

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 582 OF 2024**

**IN THE MATTER OF:**

Rakesh Kumar

...Applicant

**Versus**

Union of India & Ors.

...Respondents

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**Through**

  
**SAGUS LEGAL**

Advocate for the Respondent No.73

Hisar Metal Industries Limited

B-7/8, Ground Floor Safdarjung Enclave, New Delhi – 110029

Email: service@saguslegal.com

Contact No. 011 46552925

**Place: New Delhi**

**Date: 13.02.2025**

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 582 OF 2024**

**IN THE MATTER OF:**

Rakesh Kumar

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Union of India & Ors.

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**REPLY ON BEHALF OF RESPONDENT NO. 73 I.E., HISAR  
METAL INDUSTRIES LIMITED.**

**MOST RESPECTFULLY SHOWETH:**

1. The present Reply is being filed by the Respondent No. 73 i.e., Hisar Metal Industries Limited (“HMIL”/ “**Answering Respondent**”) to the captioned Original Application No. 582 of 2024 (“OA”) filed by Rakesh Kumar (“**Applicant**”).
2. The present OA has been filed by the Applicant seeking the following reliefs:
  - “a. Allow the present application before this Hon'ble Tribunal under section 14 read with section 18 of the National Green Tribunal Act, 2010 for issuance of directions to the respondents to implement the orders passed with regard to NCR regarding use of PNG/CNG as fuel to improve air quality may be made applicable to HISAR also.*
  - b. Pass any other order/s which this Hon'ble Tribunal may deem fit in the facts and circumstances of the case”*
3. This Hon'ble Tribunal *vide* its Order dated 06.09.2024 directed the impleadment of 118 industrial units in Hisar, including the Answering Respondent.
4. At the outset, the Answering Respondent denies and disputes all allegations/averments made by the Applicant in the present OA

to the extent that the same are not specifically admitted herein. Any omissions on the part of the Answering Respondent to deal with any specific averments of the Applicant in the Reply should not be construed as an admission/acceptance thereof. It is respectfully submitted that whenever found necessary, the Answering Respondent will seek liberty of this Hon'ble Tribunal to supplant its submissions by adducing additional documents information.

5. The Answering Respondent has restricted its submissions to preliminary submissions in the present reply. However, the Answering Respondent reserves the right to file the para-wise reply as and when required, or as directed by this Hon'ble Tribunal.

#### **PRELIMINARY SUBMISSIONS**

##### **A. *Answering Respondent is complying with the orders of Haryana State Pollution Control Board***

6. It is submitted that on 23.06.2022, Respondent No.5, Commission for Air Quality Management in National Capital Region and Adjoining Areas (“CAQM”/ “Respondent No. 5”) issued Direction No. 65 pertaining to “*Standard List of approved fuels for various applications across NCR*” which was amended on 03.04.2023. A copy of the Direction No. 65 is annexed herewith and marked as **Annexure- A**
7. In compliance with the directions of CAQM, Haryana State Pollution Control Board (“HSPCB”/ “Respondent No.4”) on 21.07.2022 (“HSPCB Order”) amended its order dated

12.12.2018 and issued the list of approved fuels in National Capital Region (“NCR”) and non-NCR region.

8. It is humbly submitted that the Hisar region does not fall within the NCR or its adjoining area. The same is evident from the reply of the HSPCB wherein it categorically admitted that jurisdiction of the Hisar Region lies outside the NCR. The relevant extract of the HSPCB reply is reproduced herein below:

*“2.... It is appropriate to mention here that the jurisdiction of Hisar Region lies outside the National Capital Region (NCR), approximately 157 Kilometres from Delhi”*

9. It is submitted that the industrial unit of the Answering Respondent falls in the Hisar region. Hence, as per HSPCB Order, the Answering Respondent is to use the list of fuels approved for the non-NCR region. The list of approved fuels for non-NCR region as per HSPCB Order is as follows:

*“Standard list of approved fuels for entire non NCR.*

- 1. Petrol (as per norms prescribed by Government of India from time to time).*
- 2. Diesel (as per norms prescribed by Government of India from time to time).*
- 3. Liquid Petroleum Gas (LPG) and PNG for domestic and commercial use.*
- 4. Natural Gas/Compressed Natural Gas (CNG) for vehicles.*
- 5. Piped Natural Gas (PNG) and LPG for boilers, furnaces, Lime Kilns and Thermic Fluid Heaters.*
- 6. Aviation turbine fuel.*
- 7. Coal for boilers, furnaces, Thermic Fluid Heaters, Lime Kilns and Brick Kilns.*
- 8. Low- Sulphur Diesel Fuel (LSDF) for boilers, furnaces, Lime Kilns, Thermic Fluid Heater and incinerators.*
- 9. Biomass / Agriculture refuse such as Rice Husk, Mustard Husk, Bagasse, Almond husk, Walnut Husk either in the form of Briquettes or loose to be used in Boilers, Furnace, Brick Kilns.*
- 10. Firewood and dung cake for domestic use, crematoriums and for other religious purposes.*
- 11. Wood Charcoal for use in clothes ironing.*
- 12. Biogas, Bio fuel, Char Coal.*

*13. Refuse Derived Fuel (RDF) for Power Plant, Cement Plants including Waste- to-Energy Plants.”*

10. That on 20.07.2020, the HSPCB had issued the consent to operate of the industrial unit of the Answering Respondent valid for a period of 5 years (“**CTO**”). In accordance with this CTO, the industrial unit of the Answering Respondent is using Diesel for its generator sets as fuel which are amongst the approved fuels for the non-NCR region as per HSPCB Order at Sr. No. 2. Thus, it is clear that the industrial unit of the Answering Respondent is complying with the HSPCB Order. Further, the Answering Respondent has also entered into a gas supply agreement dated 27.11.2024 with HCG (KCE) Private Limited for the supply of Piped Natural Gas (“**PNG**”) for its Industrial unit. A copy of the CTO is annexed herewith and marked as **Annexure - B** and a copy of the agreement dated 27.11.2024 is annexed hereto and marked as **Annexure - C**
11. Furthermore, it is submitted that HSPCB in its reply at Para 3 has admitted that all the industrial units located within Hisar District are using the fuels in consonance with the HSPCB Order. The relevant extract of the HSPCB reply is reproduced herein below:

*“3. It is worthwhile to mention here that as per the data of consent granted by the answering respondent, there are 126 air-polluting units located within the jurisdiction of Hisar District. The majority of these units use Electricity, Diesel, Biomass, Rice Husk, HSD, LDO etc., as fuel. Recently, 08 units in Hisar District have opted to switch to PNG as a fuel source. It is pertinent to mention that all the said units are using the fuels in consonance to the HSPCB order dated 21.07.2022....”*

*(Emphasis Supplied)*

12. In view of the aforesaid, it is clear that industrial unit of the Answering Respondent (a) does not fall within the NCR region or its adjoining area; and (b) is complying with the HSPCB Order.
13. Pursuant to the above, it is submitted that the Answering Respondent is compliant with the applicable guidelines of HSPCB.

***B. Directions of CAQM are not applicable for Hisar***

14. It is submitted that as per Section 1 of the Commission for Air Quality Management in National Capital Region and Adjoining Areas Act, 2021 (“CAQM Act”), the CAQM Act is applicable to NCR and also to adjoining areas in so far it relates to matters concerning air pollution in NCR. Section 2(a) defines adjoining areas. The relevant extract of CAQM Act is reproduced herein below:

*“1. Short title, application and commencement.—(1) This Act may be called the Commission for Air Quality Management in National Capital Region and Adjoining Areas Act, 2021.*

*(2) It shall apply to the National Capital Region and also to adjoining areas in so far as it relates to matters concerning air pollution in the National Capital Region.*

*(3) It shall be deemed to have come into force on the 13th April, 2021.*

*2. Definitions.—(1) In this Act, unless the context otherwise requires,—*

*(a) “adjoining areas” means the areas in the States of Haryana, Punjab, Rajasthan and Uttar Pradesh, adjoining the National Capital Territory of Delhi and the National Capital Region, where any source of pollution is located, causing adverse impact on air quality in the National Capital Region”*

*(Emphasis Supplied)*

15. From the conjoint reading of Section 1(2) and Section 2(a) of the CAQM Act, it is clear that CAQM Act is applicable to (a) National

Capital Region; and (b) adjoining areas in State of Haryana, Punjab, Rajasthan and Uttar Pradesh, adjoining the National Capital Territory of Delhi and NCR where source of pollution is located causing adverse impact on air quality in the NCR.

16. It is submitted that as per annual report for FY 2021-2022 of NCR Regional Planning Board, following areas of State of Haryana fall under NCR constituent areas: (a) Faridabad, (b) Gurugram, (c) Nuh (erstwhile Mewat), (d) Rohtak, (e) Sonapat, (f) Rewari, (g) Jhajjar, (h) Panipat, (i) Palwal, (j) Bhiwani, (k) Charkhi Dadri, (l) Mahendragarh, (m) Jind and (n) Karnal. Thus, it is clear that Hisar region lies outside the NCR region and the directions of CAQM cannot be made applicable to the Hisar region. Further, HSPCB in its reply has also admitted that directions of CAQM is not applicable to the Hisar district.
17. Without prejudice to the above, it is submitted that directions of the CAQM can be made applicable to adjoining areas only when any source of pollution located in the adjoining area is causing adverse impact on air quality in the NCR region. It is submitted that Applicant has failed to show how the industrial units in Hisar region are impacting the air quality in the NCR region, especially given a distance of 157 Kms from Delhi. In absence of any evidence to this effect, the directions applicable to NCR region cannot be made applicable to Hisar region.
18. In view of the foregoing, it is respectfully prayed that the present Original Application may kindly be dismissed.

**FILED BY:***For Hisar Metal Industries Ltd.**Authorised Signatory***TRILOK VERMA****Authorized Signatory  
Hisar Metal Industries Limited  
(Respondent No. 73)****THROUGH:****SAGUS LEGAL**

(Advocate for the Respondent No. 73)

Hisar Metal Industries Limited

B-7/8, Ground floor, Safdarjung Enclave, New Delhi- 110029

Contact No: 011 46552925

Email: service@saguslegal.com

**DATE: 11.02.2025**  
**PLACE: HISAR**

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 582 OF 2024**

**IN THE MATTER OF:**

Rakesh Kumar ...Applicant

**Versus**

Union of India and Ors. ... Respondents

**AFFIDAVIT**

I, TRILOK VERMA, aged about 64 years, being the Authorized Representative of the Respondent No.73 Company i.e. Hisar Metal Industries Limited, having my office at NEAR INDUSTRIAL DEVELOPMENT COLONY, HISAR-125005 do hereby solemnly affirm and state as under:

1. That I am the authorized signatory for Respondent No. 73 company. I am fully conversant with the facts and circumstances of the case, and I have been duly authorized and am, therefore, competent to affirm this affidavit.

I say that I have read the accompanying Reply to the Original Application and have understood the contents thereof and I say that the same has been drafted under my instructions.

3. That the contents of this Reply are within my knowledge based on the records available with Respondent No. 73 Company and are based on information received by me which I believe to be true.



- 4. That the annexures filed along with the accompanying Reply are true copies of their respective originals.

For Hissar Metal Industries Ltd.  
*[Signature]*  
 Authorised Signatory

**DEPONENT**

**VERIFICATION**

I, TRILOK VERMA, the above-named deponent, do hereby verify that the contents of this affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.



For Hissar Metal Industries Ltd.  
*[Signature]*  
 Authorised Signatory

**DEPONENT**

Verified by me on \_\_\_\_\_ day of 2025 at \_\_\_\_\_

*[Signature]*  
 11/2/2025  
 NOTARY  
 HISAR

GOVT

COMMISSION FOR AIR QUALITY MANAGEMENT  
IN NATIONAL CAPITAL REGION AND ADJOINING AREAS  
17<sup>th</sup> Floor, Jawahar Vyapar Bhawan (STC Building)  
Tolstoy Marg, New Delhi-110001

F. No. A-110018/01/2021-CAQM/8218-40

Dated: 23<sup>rd</sup> June, 2022

**Subject: Standard list of approved fuels for various applications across NCR.**

WHEREAS, emissions due to use of polluting fuels for various industrial, vehicular, domestic and miscellaneous purposes contribute significantly to the degradation of air quality in the NCR and adjoining areas and accordingly a consistent need has been felt to switch over to lesser polluting and cleaner fuel in the NCR;

2. WHEREAS, the Central Govt., State Govts. in the NCR and the Govt. of the NCT of Delhi have been continually making efforts to move towards use of cleaner fuels across various sectors contributing to the overall air quality in the region;

3. WHEREAS, the Govt. of NCT of Delhi and the State Govts. of Haryana and Rajasthan have an approved fuel list for various applications in their respective states, including the districts in the NCR, the State of Uttar Pradesh presently does not have an approved fuel list of its own;

4. WHEREAS, a perusal of such approved fuel lists as above indicates that there are still some heavily polluting fuels featuring in the approved fuel lists like coal, HSD, Naptha, LDO etc., the lists are not comprehensive, non-uniform and vary significantly from state to state;

5. WHEREAS, the matter related to use of clean fuels for industrial applications has already been deliberated extensively in the Commission from time to time and shifting of industries to PNG / cleaner fuels has been a priority area for the Commission and to this effect, statutory directions for permissible fuels for industrial applications in the NCR have already been issued in terms of Direction Nos. 53, 62, 63 and 64 dated 04.02.2022, 17.03.2022, 18.05.2022 and 02.06.2022 respectively;

2and

6. WHEREAS, the concerns of air pollution are uniform across NCR and particularly from the standpoint of a common airshed approach for the entire NCR and adjoining areas, it is desirable to have a unified list of approved fuels for various applications across all sectors in the entire territorial jurisdiction of the NCR towards aiming for uniform and better emission standards and an overall improved air quality in the region;

7. WHEREAS, in pursuance of the Order of Hon'ble Supreme Court of India dated 16.12.2021 (Civil) No 1135 in the matter of Aditya Dubey (minor) and Anr v/s UOI & Ors, directed the Commission to with a view to "find permanent solution to the air pollution menace occurring every year in Delhi and NCR, suggestions may be invited from the general public as well as the experts in the field, an Expert Group was constituted by the Commission to examine and deliberate upon all such suggestions and proposals;

8. WHEREAS, the Expert Group in their report in the subject matter have also strongly recommended phasing out usage of heavily polluting fossil fuels like coal, diesel oil, light diesel oil (LDO), Pyrolysis oil, Naptha etc. across NCR and to this end, have recommended a "Common" approved fuel list for NCR, incorporating cleaner fuels, to the extent possible;

9. WHEREAS, the proposed standard / common fuel list for NCR was also deliberated upon as an agenda item in the recently held meeting of the full Commission on 25.05.2022 and considering the need to optimally balance the imperatives of sustainability of operations as also the emissions from use of various types/ categories of fuels that have a direct bearing on the air quality, the Commission approved the standard fuel list for uniform adoption of clean fuels across the entire NCR, barring some exceptions;

10. NOW, THEREFORE, in exercise of its powers under Section 12 of the Act, the Commission hereby directs for adoption of a standard list of fuels in NCR as annexed;

*2/11/22*

11. The aforesaid standard list of approved fuels shall come in force w.e.f. 01.10.2022 (for areas where PNG infrastructure and supply is already available) and w.e.f. 01.01.2023 (for other areas where the PNG supply is still not available). In effect, the approved fuel list shall be completely in force in the entire NCR w.e.f. 01.01.2023.

12. Strict compliance of the above noted directions of the Commission be ensured by all concerned.

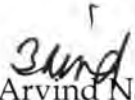
  
(Arvind Nautiyal)  
Member-Secretary  
Tel No.: 011-23701197  
Email: [arvind.nautiyal@gov.in](mailto:arvind.nautiyal@gov.in)

To,

1. The Chief Secretary, Govt. of Haryana.
2. The Chief Secretary, Govt. of Rajasthan.
3. The Chief Secretary, Govt. of Uttar Pradesh.
4. The Chief Secretary, Govt. of NCT of Delhi.
5. Member Secretary, Haryana State Pollution Control Board.
6. Member Secretary, Rajasthan State Pollution Control Board.
7. Member Secretary, Uttar Pradesh State Pollution Control Board.
8. Member Secretary, Delhi Pollution Control Committee.

Copy to:

The Chairperson and all Members, CAQM.

  
(Arvind Nautiyal)  
Member-Secretary

**Standard list of approved fuels for entire NCR**

- **Petrol** (BS VI with 10 ppm Sulphur) as per Notification of Government of India as amended from time to time- **Vehicular fuel**
- **Diesel** (BS VI with 10 ppm Sulphur) as per Notification of Government of India as amended from time to time- **Vehicular fuel**
- **Hydrogen/Methane**- Vehicular and Industrial purposes.
- **Natural Gas (CNG/ PNG/ LNG) - Vehicular, Industrial and Domestic Purposes**
- **Liquified Petroleum Gas (LPG) /Propane/Butane - Vehicular, Industrial and Domestic Purposes**
- **Electricity - Vehicular, Industrial, Commercial and Domestic Purposes.**
- **Aviation turbine fuel**
- **Biofuels** (Bio-alcohols, Bio-diesel, Bio-gas, CBG, Bio-CNG)- **for industrial/vehicular/Domestic purposes as applicable.**
- **Refuse Derived Fuel (RDF)** for Power plants, Cement plants, Waste to Energy plants.
- **Firewood/ Biomass briquettes for religious purposes.**
- **Wood/Bamboo Charcoal** for Tandoors and Grills of Hotels/Restaurants/Banquet Halls (with emission channelization/control system) and Open eateries/ Dhabas.
- **Wood charcoal** for cloth ironing.
- **Electricity/ CNG/ Firewood and Biomass briquettes** for Crematoria.

*22/11/20*

Annexure to Direction No. 65Fuels permissible only beyond the jurisdiction of GNCTD

- **Biomass/Agriculture refuse and Pellets/ briquettes** - for Industrial Boilers, Power plants, Biofuel projects, Cement industry, Waste to Energy plants etc.
- **Biomass Pellets/ briquettes** - for Tandoors and Grills of Hotels/ Restaurants/ Banquet Halls (along with mandatory emission channelization/ control system) and for Open eateries/ Dhabas.
- **Metallurgical coke** - For industrial purposes in standalone Cupola based Foundries.
- **"Low Sulphur Fuels" namely LSHS, Very Low Sulphur fuel oil & Ultra-Low Sulphur fuel Oil** - for industrial purposes in metal smelting/melting/ refining / heating furnaces and kilns.

NOTE:

1. Coal with low Sulphur shall be permitted as fuel only in Thermal Power Plants in the NCR.
2. Specific requirement of any other fuel(s), other than in the lists above, by a class/category of industries / other entities, owing to technical, technological and / or process requirements shall be considered by CAQM on merits.
3. Any other clean fuel notified by the Govt. of India, from time to time, shall be included in the list appropriately.
4. All other fuels will be deemed as "unapproved" in as far as the NCR is concerned.





