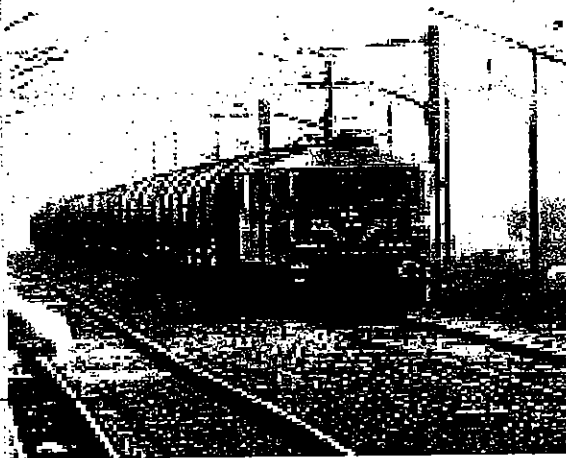




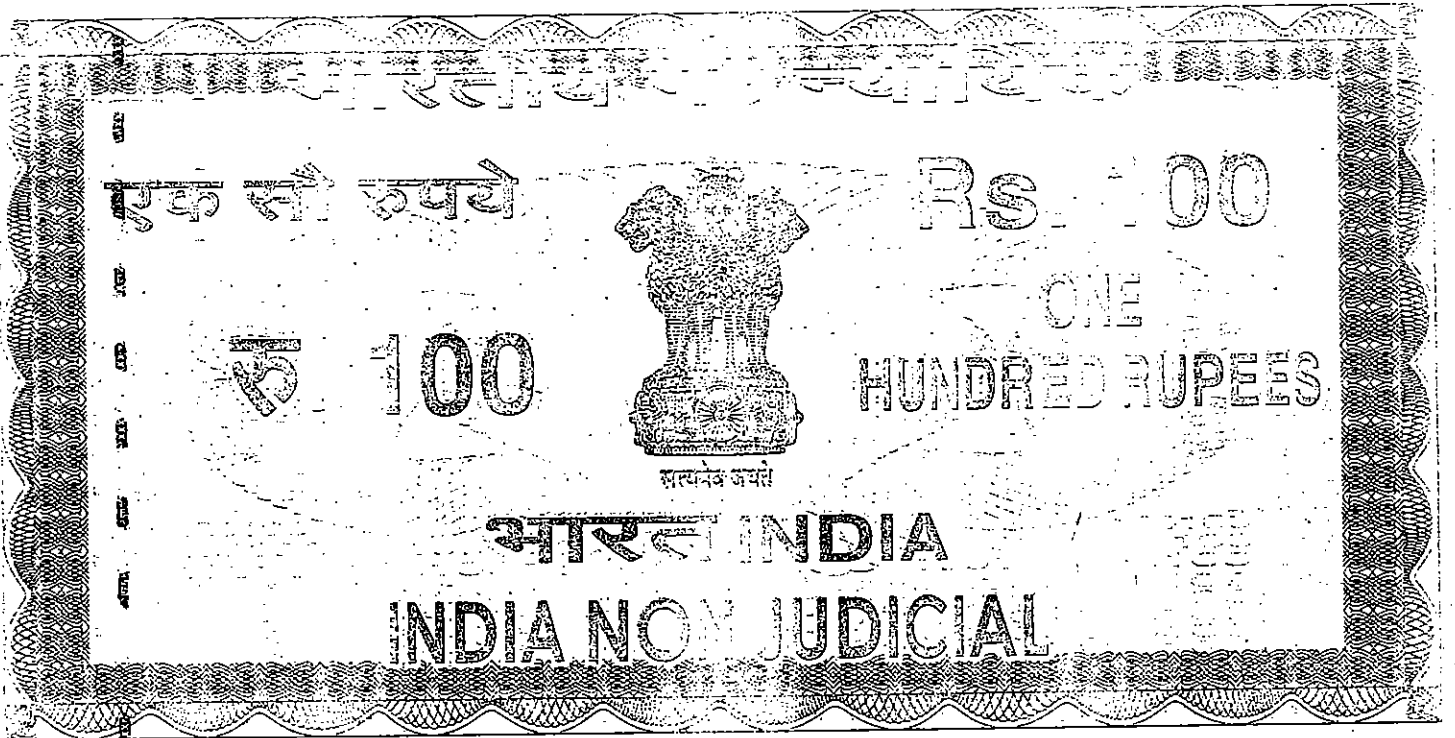
**BHARUCH DABEL
RAILWAY COMPANY LTD.**

2011

PARTICIPATION AGREEMENT II



6/5/2011



दिल्ली DELHI

PARTICIPATION AGREEMENT-II

N 948771

THIS AGREEMENT is made at Gandhinagar on the 6th day of May 2011 by and

BETWEEN

Rail Vikas Nigam Limited, a company incorporated under provisions of The Companies Act, 1956, having its registered office at August Kranti Bhawan, Bhikaji Cama Place, New Delhi - 110066, India (hereinafter referred to as "RVNL" which expression shall, unless excluded by or repugnant to or inconsistent with the context, mean and include the successors-in-office and assigns) on the ONE PART;

