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*Gas Sale and
Purchase
Agreement*
Essar Exploration
& Production India
Limited

14 March 2023

Draft

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1. Master Sales-Purchase Agreement

1.1 Gas Sales-Purchase Agreement

This Agreement for the sale and purchase of Natural Gas ("Agreement") is executed and dated [] ("Execution Date"),

BETWEEN:

ESSAR EXPLORATION & PRODUCTION INDIA LIMITED (EEPIL), a company validly organised and existing under the Companies Act, 1956 with its registered office at 9th Floor, Essar House, 11, K.K. Marg, Mahalaxmi, Mumbai- 400034. (hereinafter called " Seller" which expression shall include its successors or permitted assigns) of the one part.

AND

[Buyer], a company validly organised and incorporated under The Companies Act 1956, with its registered office at []. (hereinafter called "Buyer" which expression shall include its successors, legal representatives or permitted assigns) of the other part

Whereas:

- 1) Seller desires to supply Gas to Buyer and Buyer wishes to purchase Gas from Seller, in a commingled stream to the extent of agreed in the quantities and in accordance with the Gas Sales Agreement ('GSA').
- 2) Buyer is in the business of xxx and desires to purchase Gas from Sellers at ex-dahej as Delivery Point for fulfilling its feedstock and fuel requirements.

2. Definitions

2.1 Interpretation

- 1) Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa, and a reference to any gender shall include a reference to all other genders.
- 2) Unless the context otherwise requires, a reference to any Clause or Annexure shall be a reference to the clause of or annexure to this Agreement.
- 3) The headings of the Clauses in this Agreement are inserted for convenience of reference only and shall not affect the meaning of construction of this Agreement.
- 4) A reference to a volume of Gas is a reference to the volume at Standard Pressure and Standard Temperature.
- 5) Any reference to a document (including this Agreement) or law shall be deemed a reference to such document or law as it may be amended, supplemented, revised or modified from time to time;
- 6) Any reference to a time of day refers to Indian Standard Time;
- 7) Any reference to any Person shall be deemed a reference to such Person's successors and permitted assigns;
- 8) The terms and provisions of this Agreement, and the respective rights and obligations of the Parties under this Agreement, shall be binding upon, and inure to the benefit of, their respective successors and permitted assigns.
- 9) "Year" "Month" and "Day" wherever used in this Agreement imply that of English calendar.
- 10) Any reference to Gas under this Agreement shall be on GCV unless and otherwise specified contract.

2.2 Definitions

- 1) Adjusted Annual Contract Quantity

The "Adjusted Annual Contract Quantity" means, for any Contract Year, the summation of the applicable Adjusted Monthly Contract Quantities for each Contract Month in such Contract Year.

2) Adjusted Monthly Contract Quantity

The "Adjusted Monthly Contract Quantity" means the Monthly Contract Quantity minus the sum of the following quantities for each Day during such Contract Month (but without double counting any of the following quantities):

- a) Any quantity of Gas up to the DCQ that Buyer would have purchased but was prevented from purchasing by reason of Force majeure Clause [24]; plus
- b) Any quantity of Gas up to the DCQ that was nominated by Buyer for receipt, but that Seller failed to make available for delivery of nominated quantity; plus
- c) Any quantity of Gas up to the DCQ that Buyer would have purchased but which Buyer rejected in accordance with Clause [14] because it failed to meet the Specifications; plus
- d) Any quantity of Gas by which a Party nominated or scheduled less than DCQ for each Planned Maintenance Day pursuant to Clause [7.6].

3) Affected Party

Any event or circumstance or combination of events or circumstances mentioned in Clause [24] that affects the performance of a Party, such Party is called as the "Affected Party".

4) Affiliate

"Affiliate" from time to time means any company

- a) which is directly or indirectly controlled by a Party,
- b) which, directly or indirectly, controls a Party or
- c) which is, directly or indirectly, controlled by a company which also, directly or indirectly, controls a Party.

For the purposes of this definition, "control" means the right to cast more than fifty percent (50%) of the votes exercisable at an annual general meeting of such party (or its equivalent) or ownership of more than fifty percent (50%) of the equity share capital or other ownership interests in such entity, or the right to direct the policies or operations of such entity.

5) Agreement

"Agreement" means this Agreement as may be amended from time to time, including the Recitals and Annexures.

6) Allocated Quantity

"Allocated Quantity" means the quantity Gas in MMBTU delivered under this Agreement by Sellers to Buyer at the Delivery Point on a Day as determined in accordance with the measurement and allocation procedures of this Agreement.

7) Annual Deficiency Payment

If, in any Contract Year, there is an Annual Deficiency Quantity, Buyer shall pay Sellers an amount ("Annual Deficiency Payment") equal to the Sales-Purchase Price during such Contract Year multiplied by the applicable Annual Deficiency Quantity for such Contract Year. Payments of the Annual Deficiency Payment pursuant to this Clause [9.2 (3)] shall be a prepayment subject to make up or refund under the conditions set out in Clause [11].