सत्यमेव जयते

राष्ट्रीय राजधानी क्षेत्र और निकटवर्ती क्षेत्र  
वायु गुणवत्ता प्रबंधन आयोग  
Commission for Air Quality Management in  
National Capital Region and  
Adjoining Areas



F. No. A110018/01/2021/CAQM

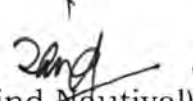
Dated: 3<sup>rd</sup> April' 2023

**Addendum to Direction No: 65**

**Subject: Standard list of approved fuels for various applications across NCR - reg.**

Pursuant to the approval of the Commission at the meeting held on 10.03.2023 and in partial modification of the Commission's Direction No. 65 dated 23.06.2022, 'Annexure to Direction No.-65' is hereby updated and may now be read as **annexed** with this addendum.

**Enclosure: As above**

  
(Arvind Nautiyal)  
Member - Secretary

To

1. Member Secretary, UP State Pollution Control Board.
2. Member Secretary, Haryana State Pollution Control Board.
3. Member Secretary, Rajasthan State Pollution Control Board.
4. Member Secretary, Delhi Pollution Control Committee.

Copy to:

1. Chief Secretary, Government of Haryana, Haryana.
2. Chief Secretary, Government of Uttar Pradesh, Uttar Pradesh.
3. Chief Secretary, Government of Rajasthan, Rajasthan.
4. Chief Secretary, Government of NCT of Delhi, New Delhi.
5. Chairman, UP State Pollution Control Board.
6. Chairman, Haryana State Pollution Control Board.
7. Chairman, Rajasthan State Pollution Control Board.
8. Chairman, Delhi Pollution Control Committee.
9. Chairman, CPCB, New Delhi.
10. Addl. Secretary, Ministry of Environment, Forest and Climate Change, New Delhi.

  
(R.K. Agrawal)  
Director

17 वी मंजिल, जवाहर व्यापार भवन (एस. टी.सी. बिल्डिंग), टॉलस्टॉय मार्ग, नई दिल्ली-110001

दूरभाष : 011-23701213, ई -मेल : caqm-ncr@gov.in

17<sup>th</sup> Floor, Jawahar Vyapar Bhawan (STC Building), Tolstoy Marg, New Delhi-110001

Tel:011-23701213, E-mail: caqm-ncr@gov.in

(Revisions highlighted in bold letters)

Standard list of approved fuels for entire NCR

- Petrol (BS VI with 10 ppm Sulphur) as per Notification of Government of India as amended from time to time – Vehicular fuel
- Diesel (BS VI with 10 ppm Sulphur) as per Notification of Government of India as amended from time to time – Vehicular fuel and **fuel for Power Generating Set.**
- Hydrogen/Methane – Vehicular and Industrial purposes
- Natural Gas (CNG/PNG/LNG) – Vehicular, Industrial and Domestic Purposes
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- Wood/Bamboo Charcoal for Tandoors and Grills of Hotels/Restaurants/ Banquet Halls (with emission channelization/control system) and Open eateries/Dhabas
- Wood charcoal for cloth ironing.
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Fuels permissible only beyond the jurisdiction of GNCTD

- **Pellets/briquettes made out of biomass/Agriculture refuse, rice-husk, waste wood, saw dust and chips generating during wood processing wastes/ saw dust** – for Industrial Boilers, Power plants, Biofuel projects, Cement industry, Waste to Energy plants etc.
- **Wood Charcoal – for lead recycling (secondary process) units**
- Biomass Pellets/briquettes – for Tandoors and Grills of Hotels/Restaurants/Banquet Halls (along with mandatory emission channelization/ control system) and for Open eateries/Dhabas.
- Metallurgical coke – For industrial purposes in standalone Cupola based Foundries.
- “Low Sulphur Fuels” namely LSHS, Very Low Sulphur fuel oil & Ultra-Low Sulphur fuel Oil – for industrial purposes in metal smelting/melting/refining/heating furnaces and **in Tunnel/ Refractory** kilns.

## NOTE:

1. Coal with low Sulphur shall be permitted as fuel only in Thermal Power Plants **(TPPs) including Captive TPPs** in the NCR.
2. **“Wood, wood logs/ blocks etc.” shall not be permitted as approved fuels.**
3. Specific requirement of any other fuels(s), other than in the lists above, by a class/category of industries/other entities, owing to technical, technological and/or process requirement shall be considered by CAQM on merits.
4. Any other clean fuel notified by the Govt. of India, from time to time, shall be included in the list appropriately.
5. All others fuels will be deemed as “unapproved” in as far as the NCR is concerned.

*2/10/17*



सत्यमेव जयते

राष्ट्रीय राजधानी क्षेत्र और निकटवर्ती क्षेत्र  
वायु गुणवत्ता प्रबंधन आयोग  
Commission for Air Quality Management in  
National Capital Region and  
Adjoining Areas



F. No. A110018/01/2021/CAQM

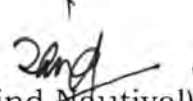
Dated: 3<sup>rd</sup> April' 2023

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**Subject: Standard list of approved fuels for various applications across NCR - reg.**

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**Enclosure: As above**

  
(Arvind Nautiyal)  
Member - Secretary

To

1. Member Secretary, UP State Pollution Control Board.
2. Member Secretary, Haryana State Pollution Control Board.
3. Member Secretary, Rajasthan State Pollution Control Board.
4. Member Secretary, Delhi Pollution Control Committee.

Copy to:

1. Chief Secretary, Government of Haryana, Haryana.
2. Chief Secretary, Government of Uttar Pradesh, Uttar Pradesh.
3. Chief Secretary, Government of Rajasthan, Rajasthan.
4. Chief Secretary, Government of NCT of Delhi, New Delhi.
5. Chairman, UP State Pollution Control Board.
6. Chairman, Haryana State Pollution Control Board.
7. Chairman, Rajasthan State Pollution Control Board.
8. Chairman, Delhi Pollution Control Committee.
9. Chairman, CPCB, New Delhi.
10. Addl. Secretary, Ministry of Environment, Forest and Climate Change, New Delhi.

  
(R.K. Agrawal)  
Director

17 वी मंजिल, जवाहर व्यापार भवन (एस. टी.सी. बिल्डिंग), टॉलस्टॉय मार्ग, नई दिल्ली-110001

दूरभाष : 011-23701213, ई -मेल : caqm-ncr@gov.in

17<sup>th</sup> Floor, Jawahar Vyapar Bhawan (STC Building), Tolstoy Marg, New Delhi-110001

Tel:011-23701213, E-mail: caqm-ncr@gov.in

(Revisions highlighted in bold letters)

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- Hydrogen/Methane – Vehicular and Industrial purposes
- Natural Gas (CNG/PNG/LNG) – Vehicular, Industrial and Domestic Purposes
- Liquefied Petroleum Gas (LPG) /Propane/Butane – Vehicular, Industrial and Domestic Purposes
- Electricity – Vehicular, Industrial, Commercial and Domestic Purposes.
- Aviation turbine fuel
- Biofuels (Bio-alcohols, Bio-diesel, Bio-gas, CBG, Bio-CNG)- for industrial/vehicular/Domestic purposes as applicable.
- Refuse Derived Fuel (RDF) for Power plants, Cement plants, Waste to Energy plants.
- Firewood / Biomass briquettes for religious purposes.
- Wood/Bamboo Charcoal for Tandoors and Grills of Hotels/Restaurants/ Banquet Halls (with emission channelization/control system) and Open eateries/Dhabas
- Wood charcoal for cloth ironing.
- Electricity/CNG/Firewood and Biomass briquettes for Crematoria.



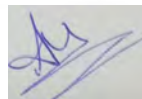
Fuels permissible only beyond the jurisdiction of GNCTD

- **Pellets/briquettes made out of biomass/Agriculture refuse, rice-husk, waste wood, saw dust and chips generating during wood processing wastes/ saw dust** – for Industrial Boilers, Power plants, Biofuel projects, Cement industry, Waste to Energy plants etc.
- **Wood Charcoal – for lead recycling (secondary process) units**
- Biomass Pellets/briquettes – for Tandoors and Grills of Hotels/Restaurants/Banquet Halls (along with mandatory emission channelization/ control system) and for Open eateries/Dhabas.
- Metallurgical coke – For industrial purposes in standalone Cupola based Foundries.
- “Low Sulphur Fuels” namely LSHS, Very Low Sulphur fuel oil & Ultra-Low Sulphur fuel Oil – for industrial purposes in metal smelting/melting/refining/heating furnaces and **in Tunnel/ Refractory** kilns.

## NOTE:

1. Coal with low Sulphur shall be permitted as fuel only in Thermal Power Plants **(TPPs) including Captive TPPs** in the NCR.
2. **“Wood, wood logs/ blocks etc.” shall not be permitted as approved fuels.**
3. Specific requirement of any other fuels(s), other than in the lists above, by a class/category of industries/other entities, owing to technical, technological and/or process requirement shall be considered by CAQM on merits.
4. Any other clean fuel notified by the Govt. of India, from time to time, shall be included in the list appropriately.
5. All others fuels will be deemed as “unapproved” in as far as the NCR is concerned.

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# 422 Annexure-B

21

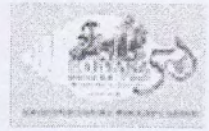


## HARYANA STATE POLLUTION CONTROL BOARD

Bays B-7-8, Near Vishwas Sr.Sec. School, E-II,  
Hisar Ph. 01662-250891(O) Email:-

[hspcbrohr@gmail.com](mailto:hspcbrohr@gmail.com)

E-mail: [hspcb@hry.nic.in](mailto:hspcb@hry.nic.in)



No. HSPCB/Consent/ : 313102620HISCTO7726391

Dated:20/07/2020

To.

M/s :HISAR METAL INDUSTRIES LTD.

NEAR I.D.C. DELHI ROAD HISAR

Subject: Grant of consent to operate to M/s HISAR METAL INDUSTRIES LTD..

Please refer to your application no. 7726391 received on dated 2020-07-13 in regional office Hisar. With reference to your above application for consent to operate, M/s HISAR METAL INDUSTRIES LTD. is here by granted consent as per following specification/Terms and conditions.

<b>Consent Under</b>	BOTH
<b>Period of consent</b>	01/10/2020 - 30/09/2025
<b>Industry Type</b>	Industry or process involving metal surface treatment or process such as pickling/ electroplating/paint stripping/ heat treatment using cyanide bath/ phosphating or finishing and anodizing / enamellings/ galvanizing
<b>Category</b>	RED
<b>Investment(In Lakh)</b>	4773.20361
<b>Total Land Area(Sq. meter)</b>	53400.0
<b>Total Builtup Area(Sq. meter)</b>	36500.0
<b>Quantity of effluent</b>	
1. Trade	60.0 KL/Day
2. Domestic	8.0 KL/Day
<b>Number of outlets</b>	2.0
<b>Mode of discharge</b>	
1. Domestic	SEWER
2. Trade	ETP
<b>Domestic Effluent Parameters</b>	
1. NA	
<b>Trade Effluent Parameters</b>	
1. BOD	30 mg/l
2. COD	250 mg/l
3. TSS	100 mg/l
4. Oil and Grease	10 mg/l
<b>Number of stacks</b>	2
<b>Height of stack</b>	

1. Stack attached to Pickling section 1	45 Mtr.
2. Stack attached to Pickling section 2	45 Mtr.
<b>Emission parameters</b>	
1. SPM	50 mg/m <sup>3</sup>
2. Acid Mist	20 mg/m <sup>3</sup>
<b>Product Details</b>	
1. Rolled Strips (reduced thickness)	60 Metric Tonnes/day
<b>Capacity of boiler</b>	
1. NA	Ton/hr
<b>Type of Furnace</b>	
1. NA	
<b>Type of Fuel</b>	
1. Diesel	1.4 KL/day
<b>Raw Material Details</b>	
Cold rolled strips	60 Metric Tonnes/Day

HARYANA STATE

*Regional Officer, Hissar*  
*Haryana State Pollution Control Board.*

#### **Terms and conditions**

1. The applicants shall maintain good house keeping both within factory and in the premise.. All hose pipelines values, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.
5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely, to cause environment pollution.
7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.

## Annexure-C

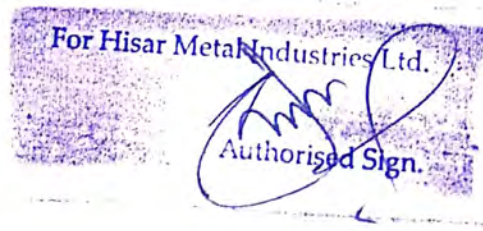
**GAS SUPPLY AGREEMENT**

**BETWEEN**

**HCG (KCE) PRIVATE LIMITED.**

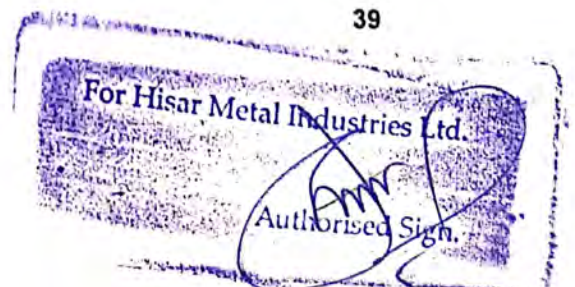
**AND**





**HISAR METAL INDUSTRIES LIMITED**



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Non Judicial		<b>Indian-Non Judicial Stamp Haryana Government</b>		Date : 27/11/2024
Certificate No.	H0272024K26		Stamp Duty Paid : ₹ 101 <small>(Rs. Only)</small>	
GRN No.	124143799		Penalty : ₹ 0 <small>(Rs. Zero Only)</small>	
<b><u>Seller / First Party Detail</u></b>				
Name:	Hcg kce private limited			
H.No/Floor :	0	Sector/Ward :	0	LandMark : 0
City/Village :	Gurugram	District :	Gurugram	State : Haryana
Phone:	98*****42			
<b><u>Buyer / Second Party Detail</u></b>				
Name :	Hisar metal industries ltd			
H.No/Floor :	0	Sector/Ward :	0	LandMark : 0
City/Village:	Hisar	District :	Hisar	State : Haryana
Phone :	99*****99			
Purpose :	AGREEMENT			

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

This **Agreement** made on the Tuesday, the 27<sup>th</sup> November 2024 at hisar by and between **HCG (KCE) Private Limited**, a reputed City Gas Distribution Company, established under the Companies Act, 2013, having its Registered Office at A-149, Sushant Lok, Phase-I, Gurugram, Haryana-122002. Here in after called the "**Seller**" (which expression shall, where the context so requires or admits of, be deemed to include its successors or assignees) of the one part;

And

**M/s Hisar Metal Industries Ltd**, a company/ partnership firm/ proprietary concern/ society constituted under the Companies Act 1956 or Act 2013/ Partnership Act/ Societies Registration Act/ Co-operative Societies Act/ Statute having its registered office at **Near Industrial Development Colony, District- Hisar, Haryana-125001**. hereinafter called "**Buyer**" (which expression shall where the context so requires or admits of, be deemed to include its successors and permitted assigns ) of the other part;

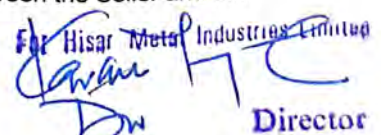
**Whereas, HCG (KCE) Private Limited (Seller)** is a City gas Distribution Company and has been incorporated for implementing CGD project in **Hisar GA** in order to supply natural gas as eco-friendly fuel to all sectors such as Industrial, Commercial, Domestic and Transport sector and is currently engaged in the setting up of CGD infrastructure including Steel and MDPE pipelines for supply of natural gas to customers.

**Whereas, Buyer** is an entity operating its business/institution/works/factory/plant/ establishments/workshop/shop, etc. on conventional sources of energy in the Geographical area of **Hisar** and is intending to switch over to the use of natural gas – an eco-friendly fuel due to its inherent environmental benefits, features and attributes.

**Whereas, the Buyer** desires to purchase and receive "**Natural Gas**" from the **Seller** for the use in its Plant located at **Near Industrial Development Colony (IDC), Hisar - 125001** in the **Hisar Geographical area (GA)** for its intended requirement (fuel/ raw material, etc.) and the Seller agrees to sell and deliver Natural Gas to the Buyer, through its network of pipelines, in its natural state/ after stripping off heavier components, on terms and conditions stated here-under, which have been mutually agreed upon between the Seller and the



For Hisar Metal Industries Ltd.  
  
Authorised Sign.

For Hisar Metal Industries Limited  
  
Director

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN, THE PARTIES AGREE TO AND THIS DEED WITNESSES AS FOLLOWS:

#### ARTICLE 1: DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

The following words, terms and expressions shall have the meaning as assigned, hereunder, respectively in this Agreement –

- 1.1.1 "Agreement" means this Agreement along with all the Annexures, Price side letter, Amendment Side Letter and subsequent amendments as may be done from time to time.
- 1.1.2 "BTU" means the British Thermal Units, i.e. the amount of heat required to raise the temperature of one (1) pound( F.P.S. Unit of mass)of pure water from fifty-nine(59)degrees Fahrenheit to sixty (60) degrees Fahrenheit at an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch. MMBTU means one Million BTU.
- 1.1.3 "Business Day" means all days except Weekly off on Sunday and any public holiday in the state as notified in the official Gazette of the respective State.
- 1.1.4 "Company" means HCG (KCE) Private Limited.
- 1.1.5 "Conditions Precedent" and "Conditions Precedent Period" means the conditions as stipulated under Article 3 and the period as specified in Article 3.5 respectively.
- 1.1.6 "Day" means a period of Twenty-Four (24) consecutive hours beginning and ending at 0600 hours and the reference date for any such day shall be the date on which such day starts at 0600 hours.
- 1.1.7 "Delivery Point" means the downstream flange of the pipeline at the outlet of the GPRMS located at the Buyer's premises for taking delivery of Gas.
- 1.1.8 "DCQ" means the "Daily Contracted Quantity" of Gas in SCMD (SCM/Day) or in MMBTU/Day @ 9300 Kcal/SCM on GCV basis as agreed to be supplied by the Seller to the Buyer under Article 9.1 of this Agreement.
- 1.1.9 "First Fortnight" means a period commencing at 0600 hours on first day of month and ending on 0600 hours on sixteenth day of the month and "Second Fortnight" from 0600 hours on sixteenth day of the month to 0600 hours on the first day of the succeeding calendar month.
- 1.1.10 "Flow Meter" means the device installed by the Seller at the GPRMS located at the Buyer's premises for measuring the volume of Gas supplied.
- 1.1.11 "Force Majeure" shall mean as described in Article 13 of this Agreement.
- 1.1.12 "Gas" or "Natural Gas" means gas obtained either from the-gasification of LNG or from oil/gas wells and supplied as such or in a commingled form with other sources of gas before or after processing/extraction of heavier hydrocarbons for other uses and may include wet/dry gas, all other gaseous hydrocarbons and all substances contained therein, including Sulphur, Carbon Dioxide and Nitrogen within permissible limits.
- 1.1.13 "Gas Supply Commencement Date" means a date, specified in Annexure -II.
- 1.1.14 "GPRMS" means the Gas Pressure Reduction and Metering Skid and other related equipment.
- 1.1.15 "GPRMS Area" means the area in the Buyer's premises, where the GPRMS is installed.
- 1.1.16 "Government or Government Agency" means the Government of India and/or the State Government(s), or any regional or municipal authority thereof, or other central, state or local Government or any legislature, ministry, department, commission, board, authority, instrumentality, agency, political subdivision, corporation or commission under the direct or indirect control of or owned by the Central and/or the State Government(s).