AND

Gujarat Maritime Board, a public sector undertaking under Government of Gujarat, having its registered office at Sector 10-A, opposite Air Force Station, Gandhinagar-382010, Gujarat, India (hereinafter referred to as "GMB" which expression shall, unless repugnant to or inconsistent with the context, mean and include the successors and permitted assigns) on the SECOND PART;

Rad may by *[Signature]* *Ret. [Signature]* by *[Signature]* *[Signature]*

AND

Adani Petronet (Dahej) Port Private Limited, a company incorporated under provisions of the Companies Act, 1956 having its registered office at Adani House, Shrimali Society, Mithakhali 6 Roads, Navrangpura, Ahmedabad-380009, Gujarat, India (hereinafter referred to as "APDPPL" which expression shall, unless repugnant to or inconsistent with the context, mean and include the successors and permitted assigns) on the THIRD PART;

AND

Gujarat Narmada Valley Fertilizers Company Limited, a company incorporated under provisions of the Companies Act, 1956, having its registered office at P.O. Narmadanagar - 392015, District Bharuch, Gujarat, India (hereinafter referred to as "GNFC", which expression shall, unless repugnant to or inconsistent with the context, mean and include the successors in business and permitted assigns) on the FOURTH PART;

AND

Dahej SEZ Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at GIDC, Udyog Bhawan, Gandhinagar, Gujarat, India (hereinafter referred to as "DSL", which expression shall, unless repugnant to or inconsistent with the context, mean and include the successors in business and permitted assigns) on the FIFTH PART;

AND

Hindalco Industries Ltd - Unit Birla Copper, a company incorporated under the Companies Act, 1956, whose registered office is at Century Bhavan, 3rd floor, Dr. Annie Besant Road, Worli, Mumbai -400030 (hereinafter referred to as "HIL", which

RA *by* *[Signature]* *let.* *[Signature]* *[Signature]* *[Signature]*

expression shall, unless the context requires otherwise include its successors in interest and permitted assigns) on the SIXTH PART;

AND

Jindal Rail Infrastructure Ltd. a company incorporated under the Companies Act, 1956, whose registered office is at 28, Shivaji Marg, New Delhi-110015, India (hereinafter referred to as "JRIL", which expression shall, unless the context requires otherwise include its successors in interest and permitted assigns) on the SEVENTH PART;

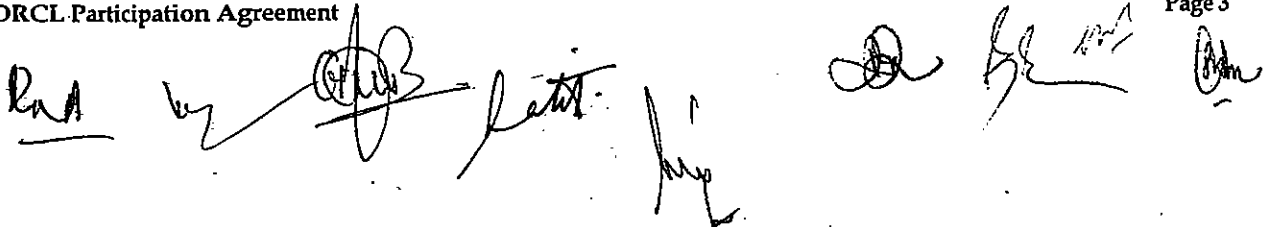
(Each of RVNL, GMB, APDPPL, GNFC DSL, HIL and JRIL being individually referred to as a "Shareholder" and jointly as the "Shareholders")

AND

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION a Government of Gujarat Undertaking, incorporated under the Gujarat Industrial Development Act, 1962 having office at Udyog Bhawan, Block No.- 4, 2nd Floor, Sector No.-11, Gandhinagar-382017, Gujarat, India (hereinafter referred as "GIDC" or as "New Investor" which expression shall, unless the context requires otherwise include its successors in interest and permitted assigns) on the EIGHTH PART;

AND

BHARUCH DAHEJ RAILWAY COMPANY LIMITED, a public limited company incorporated under the Companies Act 1956, and having its registered office at August Kranti Bhawan, Bhikaji Cama Place, New Delhi - 110066, India, hereinafter referred to as "BDRCL" or "the Company", which expression shall, unless the context requires otherwise, include its successors in interest and permitted assigns) on the NINTH PART.