8) Annual Deficiency Quantity

The "Annual Deficiency Quantity" means, as to each Contract Year, the difference, if positive, between

- a) the Annual Take Obligation applicable in such Contract Year and

b) the quantity of Gas actually taken by Buyer in such Contract Year (calculated as the aggregate of the Allocated Quantity for that Contract Year).

9) Annual Take Obligation

Buyer shall take a quantity of Gas in each Contract Year equal to eighty percent (80%) of the Adjusted Annual Contract Quantity ("Annual Take Obligation"), or Buyer shall be responsible for the payment of the Annual Deficiency Payment pursuant to Clause [9.2 (3)].

10) Arbitration Act

"Arbitration Act" means the Arbitration and Conciliation Act 1996.

11) Bar

"Bar" shall have the meaning as defined in ISO 1000:1981(E), and "Bar g" means Bar gauge.

12) BTU

"BTU or British Thermal means "the quantity of heat required to raise the temperature of one Unit" (1 pound of pure water from fifty-nine degrees Fahrenheit (60 degrees F) to sixty degrees Fahrenheit (60 degrees F) at an absolute pressure of fourteen point six nine six (14.696) pounds per square inch".

13) Business Day

"Business Day" means any day other than a Sunday or a day declared to be a public holiday under the provisions of the Negotiable Instruments Act, 1881, as applicable in Mumbai.

14) Buyer

The term "Buyer" shall mean xxx with its registered office at xxx, and shall be deemed to include their successors and / or assignees and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.

15) Buyer's Facilities

"Buyer's Facilities" means all plant, machinery, pipelines and other equipment from the Delivery Point onwards, necessary to take and accept delivery of Gas under this Agreement.

16) Confidentiality

"Confidentiality" has the meaning given in Clause [26].

17) Consequential Loss

"Consequential Loss" means all consequential loss or damage caused indirectly, including loss of actual savings, anticipated savings or either or both of these, loss of anticipated profit, revenue or either or both of these, loss of use, loss of agreement, loss or deferment of profit, income, production or sale, loss of opportunity, business interruption or increased cost of working or either of both of these, any indirect, special or consequential loss or damage or any or all of these howsoever caused, including by the negligence or breach of duty (statutory, contractual or otherwise) of the Parties or by any other tortious act or omission or breach of contract by the Parties (arising out of or in connection with this Agreement and whether or not foreseeable).

18) Contract Month

"Contract Month" means the period commencing at 06:00 hours on the first day of a month and ending at 06:00 hours on the first day of the following month, except the first Contract Month shall commence at 06:00 hours on the Start Date and end at 06:00 hours on the first day of the following month, and the last Contract Month shall end on the date of expiration or termination of this Agreement.

19) Contract Period

"Contract Period" means the period from the Start Date through the End Date, inclusive, or until earlier termination or expiration in accordance with this Agreement.

20) Contract Year

"Contract Year" means the period commencing at 06:00 hours on the first day of April of one year and ending at 06:00 hours on the first day of April of the following year, except the first Contract Year shall commence at 06:00 hours on the Start Date and end at 06:00 hours on the following first day of April, and the last Contract Year shall end on the date of expiration or termination of this Agreement.

21) Daily Gas Price

"Daily Gas Price" means the daily gas price to be charged for overdrawl of gas under this agreement.

22) Daily Contract Quantity (DCQ)

"Daily Contract Quantity" or "DCQ" of Gas, means the quantity of Gas in MMBTU per Day specified in Clause [4].

23) Daily Nomination Quantity

"Daily Nomination Quantity" has the meaning given in Clause [7.3].

In the absence of weekly nomination, the last available Daily Nomination Quantity shall apply for each Day of the following week.

24) Day

"Day" means a period of twenty-four (24) consecutive hours beginning at 06:00 hours on a day and ending at 06:00 hours on the following day and "Daily" shall be construed accordingly.

25) Delivery Point

"Delivery Point" means the outlet flange of Ex-Terminal located at Dahej.

26) Dispute

Any dispute, controversy, difference or claim arising out of or relating to this Agreement or the breach, termination or validity thereof (a "Dispute"), shall at the first instance be mutually discussed for resolution between the Parties within a period of thirty (30) days after giving notice by one Party to the other Party.

27) Due Date

"Due Date" has the meaning given in Clause [18 (2)].

28) End Date

"End Date" means 31-03-2024.

29) Force Majeure

"Force Majeure" has the meaning given in Clause [24].

30) Fortnight

"Fortnight" means:

- a) a period commencing on the first (1st) Day of a month and ending on the fifteenth (15th) Day of such month; and
- b) a period commencing from the sixteenth (16th) Day of the month and ending on the last Day of such month;

provided, however, that the first Fortnight shall begin on the Start Date and the last Fortnight shall end on the date of expiry or termination of this Agreement; provided further that the term "Fortnightly" shall have a corresponding meaning.

31) Gas Price

"Gas Price" has the meaning given in clause [6].

32) Gross Heating Value (Volumetric)

"GHV or Gross Heating Value" Shall mean the quantity of heat, expressed and measured in Kcal or Value" MMBTU, produced by the complete combustion at constant pressure of one (1) Standard Cubic meter of anhydrous Gas, with the air at the same temperature and pressure as the Gas, after cooling the products of the combustion to the initial temperature and condensation of the water formed by combustion.