"Gross Calorific Value or GCV" of Gas per SCM means the quantity of heat released by the

For Hisar Metal Industries Ltd.

Authorised Sign



complete combustion of one (1) SCM of Gas at a temperature of sixty (60) degrees Fahrenheit and at an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch in air, after complete condensation of water vapour, produced in combustion, into water at the same pressure and temperature on cooling of the products of the combustion.

- 1.1.18 "Internal Piping Arrangement" means the pipeline system the Buyer has to install at its premises for taking delivery of Gas at the Delivery Point from the Seller, as specified in Article 3.3 of the Agreement.
- 1.1.19 "Kilo Calorie or KCal" means the amount of heat required to raise the temperature of one kilogram of water from 14.5 degree centigrade to 15.5 degree centigrade at a pressure of 1 atmosphere at sea level.
- 1.1.20 "Meter Tampering Charges" means any payment or amount demanded by the Seller from the Buyer towards penal action for "meter tampering" imposed by the Seller on the Buyer under Article 12.12.8 and 12.12.9 of this Agreement.
- 1.1.21 "Minimum Guaranteed Off-take" or "MGO" means the minimum guaranteed off-take of the supplied Natural Gas by the Buyer, as defined under the Article 9.2 of the Agreement.
- 1.1.22 "Month" means a period beginning at 0600 hours on the first day of a calendar month and ending at 0600 hours on the first day of the succeeding calendar month.
- 1.1.23 "Net Calorific Value or NCV" of Gas per SCM means that quantity of heat released by the complete combustion of one (1) SCM of Gas, at a temperature of sixty (60) degrees Fahrenheit and at an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch in air with water vapour, produced in combustion, remaining in vapour state on cooling of the products of combustion at the same pressure and temperature.
- 1.1.24 "PNGRB" shall mean the Petroleum and Natural Gas Regulatory Board as established under the Petroleum and Natural Gas Regulatory Board Act, 2006.
- 1.1.25 " $Q_{min}$ " means minimum gas flow quantity that a flow meter measures as specified by the manufacturers.
- 1.1.26 "Specified Usage" means the usage of Gas by the Buyer at its premises for the purposes specified in this Agreement.
- 1.1.27 "Standard Cubic Meter or SCM" means the volume of Gas, which occupies one cubic meter of space when such gas is at a temperature of 15.56°C (60°F) and at a pressure of 1.0332 kg/cm<sup>2</sup> (1.01325 Bar).
- 1.1.28 "Term" means the period of the Agreement as defined in Article 4.1
- 1.1.29 "Time" shall be stated in "Hours" and shall mean Indian Standard Time.
- 1.1.30 "Unauthorized Over-drawl of Gas and Unauthorized Over-drawl Charges" shall have the meaning, stipulated in Article 9.3
- 1.1.31 "Price" means the price of natural gas for supply of gas to Buyers in the specified region(s)/ cluster(s).
- 1.1.32 "Week" means a period of seven (7) consecutive days beginning at 0600 hours from a day.
- 1.1.33 "Year" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a Twenty-Ninth (29<sup>th</sup>) day of February.
- 1.1.34 "Year", "Quarter", "Month" and "Day", wherever used in this Agreement, imply that of English calendar.



For Hisar Metal Industries Ltd.

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## 1.2 Rules of Interpretation

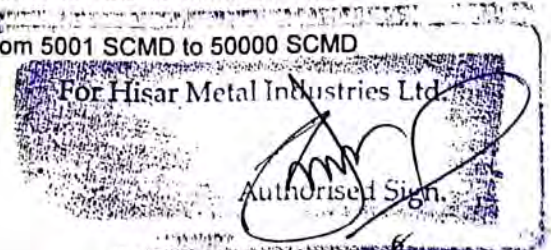
The following Rules of Interpretation shall be applicable to this Agreement:

- 1.2.1 Any word or phrase or terms used in any part of this Agreement shall have the meaning assigned to it by Article 1.1 throughout this Agreement, unless the contrary is expressly stated or obvious from the context thereof. Any description, understanding, or expression(s) of Parties in any Article of this Agreement, inconsistent with any part of Article 1.1, shall be ignored to the extent of such inconsistency.
- 1.2.2 If any provision in Article 1.1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.2.3 When any timeframe in terms of number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day, which is a Business Day.
- 1.2.4 The rule of construction, if any, that an Agreement should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.5 All the Annexures to this Agreement shall be deemed to be incorporated in the Agreement and form an integral part of this Agreement.
- 1.2.6 Reference to any agreement/Agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s) and applicable law.
- 1.2.7 Reference to any Article or provision shall mean a reference to an Article or provision of this Agreement, unless specified otherwise.
- 1.2.8 Reference to the terms "herein", "hereto", "hereunder" and other words of similar purport shall refer to this Agreement as a whole.
- 1.2.9 Reference to a law shall mean a reference to that law as of today, or as may be amended, consolidated, supplemented or replaced hereafter.
- 1.2.10 Words implying the singular only shall also include the plural and vice versa, wherever the context so requires.

## ARTICLE 2: CATEGORIZATION OF INDUSTRIAL CUSTOMERS

2.1 The Seller intends to supply natural gas to all the Industrial Customers operating their plants/ industries in the Geographical area authorized to Buyer for their requirement of fuel or raw materials. In order to streamline the supply and to have systematic, justified and reasonable approach considered based on the customer's needs, gas demand, limitations, operating dynamics and system requirements, the industrial Customers are categorized in following three categories.

S.N.	Class/Category	Type of Customers	Gas demand ( DCQ) range
1	Class- A	Small Industrial Customers	Up to 1000 SCMD
2	Class- B	Medium Industrial Customers	From 1001 SCMD to 5000 SCMD
3	Class- C	Large Industrial Customers	From 5001 SCMD to 50000 SCMD



- 2.2 The above categories of Industrial customers as mentioned at Annexure 2.1 shall be differentiated in terms of benefits to be made available for them under the various clauses such as clauses for MGO, Over-drawl, Payment period, DCQ revision flexibility, Built up period, Shutdown notice period, etc.
- 2.3 The Gas Prices shall be fixed different for these categories of Industrial customers on the basis of the benefits to be made available to them as per Article 2.2 and the per unit Cost of operation as well as the investment made by the Seller to supply gas to them.
- 2.4 The same Gas Supply Agreement shall be signed with all the three categories of Industrial customers providing various benefits, advantage and ease of business operation under various clauses of the Agreement. However, the price shall be different to the various categories of Industrial Customers as to be fixed by Seller for them which shall be reflected in the Price Side Letter.
- 2.5 The Seller reserves the right to change the above basis of categorization done as per Article 2.1 in future depending on the circumstances so arise for stabilizing the system operation.

### ARTICLE 3: CONDITIONS PRECEDENT

- 3.1 The rights and obligations of the parties under this Agreement shall commence on the date on which all of the conditions as mentioned in this Article are completed to the satisfaction of the Parties. The Parties agree to take all necessary steps at their own cost to complete the requirements in respect of the Conditions Precedents and the other Party to extend full co-operation to complete the same.
- 3.2 The Buyer has identified a plot of land, mentioned in the Agreement herein, sufficient to provide for the installation of GPRMS by the Seller for delivery of Gas to the Buyer at the "GPRMS Area" which shall be under the exclusive control of the Buyer during the entire period of Agreement. The Buyer shall forward the GPRMS Area location map to the Seller for checking the viability of the installation of GPRMS by the Seller. The Seller has satisfied that the Technical feasibility for connecting pipeline up to the Buyers premises exists for supply of Gas.
- 3.3 The Buyer has laid, constructed and completed the Internal Piping Arrangement, fully in compliance of all safety norms, relevant standards including PNGRB T4S Standard and satisfies all statutory permissions and approvals, for receiving Gas for Specified Usage in its premise. The Seller shall be entitled to check the Internal Piping Arrangement before commencement of Gas supply and all details as may be required for GIS mapping of the Internal Piping system.
- 3.4 Subject to Article 3.2, Article 3.3 and Article 6, the Seller shall complete the installation of GPRMS and other equipment required for supply of Gas to the Buyer at the Delivery Point.
- 3.5 Though the Parties will make endeavour to complete the Conditions Precedent as early as possible in order to ensure the commencement of supply of gas, however in any case the Condition Precedent shall be met within 270 days of the date of signing of this Agreement. In case of failure of the Parties to meet/complete the Conditions Precedent within the Conditions Precedent Period, the Parties may agree in writing within 30 days after the expiry of the Conditions Precedent Period for extending the time period beyond the Conditions Precedent Period ("Extended Period"), within which the Conditions Precedents have to be met. In case no such extension is agreed or the Conditions Precedent are not completed or met within such Extended Period by the Parties, the Agreement shall stand terminated immediately on the expiry of Conditions Precedent Period or such Extended Period, as the case may be, without notice from either Party.
- 3.6 The Buyer shall be required to get the Internal Piping arrangement including associated equipment technically audited from the PNGRB approved Third Party Inspectors/ auditors in compliance of the Petroleum and Natural Gas Regulatory Board ( Gas Supplies to Industrial, Commercial Customers) Guidelines, 2020 and take the Fit for Use Certificate from the Auditor to submit the same to Seller before the commissioning and commencement of gas supply to the Buyer.



For Hisar Metal Industries Ltd.  
 Authorised Sign.

3.7 The supply of Gas from the Seller to the Buyer shall commence on (i) completion of 30 days after expiry of Conditions Precedent Period or the Extended Period, as the case may be, or (ii) a date as agreed by the Parties to be the "Gas Supply Commencement Date", whichever is earlier.

3.8 This Article 3 shall not apply for the Buyer already drawing gas on the date of execution of this Agreement and do not require change/ upgradation of GPRMS.

#### ARTICLE 4: PERIOD OF AGREEMENT

4.1 This Agreement shall come into force from the date of its execution. The supply of Gas under this Agreement shall commence from the Gas Supply Commencement Date agreed between Buyer and Seller as mentioned at **Annexure II** and shall be valid continually for 5 years.

4.2 Subject to the condition that any arrears or dues receivable by the Seller from the Buyer under the earlier Agreement for supply of Gas between the Parties shall continue to be receivable by the Seller and the Buyer undertakes not to commit default of the said obligations of paying such arrears or dues directly to the Seller.

4.3 The Buyer further agrees and undertakes that in case of failure and/or default on its part to discharge such payment obligations, the right and/or claim to receive Gas either under this Agreement or in any other manner whatsoever shall not survive and the Agreement shall automatically stand terminated within Fifteen (15) days from the date on which the aforesaid payment becomes due as may be agreed between the Parties in writing.

#### ARTICLE 5: EXTENSION OF PERIOD OF AGREEMENT

5.1 If both the parties agree to extend the period of Agreement on the existing terms and conditions as mentioned in this Agreement, the Agreement shall be extended for the period as mutually agreed by parties before the date of expiry of this Agreement which shall be applicable from the first day after the date of expiry of this Agreement.

5.2 If any of the Parties hereto does not desire an extension of the Term, subject to the payment obligations mentioned in Article 15.3, it shall give to the other a prior notice in writing of such intention at least three months before the expiry of the Term, where upon this Agreement shall be terminated. Provided further that the Parties shall agree to terminate or extend the Agreement before the expiry of the Term.

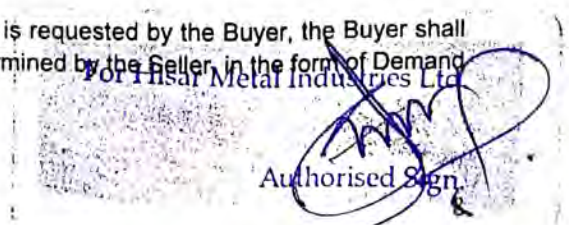
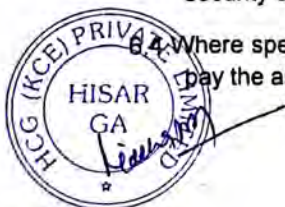
#### ARTICLE 6: SECURITY DEPOSIT FOR GPRMS

6.1 For installation of new GPRMS, the Buyer shall pay to the Seller an interest free refundable security deposit ("**Security Deposit**") as per the applicable rates as specified in **Annexure I** by way of Demand Draft/ At Par Bank Cheque/ Electronic payment for securing the cost of GPRMS/Metering skid and the associated pipeline(s) upto Delivery Point inside the Buyer's premises.

6.2 The Buyer shall deposit fifty percent (50%) of the Security Deposit at the time of signing of this Agreement or in case of any valid reason agreeable to seller, within fifteen (15) days from the date of execution of this Agreement. The Buyer shall deposit the remaining Fifty percent (50%) of the Security Deposit sixty (60) days prior to the date of commencement of Gas supply or in such manner as specified from time to time.

6.3 In case, where specific change/ modification of GPRMS/ installation of new GPRMS in the Buyer's premises, if required or is requested by the Buyer, the Buyer shall deposit the amount for upgradation/cost of GPRMS/metering skid, as may be determined by the Seller, in the form of Demand Draft/ at Par Bank Cheque/ electronic payment. This amount shall be treated as interest free refundable security deposit.

6.4 Where specific re-routing of the pipeline/ shifting of GPRMS is requested by the Buyer, the Buyer shall pay the amount for such re-routing/shifting, as may be determined by the Seller, in the form of Demand



Draft/ At Par Bank Cheque/ electronic payment. This amount shall be non refundable and shall not be the part of the Security Deposit.

- 6.5 Subject to the other terms of the Agreement, the Seller shall refund the Security Deposit, as per Clause no. 21.11 after settlement of all dues and removal of the GPRMS from Buyer's premises, to the Buyer in the following events: (a) at the time of expiry of the Agreement (b) in case of termination under Article 21 due to any reason of either parties (c) in case the Seller, due to any reason(s) whatsoever, fails to give the Gas connection within the Condition Precedent Period under Article 3. On the refund of the Security Deposit, the Buyer shall not have any claim of whatsoever nature against the Seller.

## ARTICLE 7: OBLIGATIONS OF PARTIES

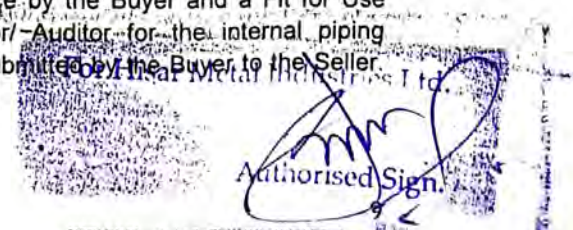
Summary of obligations and the scope of work/ responsibility have been provided at Annexure- IV. The Obligations of the parties shall be, but not limited to, as follows.

### 7.1 Obligations of Seller

- 7.1.1 With the execution of this Agreement, the Seller confirms the availability of gas with Seller for catering the requirement of the Buyer.
- 7.1.2 The GPRMS shall be designed, procured, set up/constructed and maintained by the Seller at its own cost. The aforesaid equipment so installed by the Seller, at the location identified by the Buyer, shall remain the property of the Seller and the Seller shall have unrestricted right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The title/ ownership to Gas shall transfer from the Seller to the Buyer at the Delivery Point.
- 7.1.3 Seller shall make arrangement /carryout all activities to design, procure and lay the pipeline (Carbon Steel/ MDPE as the case may be) to provide gas to the Buyer.
- 7.1.4 Seller shall commission the pipeline and GPRMS within the schedule prior to the date of commencement of gas supply to the Buyer.
- 7.1.5 Seller shall carryout jointly meter reading fortnightly on the designated date of gas consumed by Buyer during the preceding fortnight for billing purpose and shall raise the invoice accordingly.
- 7.1.6 Seller shall carry out the calibration of the meter from time to time in order to ensure the accuracy of the gas measurement through the gas meter.
- 7.1.7 Seller shall communicate to the Buyer the change in unit price of gas, network tariff, taxes, etc., if any.
- 7.1.8 Seller shall communicate the Force majeure, annual shutdown schedule, maintenance schedule in order to enable the Buyer to plan the maintenance of their plant/system accordingly.

### 7.2 Obligations of Buyer

- 7.2.1 The Buyer shall, at no cost to the Seller, provide adequate land area within its premises for the installation of the GPRMS by the Seller.
- 7.2.2 The Buyer shall be responsible at its own risk, cost and consequences to transfer Gas from the Delivery Point by means of pipeline to be provided and maintained in conformation to statutory guidelines/ regulations or through the mobile cascades in case pipeline connectivity is not available.
- 7.2.3 After transfer point of gas (outlet of the meter), the Buyer shall carry out due and desired laying of GI/CS pipe, burner & other equipment modifications required to take PNG supply at its own cost. The desired installation after outlet flange of meter is called as downstream arrangement. Gas commissioning /charging can only be done by the Seller if all desired downstream arrangements as suggested by the Seller or any competent person are in place by the Buyer and a Fit for Use certificate from the PNGRB approved Third Party Inspector/ Auditor for the internal piping arrangement as required at Clause 3.6 of this Agreement is submitted by the Buyer to the Seller.



Provided further that Seller or its representative shall not be responsible for any damages / loss (whether direct or consequential) to its internal piping arrangement done by the Buyer.

- 7.2.4 The Buyer shall inform the Seller, in writing along with a schematic diagram, about the layout of the Internal Piping Arrangements made by the Buyer in its premises. The Buyer shall also inform the Seller, well in advance, about any modification/changes to the layout of the Internal Piping Arrangements, should any such modification/change be carried out. All such internal piping at the downstream of the GPRMS shall be painted yellow for the identification of the natural gas pipeline.
- 7.2.5 It shall be the obligation of the Buyer to procure at its own cost, the necessary permissions/ approvals, which may be required from the private landowners or any Government body or authority along with the Fit for Use Certificate from PNGRB approved Third party Inspectors/Auditors prior to the commissioning for the purpose of receiving and utilizing gas under this Agreement. Buyer shall also be responsible for obtaining all easements or rights of way through any property of other owner for laying of pipeline for supply of Gas, if required.
- 7.2.6 The Buyer undertakes to install, maintain and operate all such equipment/ appurtenances for the safety as well as operation of its gas pipeline and equipment in its premises as are applicable under the relevant safety code(s)/standard(s). The Seller shall have free access to all relevant information and to such facilities at the Buyer's premises. Further, the Buyer undertakes to keep and maintain the fire extinguishers as per the applicable standard always available near the GPRMS.
- 7.2.7 The Buyer shall, at no cost to the Seller, provide utilities, including electricity at its own cost, essentially required for installation, operation and maintenance of GPRMS and allied equipment (including any equipment, meter, tap-off, valve, piping etc. required to extend Gas supply elsewhere in the Seller's gas distribution network as per network design/ requirement, for which the Seller's decision will be final and binding) required for the supply of Gas and shall also make all proper arrangements for receiving Gas at its premises at its own risk and cost.
- 7.2.8 The Buyer shall maintain cleanliness around the GPRMS and provide a clearly segregated approximate five feet wide, concrete paved passage/path for access from the entrance up to the metering skid for the safety of the skid. Buyer shall also provide the light along the path and at the GPRMS at its own cost and the further operating cost of such utilities and electricity shall be borne by the Buyer. In the event of exigency, Safety requirement as desired by Statutory Authorities for the gas supply system in the premises of Buyer shall be promptly provided by the Buyer and the decisions/ guidelines and instructions of the Statutory authorities shall be binding to the Buyer.
- 7.2.9 The aforesaid GPRMS and associated equipment shall be under the custody and ownership of the Seller and shall be operated and maintained by the Seller. The Buyer shall, at all times, provide the Seller unrestricted access to the aforesaid GPRMS and associated equipment without any hindrance whatsoever. In case the Buyer creates any restriction, the Seller shall have the authority to take appropriate actions including stoppage of supply of Gas and/or termination/ non-renewal of the Agreement.
- 7.2.10 the safety and security of the GPRMS along with its associated piping and accessories as installed by the Seller at the Buyer's premises for the purpose of Gas supply under this Agreement shall be the sole and exclusive responsibility of the Buyer. The Buyer undertakes that there would not be any damage and/or tampering of the GPRMS along with associated piping and accessories, etc. installed by the Seller at the Buyer's premises. In the event of any damage, tampering, etc. to the GPRMS including other piping/accessories of the Seller installed at the Buyer's premises, the Seller shall have unrestricted right to take action including stoppage of Gas supply, imposition of penalty and termination of the Agreement, as the case may be, in accordance with the provisions of Article 12 and Article 21.
- 7.2.11 In case of suspected tampering of GPRMS, the Buyer shall not prevent the Seller from inspecting the GPRMS, associated piping & accessories inside the Buyer's premises. In case, the Seller is required to remove the GPRMS, associated piping and accessories, the Buyer undertakes not to prevent the Seller from doing so. In case, the Buyer prevents the Seller from performing the above



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jobs, the Seller shall have unrestricted right to stop Gas supply forthwith without any notice and terminate the Agreement.

