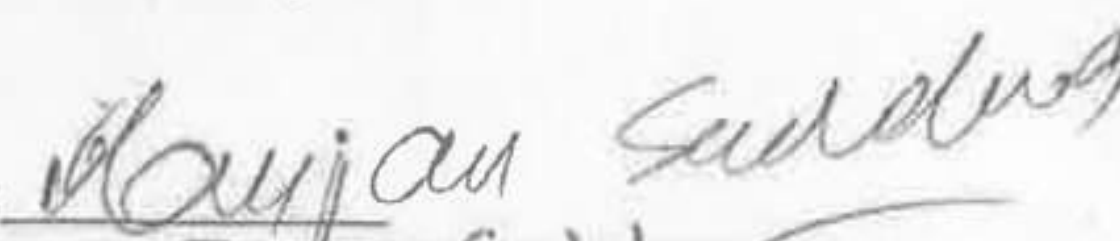
Signature: 
Name: Chetan Shrivastava
Designation: AVP Commercial

Witness:

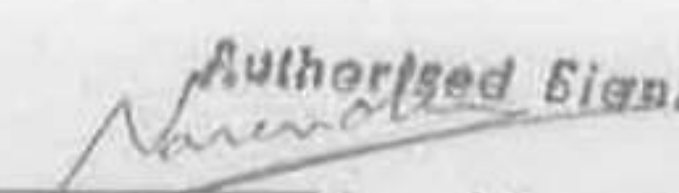
Signature: 
Name: Ravindra Kumar
Designation: Asst. Mgr.

For ACL Limited

Signed and delivered by the

Signature: 
Name: Ranjan Sachdeva
Designation: Asst. Mgr. Procurement

Witness:

Signature: 
Name: Navinder Kumar
Designation: DGM- Procurement

Annexure-1 Scope of work of TSPL

The detailed scope of work of TSPL under this Agreement is to:

1. Provide access to Fly Ash loading station:

- (a) TSPL shall provide access to the storage and carrying equipment of ACL, like fly ash carrier (hereinafter referred to as "**Transportation Equipment**"), at TSPL's site for lifting of Fly Ash from the facility's Fly Ash gate to the loading station through TSPL's defined road route.
- (b) ACL shall not use any other road route for access to its transportation equipment and Drivers/Helpers to the Fly Ash loading station.
- (c) ACL shall follow the instruction of TSPL's security for main gate entry of its transportation equipment inside the TSPL's facility.
- (d) ACL shall perform all the documentation at the main gate and at any other place inside the facility as directed by TSPL from time to time.
- ~~(e) Open body truck, dumpers (open storage) etc. are restricted for dry Fly Ash loading.~~
- (f) TSPL shall not allow re-handling, i.e. transfer of Fly Ash from one transportation equipment to another, by ACL inside its facility.

2. Provide weighbridge:

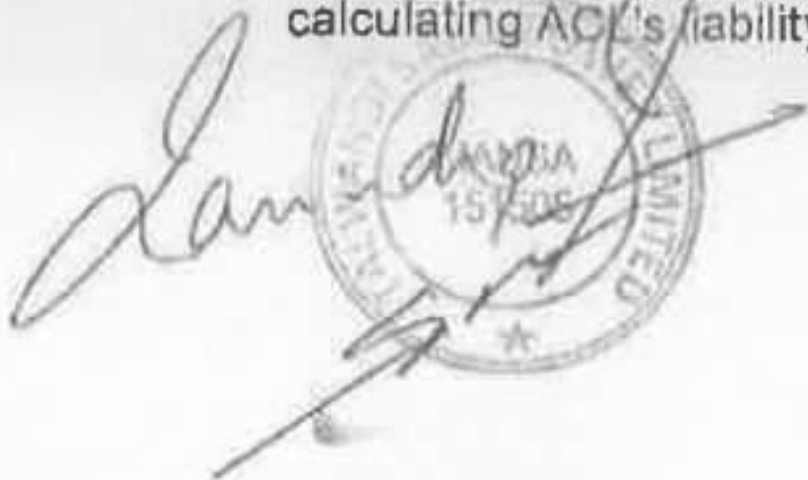
- (a) TSPL shall provide weighbridge inside its facility for weighing of transportation equipment of ACL which is intended to carry Fly Ash.
- (b) Weight measurement shall be performed two times for calculation of net weight of the Fly Ash. i.e. tare weight and gross weight.
- (c) Net weight calculated based on the tare weight and gross weight of Fly Ash carrying transportation equipment measured and recorded at TSPL's weighbridge shall be final and binding on ACL.
- (d) TSPL shall obtain the calibration and stamping of the weighbridge from the concerned governmental authorities in accordance with applicable laws.