(Each of RVNL, GMB, APDPPL, GNFC, DSL, HIL, JRIL, GIDC and BDRCL being individually referred to as a "Party" and jointly as the "Parties")

WHEREAS:

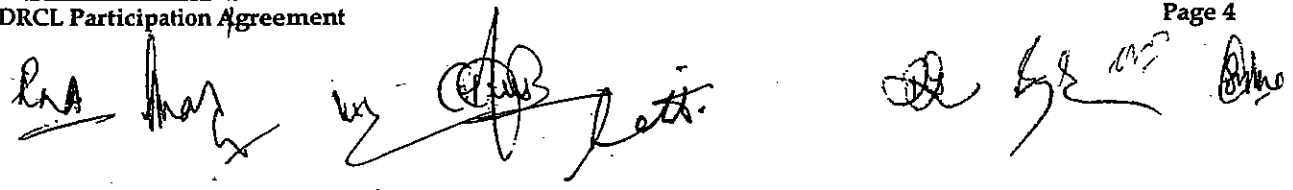
- (A) This Agreement is supplemental to the Shareholders Agreement dated 12th day of January, 2007 (the "Shareholders Agreement") and Participation Agreement dated 16th day of June, 2008 executed between the Shareholders and the Company.
- (B) The New Investor has agreed, in his Acceptance, to become a party to the Shareholders Agreement and the Shareholders and the New Investor have agreed to amend the Shareholders Agreement to the extent set out in this Agreement to take account of the New Investor's acquisition of Shares in the Company.

IT IS MUTUALLY AGREED as follows:

1. Definitions

1.1 In this Agreement, the following expressions have the following meanings:

"Acceptance" means, in relation to the New Investors, their acceptance of the terms and conditions under which such New Investors are being accepted to participate in the project ("the New Investor Terms");



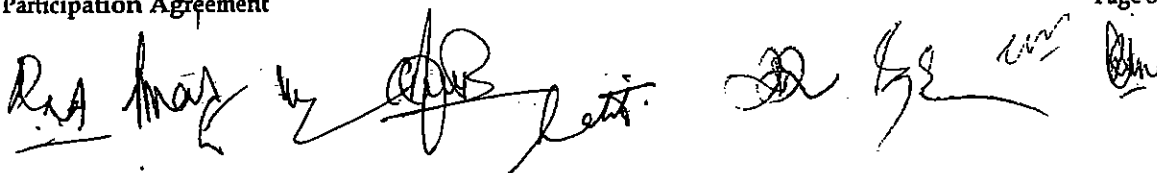
"Shareholders Agreement" and "Participation Agreement" has the meaning given in Recital (A).

1.2 Unless otherwise defined in this Agreement, all other terms used in this Agreement shall bear the same meanings given in the Shareholders Agreement. References in this Agreement to Clauses, Parties and Appendices are to Clauses of and parties and appendices to Shareholders Agreement and Participation Agreement.

2. Warranties

The New Investor hereby represents and warrants with each of the Shareholders and with the Company that:

- (a) It is an Undertaking of the Government of Gujarat duly organized and validly existing under the Gujarat Industrial Development Act, 1962.
- (b) It has the power to enter into and perform and has taken all necessary actions to be duly authorized to enter into this Agreement and the transactions contemplated by this Agreement, the Shareholders Agreement;
- (c) It has obtained all necessary consents/approvals in connection with the entry into, and performance of, its obligations under this Agreement, the Shareholders Agreement;
- (d) Its entry into, and performance of, this Agreement, the Shareholders Agreement will not violate or conflict with, or exceed any limit imposed by:
 - (i) Any law or regulation which it is subject to;

The bottom of the page features several handwritten signatures and initials. From left to right, there is a signature that appears to be 'R.A. Mas', followed by a signature that looks like 'R.A. Mas' with a checkmark, then a signature that is partially obscured and appears to be 'R.A. Mas', and finally a signature that is partially obscured and appears to be 'R.A. Mas'. There are also some initials and marks scattered around these signatures.