- 7.2.12 The Buyer may require providing space for District Regulating System (DRS) without any cost as per technical requirement. The Seller may use DRS to supply PNG to any other PNG customers at its sole discretion.
- 7.2.13 The Buyer shall permit the Seller/its authorized representative access to the Site for the purpose of laying pipelines and making installation and also to alter or replace any pipeline, inspection, installation of equipment if the Seller in its discretion determines the same to be necessary or expedient.
- 7.2.14 Where the Site is tenanted property or is situated in a building belonging to a Society the permission or No Objection Certificate of the landlord/Society, if required any, shall be the responsibility of the Buyer. The Seller reserves the right to discontinue the Gas supply in the event of any dispute between the Buyer and the landlord/Society.
- 7.2.15 The Buyer shall take all precautions and adopt all safety measures to safeguard pipeline, meter and other equipment/s installed by Seller at the Buyer's Premises for supply of Gas. In case, Buyer carries any unauthorized repair, alteration and modification directly or indirectly in the pipeline, meter, equipment/s installed for the purpose of Gas supply without consent of the Seller, the same shall be deemed to be breach of the contractual terms contained herein and in such cases Seller shall have full right to levy penalty on the buyer for such acts and shall disconnect the Gas supply to the Buyer. Further, in case of any accident/ incident, on account of unauthorized repair, modification and alteration directly or indirectly to the pipeline, Meter equipment/s, the Buyer shall be solely responsible for any loss or damage that may be caused to the property or human life. Seller shall not be responsible for any direct or indirect loss caused on account of any such act by the Buyer.

#### ARTICLE 8: DELIVERY AND PRESSURE OF GAS

- 8.1 The Seller shall deliver Gas to the Buyer at the GPRMS located at the Buyer's premises at the pressure mentioned in Clause 8.2 or at the pressure as agreed upon between the parties. However, in case upstream pressure due to any reason is affected, the Seller shall be constraint to supply the gas to Buyer at the different pressure or at the pressure possible under the prevailing condition.
- 8.2 The Seller shall endeavour to supply Gas to the Buyer within the gauge pressure of **0.5 Kg/cm<sup>2</sup> to 3.5 Kg/cm<sup>2</sup>** (subject to installed equipment & network limitations) at the Delivery Point as may be specified by the Buyer.

#### ARTICLE 9: QUANTITY OF GAS AND ITS CONTROL

##### 9.1 Daily Contracted Quantity (DCQ) of Gas:

- 9.1.1 Subject to the availability of Gas and Seller's ability to supply the Gas to the Buyer, the Seller agrees to sell and deliver the Gas at the aforesaid delivery point to the Buyer based on the Seller's acceptance of the Contractual quantity of Gas specified by the Buyer for each quarter within the metering capacity subject to the maximum of the Standard Cubic Meters per day@ 9300 Kcal/SCM on GCV basis (also mentioned in MMBTU/Day) hereinafter referred to as Daily Contracted Quantity (DCQ) as specified in **Annexure II**. The Buyer shall continue to maintain/ build dual fuel capabilities in their plant for meeting their fuel requirements through alternative fuel as and when Gas is not available for supply to the Buyer. Seller shall not be responsible for any losses/ damages to the Buyer on account of Buyer not maintaining dual fuel capabilities.

- 9.1.2 The Buyer may revise the DCQ as and when required within the metering capacity for the next quarter atleast 7 days (Class-A (Small Industrial Customers))/ 10 Days (Class-B (Medium Industrial Customers))/ 15 days (Class- C (Large Industrial Customers)) prior to the beginning of the quarter. If DCQ is not revised in a quarter, the DCQ for the preceding quarter shall be valid for the



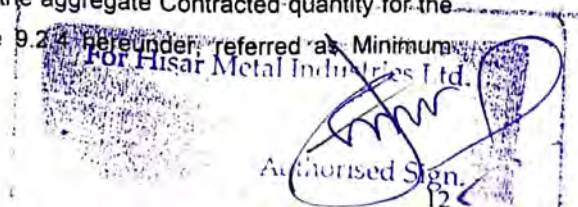
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subsequent quarter. However, such revision shall be allowed and considered effective only if the Pipeline hydrolics are not getting affected as well as natural gas is available with the Seller and consent in writing for such revision is conveyed by the Seller.

- 9.1.3 Where revision of DCQ requires a change of Meter/ GPRMS, the Buyer shall submit the request for change/upgradation of GPRMS as per Article 6 along with the requisite SD amount, with prior notice of Three (3) months.
- 9.1.4 The Buyer shall necessarily consume at least 85% of the Contracted quantity in the month. In case, the Buyer does not consume 85% of the Contracted quantity during the Quarter, during which the unit is operational, the DCQ shall automatically stand revised downwardly for the subsequent quarter to 120% of the maximum quantity of gas consumed in any single fortnight during the preceding quarter, limited to the DCQ. In case, the Buyer requests a revision in the next quarter, then the lower among the quantities requested by the Buyer and the quantity arrived at by automatic revision based on the consumption in the preceding quarter, shall be considered. However, if system permits and the gas is available, quantity of gas requested by Buyer may be considered in case the requested quantity is higher than the automatically revised quantity of gas for the succeeding quarter.
- 9.1.5 The DCQ specified by the Buyer for a quarter shall be deemed to have been accepted by the Seller with respect to that quarter unless specifically rejected/ restricted by the Seller. In the event the Seller rejects/restricts the Contracted quantity specified by the Buyer, the quantity of Gas to be delivered to the Buyer in a quarter shall be communicated atleast 7 (Seven) days prior to beginning of the quarter-under reference.
- 9.1.6 The Buyer agrees to draw and receive the quantity of Gas, as per **Annexure II**, solely for the Specified Usage, however, changes if any, must be intimated to the Seller.
- 9.1.7 The Buyer shall draw and the Seller shall supply the quantity of Gas agreed to in **Annexure II**, at an uniform rate spread over a period of 24 (Twenty-Four) Hours. Reasonable flexibility in flow of Gas shall be permitted subject to system's acceptability, provided the daily contracted quantity is not exceeded. In case of repeated failure of the Buyer to restrict the Gas flow, the Seller shall have unrestricted right to take action as deemed necessary. Further, the Seller shall be at liberty to install and the Buyer agrees to co-operate to install all equipment, systems needed to maintain the rate of Gas supply based on the DCQ as per **Annexure II**.
- 9.1.8 The Seller will charge minimum gas quantity at the rate of 5% of DCQ or  $Q_{min}$  (corrected), whichever is higher, of the installed Gas Flow Meter, for the number of days, during which Gas supply to the unit at Buyer's premises was not isolated. The Buyer shall inform the Seller in writing, at least two days in advance of the time period, for which isolation of Gas is required by the Buyer. This shall be implemented based on daily reading of the GPRMS/EVC downloaded data.
- 9.1.9 In case, Buyer is not drawing gas at all during the fortnight and has not got the supply disconnected after giving the notice to the Seller for disconnection of supply of gas, a minimum charge of 5% of the gas volume based on the DCQ shall be charged by the Seller in lieu of the administrative expenses, O&M charges, Operating expenses, idling charges for Capex, etc. and accordingly, in such cases, fortnightly invoice for the same, as invoice raised for normal case for the gas quantity consumed, shall be provided to the Buyer by the Seller which shall be paid by the Buyer to the Seller, without fail, within the payment due date as mentioned in Clause no. 15.3.1 of this agreement failing which the interest on the unpaid bill amount shall be applicable as per Clause no. 15.3.2
- 9.1.10 in the event when the Clause no. 9.1.9 is applied, the requirement of Clause 9.1.8 is deemed to be covered through Clause no. 9.1.9 and in that case the Clause 9.1.8 shall not be applied separately. In other words, both the clauses shall not be applied simultaneously.

## 9.2 Minimum Guaranteed Offtake (MGO):

- 9.2.1 During the period of Agreement, the Buyer shall pay to the Seller for the actual quantity of gas supplied by the Seller to the Buyer subject to minimum of 85% of the aggregate Contracted quantity for the calendar Month without taking consideration of Clause 9.2.4 hereunder, referred as Minimum



Guaranteed Offtake (MGO). Upon the Buyer failing to lift the MGO quantities of Gas during any month, the Buyer undertakes to pay for the price of Gas for such month as per Annexure II, or as per revision of DCQ mentioned under Article 9.1 of the Agreement.

9.2.2 In case, Seller is unable to supply 85% of the Contracted quantity on any day(s) during the month, the MGO for such calendar month shall be worked out by adding the actual quantity of Gas supplied on such day(s) and the quantity obtained by multiplying 85% of the Contracted quantity with the remaining number of days(s) in the month after considering Clause 9.2.4. The Buyer undertakes to pay for such MGO or for actual quantity of Gas supplied during such month, whichever is higher. In case of non-payment of the MGO charges by the Buyer within the stipulated period, the Seller shall have the unrestricted right to stop supply of Gas, apart from any other action as may be required to realize the MGO charges.

9.2.3 The MGO quantity shall be worked out monthly on volume basis as well as energy basis (in MMBTU) and the charges for MGO shall be at the Price of Gas as applicable.

9.2.4 The applicability of the MGO for the customers on the quantity of Gas up to 1000 SCMD (One Thousand SCMD) @ 9300 Kcal/SCM on GCV basis (37.71 MMBTU/Day) shall be exempted for the Buyers of Class –A. For the Buyer having DCQ more than 1000 SCMD, calculation of MGO shall be carried out as per the provisions of Clause No. 9.2.2. Accordingly, this will not be applicable in any case for the Class – A ( Small Industrial Customers), but shall be applicable on Class – B (Medium Industrial Customers) and Class – C ( Large Industrial Customers).

9.2.5 **Applicability of MGO Clause:** The above MGO Clause 9.2.1 to 9.2.3 shall be applicable only when Seller shall be required to pay MGO to the upstream gas supplier. If MGO is applied to the Seller, then in that condition MGO amount will be shared by the Class- B and Class–C industrial customers for their MGO shortfall volume.

9.2.6 The above clauses 9.2.4 and 9.2.5 related to the applicability and exemption of Minimum Guaranteed Offtake (MGO) are discretionary and shall be exercised for encouraging the use of the natural gas as well as in lieu of the loyalty of the customers for the periods they remain connected with the Company. In case, customers stop taking gas or shift/opt to other fuel or terminate this Agreement for the reasons whatsoever, then, in order to safeguard the investment made by the Company in providing connectivity to the customer, the privileges and comforts provided under these clauses shall instantly be terminated for the customers irrespective of the Class and such customer shall be charged the total MGO amount calculated from the date of commencement of gas supply, if any, and, additionally, the Security deposit against the Metering skid as well as against the payment of cost of gas provided by the customer shall be forfeited forthwith.

### 9.3 Over-drawl Charges (ODC):

9.3.1 The Buyer shall not exceed the monthly Contracted quantity. Monthly Contracted quantity shall be equivalent to the quantity of gas obtained by multiplying the DCQ by the number of days in the Month. If overdrawal (quantity drawn in excess of monthly Contracted quantity) is within the following tolerance, the same shall be treated as "Authorized Overdrawl".

Description	Tolerance for Over-drawl
For DCQ up to 1000 SCMD {Class-A (Small Industrial Customers)}	10%



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For DCQ from 1001 SCMD to 5000 SCMD {Class-B (Medium Industrial Customers)}	8%
For DCQ more than 5,000 SCMD {Class-C (Large Industrial Customers)}	6%

If the drawl of the Gas by the Buyer exceeds 'Authorized Over-drawl', the excess quantity of Gas beyond the above tolerance level, on energy basis, shall be termed as the 'Unauthorized Over-drawl Quantity'. Unauthorized over-drawl quantity shall be charged at the rate which shall be 25% higher of the Price applicable

- 9.3.2 In case of excessive over-drawl by the Buyer, any damage to the Seller's (and/or Buyer's) facilities and equipment due to over-drawl of Gas shall be at the Buyer's sole risk and cost.
- 9.3.3 If there is Authorized over-drawl or Unauthorized Over-drawl of Gas by the Buyer, the Seller shall not be responsible for any loss/damage to the Buyer or disruptions/ instability in operation caused due to high flow of gas or abrupt drop in the pressure of Gas.
- 9.3.4 Subject to other provision(s) under this Agreement, nothing under this Article, confers/ confirms any prescriptive right to the Buyer on such Unauthorized Over drawl Gas to draw/ purchase such Unauthorized Over drawl quantity of Gas, nor any obligation is cast on either Govt. of India and/or on the Seller to procure, sell and transport such Unauthorized Over drawl Gas to the Buyer. The Seller shall have unrestricted right to regulate supply of Gas to the Buyer at all times.

#### 9.4 Built up period:

- 9.4.1 The terms relating to MGO, as detailed in Article 9.2 and ODC as detailed in Article 9.3 above, will be applicable after the initial period of 3 months from the Gas Supply Commencement Date for Class-C (Large Industrial Customers), 4.5 months for Class-B (Medium Industrial Customers) and 6 months for Class-A (Small Industrial Customers), which shall be considered as "Built Up Period".

During the Built Up Period, the Buyer shall determine its requirement of Gas for specifying its DCQ for the subsequent quarter of that Calendar year.

- 9.4.2 There would be no consideration of Built up period on the revision of the DCQ whenever done.

### ARTICLE 10: QUALITY OF GAS

- 10.1 The quality of Gas to be delivered to the Buyer will conform to the specification laid down in Annexure III hereto which shall form part of this Agreement.

### ARTICLE 11: SHUTDOWN AND STOPPAGE OF GAS SUPPLY

- 11.1 The scheduled annual shutdown of Gas supply, each at the Seller's end or at the Buyer's end, shall be limited to total 30 (Thirty) days in a Year, and either party shall give notice in writing to the other party 2 (Two) days {for Class-A ( Small Industrial Customers)}/ 5 (Five) days {for Class-B ( Medium Industrial Customers)}/ 10(Ten) days {for Class-C (Large Industrial Customers)}, prior to the proposed date of shutdown of Gas supply. As far as possible, the Buyer and the Seller shall try to synchronize their shutdown periods of Gas supply. During such shutdown period, the provision of the Article 9.2 shall not be applicable for the duration of stoppage of supply of Gas during this period.
- 11.2 The Buyer shall inform the Seller immediately about any accident and/or defects in installations of the Buyer, for the purpose of complete or partial stoppage of supply of Gas. Provided that, in all such cases, the Buyer shall undertake immediate steps to rectify the defects for commencing normal intake of Gas. Provided further that in all such cases, the provisions relating to payment of the MGO by the Buyer under Article 9.2 shall not be applicable for the duration of stoppage of supply of Gas during this period.
- 11.3 The Seller shall, likewise, inform the Buyer immediately about any accident and/or defects in installations of the Seller, for the purpose of complete or partial stoppage of supply of Gas. Provided that in all such cases, the Seller shall undertake immediate steps to rectify the defects for



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commencing normal supply of Gas. Provided that, in all such cases, the provisions relating to payment of MGO by the Buyer, under Article 9.2, shall not be applicable for the duration of stoppage of supply of Gas during this period.