33) Government Agency

"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 the GOI and/or the State Government(s) or any political subdivision of either of them owned or controlled by the GOI and/or the State Government(s) or any of their subdivisions.

34) INR

"INR" means Indian Rupees

35) Law

"Law" means any act, statute, notification, bylaw, rule, regulation, directive, ordinance, order, judgement, decree, administrative order or instruction having the force of law enacted or issued by any Relevant Authority.

36) Letter of Credit

"Letter of Credit" has the meaning given in Clause [18 (5)].

37) Make Up Gas

"Make Up Gas" means the quantity of Gas equal to any Annual Deficiency Quantity for which Buyer has paid an Annual Deficiency Payment (including by way of any credit for Monthly Deficiency Payments) shall constitute accrued during such Contract Year.

38) Measured Quantity

"Measured Quantity" in respect of a Day means the quantity of Gas in MMBTU delivered by Sellers at the Delivery Point in total on such Day to all offtakes, as determined in accordance with Clause [13].

39) MMBTU

MMBTU means million BTU.

40) Monthly Contract Quantity

"Monthly Contract Quantity" means, for each Contract Month, the quantity of Gas equal to the summation of the DCQ in effect on each Day in the Contract Month.

41) Monthly Deficiency Payments

The "Monthly Deficiency Quantity" means, as to any Contract Month, the difference, if positive, between

- a) Eighty percent (80%) of the Adjusted Monthly Contract Quantity in such Contract Month and
- b) the quantity of Gas actually taken by Buyer (calculated as the summation of the Allocated Quantity on each Day of the applicable Contract Month) in such Contract Month. If, in any Contract Month, there is a Monthly Deficiency Quantity, Buyer shall pay Seller an amount ("Monthly Deficiency Payment") equal to the Price applicable for second fortnight of that month multiplied by the applicable Monthly Deficiency Quantity for such Contract Month.

42) Monthly Deficiency Quantity

" Monthly Deficiency Quantity" has the meaning given in Clause [9.1 (3)].

43) Natural Gas

"Natural Gas or Gas" means wet natural gas, dry natural gas, all other gaseous hydrocarbons, and all substances contained therein (mainly methane, other hydrocarbons and non-combustible gases in a gaseous state and small quantities of sulphur, carbon dioxide and nitrogen but excluding extraction of helium), which are produced from oil or natural gas wells, excluding those condensed or extracted liquid hydrocarbons that are liquid at normal temperature and pressure conditions, and including the residue gas remaining after the condensation or extraction of liquid hydrocarbons from the gas.

44) Normal Cubic Meter or Nm³ of Natural Gas

"Normal Cubic Meter or Nm³ of Natural Gas " means the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of 15.56°C (fifteen decimal five six degrees Celsius) under an absolute pressure of 1.01325 Bar (one decimal zero one three two five Bar).

45) Overdrawl

"Overdrawl" has the meaning in Clause [10].

46) Payment Statement

"Payment Statement" has the meaning given in Clause [18 (2)].

47) Party

"Parties" means the parties to this Agreement and their successors and permitted assigns and "Party" means any one of them.

48) Person

"Associated Persons" means, with respect to any Party, any Affiliate, any director, officer or employee of such Party or of any Affiliate.

49) Planned Maintenance

"Planned Maintenance" means any works on Sellers' Facilities or Buyer's Facilities that may temporarily restrict capacity in Sellers' Facilities or Buyer's Facilities, including modification, repairs or maintenance.

50) Reasonable and Prudent Operator

"Reasonable and Prudent Operator" means a person seeking in good faith to perform its contractual obligations hereunder and, in the process of doing so and in the overall conduct of its whole undertaking exercising that degree of diligence, prudence and foresight which can reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances, and any reference to the standard of a Reasonable and Prudent Operator means such degree of diligence, prudence and foresight as aforesaid.

51) Refundable Make Up Gas Quantity

The "Refundable Make Up Gas Quantity" means the quantity of Make Up Gas remaining untaken at the end of the Restoration Period reduced by the sum of

- a. any quantity of Make-Up Gas which Buyer nominated but failed to take during the Restoration Period and
- b. any quantity of Make-Up Gas that Buyer failed to nominate up to the aggregate of DCQ during the Restoration Period. If there is any such Refundable Make-Up Gas Quantity, Sellers shall pay to Buyer an amount equal to the Refundable Make Up Gas Quantity multiplied by the higher of
 - i. the Gas Price applicable during the Restoration Period or
 - ii. the Gas Price previously paid in respect of the Annual Deficiency Quantity that gives rise to the Refundable Make Up Gas Quantity. Buyer's rights to any other quantity of Make Up Gas remaining at the end of the Restoration Period other than the Refundable Make Up Gas Quantity shall be extinguished.

52) Relevant Authority

"Relevant Authority" means

- a) any court with the relevant jurisdiction or,
- b) any central, state or local government or regulatory authority or political subdivision or government agency, including central/state ministry, agency, inspectorate, department, licensing authority, commission, or any regional or municipal authority thereof

that exercises any sovereign or state function in India or otherwise in relation to the performance of this Agreement by either Party.

