



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम – महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking - A Maharatna Company)

पंजीकृत कार्यालय:

गेल भवन

16 भीकाएजी कामा प्लेस, आर.के. पुरम
नई दिल्ली-110066, इंडिया

Regd. Office:

GAIL BHAWAN

16 BHIKAJI CAMA PLACE, R.K. PURAM
NEW DELHI-110066, INDIA

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ई-मेल/Email: info@gail.co.in

ND/GAIL/SECTT/2025

August 08, 2025

1. Listing Compliance

National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1,
G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400051
Scrip Code: GAIL-EQ

2. Listing Compliance

BSE Limited,
Floor 1, Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400001
Scrip Code: 532155

Subject: Disclosure of event or information under Regulation 30 of SEBI LODR Regulations, 2015

Dear Sir/ Madam,

Please find below disclosure pertaining to event or information as stipulated in Regulation 30 of SEBI (LODR) Regulations, 2015:

Execution of Share Subscription cum Shareholders Agreement for equity participation in M/s Leafiniti Bioenergy Private Limited on 11.08.2025 subject to satisfactory completion of Condition Precedents and DIPAM approval		
a	Name(s) of parties with whom the agreement is entered	M/s TruAlt Bioenergy Limited (TBL) and GAIL (India) Limited (GAIL) as Shareholders and Leafiniti Bioenergy Private Limited (LBPL) as Company.
b	Purpose of entering into the agreement	<ul style="list-style-type: none">Equity participation of 49% in LBPL by GAIL.Setting up of new Compressed Bio Gas (CBG) projects through LBPL.
c	Shareholding, if any, in the entity with whom the agreement is executed	Currently, LBPL is a wholly owned subsidiary of TBL. Once GAIL subscribes to equity shares in LBPL for equity acquisition / new projects upon satisfactory completion of Condition Precedents and DIPAM approval, the ultimate shareholding pattern of LBPL would be :- TBL:GAIL - 51%:49%

d	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<ul style="list-style-type: none"> • LBPL Board shall comprise of 4 Directors, out of which 2 Directors shall be nominated by GAIL and 2 Directors by TBL. • LBPL’s Board Chairman shall be nominated by GAIL / TBL by rotation in every three years without casting vote. The first Chairman of the Board shall be nominated by GAIL. • Chief Executive Officer (CEO) & Chief Financial Officer (CFO) shall be nominees of LBPL and GAIL respectively. • GAIL shall have the first right to participate in fresh issuance of shares in proportion to its shareholding. • GAIL has affirmative voting rights with respect to any change in the share capital structure of LBPL • GAIL shall have the Right of First Refusal on the sale of equity shares, in whole or in part, to third party by TBL. • In addition, GAIL shall have the right to Tag Along with the sale of equity by TBL. • Lock-in period of 5 years from the Closing Date or 3 years from the commissioning of 6th CBG project, whichever is earlier.
e	Whether, the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship.	No
f	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	No
g	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Shares shall be issued to GAIL at the time of infusion of equity in LBPL.
h	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of such agreements, etc.	Both TBL and GAIL shall have the right to nominate 2 Directors each in LBPL.

i	In case of termination or amendment of agreement, Company shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof	Not Applicable
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This disclosure is in compliance of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Thanking you,

Yours faithfully,

Sd/-

(Mahesh Kumar Agarwal)

Company Secretary