#### ARTICLE 12: GAS MEASUREMENT, INSTRUMENT & CALIBRATION

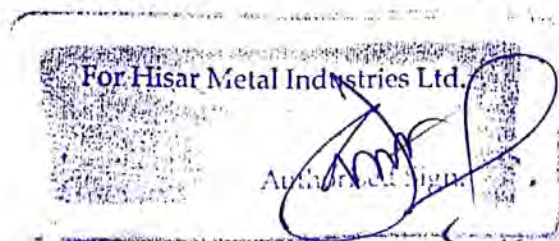
- 12.1 The volume of Gas supplied under the Agreement shall be measured by the Flow Meter installed and maintained in GPRMS by Seller. The measurement of Gas supply shall include all corrections applied manually or through Electronic Volume Correctors (EVC) as recommended for accurate metering of Gas by the American Gas Association (AGA), Gas measurement Committee Reports and shall be binding on the Parties hereto.
- 12.2 Normally, the calculations and corrections shall be done automatically through EVCs, but in case of any failure in EVC, the calculation shall be done on the basis of Flow Meter mechanical counter reading and correction shall be applied manually on the basis of set pressure, average temperature and average gas composition.
- 12.3 In case of partial failure of operation of EVC during a fortnight, the average correction factor (CF) and not EVC highest correction factor (HCF) shall be used for the purpose of calculation in the joint tickets. However, if EVC has not functioned for more than 7 (Seven) days, then average CF for previous fortnight when EVC has worked properly will be used. The Gas composition and Net Calorific Value of Gas shall be measured by a chromatograph installed by the Seller at its City Gate Station (CGS) or at any other location. The heating value shall be computed as per latest edition of ISO 6976/ASTM 3588/GPA 2145 and GPA 2172 or any other relevant standards and the same shall be applicable for this Agreement.
- 12.4 The Buyer may install its check flow meter and check chromatograph in a manner so it does not cause any interference with the normal operations of the instruments/ equipment of the Seller. In case the variation in the measurement of flow between the Seller's flow meter and the Buyer's flow meter is within + 2 percent for the Gas flow less than 20 percent, and + 1 percent for the Gas flow more than 20 percent of the Seller's meter range, the reading of the Seller's instruments shall be taken as final. If the variation exceeds + 2 percent for flow less than 20 percent and + 1 percent for flow more than 20 percent, the final value shall be arrived as per the detailed procedure laid down in the Article 12.7 below. The measurement shall include all corrections in installation practices recommended for accurate metering of Gas by the AGA Gas Measurement Committee Report No.3/7/8/9 by American Gas Association (AGA) or any other AGA report as applicable, and shall be binding on the Parties hereto.
- 12.5 The Flow Meter shall be proved at a frequency to be mutually agreed upon between the Parties.
- 12.6 In case the Buyer has any doubt on the proper working of the Flow Meter, it shall inform about the same to the Seller in writing and may request for checking/calibration of the Flow Meter. The cost of such special test shall be borne by the Seller only if the percentage of inaccuracy is found to be more than limits stated in Article 12.4 above, but the cost of such special test shall be borne by the Buyer if the percentage of inaccuracy is within limits stated in Article 12.4 above.
- 12.7 If on calibration, the Flow Meter registers a variation of more than +2 (two) percent, or if the Flow Meter is out of service, the following procedure in order of priority whichever is feasible for arriving at the computation of Gas flow during the period between the last calibration and the present one shall be followed:
- 12.7.1 By using records of the check meter (matching the specifications of the Flow Meter) of the Buyer, or a standard meter (as per the quality specifications of the Flow Meter) and which is accurately registering the Gas flow; or
- 12.7.2 If Clause no. 12.7.1 is not possible, by correcting the error, if the percentage of error is ascertainable by calibration, test or mathematical calculation; or



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- 12.7.3 If neither Clause no. 12.7.1 nor 12.7.2 is possible, then by estimating the volume of Gas delivered by way of comparison with deliveries during a period under similar conditions when the Seller's Flow Meter was registering the Gas flow accurately.
- 12.8 The period for which the above corrections apply, as referred in Article 12.4, shall be as under:
- 12.8.1 If any period during which the Flow Meter was not operating as per the agreed standards under this Agreement or agreed upon, based on the substantiating documents, that will be the period to which the correction is to be applied.
- 12.8.2 If the period during which the Flow Meter was not operating as per the agreed standards under this Agreement is not known, the correction shall be made for a period equal to half of the time elapsed since the date of the preceding calibration test, provided the correction period does not exceed sixteen (16) days.
- 12.9 In any case, if at the time of calibration the Flow Meter error exceeds the norms of International Organization of Legal Metrology (IOML), it will be recalibrated by the Seller.
- 12.10 Upon the written request of the Buyer, the Seller shall, if required, permit the Buyer to examine relevant records, charts and calculations from its Flow Meter and related metering equipment installed at the Buyer's premises. The Seller shall preserve all such charts, records and calculations till such time the payment covered by the invoice of the Seller has been paid by the Buyer. And likewise upon the written request of the Seller, the Buyer shall permit the Seller to examine relevant records, charts and calculations from its check meter. The Buyer shall preserve all such charts, records and calculations for a minimum period of Thirty (30) days from the date of presentation of invoice by the Seller to the Buyer under this Agreement. Provided, in the event of any dispute between the Parties regarding the billing/payments, such records (charts, records and calculations, etc.) shall be preserved by the Buyer, till the Seller notifies in writing to the Buyer that the dispute is finally settled between the Parties.
- 12.11 Notwithstanding Article 9.3, the Seller reserves the right to regulate the flow of Gas by installing appropriate control devices. Unless and otherwise agreed between the Seller and the Buyer in writing, if the Buyer draws/takes the Gas beyond the DCQ it shall be at the sole risk and cost of the Buyer including resultant disruption/ stoppage of Gas supply either total or partial either to the Buyer or in the Seller's transmission/distribution pipeline. The Buyer shall be liable for all cost, expenses, damages or losses arising out of or resulting from or incidental to such over-drawl of Gas. Provided further, the Buyer shall not be entitled to any claim against the Seller for the over-drawl.
- 12.12 Steps for meter inspection and handling suspected meter tampering**
- 12.12.1 Seller's representative shall have the unrestricted access to the GPRMS for inspection of meters and its working, at any time.
- 12.12.2 As the Gas is supplied uninterrupted and the Buyer is to draw Gas on a continuous basis, the Buyer undertakes to appoint an authorized representative responsible for the safety and security of the Gas pipeline and the GPRMS. The Buyer shall provide in writing the name(s) of such authorized representative(s) to the Seller in advance; and whenever there is any change of such authorised representative(s), the Buyer undertakes to intimate the same to the Seller in writing. The said authorised representative of the Buyer shall be responsible for associating with Seller's representative during any kind of work on GPRMS and signing of inspection/ reading formats/ joint tickets, etc.



- 12.12.3 The Buyer undertakes to fence and gate the GPRMS at its own cost. The said gate shall be locked and the key shall be in the custody of the Buyer. Further, the GPRMS door shall be locked and the key shall be available with the Seller. The Buyer shall, in the presence of at least two of the Seller's representatives, put 'tamper proof security seals' with signature of Seller's representative across all the doors around GPRMS. The safety of the said tamper proof security seals shall be the responsibility of the Buyer. The Flow Meter shall be pre-calibrated meter for which calibration records shall be available at the Seller's office. A copy of the same can be issued on the Buyer's request. On the meter, following types of seals shall be provided by the Seller.
- a. Manufacturer seal and/ or Calibration lab seal.
  - b. Seller security seal (Door joint)
  - c. Seller security seal (Meter body joint)

The type, number of seals and condition of seals on the Flow Meter shall be recorded in the four-stage inspection format (to be provided by the Seller) at the time of installation/ change of the Flow Meter.

- 12.12.4 For each inspection/ visit, other than that for joint ticket reading, where the GPRMS is to be opened, the four stage inspection format shall be duly filled by Seller's representative for recording all the observations. The same shall also be signed stage-wise by the Buyer's representative. In the event of refusal of Buyer's representative to sign the format, the Seller's representative will record that the Buyer's representative has refused to sign the format; and further record his observations in the format, which will then be pasted and/or delivered to the Buyer's unit. A copy of the format along with the observations recorded therein by the Seller's representative will also be sent to the Buyer through post. It shall be the responsibility of the Buyer to ensure the presence of its representative during such inspections.
- 12.12.5 Any abnormality observed during the inspection shall be recorded by the Seller's representative on the four-stage inspection format.
- 12.12.6 In case of suspected tampering of the Flow Meter, the Flow Meter shall be replaced with another flow meter in presence of the Buyer's representative and the said tampered flow meter shall be sealed in a box with joint signature of the Buyer's & Seller's representatives. No advance notice shall be served to the Buyer for replacing the flow meter in case of suspected tampering of the Flow Meter. Buyer shall be required to provide a short shutdown for replacement of the flow meter as and when informed by Seller. At all the times of removal of the flow meter, the Seller shall inform in writing to the Buyer about the reasons for removal of the Flow Meter. In case the Buyer's representative at any stage is absent and/or refuses to sign, it shall be presumed that the Flow Meter has been tampered with and the Flow Meter without the signature of the Buyer's representative will be sent for further inspection and/or calibration, as provided hereinafter, by the Seller. The Buyer, in such an event, shall accept the actions taken by the Seller as final.
- 12.12.7 The Flow Meter so removed shall be sent for third party inspection and calibration at a calibration lab, which is recognized at national level. The date & place of calibration of the Flow Meter shall be informed to the Buyer in advance and the Buyer may depute its authorized representative to be present at the lab. The Flow Meter shall be taken out from the sealed box in presence of the Buyer's and Seller's representatives, if available and present and taken for inspection & calibration and the condition of the seals on the box shall be recorded and signed jointly by the Seller's and Buyer's representatives. The Buyer's and Seller's representatives shall not be permitted to enter the inspection and calibration room of the lab. The reports issued by the lab shall be duly signed by the representative of the Seller and the Buyer, if available and present at that time of issue of said reports. In case, the representative of either the Seller or the Buyer is not available, the lab will be free to open the sealed box and proceed for further examination, inspection and calibration and thereafter send the report to the Seller by post.



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- 12.12.8 The Flow Meter shall be considered as tampered, if any of the seals on the Flow Meter is found disturbed/ broken or missing and/ or any of the settings, parts inside the Flow Meter are found disturbed/ or changed irrespective of the calibration results. However, if all the seals and parts are found to be normal and only calibration results are found to be having deviation from usual, the Flow Meter will not be considered as tampered and only calibration error will be taken into account, as per the provisions of this Agreement.
- 12.12.9 In case the Flow Meter is found tampered, the following penal actions shall be initiated against the Buyer, which are without prejudice to the other legal rights available to the Seller:
- a. Within reasonable time after the receipt of inspection & calibration report, a show cause notice shall be issued by the Seller to the Buyer to explain why the penal action should not be initiated against the Buyer for tempering of the Flow Meter.
  - b. The Buyer shall be required to provide a written reply within 15 (Fifteen) days from the date of issue of the said Show Cause Notice.
  - c. The Seller shall review the Buyer's reply to the Show Cause Notice, if submitted.
  - d. If the reply provided by the Buyer is not found satisfactory and/or tenable and meter tampering is established by the Seller, then the Gas supply shall be discontinued immediately after issuance of a written notice to that effect by the Seller to the Buyer. The Buyer shall be liable to pay the meter tampering charges to the Seller for the period of meter tampering. The Possibility of resumption of Gas supply in established case of Meter Tempering will be regulated as mentioned hereinafter.
  - e. For ascertaining the period of meter tampering, the Gas drawl data/ data from EVC shall be reviewed along with the history of previous Flow Meter calibrations. The consumption data (over the previous three months) shall also be compared with consumption recorded just after the replacement of the Flow Meter. The day or time from where Gas drawl has gone below the normal Gas drawl by the Buyer (without any shutdown or otherwise explainable reasons to the satisfaction of the Seller) to the day of replacement of Flow Meter shall be considered as the period of meter tampering. However, if subsequent to the day on which Gas drawl has gone below the normal Gas drawl by the Buyer—
    - (i) The Flow Meter has been changed by the Seller and the Flow Meter taken out was found not tampered, then the period of meter tampering shall be from the date of replacement of the last Flow Meter to date of change of present Flow Meter subject to the maximum period of Three (3) month.
    - (ii) A four stage inspection has been carried out by the Seller and nothing abnormal is found, then the period of meter tampering shall be from that day to the date of replacement of present Flow Meter.
  - f. Four-stage inspection of all the GPRMS shall be carried out in every quarter. Once this is done, the total period of meter tampering in any case shall not be more than three (3) months whereby maximum period for which meter-tampering charges can be imposed shall be three (3) months.
  - g. Once the period of meter tampering is established, then peak flow recorded during three (3) months prior to period of meter tampering shall be taken and that will be treated as quantity of Gas actually consumed by the Buyer during the period of meter tampering. The difference between this peak quantity i.e. Highest per day Gas flow/quantity as recorded during the previous three (3) months prior to period of meter tampering and the already billed quantity in this period, shall be difference quantity or the short fall quantity to be charged from the



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- Buyer at Two (2) times the Unauthorized ODC mentioned in Article 9.3 and a claim will be raised by the Seller towards meter tampering charges.
- h. Meter tampering charges shall be over and above for the shortfall quantity and will be equivalent to the peak flow quantity charged at Unauthorized ODC for the entire period of meter tampering.
  - i. In case meter tampering is repeated for the second time, the meter tampering charges calculated as above, shall be charged at a rate, which is Two (2) times the Unauthorized ODC, apart from stoppage of Gas supply and/or Termination of the Agreement. In such an event, a notice shall be issued to the Buyer conveying the differential amount and the meter tampering charges to be paid by the Buyer within a period of Fifteen (15) days, failing which the Gas supply will not be restored. For purpose of resumption of Gas supply the Buyer shall have to additionally execute a good conduct bank guarantee equal to the value of gas for Two (2) fortnights, i.e. 30 days with a validity of one (1) year or deposit the interest free amount equal to the cost of gas for 30 days through Demand Draft/ At Par Bank Cheque/ electronic payment. In case of any further meter tampering the good conduct bank guarantee shall be en-cashed/ deposited amount forfeited forthwith and the Seller shall reserve the right to terminate the Gas supply/ GSA.
  - j. In case meter tampering is repeated for the third time, apart from stoppage of gas supply without any further notice, an action shall be initiated for the immediate termination of Agreement. The Buyer shall pay the meter tampering charges at three (3) times the Unauthorized ODC and other charges as communicated in writing by the Seller, failing which the Seller shall have unrestricted right to recover the amount of meter tampering charges together with the cost of laying of pipeline and other associated infrastructure cost from the Buyer as per laws of the land.
  - k. Once Gas supply is stopped because of meter tampering, the Seller may consider restoration of Gas supply, only when the Buyer pays the full Meter tampering charges and other charges calculated as above and also issues a written apology and an undertaking that such an event of meter tampering shall not be repeated in future. Further, before restoration of supply of Gas, in addition to liquidation of all the dues, the Buyer shall be liable to pay an amount of Rs. 50,000/- (fifty thousand only) as charges for restoration of Gas supply. Provided further, provisions of Article 9.2 shall continue to be applicable during the period of stoppage of Gas supply on account of meter tampering.

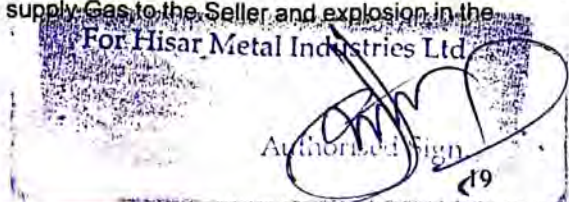
12.13 In case, the Buyer executes separate Agreement(s) for supply of Gas allocation for billing purposes, the same shall be in accordance with such order of priority expressed in the side letters exchanged between the Parties for that purpose from time to time.

12.14 The terms/ procedures as may be evolved by the Seller from time to time to safeguard the functioning of the GPRMS and to regulate any misplaced action that hinders the smooth and unrestricted functioning of any equipment/ gas supply system shall be binding on the Buyer.

### ARTICLE 13: FORCE MAJEURE

13.1 Neither party hereto shall be liable for failure to perform or for delay in performing any provision(s) of the Agreement, if such failure or delay is caused or results from a Force Majeure.

13.2 The term Force Majeure in this Agreement means act of God, war, revolt, riot, tempest, flood, earthquake, lightning, direct and indirect consequences of war (declared/undeclared), sabotage, fire, hostilities, natural calamities, national emergency, epidemic/ pandemic, civil disturbances or commotion, embargo or any law or promulgation of regulation or ordinance or executive order, whether Central or State or local, failure of suppliers to supply Gas to the Seller and explosion in the



Buyer's/Seller's plant installation. Upon occurrence or termination of such an event the party rendered unable to fulfil the obligation as mentioned aforesaid shall notify the other party in writing within Twenty-Four (24) hours of the beginning and ending giving full particulars and satisfactory evidence thereof.

- 13.3 In the event if such period of Force Majeure lasts for more than 3 (Three) months, the parties shall consult each other with a view to agreeing to what action should, in the circumstances, be taken.
- 13.4 The Buyer shall make payment to the Seller for actual quantity of Gas supplied during the period of Force Majeure.

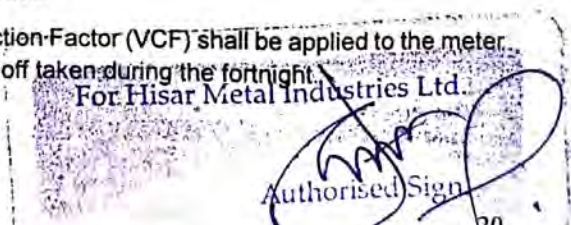
#### ARTICLE 14: PRICE OF GAS

- 14.1 The price ("Price") which Buyer shall pay for quantities of Gas purchased by Buyer or supplied by Seller, shall be as set out in the **Price Side Letter** (as per **Annexure V**, or any subsequent amendments thereto), which shall form an integral part of the Agreement. The Price of gas shall be fixed different for all the three categories of Industrial customers. Accordingly, Price Side letter shall contain different price of gas for the different categories of Industrial Customers as explained at Article 2 in this Agreement.
- 14.2 The price of Gas would be declared in Rs. / SCM as well as in Rs/MMBTU on GCV basis for the purpose of billing.
- 14.3 The above Price includes only those Taxes and Duties expressly set out in the Price Side Letter.
- 14.4 Changes in Law & Other Price Variations**
- The Buyer acknowledges and agrees that the elements/constituents of the Price set forth in the Price Side Letter have been negotiated and agreed between the Parties, taking into consideration the elements/constituents of the price agreed between Upstream Suppliers and the Seller, and the Laws and policies of any Government Agency applicable/prevaling on the date of this Agreement.
- 14.5 The Parties agree that if at any time, any element/constituent of the Price as set forth in Annexure V (or any subsequent amendments thereto) is required to be changed on account of any reason, including any variance/change in Law, any change in judicial/quasi-judicial interpretation, application of any Law etc., any directive from any Government Agency, changes in the policy of any Government Agency, pooling of LNG prices, decision of any court, which results in a corresponding change in Price, the Seller shall by way of a written notice inform the Buyer of such change and the Price shall accordingly stand revised, and with effect from such date as stated in the Seller's notice and the Buyer agrees to pay the same. The change in Price and the necessary adjustment shall be reflected in the subsequent Invoice.
- 14.6 In agreement with the Clause no. 14.5 above, the Seller reserves the right to revise the Price of natural gas supplied to the Buyer, at its sole discretion, depending upon the variation in the price of gas received from shipper, transportation tariff, taxes, etc. or any other factors affecting the price of gas and the same shall be agreed to the Buyer.

#### ARTICLE 15: METERING, BILLING AND PAYMENT

##### 15.1 Metering of Gas delivered

- 15.1.1 The Quantity of Gas supplied to the Buyer shall be measured through the gas meter(s) to be installed and maintained by Seller as explained in Article 12 above.
- 15.1.2 The flow of gas volume depends upon standard temperature and pressure and may vary due to any variation in these factors. To automatically account the variation of these factors in the consumed quantity as measured by the installed meter, Electronic Volume Corrector (EVC) equipment is installed on RPD type meter as stated in Article 12 above.
- 15.1.3 In absence of EVC equipment; a manual Volume Correction-Factor (VCF) shall be applied to the meter reading as per Gas Law for corrected quantity of gas off taken during the fortnight.



- 15.1.4 The calorific value is subject to vary with respect to density and source of gas on daily basis. The weighted average calorific value of the delivered gas shall be provided in the Invoice and accordingly the delivered price of gas shall vary for the fortnight.
- 15.1.5 In the event of failure of the meter(s) to record correct consumption, the quantity of gas consumed by the Buyer shall be determined on the average consumption of last three fortnights.
- 15.1.6 Joint Ticket shall be prepared as per meter reading including application of VCF on 1st day of Fortnights i.e. on 1st and 16th day of the month and fortnightly Invoice shall be generated accordingly as per prevailing Pricing Policy of the company.
- 15.1.7 Any delay in signing Joint Ticket by the customer for any reason or dispute shall not be treated as delay in payment. Pending signing of Joint Ticket; a provisional invoice shall be generated by Seller based on the Joint ticket submitted by Seller representative or as per last 3 fortnights average; as the case may be. Irrespective of the delay in Joint Ticket signing; payment due date shall not be changed for individual case. Any dispute in measured consumption during the fortnight must be raised separately with Seller by the Buyer and any adjustment shall be reflected in next fortnight invoice.