53) Restoration Period

"Not Valid"

54) Sales-Purchase Price

The "Sales-Purchase Price" of Gas at the Delivery Point ("Sales-Purchase Price") means the sum of the Gas Price in INR/MMBTU (GCV) and the Marketing Margin in US\$/MMBTU (GCV) as set out.

55) SBIPLR

"SBIPLR" means the State Bank of India Prime Lending Rate.

56) Scheduled Daily Quantity

"Scheduled Daily Quantity" has the meaning given in Clause [7.4].

57) Seller

The term "Seller" shall mean the person(s) firm, or company with whom a contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.

58) Seller Event of Default

Buyer may terminate this Agreement in the event Sellers breach a material terms of this Agreement and such breach is not cured within thirty (30) days following receipt of notice from Buyer notifying Sellers of such breach (a "Seller Event of Default").

59) Seller's Facilities

"Seller's Facilities" means the Gas metering facilities and other equipment necessary for flow control and the gas production, liquefaction, shipping including LNG Tankers, regasification, processing, compression, transportation, measuring and testing of Gas and any facility required for swapping of gas to enable delivery of RLNG to the Buyer at the Delivery Point.

60) Sellers' Representative

Seller shall act as the representative ("Sellers' Representative") of both Sellers for purposes of administering this Agreement on behalf of Sellers. As Sellers' Representative, Seller shall incur no liability under this Agreement other than in its capacity as a Seller.

61) Specifications

"Specifications" has the meaning given in Clause [15].

62) Start Date

"Start Date" means the commencement of supply of natural gas from 1st April 2023.

63) Taxes

"Taxes" means any and all present or future statutory taxes, levies, duties, cesses, charges, withholdings and imposts, or any similar charges or levies imposed by any Relevant Authority of Republic of India from time to time including Sales-Purchase tax, value added tax, excise duty, customs duty, octroi duty, works contract tax, construction cess, service tax and stamp duty, but shall not include any corporate or income taxes.

64) Tenderer (Bidder)

The term "Tenderer or Bidder" shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by Seller and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.

65) Tribunal

"Tribunal" has the meaning given to such term in Clause [22 (3)]. If a Dispute is to be resolved by arbitration pursuant to Clause [22(3)], then an arbitral tribunal (the "Tribunal") shall be established in accordance with the provisions of this Clause [23(3)]. The number of arbitrators shall be three (3). Within thirty (30) days of the date of a request for arbitration, Sellers shall jointly nominate one (1) arbitrator and Buyer shall nominate the other arbitrator. Within thirty (30) days of the date of the nomination of the second arbitrator, the two (2) nominated arbitrators shall jointly nominate a third arbitrator, who shall act as chairman of the Tribunal.

3. Term/Contract Duration

3.1 Contract Term Duration

- 1) Term: This Agreement shall be effective from the Start Date until expiry of the Contract Period or the Restoration Period, if applicable.
 - a) "Contract Period" means the period from the Start Date through the End Date, inclusive, or until earlier termination or expiration in accordance with this Agreement.
- 2) Start Date:

Start Date" means the commencement of supply of natural gas from 1st April 2023.
- 3) Either party may propose to extend the Agreement beyond the Contract Term Duration by giving written notice to the other party prior to expiry of this Agreement and this Agreement will be amended on such mutually agreed terms & conditions between the Parties.

4. Daily Contract Quantity

- 1) Daily Contract Quantity (DCQ) is the daily gas quantity required by Buyer for consuming in the gas distribution activities. The Daily Contract Quantity (DCQ) to be made available for delivery by the Seller to the Buyer in respect of each Day of the Supply Period shall be 0.317 MMSCMD per day GCV @ 9880 Kcal/sm³ (12421 MMBTU/Day) on firm basis.

4.1 Buyer's Right to Reduce DCQ

- 1) If in any consecutive period of one hundred and eighty (180) Days beginning on Start Date ("Test Period"), the Daily average of the following sum:
 - a) the quantity of Gas made available by Sellers at the Delivery Point, plus
 - b) the quantity of Gas that Sellers did not make available but would be excused from making available due to Buyer's failure to nominate such quantity or to Force Majeure or to Clause [24], is lower than Eighty percent (80%) of the applicable DCQ during the relevant Test Period, then Buyer shall have the right to reduce the DCQ to the level specified by Buyer that is not lower than such Daily average quantity determined above. If Buyer wishes to exercise its right under this Clause [4.1] to reduce the DCQ, Buyer must give thirty (30) days prior notice to Sellers and such notice must be given no later than thirty (30) days after the end of the applicable Test Period.
- 2) In the event Buyer exercises its right to reduce DCQ under this Clause [4.1], such revised DCQ shall be effective for the remainder of the term of this Agreement (subject to the other terms and conditions of this Agreement). For the avoidance of doubt, any reduction in DCQ made pursuant to this Clause [4.1] shall be

prospective in nature only and shall not affect any rights or obligations of the Parties accruing prior to such reduction to the DCQ.