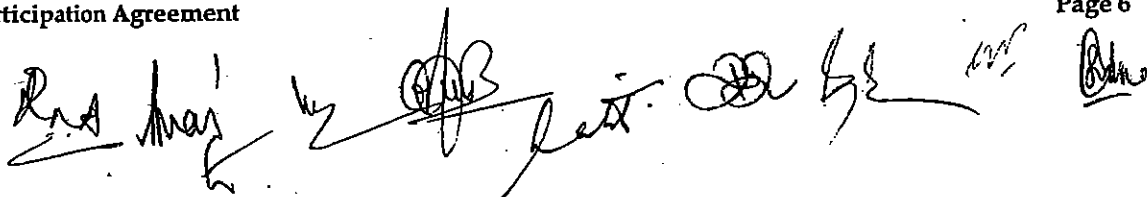
- (ii) It's Memorandum and Articles of Association or other applicable constitutional documents; or
 - (iii) Any other agreement, instrument or undertaking binding on it.
- (e) The information with respect to itself set out in Appendix 1 is true and accurate in all material respects;
- (f) In the conduct of its business prior to the date of this Agreement, it has complied with all applicable laws, rules and regulations applicable to the conduct of its business;
- (g) The New Investor's obligations under this Agreement and the New Investor's obligations under the Shareholders Agreement once it becomes a party thereto, are validly binding and enforceable;
- (h) Neither it nor its affiliates, have any conflict of interest with the Business of the company.

3. Issue of Shares to the New Investor

The New Investor has agreed to subscribe to 1 crore equity shares of the face value of Rs. 10/- each. It is agreed that the New Investor shall make contribution towards share subscription in accordance with the provisions contained in the Shareholders Agreement.

4. Novation of and amendments to the Shareholders Agreement

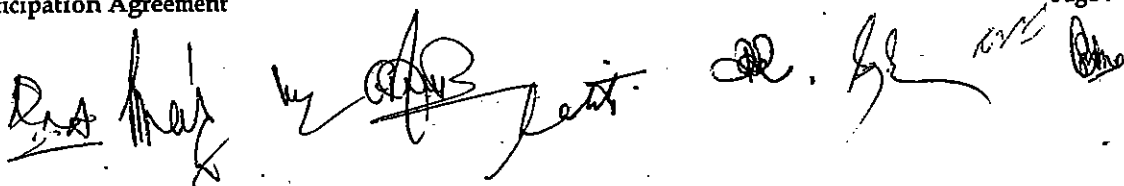
Each of the parties hereby agrees with each of the others that, upon subscription of equity shares of the Company in accordance with Article 3 above:



- a) Except as hereinafter provided, the New Investor shall enjoy all of the rights except Article 6 of the Shareholders Agreement and assume all of the obligations of a Shareholder pursuant to the Shareholders Agreement and fully abide by the provisions of the Shareholders Agreement as if that New Investor had been named in the Shareholders Agreement as Shareholder, and the Shareholders Agreement shall be construed accordingly;
- b) The Parties agree that the New Investor shall not have the right to nominate Representative Director(s) on the Board of the Company and the provisions of Article 6 of the Shareholders Agreement shall be construed accordingly.
- c) Each Party confirms that all other terms of the Shareholders Agreement dated 12th January, 2007 and its amendments through Participation Agreement dated 16th June, 2008 shall remain in full force and effect except as to be amended pursuant to this Agreement; and
- d) The following provisions of the Shareholders Agreement, including Article 25 (Notices) shall stand amended in the following manner:

I. Article 3.3.1 shall stand amended as under:

Subject to the terms of this Agreement & the Shareholders Agreement & Participation Agreement, the total authorized equity share capital of the Company is Rs 125 Crore divided into 125 Crore equity shares of the face value of Rs 10 each. The parties and/or their affiliates herein have agreed together to subscribe 9.5 Crore equity shares for an aggregate amount of Rs 95 Crore and there still exists an Equity gap of Rs. 30 Crore explained in the amended Article 3.3.2 appended below.