## 15.2 Billing for the gas supplied

- 15.2.1 For the purpose of billing, the joint ticketing readings for the gas consumption during the Fortnight will be collected on the first and second day of the succeeding fortnight and same shall be followed for the succeeding calendar month.
- 15.2.2 The Seller shall raise invoice for each fortnight, within three (3) Business Days following the end of the Fortnight, covering the actual quantity of Gas supplied, at the price of Gas, applicable from time to time. The invoice for each fortnight will have adjustments done for GCV, if any, and if applicable as provided in Article 12. The Seller will raise the invoices for each fortnight and the Buyer agrees to pay the invoices so raised in full within seven (7), five(5) and three(3) Business Days of presentation of the said invoice to Class A(Small Industrial Customers, Class-B(medium Industrial Customers and Class-C(Large Industrial Customers respectively.
- 15.2.3 The invoice raised by the Seller shall include the following details for the previous Fortnight, which shall show it in respect of the previous Fortnight along with the details of calculations:
- (i) The total quantity of Gas taken by Buyer during such Fortnight (denominated in SCM);
  - (ii) The Wt. Average Calorific Value per SCM for the fortnight.
  - (iii) The applicable price for the each element shall be as indicated in Price side letter;
  - (iv) Amount payable for the quantities of the Gas delivered during the Fortnight equal to average Kcal in the fortnight multiplied by AGREEMENT Price prevailing for the Fortnight; and
  - (v) The Taxes and Duties as applicable which are to be reimbursed by the Buyer on the Gas delivered during that Fortnight.
  - (vi) Other Charges including Excess Drawl, if any
  - (vii) The Invoice Amount shall be equal to sum of (iv) to (vi).
- 15.2.4 The Payment Amount receivable by the Seller and included in the invoice shall be based on measurements collected by the Seller under Article 15.2.1
- 15.2.5 The invoices shall be sent through email/ Post.
- 15.2.6 In addition to above all calculations for the month with respect to Gross Calorific Value (GCV), adjustments, MGQ obligations, if any, will be reflected in the second Fortnight invoice raised by the Seller.



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15.2.7 If it is determined that there is a change in the Invoice in respect of any Fortnight, the Seller shall promptly furnish to the Buyer by facsimile a revised invoice (the "Revised Invoice") in respect of such Fortnight (and its corresponding Invoice), which shall include the details of such change.

### 15.3 Payment due date

15.3.1 The payment of each invoice shall be due by the relevant Party within three (3) Banking Days ( for Class- C Large Industrial Customers)/ five (5) banking Days( For Class-B medium Industrial Customers)/ seven(7) Banking Days ( for Class-A Small Industrial Customers) which is termed as the ("Due Date"), from the date of receipt of fortnight bill via email. In the event such day is not a Business Day, then it will be, no later than, the Business Day immediately following such day. Payment shall only be deemed to be received when such amounts are duly credited to the seller's designated bank account. In case the Buyer fail to make payment to the seller, of any sum due hereunder, Buyer shall be liable to pay interest as mentioned in Article 15.3.2

15.3.2 The customer will ensure the proper & timely payment of gas consumption bills. Customer shall make full payment, against the bill raised by the supplier by the due date mentioned at Article 15.3.1, i.e. within the above prescribed days from the date of billing. Any default in the **payment of bill attracts a penal interest of 2% per month**. The payments of interest on the due amount in no manner shall preclude or prejudice the rights and authority of the supplier to disconnect the supply of the customer. Non receipt of gas consumption bill shall not be sufficient ground for nonpayment of bills. In case customer has not received bill, he is under obligation to obtain a duplicate copy of same from the supplier. A minimum amount of Rupees Fifty thousand (Rs 50000/-) shall be charged from Large Customers (Class-C), Rs. Twenty five thousand (Rs. 25000) shall be charged from medium Customers and Rs. Ten thousand (Rs. 10000) shall be charged from Small customers as re-connection charges. However, gas supply shall be stopped after 15 days from the due date or on the day payment security deposit provided by the Customer is exhausted till the payments are received. Interest on delayed payment shall be annually applicable @ 24% interest rate for delayed Period. The interest for the delayed period will be reflected in the subsequent Invoices.

15.3.3 In case there is any dispute/ discrepancies regarding billing/ invoices, the Buyer shall not return the bill/invoice or withhold or disallow part or full payment. After making full payment of such Invoices, the Buyer shall lodge any claims for refunds with the Seller giving full particulars within a period of 14(fourteen) Days from the date of making the payment, and in the event of such claims being found correct, the Seller shall adjust the same against the next invoice supply of Gas. No interest shall accrue on such refunds by the Seller to the Buyer. The Seller undertakes to consider the claim of the Buyer within a period of Thirty (30) days from the receipt of such claim, if found acceptable. Failure of the Buyer to put forward any claim within the time above specified shall be an absolute waiver of any claim as also the Buyer's right to refer the matter to arbitration.

15.3.4 The Buyer shall nominate the authorized representative who shall receive the invoice(s) and make payments. The Buyer shall make payments at par in the Seller's bank account or any other office to be specified in this behalf by the Seller in the Invoice.

15.3.5 If such payments by the Buyer are not made as stipulated in the Clauses above, the Seller shall be at liberty without prejudice to any other right to stop the supply of Gas and the supplies shall not be resumed till such time as payments, including interest, if any, are received by the Seller from the Buyer, in full

### 15.3.6 Payment Currency

Payments by the Buyer under this Agreement shall be made in Indian Rupees only.

### 15.4 Payment Instructions

15.4.1 The Buyer shall pay the invoice amount of any Invoice, provisional Invoice, final Invoice, revised Invoice or miscellaneous Invoice/ debit Note directly to such bank account(s) as instructed by the Seller to the Buyer from time to time. Mode of payment shall be by electronic transfer of funds through RTGS or telegraphic transfer or through cross cheque/ DD on or before the buyer's 'Due For Hisar Metal Industries Ltd.



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Date' as advised by the Seller.

- 15.4.2 The payment of invoice for gas consumption as well as raised under various clauses of this Agreement has to be made through RTGS/ Electronic/telegraphic transfer of fund within the Payment due date in Seller's Account as per details given below. The details of Sellers Account No. for RTGS/ Electronic/telegraphic transfer of fund are as follows.

**Bank Name : ICICI Bank**

**Branch : 11, Time Tower, MG Road, Gurugram, Haryana - 122001**

**Account No. : 114305000773**

**IFSC Code : ICIC0001143**

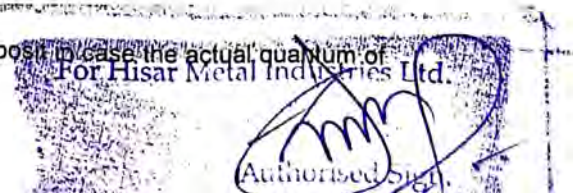
- 15.4.3 In the extreme case, having no option, Payment through the Cheque/ DD can be allowed by Seller at its sole discretion, which shall be made in favor of "Seller "and should be delivered at the company's (Seller's) Corporate office located at A-149, Sushant Lok, Phase-I, Gurugram-122002 (Haryana) "or" handed over to designated marketing officer deputed by Seller.

## 15.5 Payment Security

- 15.5.1 The seller shall insure delivery of invoice to the buyer in time and will keep track of the same. In case of non-delivery of the invoice for the fortnight by the 3rd day of the succeeding fortnight both parties will discuss the same and will take step to trace out where-about of the invoice. If the invoice could not be traced out, the seller shall provide copy / duplicate invoice to the buyer and notwithstanding the provision of clause above, the buyer will make payment of such invoices within (7) seven days from date of invoice.
- 15.5.2 In order to secure the Buyer's payment obligations under this Agreement, the Buyer shall provide the interest free payment Security deposit through crossed Cheque or electronic transfer of funds through RTGS or telegraphic transfer or submit the Bank Guarantee of the amount mentioned here below and shall maintain the same all the time, without recourse to the drawer and in favor of the Seller, with an Acceptable Bank, in the format acceptable to the Seller, to secure any payments as may be due and payable by the Buyer to the Seller from time to time under this Agreement. The Buyer with requirement of high volume of gas shall have the option to provide the payment security through the Bank Guarantee which shall be decided by the Seller. The Payment security amount shall be paid or Bank Guarantee shall be submitted by the Buyer to the Seller no later than fifteen (15) Days before the Gas Supply Commencement Date. The value of Payment Security amount shall be equal to the value of Gas for a period of 30 days as per the DCQ for the payment mode other than Bank Guarantee. For the Bank Guarantee, the value of Payment Security amount shall be equal to the value of gas for a period of 45 days as per the DCQ at the gas price which shall be the total value of (i) Gas Price; (ii) Local Distribution Charges/ Other Transmission Charges, if any; and (iii) estimated Taxes and Duties (such estimation done by the Seller). If the bank Guarantee is provided, then it shall, without being dependent on any actions of the Buyer, be automatically replenished to its original amount (and not less than the original amount) once the amounts secured by the Bank Guarantee reduces due to the forfeiture due to non-payment of invoice. The bank Guarantee shall permit multiple and partial draw downs, provided, however, that the Bank Guarantee shall, in a single instance at any given point of time, be draw-able only up to an amount equal to sixteen (16) Days' supply of Gas at applicable Price. The Bank Guarantee shall be valid for one year which shall be renewed at least fifteen Days before the expiry of the validity of the Bank Guarantee. If the payment security is paid through Cheque/DD/RTGS, the same shall be required to be replenished from time to time as required in case of forfeiture due to reasons of non-payment of invoice.

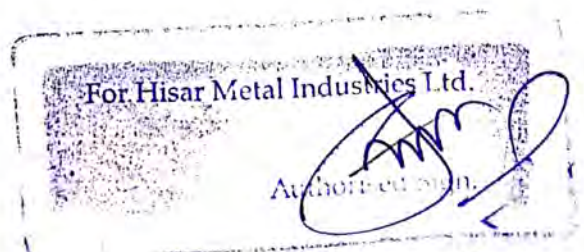
The Buyer shall be responsible for increasing the amount of deposit in case the actual quantum of

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Gas consumed, exceeds the Nominated Quantity in more than two (2) consecutive months in a year and the same shall be reduced if gas consumed reduced to nominated quantity for two(2) consecutive months thereafter.

- 15.5.4 The amount of interest-free deposit paid by the Buyer to the Seller will be adjusted against the outstanding payments if outstanding payments for Gas due to the Seller remain outstanding for a period of more than 1(one) Fortnight. The Buyers shall reinstate the forfeited deposit within 7 days from the receipt date of information of such adjustment. The deposit will be liable to be refunded on expiry of the Agreement subject to settlement of outstanding dues, if any. At the time of refund, the Seller shall deduct any amount due by the Buyer to the Seller from the deposit and only the balance shall be refunded.
- 15.5.5 In the event of the Buyer failing to pay the interest free deposit or any increase thereto as referred in the sub clause 15.5.2 and 15.5.3 above to the Seller, the Gas shall not be supplied by the Seller to the Buyer until such deposit is paid.
- 15.5.6 In the event, the Buyer fails to comply with its obligations under this Article, including its obligations to issue, maintain, renew, replenish, restore and reinstate the interest free deposit, the provisions of Termination as per Article 21 shall apply.
- 15.5.7 If the Buyer fails to pay the amounts due under any Invoice, Provisional Invoice, Final Invoice, Correctional Invoice, Miscellaneous Invoice or Debit Advice/ Debit note, as the case may be, on or prior to the Buyer's due date, the Seller would be entitled to forfeit the amount provided as payment security through At par Cheque/ demand draft/ RTGS/any electronic mode or draw upon the Bank Guarantee, if Payment security is provided through the Bank Guarantee, on any Day after the due date by presenting to the Bank Guarantee to the bank with the following documents:
- (i) a copy of the Invoice/ Provisional Invoice/ Final Invoice/ Correctional Invoice or Miscellaneous Invoice, as the case may be, under which amounts are due and payable by the Buyer;
  - (ii) a certificate from the Seller to the effect that amounts under the Invoice, Provisional Invoice, Final Invoice, Correctional Invoice or Miscellaneous Invoice, as the case may be, remain unpaid by the Buyer beyond Buyer's due date; and
  - (iii) Calculation of interest on the amounts mentioned in Article 15.3.2 above.
- 15.6 In the event the Buyer fails to comply with its obligations under this Article 15, including its obligations to issue, maintain, renew, replenish, restore and reinstate the payment security provided through at par Cheque/ DD/RTGS/ Any electronic mode or the bank Guarantee, the provisions of Article 21.5 shall apply.
- 15.7 All bank charges, interest or other payment related to the Bank Guarantee, if any, shall be borne by the Buyer.
- 15.8 In case of any doubt or clarification by the Buyer whether a particular cess or Tax or Fee(s) or Duty or Levy or Assessment etc. or any change thereto is effective or imposed, as the case may be, the Buyer shall take up the matter directly with the concerned Central and/or State Government(s) or Local authority(ies) or any such other body and/or bodies without withholding the payments thereto due to the Seller under this Agreement and shall inform the Seller regarding the decision of such authorities with documentary evidence.



**ARTICLE 16: INTERRUPTABILITY AND PRIORITIZATION OF GAS SUPPLY**

16.1 The Buyer undertakes that the gas supplied by Seller shall be prioritized in supply to various segments of customers in the geographical area in case of gas supply is interrupted due to any unforeseen reasons or upstream supplier of the gas is facing any problem and is unable to maintain the gas supply to the Seller. Under the circumstances, as per PNGRB regulations/ guidelines, in case of contingency, interruption or stoppage of gas, the following priority of the consumers shall be applicable in gas supply.

- a) Domestic consumer
- b) Commercial consumer- Hospitals/ essential services)
- c) Transport sector (CNG)
- d) Small industrial customers
- e) Medium and Large industrial customers
- f) Other Commercial customers (other than hospitals/ essential services)

**ARTICLE 17: TRANSFER OF RIGHTS****17.1 Transfer of Rights of Seller**

The Seller may at any time transfer or assign all its rights and obligations under this Agreement to any other company or corporation by giving prior notice in writing to the Buyer of such transfer or assignment. Provided all its rights and obligations under the Agreement for supply of Gas shall stand transferred to such company or corporation to whom Seller transfers its rights and obligations.

**17.2 Transfer of Rights of Buyer**

The Buyer may at any time transfer or assign its rights and obligations under the Agreement to any Firm having an Unit registered with the District Industries Centre (DIC) or Directorate General of Technical Development (as the case may be) by obtaining prior written consent from the Seller of such transfer or assignment, subject to relevant guidelines, as may be issued by the State or central government, from time to time. Provided all its rights and obligations under this Agreement for receipt of Gas shall stand transferred to such Assignee/Transferee to whom the Buyer transfers its rights and obligations. Provided further that the Buyer shall first make all payments in full including interest, if any, before such transfer or assignment.

**ARTICLE 18: CHANGE OF LOCATION**

18.1 No request of Buyer for change of location of Buyer's plant shall be agreed by the Seller if there is change in ownership/management. Under the circumstances, the new owner/management shall be considered as new customer and gas supply requirement and methodology shall be discussed and new Gas Supply Agreement shall be signed with the new owner/management provided pipeline as well as natural gas is available in the vicinity of new location.

18.2 The Seller agrees that the request of Buyer for Change of location of its plant could be permitted from one location to another for the same ownership/ management, subject to the following:

- (i) Change of location of the plant to be permitted only when the boundary of the new plant is clearly defined and no other factory or plant exists within that boundary.
- (ii) Supply of gas at the new location should be technically feasible.
- (iii) The Buyer to furnish 'No Objection Certificate' (NOC) from the concerned local authorities.
- (iv) The Buyer to submit/ undertake to submit other documents, as required by the Seller.
- (v) The Buyer to pay expenses on account of shifting/ dismantling of existing infrastructure/ new infrastructure to be created for supply of Gas, as conveyed by the Seller.
- (vi) Liquidation of dues, if any, before consideration of request.
- (vii) Gas supply should be from the same or connected source.



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 [Signature]  
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**ARTICLE 19: DISPUTE RESOLUTION****19.1 Conciliation**

- 19.1.1 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between the Parties arising under/out of/in connection with this Agreement shall be settled in accordance with the provisions of this Agreement with mutual consultation approach.
- 19.1.2 In case, the mutual consultation approach to settle the dispute/ differences/ issues fails, the parties shall settle the same with mutual conciliation approach under which the Parties shall attempt to settle such dispute(s) amicably under Part-III of The Arbitration and Conciliation Act, 1996 of India. It would be only after exhausting the option of Conciliation through an Alternate Dispute Resolution Mechanism as mentioned above, the Parties hereto shall go for Arbitration.

**19.2 Arbitration**

- 19.2.1 Any dispute arising in connection with this Agreement which is not resolved by the parties through the above provisions specified at Article 19.1, i.e. through mutual consultation and Conciliation, shall be settled through Arbitration under The Arbitration and Conciliation Act, 1996 of Indian and the rules made there under including statutory modification(s) thereof
- 19.2.2 The venue of arbitration shall be New Delhi and the language of Arbitration shall be English.
- 19.2.3 Either Party shall give a written notice to the other Party on the existence of the disputes/issues, which needs to be resolved by Arbitration.
- 19.2.4 For the purpose of appointing the Sole Arbitrator, the Seller shall send to the Buyer a panel of 3 (three) independent persons and the Buyer shall select any one of them to be appointed as "Sole Arbitrator" and communicate his/ her name to the Seller who within thirty (30) days shall appoint the said person as the Sole Arbitrator. If the Buyer fails to select and communicate within the specified period, the Sole Arbitrator shall be appointed as per the provisions of the Indian Arbitration and Conciliation Act, 1996.
- 19.2.5 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties, fixing the date of first hearing.
- 19.2.6 The work and obligations of the parties under this Agreement shall, however, continue during the proceedings of the Arbitration and No payment due (or) payable to the Seller shall be withheld on account of such proceedings.
- 19.2.7 If the Arbitrator so appointed is unable to (or) unwilling to act or resigns his appointment or vacates due to any reason, whatsoever, another Sole Arbitrator shall be appointed in the manner described above.
- 19.2.8 The decision of Arbitrator shall be final and binding on both parties to the dispute. The Arbitrator shall decide by whom and in what proportion all costs incurred in the Arbitration, including the fees payable to the Arbitrator shall be borne. The Arbitrator may, with the consent of the parties, extend the time from time to time, for making and publishing his award, as the case may be.

**ARTICLE 20: WARRANTIES****20.1 Buyer's Warranties**

The Buyer represents and warrants to Seller that, as of the commencement date, the Buyer has obtained all governmental licenses, permissions, consents and authorizations from any Government Agency and all management and shareholder approvals as necessary to enable the Buyer to perform its obligations under this Agreement and as such necessary approvals, licenses, permissions, consents and authorizations are valid and effective



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**20.2 General Warranties**

- 20.2.1 The warranties and representation of the Parties herein are true and correct in all material respects as on the date of this Agreement as if made at and as of such date. It is understood by Parties that they have entered into this Agreement on the basis of representation, covenants and warranties as set out in this Agreement.
- 20.2.2 Both Parties acknowledge that the other Party is relying on the accuracy of the representations, covenants and warranties detailed in this Agreement.
- 20.2.3 Each of the Parties also hereby represents and warrants to the other(s):
- 20.2.3.1 that the execution of this Agreement will not result in breach of any terms and conditions, or constitute default under applicable laws or other obligations to which it is bound or violate any rule, regulation or law of any Government or any order, judgment or decree of any court or government body or its internal rules and regulations, if any;
- 20.2.3.2 that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that this Agreement constitutes a valid and legally binding obligation, enforceable in accordance with its terms and conditions; and
- 20.2.3.3 That the Person executing this Agreement on its behalf has been duly empowered and authorised by it to execute this Agreement and to perform all its obligations in accordance with the terms herein set out.