4.2 Change in DCQ in an emergency

- 1) In an emergency, the Seller and Buyer may request each other changes to the DCQ of Gas delivery without prior notice. The Seller and the Buyer shall use reasonable endeavours to comply with such request.

5. Total Contract Quantity

- 1) The Total Contract Quantity (TCQ) to be made available for delivery by the Seller to the Buyer in respect of the Supply Period shall be 115.705 MMSCM per annum GCV @ 9880 Kcal/sm³ (45,33,665 MMBTU/Year) on firm basis.

6. Gas Price

The price payable by the buyer to the seller for the supply of RLNG / natural gas shall be in USD per MMBTU on GCV basis on Ex-Dahej terminal basis (including regasification charges, marketing margin, taxes).

- i) The price of the NG proposed to be purchased shall be linked with the formula $Y = [Platts\ LNG\ JKM + 0.85\ USD + P]$. **P** is the premium that buyer has to bid. The "**P**" in pricing formula shall remain fixed during the contract period.
- ii) Gas Price would be computed up to three decimal places.
- iii) "JKM" is the arithmetic average of all the JKM (M) frontline quotations published in the JKM Market Price Table for each Commodity Business Day, as published in Platts LNG Daily in the JKM Marker Price Table entitled AAOVQ00, during the Assessment Period
- iv) "Assessment Period" means the period covering the second half (16th – month end (unless the 16th is not a Platts Business Day, in which case the next Platts Business Day until month end)) of M-2 month and the first half (1st – 15th, unless the 15th of that month is not a Platts Business Day, in which case the first half will end of the day immediately before the next Platts Business Day) of M-1 month;
- v) "M" is the calendar month in which the Gas is to be supplied
- vi) "Commodity Business Day" shall mean a day in respect of which Platts LNG Daily published prices for "DES Japan/Korea Marker (JKM)"
- vii) "JKM Marker Price Table" means the section headed "DES Japan/Korea Marker (JKM)" of the table "Platts daily LNG markers (US\$/MMBtu)" published in Platts LNG Daily.
- viii) "Platts Business Day" means a business day for the purposes of the Platts Methodology and Specifications Guide; and "Platts LNG Daily" means the publication of that same name published by McGraw Hill Financial.

Floor price as follows: Notwithstanding the value calculated in (i), the Sales Gas Price for any month shall not be lower than 15.85 USD/MMBTU

The **exchange rate** applicable for payment shall be 'Average of SBI TT Buying and Selling Rate' as applicable on the last day of a fortnight. If the last day of a fortnight is not a working day then immediate next Day of the fortnight shall be considered for exchange rate.

7. Nomination, Scheduling and Allocation Procedures

7.1 Annual Estimates

- 1) Buyer shall provide written estimates to Sellers of the quantities of Gas to be delivered at the Delivery Point during each Contract Month of the following Contract Year, no later than thirty (30) days after the Start Date for the Contract Year.

7.2 Scheduling Procedure

- 1) Buyer shall nominate on or before 6:30 pm on preceding day for delivery of the gas on the next day, Sellers shall notify Buyer of the quantity of Gas available from Sellers for delivery to Buyer at the Delivery Point for

the Day of Gas flow based on aggregate Daily Nominated Quantity and aggregate quantity of Gas available for supply at Delivery Point, and Sellers shall confine such quantity with gas transporter.

- 2) In the event Sellers need to curtail Gas deliveries on any Day, Sellers may notify Buyer of the adjustment to the quantity available and shall confine the adjustment with gas transporter and Scheduled Daily Quantity shall be adjusted accordingly.

7.3 Allocation Procedures

- 1) By 12:00 noon on the Day after the Day of Gas delivery, Sellers shall provide Buyer a statement of the Allocated Quantity at the Delivery Point on the Day.
- 2) Buyer's Allocated Quantity shall be calculated as the Measured Quantity multiplied by Buyer's Scheduled Daily Quantity for the Day and divided by the total of the scheduled daily quantity for all deliveries at the Delivery Point for the Day; provided, however, that the Allocated Quantity shall not exceed Buyer's Scheduled Daily Quantity for the Day.
- 3) Sellers and Buyer or Buyer's nominee shall countersign on each Day an acknowledgement of the Allocated Quantity of Gas delivered by Sellers and received by Buyer or Buyer's nominee on the previous Day at the Delivery Point.