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Party's name	No. of shares Rs. 10 each (crore)	Subscription amount (Rs. crore)	Post Subscription Shareholding along with the holdings of their assigns (% age)
RVNL	2.5	25	26.3%
DSL	1.0	10	10.5%
GMB	1.0	10	10.5%
APDPPL	1.0	10	10.5%
GNFC	1.0	10	10.5%
HIL	1.0	10	10.5%
JRIL	1.0	10	10.5%
GIDC	1.0	10	10.5%
Total Proposed Paid-up Capital	9.5	95	100.0%

II. Article 3.3.2 shall stand modified as under:

The equity gap of Rs. 30 Crore as mentioned above in para 3.3.1 have been earlier offered to the existing shareholders/equity partners to the Participation Agreement dated 16.06.2008 in proportion to their existing shareholding pursuant to the relevant provisions of pre-emptive rights mentioned in Shareholders and Share Subscription Agreement dated 12.01.2007. But if there is still an Equity gap, the Company shall explore the possibility of inducting Third Party Investor(s) who shall invest in the business of the Company and subscribe to the Shares of the Company.

Das *Chak* *Part.* *Q* *SL* *11/27* *Chak*

III. After the address of JRIL in Article 25 as amended by the Participation Agreement, following entry shall be inserted:

To GIDC at:

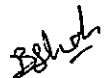

Managing Director,
Gujarat Industrial Development Corporation,
(A Govt. of Gujarat Undertaking)
Udyog Bhawan, Block No.- 4,
2nd Floor, Sector No.-11,
Gandhinagar- 382017


IV. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

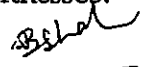

AGREED AS ABOVE and IN WITNESS WHEREOF the undersigned have caused this Agreement to be duly executed and delivered on the date first above written.

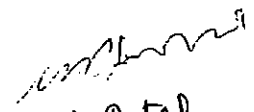
Witnesses:

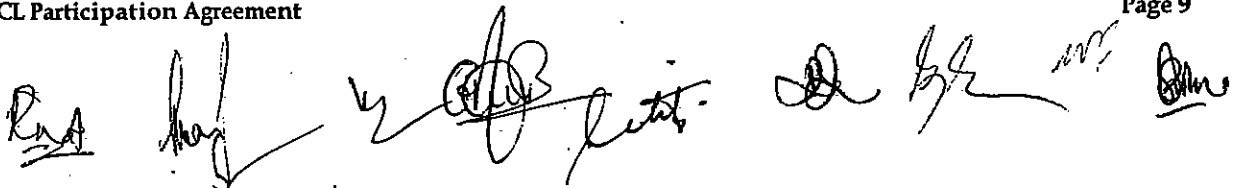
1. 
2. 


Signed by Shri R. N. Kalita
for & on behalf of Rail Vikas Nigam Limited

Witnesses:

1. 
2. 


Signed by Shri C. N. Patel
for & on behalf of Gujarat Maritime Board



Witnesses:

1. Bshah
2. [Signature]

Signed by Shri Yogendra Sharma
for & on behalf of Adani Petronet (Dahej) Port Pvt. Ltd

Witnesses:

1. Bshah
2. [Signature]

Signed by Shri R. B. Pandhal
for & on behalf of Gujarat Narmada Valley Fertilizers Company Ltd

Witnesses:

1. Bshah
2. [Signature]

Signed by Shri R. J. Shah
for and on behalf of Dahej SEZ Limited

Witnesses:

1. Bshah
2. [Signature]

Signed by Shri S. D. Sharma
for and on behalf of Hindalco Industries Limited

Witnesses:

1. Bshah
2. [Signature]

Signed by Shri R. Agar (C RAVINDRA NATH AGA)
for and on behalf of Jindal Rail Infrastructure Limited

Witnesses:

1. Bshah
2. [Signature]

Signed by Shri B. B. Goo
for and on behalf of Gujarat Industrial Development Corporation

Witnesses:

1. Bshah
2. [Signature]

Signed by Shri V. N. Mathur
for and on behalf of Bharuch Dahej Railway Company Limited

[Signature]

APPENDIX - 1

Information Pertaining to Shareholders

Name of Company	Date of Incorporation	Company Identification Number
Rail Vikas Nigam Limited	24-01-2003	U74999DL2003GOI118633
Gujarat Maritime Board	05-04-1982	Established under GMB Act
Adani Petronet (Dahej) Port Private Limited	28-01-2003	U63012GJ2003PTC041919
Gujarat Narmada Valley Fertilizers Company Limited	10-05-1976	L24110GJ1976PLC002903
Dahej SEZ Limited	21-09-2004	U45209GJ2004PLC044779
Hindalco Industries Ltd - Unit Birla Copper	15-12-1958	L27020MH1958PLC011238
Jindal Rail Infrastructure Ltd	25-05-2007	U45400DL2007PLC163946
Gujarat Industrial Development Corporation	09-08-1962	Established under Gujarat Industrial Development Act, 1962

[Handwritten signatures and initials]