**ARTICLE 21: SUSPENSION AND TERMINATION****21.1 Termination of Agreement**

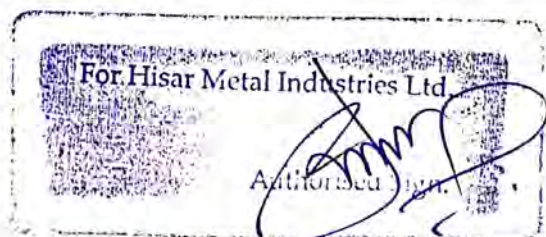
- 21.1.1 Except as provided otherwise, this Agreement may be terminated at any point after or before the commencement of gas supply and during the period of this Agreement/ before expiry of the Agreement Period with the mutual consent of the Parties with prior notice of three (3) months.
- 21.1.2 Notwithstanding anything above, the Agreement may be terminated by the Seller for any act of commission and omission of the Buyer in breach of Articles in the Agreement.

**21.2 Seller's Failure to Deliver Gas**

If the Seller fails (other than as a consequence of the Buyer's default or failure due to Force Majeure) to tender delivery 50% or more of the cumulative DCQ for a period of 180 (One Hundred And Eighty) continuous Days, then without prejudice to any other rights or remedies that the Buyer may have under this Agreement or by Law, the Buyer may, at its sole option, terminate this Agreement upon not less than 30 (Thirty) Days prior written notice to the Seller.

**21.3 Buyer's Failure to Pay**

- 21.3.1 If the Buyer fails to make any payment due under this Agreement to the Seller for a period of Seven (7) Business Days after Buyer's due date of such payment, then, upon not less than Three (3) days prior written notice by the Seller to the Buyer, the Seller shall be entitled to suspend delivery of Gas to the Buyer until the total defaulted payment with interest is paid to the Seller.
- 21.3.2 Notwithstanding anything to the contrary in this Agreement, such suspension of delivery by the Seller shall not constitute a default by the Seller to deliver Gas to the Buyer and shall not constitute Seller's Daily Shortfall and shall not result in any liability to the Seller under this Agreement and the Buyer shall remain liable to pay for all of its obligations under this Agreement.



21.3.3 If Buyer fails to make any payment within a period of Fifteen (15) Business Days from Buyer's Due Date of such payment, then without prejudice to any other rights or remedies that the Seller may have under this Agreement or under Law, the Seller may, at its sole option, terminate this Agreement upon not less than Six (6) Days prior written notice to the Buyer.

#### 21.4 Buyer's Failure to Take Gas

If the Buyer fails (other than as a consequence of Force Majeure or the Seller's default) to take 50% or more of the cumulative DCQ during a period of Ninety (90) consecutive Days, then without prejudice to any other rights or remedies that the Seller may have under this Agreement or Law, the Seller may, at its sole discretion, terminate this Agreement upon not less than thirty (30) Days prior written notice to the Buyer, without any refund to the Buyer.

#### 21.5 Buyer's Failure to Provide Payment Security and Maintain Bank Guarantee

21.5.1 If the Buyer breaches any of its obligations under Article 6, including the obligation to issue, maintain, renew, replenish, restore and reinstate the Payment Security Deposit, the Seller may, upon not less than Seven (7) Days prior written notice to the Buyer, suspend delivery of Gas to the Buyer, until such breach is cured to the satisfaction of the Seller within the Seven (7) day notice period. Any such suspension shall apply with effect from the last Day on which the notice is received (or deemed to have been received) by the Buyer under this Agreement. As a matter of illustration, if the Seller gives a Seven (7) Day notice then the 7<sup>th</sup> Day following receipt (or deemed to have being received) by the Buyer of the notice shall be the Day from which suspension shall commence, unless the breach which is the subject matter of the notice is cured to the satisfaction of the Seller.

21.5.2 Notwithstanding the right of the Seller under provisions of this Article, if the Buyer breaches any of its obligations under Article 6, the Seller may without prejudice to any other rights or remedies that it may have under this Agreement or under Law, at its sole option, terminate this Agreement upon not less than Fourteen (14) Days prior written notice to the Buyer.

#### 21.6 Seller's Supplier's Agreement Termination

The Seller shall have a right to terminate this Agreement by serving not less than seven (7) Days prior written notice to the Buyer, in case the supplier of Gas to the Seller terminates their Agreement to supply to the Seller.

#### 21.7 Meter tampering

The Seller shall have a right to terminate this Agreement in case of any meter Tampering in circumstances and manner mentioned in Article 7.2.10 and Article 12.12.8 of this Agreement.

#### 21.8 Re-selling / trading of gas by Buyer

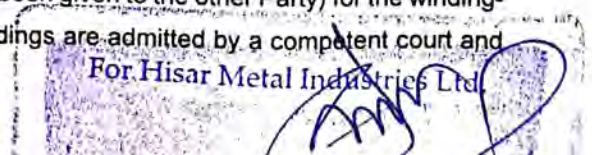
If the Buyer is found adopting the unfair means of use of gas or engaged in re-selling/ trading of gas to other parties, the Seller shall have unrestricted right to terminate this Agreement and levy the penalty under the provisions of the Agreement.

#### 21.9 Other Grounds for Termination

This Agreement shall stand terminated if:

21.9.1 An order is made for the winding-up of either Party; or

21.9.2 creditors of either Party or other third parties initiate(s) any legal proceedings (save as in the case of amalgamation or reconstruction, a notice of which has been given to the other Party) for the winding-up or dissolution of such Party and such legal proceedings are admitted by a competent court and



continue without being dismissed or without any injunction being granted over such proceedings for a period of One Hundred And Twenty (120) Days by such court or the relevant appellent court; or

21.9.3 Either Party or its shareholders approve in a duly convened shareholders or board meeting (save as in the case of amalgamation or reconstruction, a notice of which has been given to the other Party) the winding-up or dissolution of such Party; or

21.9.4 A liquidator, receiver, or similar officer is appointed for the whole or a material part of the assets of either Party; or

21.9.5 either Party fails to remedy any material breach of this Agreement and, if that breach is capable of remedy, fails to remedy that breach within Forty-Five (45) Days of notice it receives from the other Party of that breach, then the other Party may, without prejudice to any of its claim, remedy, suit or right of action, terminate this Agreement by notice in writing.

#### 21.10 Effect of Expiry or Termination

21.10.1 Upon termination of this Agreement, the respective rights and obligations of the Parties shall cease to have any effect, subject to the provisions below.

21.10.2 Termination of this Agreement for any reason shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination. The provisions of this Agreement relating to such rights and remedies, and the exercise thereof, shall survive the termination of this Agreement;

21.10.3 The Seller shall have the right to forfeit the payment security provided through At par Cheque/ DD/ RTGS or invoke the Bank Guarantee and appropriate the proceeds thereof, for any outstanding amounts due from the Buyer till the date of termination including any payments due with respect to its MGO obligations, if applicable, except where this Agreement is terminated by the Buyer in accordance with Article 21.2 or Article 21.6.

21.11 In the event of termination of the Agreement, either full or partial amount shall be deducted from the Interest free refundable Security Deposit as per the following schedule:

S. N.	Duration	Deductible Amount
1	Termination under Clause no. 21.4 of this Agreement	100% of SD amount( i.e. total SD amount shall be forfeited without any refund to Buyer
2	Termination due to Non-Fulfillment of Condition Precedent under Article 3	10% of SD amount
3	Termination prior to gas supply commencement	Full value (100%) of SD amount deposited with Seller by the date of termination.
4	Termination within 3 <sup>rd</sup> month of commencement of gas supply	75% of SD amount deposited with Seller
5	Termination within 6 <sup>th</sup> month of commencement of gas supply	50% of SD amount deposited with Seller
6	Termination within 12 <sup>th</sup> month of commencement of gas supply	25% of SD amount deposited with Seller
7	Termination within 30 <sup>th</sup> month of commencement of gas supply	10% of SD amount deposited with Seller



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**ARTICLE 22: LAWS GOVERNING THE AGREEMENT**

22.1 The Agreement shall be subject to Indian Laws, rules and regulations, notifications etc. issued under such laws.

**ARTICLE 23: CONFIDENTIALITY****23.1 Agreement is Confidential**

This Agreement and the terms and conditions hereof, and all information and documents pertaining hereto including, without limitation, all construction and operating data or any other written or verbal information that may come into the possession of a Party in connection with this Agreement that is not already known by such Party or that is not already in the public domain, shall be treated as confidential and shall not during the term of this Agreement be disclosed in whole or in part by either Party to any third party except as set out in Article 23.2 without the other Party's prior written consent.

**23.2 Allowable Disclosure**

Notwithstanding the provisions of Article 23.1, the consent referred to therein shall not be required for disclosure by either Party where and, to the extent, that such disclosure is reasonably and necessarily required:

23.2.1 To any Government Agency, but only to the extent that disclosure thereto is compelled by Law;

23.2.2 To the extent required by any applicable Law, judicial, arbitral or determinative process, or by the regulations of any recognized stock exchange on which the shares of such Party are or may become quoted; and

23.2.3 Provided that, if any disclosure pursuant to Article 23.2.1 and 23.2.2 is made, the disclosing Party shall ensure that the recipient shall keep any information disclosed confidential during the term of this Agreement

**ARTICLE 24: DIVERSION AND RESTRICTION ON USE OF GAS**

24.1 The Buyer shall not be entitled to sell Gas to any other party nor will use it for any purpose other than the Specified Usage in its plants as well as the Buyer shall not be involved/ indulged in the unfair and unlawful activities in regards to the gas received by the Buyer from Seller, unless mutually agreed to in writing by the Buyer & the Seller. In the event of occurrence of such practices and, in case, it is established that the Buyer is indulging in diversion of Gas or using it for any other purpose other than contemplated in this Agreement, the Seller shall have unrestricted right to terminate the Agreement and take the action under the provisions of this Agreement. The decision of Seller, in this regard, shall be final and binding to the Buyer.

**ARTICLE 25: PREVIOUS DISCUSSIONS AND CORRESPONDENCE**

25.1 All discussions, conclusions, meetings held and correspondences exchanged between the Buyer and the Seller in respect of the Agreement and any decisions arrived at therein in the past and before coming into force of this Agreement, are hereby superseded by this Agreement and no reference of such discussions or meetings or past correspondence will be entertained by either of the parties for interpreting the Agreement or otherwise.

**ARTICLE 26: AMENDMENT**

26.1 Any amendment to any of the Article of this Agreement will be sent in writing to the Seller by the Buyer. With mutual consent, if considered appropriate, the same shall be incorporated in the Agreement and shall become binding on the parties as such from the date of signing of the side letter to this Agreement.



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**ARTICLE 27: INDEMNITIES**

- 27.1 The delivery of Gas being a continuous process, once the Gas passes the Delivery Point, the Buyer shall be deemed to be in exclusive possession and control of the said Gas and shall be fully liable and responsible for its arrangements, appurtenances, use and properties. Accordingly, the Buyer covenants and agrees to fully protect, indemnify and hold the Seller, its employees, agents and successors and assignees harmless against any and all claims, demands, actions, suits, proceedings and judgments and any and all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection therewith which may be made or brought against the Seller whether by the Buyer, its employees, agents or successors and assignees or by third parties on account of damages or injury to property or person or loss of life resulting from or arising out of the installation, presence, maintenance or operation of the intake arrangements, appurtenances and properties of the Buyer or others relating to the possession and handling of any Gas supplied and further defend the Seller at Buyer's sole expense in any litigation involving the Seller.
- 27.2 Likewise before the point of delivery the Seller shall be in control and exclusive possession of Gas and shall be fully liable and responsible for its arrangements appurtenances and properties. Accordingly the Seller covenants and agrees to fully protect, indemnify and hold the Buyer, its employees, agents and successors and assignees harmless against any loss or damages and all claims, demands, actions, suits, proceedings and judgments and any and all liabilities, cost, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith which may be made or brought against the Buyer whether by the Seller, its employees, agents or successors and assignees or by third parties on account of damage or injury to property or person or loss of life resulting from or arising out of the installation, presence, maintenance or operation of the supply arrangements, appurtenances and properties and Gas metering station and the possession and handling of any Gas received and further defend the Buyer at Seller's sole expense in any litigation involving the Buyer.
- 27.3 The Seller shall be totally responsible for all insurance coverage relating to person, third party, the Gas supply etc. up to the Delivery Point. Likewise, the Buyer shall be responsible for the above from the Delivery Point of Gas and thereafter.

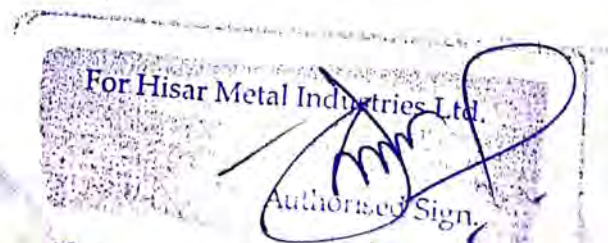
**ARTICLE 28: ADDRESSES OF PARTIES**

- 28.1 The addresses of the parties hereto unless changed by written communication to be given at least fifteen (15) days in advance by registered letter prior to proposed date of change, shall be as follows :-

**THE SELLER**

**HCG (KCE) Private Limited**

165-N, Model Town, Gurudwara Road,  
Hisar, District- Hisar, Haryana-125005



THE BUYER

Hisar Metal Industries Limited

Near Industrial Development Colony (IDC)

Hisar, Haryana - 125001

IN WITNESS WHEREOF, the parties hereto acting through their properly constituted representative have set their hands to cause this Agreement signed and executed for and on their behalf

FOR & ON BEHALF OF THE SELLER

SIGN



NAME: Varun Chaturvedi

DESIGNATION: VP Commercial & Marketing

FOR & ON BEHALF OF THE BUYER

SIGN

NAME: Karan Dev Tayaal

DESIGNATION: Director

WITNESS

SIGN

NAME: Vinod Kumar

DESIGNATION: Manager-Marketing

ADDRESS: 165 N. Gurudwara Road

Model Town, Hisar, Haryana - 125005

WITNESS

SIGN



NAME: INDIRA SINGH

DESIGNATION: Purchase officer

ADDRESS: 90c, Hisar metals  
B-9-11, Hisar



## ANNEXURE I

**DETAILS OF METERING SKID AND SECURITY DEPOSIT**

The security deposit for the Metering Skid compatible for the required gas flow, which consists of the cost of Metering Skid (GPMRS) and installation cost including labour cost, shall be as per the table below.

**A. Metering skid with RPD/ Turbine Meter connected with Steel Pipelines**

S. N.	Reference No.		Flow Rate (M <sup>3</sup> /Hr)		Flow rate in SCMH		Capacity @ 16Hrs operation for MRS selection based on the Gas demand (SCMD)		Security Deposit Amount (Rs. Lakh)	
	GPRMS No.	Gas Meter Type used	Min	Max	Min	Max	From	To	For single stream	For Double Stream
1	ST-1	G 16	0.25	25	1.25	125	750	1600	5.0	7.0
2	ST-2	G 25	0.4	40	2.0	200	1601	3200	6.5	8.5
3	ST-3	G 40	0.65	65	3.25	325	3201	5200	8.5	10.75
4	ST-4	G 65	1.0	100	5.0	500	5201	8000	9.75	12.5
5	ST-5	G 100	1.6	160	8.0	800	8001	12800	11.5	14.5
6	ST-6	G 160	2.5	250	12.5	1250	12801	20000	13.0	17.0
7	ST-7	G 250	4.0	400	20.0	2000	20001	32000	14.5	20.0
8	ST-8	G 400	6.5	650	32.5	3250	32001	52000	16.0	22.0

**B. Metering skid with Diaphragm Meter connected with MDPE Pipelines**

S. N.	Reference No.		Flow Rate (M <sup>3</sup> /Hr)		Flow rate in SCMH		Capacity @ 16Hrs operation for MRS selection based on the Gas demand (SCMD)		Security Deposit Amount (Rs. Lakh)
	GPRMS No.	Gas Meter Type used	Min	Max	Min	Max	From	To	For only single stream
1	PED-1	G-4	0.025	6	0.032	7.8	0.5	40	1.1
2	PED-2	G 6	0.04	10	0.052	13	41	120	1.3
3	PED-3	G 10	0.06	16	0.078	20.8	121	250	1.75
4	PED-4	G 16	0.1	25	0.15	37.5	251	480	2.10
5	PED-5	G 25	0.16	40	0.24	60	481	750	2.20



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## C. Metering skid with RPD meter connected with MDPE Pipelines

S. N.	Reference No.		Flow Rate(M <sup>3</sup> /Hr) @ 2 Kg/cm <sup>2</sup>		Flow rate in SCMH		Capacity @ 16Hrs operation for MRS selection based on the Gas demand (SCMD)		Security Deposit Amount (Rs. Lakh)	
	GPRMS No.	Gas Meter Type used	Min	Max	Min	Max	From	To	For single stream	For Double Stream
1	PE-1	G 16	0.25	25	0.75	75	451	750	4.0	6.0
2	PE-2	G 25	0.4	40	1.2	120	751	1200	4.3	6.5
3	PE-3	G 40	0.65	65	1.95	195	1201	1600	4.6	7.5
4	PE-4	G 65	1.0	100	3.0	300	1601	2400	5.0	8.0
5	PE-5	G 100	1.6	160	4.8	480	2401	4000	5.5	9.0
6	PE-6	G 160	2.5	250	7.5	750	4001	6400	6.8	10.5
7	PE-7	G 250	4.0	400	12.0	1200	6401	10000	9.0	14.0
8	PE-8	G 400	6.5	650	19.5	1950	10001	16000	11.0	16.0

## Note:

1. The gas requirement above 16000 SCMD shall necessarily be supplied through the Steel pipeline and the gas requirement up to 4000 SCMD shall be supplied through MDPE Pipeline provided the MDPE pipeline in the vicinity and Capacity in pipeline are available. However, the gas requirement from 4000 SCMD to 16000 SCMD may be considered through both the pipelines, i.e. either through Steel pipeline or through MDPE pipelines which shall be decided by Seller depending on the availability of pipelines in the vicinity of the Buyers plant, capacity available in the pipeline, the pressure of gas at that location, etc.
2. The Consideration of Metering Skid shall be based on the Pipeline connectivity (Steel/ MDPE), Operation criticality, Minimum Hourly Gas Flow requirement, gas demand range and no. of hours of operation of the industrial units. The capacity of the metering Skid shall be based on the Hourly Flow requirement, i.e. SCMH (Standard Cubic Meter per Hour) of the Unit and the selection of the skid shall be based on the hourly requirement of gas as well as minimum gas flow requirement for the customer, i.e. Gas flow requirement in SCMH.