7.4 Planned Maintenance

- 1) Sellers may designate up to twenty (20) Days of Planned Maintenance on Sellers' Facilities during the Contract Year commencing from the start date of the agreement. Sellers shall be entitled to reduce (including down to zero) its Gas scheduling under Clause [7] for each Planned Maintenance Day.
- 2) Buyer may designate up to an aggregate of twenty (20) Days of Planned Maintenance on Buyer's Facilities during the Contract Year commencing from the start date of the agreement. Buyer shall be entitled to reduce (including down to zero) its Gas nominations under Clause [7] for each Planned Maintenance Day.
- 3) A Party may not designate more than two periods of Planned Maintenance in a Contract Year. Planned Maintenance Days shall be whole Days. In the event of a Contract Year that is less than a year, the number of Days allowance in Clauses [7.6 (1) and (2)] above shall be proportionately reduced, provided that in such reduction, any fraction of a Day shall be rounded up to a whole Day. In the event a Party desires to take partial shutdown days for Planned Maintenance, the number of Days allowance in Clauses [7.6 (1) and (2)] above may be extended by mutual agreement of the Parties to accommodate such partial shutdown Days.
- 4) The Parties shall
 - a) with respect to the Contract Year, no later than thirty (30) days after the Start Date, and deliver to the other Party a Planned Maintenance schedule setting forth each Party's Planned Maintenance requirements for the immediately following Contract Year. Following the delivery of the Planned Maintenance schedules pursuant to the preceding sentence, the Parties agree to meet promptly to discuss in good faith such Planned Maintenance requirements with a view to reaching an agreement between the Parties as to the timing and duration of any Planned Maintenance periods for the immediately following Contract Year.
- 5) If it becomes necessary or desirable for the Parties to change the schedule of any Planned Maintenance established under Clause [7.6 (4)] above, then Sellers or Buyer, as applicable, shall give the other Party not less than sixty (60) days' notice of the Days on which such Party shall carry out any such Planned Maintenance.
- 6) The Parties shall use reasonable endeavours to synchronise Planned Maintenance among Buyer's Facilities, Transporter's Facilities and Sellers Facilities.

8. Gas Delivery Point and Transportation

8.1 Gas Delivery Point

- 1) Gas sold to the Buyer pursuant to this Agreement shall be delivered by the Seller at the Delivery Point and sale of Gas under this Agreement shall be deemed to be completed on such delivery at Delivery Point.
- 2) Delivery point for the Gas to be delivered will be at the outlet flange of the Dahej RLNG terminal, Gujarat

8.2 Gas Transportation

- 1) As per the applicable delivery point [in the clause 8.1 above], the seller will provide the gas at the Outlet flange of the Dahej RLNG terminal, Gujarat.
- 2) Buyer will be required to enter into a suitable transmission agreement for transmission of gas from LNG terminal to the consumption point.

8.3 Monthly Take Obligation

- 1) "Monthly Contract Quantity" means, for each Contract Month, the quantity of Gas equal to the summation of the DCQ in effect on each Day in the Contract Month. The "Adjusted Monthly Contract Quantity" means the Monthly Contract Quantity minus the sum of the following quantities for each Day during such Contract Month (but without double counting any of the following quantities):
 - a) Any quantity of Gas up to the DCQ that Buyer would have purchased but was prevented from purchasing by reason of Force majeure Clause [24]; plus
 - b) Any quantity of Gas up to the DCQ that was nominated by Buyer for receipt, but that Seller failed to make available for delivery of nominated quantity; plus
 - c) Any quantity of Gas up to the DCQ that Buyer would have purchased but which Buyer rejected in accordance with Clause [13.3] because it failed to meet the Specifications; plus
 - d) Any quantity of Gas by which a Party nominated or scheduled less than DCQ for each Planned Maintenance Day pursuant to Clause [14].
- 2) Buyer shall take a quantity of Gas in each Contract Month equal to eighty percent (80%) of the Adjusted Monthly Contract Quantity, or Buyer shall be responsible for the payment of the Monthly Deficiency Payment pursuant to Clause [9.1 (3)] below.
- 3) The "Monthly Deficiency Quantity" means, as to any Contract Month, the difference, if positive, between
 - a) Eighty percent (80%) of the Adjusted Monthly Contract Quantity in such Contract Month and
 - b) the quantity of Gas actually taken by Buyer (calculated as the summation of the Allocated Quantity on each Day of the applicable Contract Month) in such Contract Month. If, in any Contract Month, there is a Monthly Deficiency Quantity, Buyer shall pay Seller an amount ("Monthly Deficiency Payment") equal to the Price applicable for second fortnight of that month multiplied by the applicable Monthly Deficiency Quantity for such Contract Month.

8.4 Annual Take Obligation

- 1) The "Adjusted Annual Contract Quantity (AACQ)" means, for the Contract Year, the summation of the applicable Adjusted Monthly Contract Quantities for each Contract Month in such Contract Year.
- 2) Buyer shall take a quantity of Gas in the Contract Year equal to Eighty percent (80 %) of the Adjusted Annual Contract Quantity ("Annual Take Obligation"), or Buyer shall be responsible for the payment of the Annual Deficiency Quantity pursuant to Clause [9.2 (3)] below.
- 3) The "Annual Deficiency Quantity" means, as to the Contract Year, the difference, if positive, between
 - a) the Annual Take Obligation applicable in such Contract Year and

- b) the quantity of Gas actually taken by Buyer in such Contract Year (calculated as the aggregate of the Allocated Quantity for that Contract Year). If, in the Contract Year, there is an Annual Deficiency Quantity, Buyer shall pay Sellers an amount ("Annual Deficiency Payment") equal to the Sales-Purchase Price during such Contract Year multiplied by the applicable Annual Deficiency Quantity for such Contract Year.
- 4) Any Monthly Deficiency Payments paid by Buyer in respect of any Contract Month in the applicable Contract Year shall be credited, by way of a credit note, against the applicable Annual Deficiency Payment. If the total Monthly Deficiency Payments paid by Buyer in any Contract Year exceeds the Annual Deficiency Payment, the amount of such excess shall be returned within seven days after the end date of the proposed gas supply agreement.