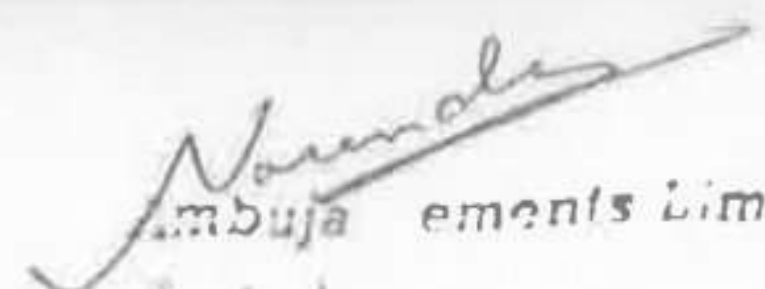
3. Provide operation & maintenance of Fly Ash storage, distribution and loading station:

- (a) TSPL shall ensure operation and maintenance of the Fly Ash storage, and loading station.
- (b) Fly Ash loading facility to operate round the clock depending upon unit load conditions

4. Providing insurance coverage to Fly Ash storage, distribution and loading facility:

- (a) TSPL shall take care of all legal and statutory compliances of the Fly Ash storage, distribution and loading station along with surrounding / nearby facilities owned by TSPL.
- (b) In furtherance of Article 10.21.1, in case any facility owned by TSPL suffers any damage by any act of ACL inside its facility, the same shall be repaired / replaced by TSPL at ACL's risk and cost. However, the amount, if any, received by TSPL against the insurance claim for the said damaged facility shall be adjusted suitably while calculating ACL's liability towards repair/replacement cost of the damaged facility.




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5. Test of quality of Fly Ash

TSPL shall test the quality of the Fly Ash made available by it at the delivery point on a regular basis, subject to a minimum of twice in a month. TSPL shall provide a certified true copy of test report within 3 days of performance of such test.

No other facilities whatsoever shall be made available by TSPL to ACL except as mentioned under Point No. 1 to 5 above.



Narinder
Ambuja Cements Limited

Authorised Signatory

Annexure-2 Scope of work of ACL

The detailed scope of work of ACL under this Agreement is to:

1. **Deploy transportation equipment for loading of Fly Ash at Fly Ash distribution and loading station:**

ACL shall deploy sufficient nos. of transportation equipment for loading of Fly Ash at Fly Ash loading station according to the Fly Ash take off plan. All required transportation arrangement after the delivery point to be ensured by ACL at its cost.

2. **Provide transportation & transit insurance services for transport of Fly Ash**

ACL shall arrange for the transportation and take suitable transit insurance for the transportation of Fly Ash from TSPL's Fly Ash loading station to Fly Ash destination location.

3. **Provide all pollution control measures**

ACL shall take due care to prevent Fly Ash spillage during transportation. ACL shall furnish & ensure all kind of statutory norms/documents related to transportation and handling of fly ash transportation equipment.

ACL intends to use the Closed Body Trucks (CBT). Loading in CBT shall be allowed initially for a trial period of 1 week based on the mutual studies of both the parties. The CBT Shall only be allowed after complete satisfaction of TSPL as far as storage/movement/spillage is concerned. All kind of Necessary & essential approvals from PPCB (Punjab Pollution Control Board) & other statutory approvals shall be arranged by ACL and true copies of same shall be submitted to TSPL.

Subject to above, TSPL may allow to continue the movement of CBT.

4. **Provide safety measures**

ACL shall implement all safety measures in respect of its transportation equipment and manpower engaged for transportation of Fly Ash within TSPL's facility.

5. **Provide detail of Fly Ash utilization**

ACL shall provide detail of Fly Ash utilization on monthly basis in the format provided by TSPL if required by and in accordance with applicable laws.

6. **Provide authorization**

ACL shall provide an authorization in TSPL's prescribed format, if ACL wishes to depute an agent / sub-contractor / transporter etc. for performing any of the obligations of ACL under this Agreement. However, such agent/ sub-contractor / transporter etc. shall be considered as ACL for the purpose of various articles of this Agreement.

7. **Provide insurance coverage to ACL's equipment and manpower.**

ACL shall ensure that the transporter appointed by ACL to lift Fly Ash shall provide sufficient insurance coverage to its transportation equipment and manpower. TSPL shall not be liable for any insurance coverage for transportation equipment and manpower placed by appointed transporter of ACL.



Narender
Mansa Cement Limited

Authorised Signatory