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3. The above SD rates are indicative and arrived at notionally based on the present rates of the GPRMS. The Seller shall notify from time to time the Security Deposit for various denominations of meters and associated equipment / denominations after ascertaining the flow rate separately and depending on the notional cost from time to time, if the rates of GPRMS change considerably.
4. The above SD rates are based on the current cost of the Metering skid as on 01/03/2021 and shall apply till the revision of the SD rates by the Seller. For the future customers in coming years, the above rates shall have an annual increment of 5 % which shall be applied automatically and Seller shall convey the total value after adding the annual increment to the Buyer for depositing as Security deposit by the Buyer. However, if in future, variation in rates comes more than 5%, seller shall separately convey the actual cost of GPRMS along with the cost of installation including labour cost to the prospective Buyer. If the rate of GPRMS get reduced, then the notional value of the GMRMS as given in the above table at Annexure-I shall remain valid.
5. Wherever required, the Seller may specifically design the metering skid for the customer depending upon the requirement of Buyer, such as continuous / batch operation, no. of hours of operation, heating requirement, etc. and the Security Deposit for such Metering Skid shall be separately determined by the Seller and shall be communicated to the Buyer.
6. The capacity of the Metering skid in SCMD, as indicated above, has been determined taking care of the safety of the Flow Meter, criticality of operation, minimum flow rate, Flow speed and range for adequate accuracies of the meter.
7. If the dual stream Metering skid is considered necessary before the commencement of supply of gas by the Seller in place of single stream, the SD amount for the same shall be as per the SD amount required for double stream in place of single stream. However, for existing customers where another stream is required, the additional SD shall be determined as per the above table. In case marginal modification/ up gradation is required, the same shall be as per actual expenditure.
8. The decision of the Seller with respect to the selection of the type of Metering skid based on the gas requirement of the Buyer, its technical suitability, the pipeline and its specifications (Steel/ MDPE/ Cascade mode), associated equipment / instruments shall be final and binding upon the Buyer.
9. Fifty percent(50%) of the required Security deposit for the Metering Skid as selected and decided by the Seller based on the gas demand and minimum hourly gas Flow requirement of the Buyer shall be paid by the Buyer in the form as required in Clause no. 6.2 above at the time of Signing this Gas Supply Agreement (GSA) and remaining Fifty percent(50%) of the Security deposit for Metring Skid shall be paid by the Buyer sixty (60) days prior to the date of commencement of Gas supply in compliance to the Clause no. 6.2 mentioned above.



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## ANNEXURE- II

DAILY CONTRACTED QUANTITY**1. Daily Contractual Quantity of Gas(DCQ):**

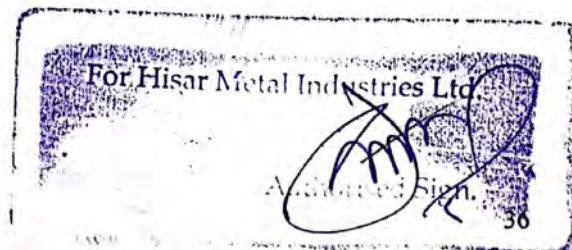
Subject to availability of natural gas to Seller, the Seller agrees to sell and deliver the natural gas to the Buyer at the aforesaid delivery point through its Metering Skid installed in the premises of Buyer or as may be specified by the Buyer from time to time. DCQ for a quarter shall be as per following schedule. The Buyer may specify the DCQ based on the number of hours of operation in a day and capacity of the its plant (limited to the existing meter capacity installed/ being installed) and other details as follows.

- a) Required Pressure range in KG/CM<sup>2</sup> : 2  
 b) Gas Flow requirement in SCM/H (Standard Cubic Meter per Hr)- 470  
 c) **Daily Contracted Quantity(DCQ)** in SCMD (Standard Cubic meter per Day)- **5000**

Sl. No.	Period	Daily Contracted Quantity (DCQ)	
		Volume (SCMD) @ 9300 Kcal/ SCM on GCV basis	Energy Equivalent in MMBTU /Day (1 MMBTU = 251995.8 Kcal, Say, 252000 Kcal) Hence, MMBTU/Day = (SCMD * 9300/252000)
1.	CY- 2024		
2.	CY- 2025		
3.	CY- 2026		
4.	CY- 2027		
5.	CY- 2028		

**2. Gas Supply Commencement Date:**

The Seller and Buyer agree that, subject to the fulfillment of the Conditions Precedent as stated in Article 3, supply of Natural Gas under this Agreement shall commence from the date \_\_\_\_\_ referred to as Gas Supply Commencement Date.

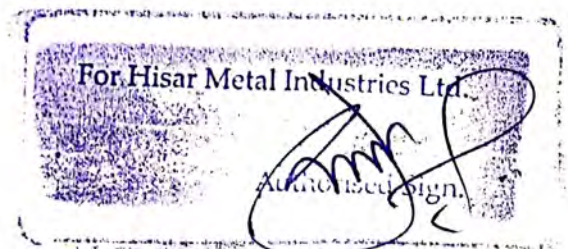


## ANNEXURE III

SPECIFICATION OF NATURAL GAS

The Natural Gas shall have the following limits of composition/ Specifications at the delivery point:

- |      |   |   |                                |
|------|---|---|--------------------------------|
| i)   | Methane   | : | Not less than 75% by volume.   |
| ii)  | Other Gaseous Hydrocarbons  | : | Not more than 20% by volume.   |
| iii) | Non-combustible gases other than Hydrocarbons including Nitrogen, Carbon-dioxide. | : | Not more than 8% by volume.    |
| iv)  | Total Sulphur content as H <sub>2</sub> S.  | : | 10 ppm vol. (Max).             |
| v)   | Moisture content  | : | No free water will be present. |



## ANNEXURE- IV

SCOPE OF WORK FOR SUPPLY OF GAS

The Scope and the Obligations are clearly defined at the Article 7. Summary of the same, but not limited to, are as follows:

Sl. no.	Particulars/ Activities	Installation/ Construction/ Responsibility	Cost for installation/ Construction	Ownership	Operation & maintenance
1	Primary Pipeline up to the customer premises	Seller	Seller	Seller	Seller
2	Primary Pipeline inside customer premises up to metering unit	Seller	Seller	Seller	Seller
3	Gas Pressure Regulation and Metering System (GPRMS)	Seller	Seller	Seller	Seller
4	Calibration of Gas Flow Meter (Article No. 7.1.6)	Seller	Seller	Seller	Seller
5	Permissions/ approvals/ NOC for private land lord or any Govt. body or authority for laying Pipeline (Article No. 7.2.5)	Buyer	Buyer	Buyer	Buyer
6	Secondary Pipeline after Metering Unit	Buyer	Buyer	Buyer	Buyer
7	Modification/ Conversion of Equipment/s of Buyer	Buyer	Buyer	Buyer	Buyer
8	Safety equipment/s to be kept near GPRMS (Article 7.2.6)	Buyer	Buyer	Buyer	Buyer
9	Safety equipment/s to be kept inside the premises near the utility point	Buyer	Buyer	Buyer	Buyer
10.	Ensuring and Maintaining Security of GPRMS	Buyer	Buyer	Buyer	Buyer
11.	Proper lighting and Cleanliness in and around GPRMS	Buyer	Buyer	Buyer	Buyer
12.	Providing Utilities Electricities for O&M, Safety and Security of GPRMS (Article No. 7.2.7)	Buyer	Buyer	Buyer	Buyer



For Hisar Metal Industries Ltd.

Authorised Sign. 38

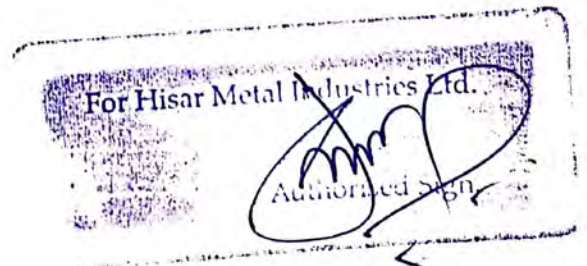
## ANNEXURE- V

PRICE SIDE LETTER

Price Side Letter containing the details of the Price of gas shall be separately signed between Seller and Buyer. Price mentioned in the Price Side letter shall vary and shall be fixed for the three categories of Industrial Customers such as Small, Medium and Large Industrial Customers as per Article 2 of this Agreement.

The Price Side Letter shall be the integral part of this Agreement.

Specimen of Price Side Letter is placed here below.



## Specimen of Price Side Letter

PRICE SIDE LETTER

Date: 27.11.2024

To

Hisar Metal Industries Ltd.  
Near Industrial Development Colony (IDC)  
Hisar, Haryana- 125001

**Sub: Price Side Letter dated 27.11.2024 to the Gas Sale Agreement dated 27.11.2024 between M/s HCG (KCE) Private Limited and Hisar Metal Industries Ltd.**

Dear Sir,

This Price side letter ("Price Side Letter") refers to the Gas Sale Agreement signed between M/s HCG (KCE) Private Limited (Seller) and Hisar Metal Industries Ltd. (Buyer) (Hereinafter referred to as the "Agreement") for supply of Gas to the Buyer's Facilities at **Near Industrial Development Colony (IDC) District- Hisar, Haryana- 125001**. In consideration of mutual covenants contained in the Agreement and pursuant to Article 14.1 of the Agreement, the Seller and Buyer hereby agree as follows:

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

The Price payable by the BUYER to the SELLER for supply of Natural Gas shall consist of (1) Basic Price; (2) Network Tariff & Transportation Charges; (3) Marketing Margin; (4) Taxes & Duties Charges; (5) Other Statutory taxes/charges (if applicable) as detailed below:-


**1) Selling Price:**

The Selling Price payable by the Buyer to the Seller under the Agreement shall be declared by the seller at the beginning of each quarter i.e. January, April, July and October. The price will be reviewed every quarter. The price can be reviewed in between a quarter if situation so warrants. The delivered Basic price of gas at the BUYER's delivery point in Rupees per SCM (at Wt. Average GCV@ 9300 Kcal/SCM (+/-) 5% and other charges incidental (if any).

The Selling price payable by the BUYER to the SELLER shall have the following components;

- (a) **Basic price** of Gas in Rupees / SCM
- (b) **Network Tariff:** For supply of gas in the defined Geographical Area
- (c) **Other Charges:** Other charges incidental, if any.
- (d) **Taxes and Duties :** The following provisions would be applicable for taxes and duties:
  - (i) The Buyer shall be liable to pay all taxes, duties, imposts, charges, VAT, cess or levies by whatever name called and levied by Governments Agency from time to time, with respect to the sale, supply transfer, transport, storage, treatment, handling or importation, as the case may be and as directly applicable to Gas Supply to the Buyer, of the gas.
  - (ii) Any taxes/ duties/ statutory levies for which the Buyer is liable under this clause or the Agreement but which may have been paid by the Seller shall be reimbursed by the Buyer



For Hisar Metal Industries Ltd  
  
 40

together with applicable interest as provided in the Agreement for the Payment Default Period, if any, within 15 days after written request by the Seller.

- (iii) Service Tax: Applicable as per the prevailing rate and shall be payable by the Buyer in addition to the prevailing local taxes in any.
- (iv) Sales Tax: Applicable as per the prevailing rate and shall be payable by the Buyer in addition to the prevailing local taxes in any.
- (v) The Buyer shall indemnify the Seller against any other such Taxes and Duties which the Seller as a result of any Law or change in Law; is or becomes obliged to pay directly or indirectly on sale, transfer, importation, or handling of Gas sold as per the terms of this Agreement or this Price Side Letter.

The selling price for the quarter from Quarter 3 consisting of all the above components is Rs. 39.20 per SCM (excluded VAT)

## 2) Change in Law

The provisions of Article 13.4 of Agreement shall apply to any changes in the AGREEMENT Price due to any Change in Law and nothing in this Letter shall be deemed to have any overriding effect on the provisions of Article 13.

## 3) Miscellaneous

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

Accepted and agreed as above.

**For & on behalf of Seller**

**M/s HCG (KCE) Private Limited**



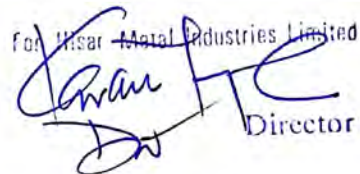
**Name: Varun Chaturvedi**

**Designation: VP (Commercial & Marketing)**

**(Authorized Signatory)**

**For & on behalf of Buyer**

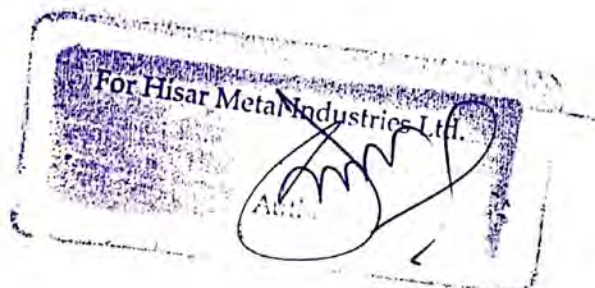
**M/s Hisar Metal Industries Ltd**



**Name: Karan Dev Tayal**

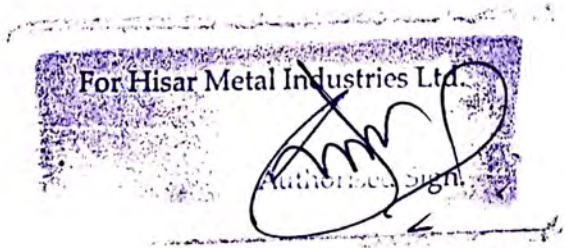
**Designation: Director**

**(Authorized Signatory)**

**AMENDMENT SIDE LETTER**

Amendment Side Letter containing the details of the amendment that are agreed between the parties after the mutual discussion and signed between Seller and Buyer. The Amendment Side Letter shall be the integral part of this Agreement.



## AMENDMENT SIDE LETTER

Date: 27.11.2024

To,  
M/s Hisar Metal Industries Ltd  
Near Industrial Development Colony (IDC)  
Hisar, Haryana - 125001

**Subject:** Side letter to Gas Sales Agreement dated 27.11.2024 between M/s HCG (KCE) Pvt. Ltd. ("Seller") and M/s Hisar Metal Industries Ltd ("Buyer")

Dear Sir,

This has reference to the Gas Sales Agreement Dated between M/s HCG (KCE) Pvt. Ltd. ("Seller") and M/s Hisar Metal Industries Ltd ("Buyer") for supply of 5100 SCM Quantity Daily in SCM (Standard Cubic Meter) unit of RLNG by the Seller to the Buyer's Facilities near Industrial Development Colony (IDC), Hisar, Haryana - 125001, hereinafter referred to as "Agreement".

Whereas the Agreement provides for the terms and conditions upon which the Buyer shall purchase and the Seller shall sell Gas.

*As per discussion and based on mutual agreement, the following amendment to the GSA is agreed to between the Parties and these terms and language set forth in this letter shall supersede and take precedence over any provisions contained within the Agreement.:*

**Point No. 1:**

*Buyer will start PNG with 1<sup>st</sup> Unit. After successfully commissioning of unit 1 than only buyer will convert their rest units however Gas Sales Agreement (GSA) will be signed on the daily contract quantity (DCQ) of 5100 SCMD. For unit 1, initially buyer will consume 1500 SCMD. Further, gas consumption will increase gradually on the basis of the conversion of other plants.*

**Point No. 2:**

*Buyer will be entitled as a large industry till the whole plant will be convert on PNG. Daily contract quantity (DCQ) will be assess on the 3 months consumption average after the conversion of complete plant.*

**Point No. 3:**

*Buyer will give written intimation to seller at least one day prior for any kind of activity with reference to the PNG consumption to avoid under drawl/over drawl on DCQ and accordingly over and under charges will not be applicable on the buyer.*



For Hisar Metal Industries Ltd.  
Sign.

A handwritten signature is written over a rectangular stamp that contains the text "For Hisar Metal Industries Ltd." and "Sign.".

**Point. 4:**

In case of **SUSPENSION AND TERMINATION** due to any reason as mentioned in Article 21, the Seller will refund the full amount of interest free security deposit to the buyer within 30 working days from the date of **SUSPENSION AND TERMINATION**. This supersedes article 21.11 and no security deposit will be forfeited irrespective of termination date.

**Point No. 5:**

Buyer will provide 30 days advance gas consumption security against PNG connection at the time of PNG supply. Initially, advance gas consumption security will be provided as per Unit 1 daily Contract Quantity (1500 SCMD) later gas security will be increase as per daily quantity.

**Point No. 6:**

Buyer will make payments against fortnight PNG invoices within 7 days of invoice generations.

**Point. 7:**

The seller shall provide the gas supply within 30 days from the date of security deposit, if seller unable to supply the gas within the above-mentioned time period, then the supplier will be liable to pay refund the security deposit amount within 5 Working days.

**Point No. 8:**

It shall be the obligation of the seller to procure at its own cost, the necessary permissions/ approvals, which may be required from the private landowners or any Government body or authority along with the Fit for Use Certificate from PNGRB approved Third party Inspectors/Auditors prior to the commissioning for the purpose of receiving and utilizing gas under this Agreement. Seller shall also be responsible for obtaining all easements or rights of way through any property of other owner for laying of pipeline for supply of Gas, if required.

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

Accepted and agreed as above

for Seller: HCG (KCE) Pvt Ltd



Name: Varun Chaturvedi

Designation: VP – (Commercial & Marketing)

Accepted and agreed as above

for Buyer: Hisar Metal Industries Ltd

for Hisar Metal Industries Limited

Name: Karan Dev Tayal Director

Designation: Director

In Presence of:

Name: Vinod Kumar

Designation: Manager - Marketing

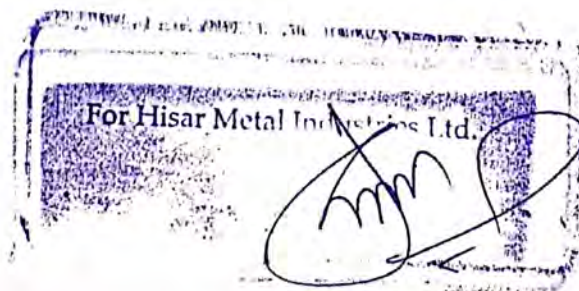
Sign:

In Presence of:

Name:INDER SINGH

Designation: purchase officer

Sign:



## Proof of Service

Court Clerk1 | Sagus Legal

**From:** Ankit Bhandari | Sagus Legal  
**Sent:** 13 February 2025 18:43  
**To:** rkhuranalegal@gmail.com; pulkit Kapoor099@gmail.com  
**Cc:** Anand Shrivastava | Sagus Legal; Ishita Jain | Sagus Legal  
**Subject:** Reply Respondent No.73 | Rakesh Kumar v UOI OA 582 of 2024  
**Attachments:** Reply R-73 I.E Hissar Metal Industries Limited....pdf

Dear All,

We are counsel for Respondent No.73 in the captioned matter. We serve upon you the Reply of Respondent No.73. Kindly acknowledge the same.

Please feel free to reach out to us if any clarifications/ further assistance is required in this regard.

Regards  
Ankit Bhandari



Ankit Bhandari  
Senior Associate

+91 9828530571 | 011 46552925  
ankit.bhandari@saguslegal.com | www.saguslegal.com

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GURUGRAM I-46, Emaar Emerald Hills, Sector 65, Gurugram-122018



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