8.5 Liquidated Damage

- 1) If the Seller, for reasons other than of Force Majeure or for reasons attributable to the Buyer, fails to make available for delivery at the Delivery Point at least 0% of aggregated DCQ during any consecutive period of 15 (fifteen) Days under the Supply Period relating to any agreement then the difference between:
 - a) 15 multiplied by DCQ multiplied by 0.8; and
 - b) quantities of Gas actually tendered for delivery by the Seller during such consecutive period of 15 (fifteen) Days (expressed in MMBTU) in respect of such agreement shall be called the "Deficiency Quantity".
- 2) In the case of Shortfall Quantity, the Buyer shall receive, as Liquidated Damages for such failure to deliver, a credit to be applied (LD Credit) against the payment to be made by the Buyer to the Seller in respect of the invoice raised by the Seller for the last Billing Period of the Supply Period and/or in respect of the Take or Pay Statement.
- 3) Seller will compensate buyer with equivalent to 20% of the LNG cost, equivalent to formula that buyer has bided linked to the Brent prices, in line with the original contract

9. Overdrawal

- 1) The Seller shall deliver, and Buyer shall take Gas in accordance with this Agreement limited to DCQ.
- 2) In case the Buyer takes Gas in excess of DCQ under this Agreement, then the Seller shall have the right to charge differently on such excess Gas drawn as mentioned below:
 - a) If on any Day, the Buyer draws or takes Overdrawn Quantity more than 3% of the total quantity scheduled under contracts between Buyer and Seller, at the Delivery Point, for that Day, then the Overdrawn Quantity shall be considered as "Unauthorized Overdrawal" and shall be charged at 120% of the daily gas price (price of such Gas delivered into Seller's pipeline network) as declared by the Seller at that time plus all other charges including Taxes and Duties as applicable in terms of this Agreement.
 - b) If on any Day, the Buyer is deemed to have drawn or takes any Overdrawn Quantity which is equal to or less than 3 % of the total quantity scheduled under contracts between Buyer and Seller, at the Delivery Point, for that Day, then such Overdrawn Quantity shall be considered as "Authorized Overdrawal" and shall be used for calculation of Fortnightly Overdrawn Quantity. The "Fortnightly Overdrawn Quantity" shall be the aggregate of the daily Authorized Overdrawal quantity over a Fortnight after adjusting the under draws by the Buyer in such Fortnight.
- 3) The Day(s) on which the Overdrawn Quantity is more than 3% of the total quantity scheduled under contracts between Buyer and Seller, at the Delivery Point, for that Day, shall be excluded from the relevant Fortnight and the remaining Day(s) shall be used for calculation of Fortnightly Overdrawn Quantity. The Fortnightly Overdrawn Quantity shall be calculated as the positive difference between A and B; where
 - a) A is the aggregate actual quantity drawn by the Buyer under respective contracts between the Buyer and the Seller; and
 - b) B is the total quantity scheduled under all contracts between Buyer and Seller.

- 4) In case the Fortnightly Overdrawn Quantity is within 3% of the total quantity scheduled under all contracts between Buyer and Seller for the last Day of the Fortnight, then the Fortnightly Overdrawn Quantity shall be charged at 100% of the daily gas price (price of such Gas delivered into Seller's pipeline network) in the contracts between the Buyer and the Seller plus all other charges including Taxes and Duties as applicable in terms of this Agreement.
- 5) In case the Fortnightly Overdrawn Quantity is more than 3% of the total quantity scheduled under all contracts between Buyer and Seller for the last Day of the Fortnight, then the Fortnightly Overdrawn Quantity shall be charged at 120 % of the daily gas price (price of such Gas delivered into Seller's pipeline network) as declared by the Seller at that time plus all other charges including Taxes and Duties as applicable in terms of this Agreement.

10. Make-Up / Make Good

- 1) Not considered for this GSPA.

11. Measurement and Testing

11.1 Measurement

- 1) The volume of the gas supplied under the proposed gas agreement shall be measured by seller's flowmeter installed at the Delivery Point i.e. Ex-Terminal at Dahej. The total volume of the Gas is measured at the Delivery Point on continuous basis using a custody transfer meter as per applicable gas measurement standards. The received quantity of gas shall be booked as per the priority decided by Buyer.
- 2) Measurement standards and meter verification shall be as set out below. Sellers shall install metering facilities and provide measurement information to Buyer as set out below.
 - a) Delivery Point Measurement Equipment
 - i) Sellers shall provide and install, at their own expense, at a point upstream of and near the Delivery Point, and thereafter operate, maintain and renew, measurement equipment at the Delivery Point ("Measurement Equipment"). The ownership of the Measurement Equipment shall remain with Sellers. Sellers shall ensure that Gas delivered hereunder at the Delivery Point shall be measured in accordance with the methods established and from time to time amended under this Agreement.
 - ii) Sellers shall ensure that equipment for the proper measurement of Gas delivered at the Delivery Point shall be properly maintained and corrected in accordance with this Agreement.
 - b) Measurement and Calibration
 - i) The Measured Quantity shall be recorded in MMBTU at the Delivery Point. Gas measurement shall include all corrections in installation practices recommended for accurate metering of Gas in accordance with American Gas Association (AGA) Report No. 3,7,8, 9 and 10 for ultrasonic meter metering systems Gas is to be measured by a flow meter with an accuracy of + 1% above 20% of rated flow and $\pm 2\%$ below 20% of rated flow. At the end of calibration, Measurement Equipment shall register accurately and no individual transmitter feeding into total flow computation shall have an error more than 0.5%.
 - ii) Sellers shall install an appropriate form of on-line composition measurement device, Gas Chromatograph (GC), at or upstream of the Delivery Point consistent with recognised international standards (ISO 6976 or any other equivalent standard) which shall be used to determine the composition of Gas.
 - iii) The Buyer may install its check flow meter and check chromatograph so as not to interfere with the instruments of the Seller. In case the Buyer has any doubt on the proper working of the flow meter of the Seller, Buyer shall inform the same to the Seller in writing and may request for checking/calibration of the flow meter. AGA-8 or relevant latest standard shall be used for gas deviation factor. The cost of such special test shall be borne by the Seller if the percentage of

inaccuracy is found to be beyond as stated under Clause [13.1 (2) (b) (i)] above, but the cost of such special test shall be borne by the Buyer if the percentage of inaccuracy is within limits of as stated under Clause [13.1 (2) (b) (ii)] above.

- iv) The Seller and the Buyer shall jointly sign a statement, hereinafter referred to as "Joint Ticket" on each Day indicating meter reading for the purpose of Billing and Payment as provided in Clause [18] hereinafter. If the Buyer's representative is not present on any day the Seller's reading shall be considered for this clause. Alternatively, Seller shall send electronically a Gas supply statement hereinafter referred to as e-joint ticket on each Day indicating the information as above. The Buyer, to indicate discrepancies, if any, or accept the same electronically within 6 hours however if no response comes within 6 hours' time it will be deemed accepted for the purpose of Billing and Payment as provided in Clause [18].
- v) If Buyer has any doubt about the proper working of the Measurement Equipment, it may request that Sellers re-calibrate, validate or prove the equipment. Buyer may not request a recalibration or validation of the Measurement Equipment in the event that such Measurement Equipment was the subject of a recalibration or validation within the previous thirty (30) days or such other mutually agreed period whether or not requested by Buyer. Buyer shall not withhold the payments to Sellers under the Agreement pending action on Buyer's request for such re-calibration or validation or proving of the equipment or the final result of such calibration, validation or proving; however, Buyer or Sellers may lodge claim for refunds or adjustments, if any, depending upon the final results of such calibration, re-calibration, validation or proving within a period of seven (7) days of such calibration, re-calibration, validation or proving. Such claim, if found correct by Buyer or Sellers shall be adjusted against the subsequent invoice(s) of supply of Gas. The cost of such special test shall be borne by Sellers if the percentage of inaccuracy is found to be beyond +1%, but the cost of such special test shall be borne by Buyer if the percentage of inaccuracy is no greater than +1%.
- vi) If on joint calibration / validation / proving the Measurement Equipment registers a variation of more than + 1% or if the meter is out of service or fails, stops or breaks down, the following procedure in order of priority, whichever is feasible for arriving at the computation of Gas during the period between the last calibration / validation / proving, failure, stoppage or breakdown and present one shall be followed:
 - (a) by correcting the error if the percentage of error is ascertainable by a calibration / validation / proving, test or mathematical calculation; or
 - (b) by estimating the quantity of Gas delivered by comparison with deliveries during a period under similar conditions when the meter was registering accurately.
- vii) The period to which the above corrections shall apply shall be as under:
 - (a) if any period during which the meter is out of service or fails, stops or breaks down is known or agreed upon, that shall be the period to which the correction shall be applied; or
 - (b) if the period 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 / validation / proving test not exceeding a correction period of sixteen (16) days.
- viii) In any case, if at the time of calibration, the meter error exceeds ± 0.5 % (point five) efforts will be made to re-calibrate & bring down the error within ± 0.5 %, if possible, it will be recalibrated.
- ix) The Measurement Equipment shall be calibrated or validated by the measuring party in accordance with standard industry procedure.
- x) Upon the written request of the Buyer, the Seller shall permit the Buyer to examine relevant records, charts and calculations from its metering and measuring equipment. 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. 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. Provided in the event of dispute regarding billing/payment such records shall be preserved by the Buyer, till the dispute is finally settled.

- x) The Seller and the Buyer shall have the right to inspect each other's facilities upon giving at least seven (7) days' notice, such inspection to be at the risk and cost of the party making the inspection. In addition, the Buyer shall be entitled to be present during the meter reading taken by the Seller.
- xii) If the Parties cannot agree on any matter in this Clause [13] within ten (10) days from the date of Party notifies the other Party that a dispute exists with respect to that matter, the dispute shall be referred for arbitration for determination of dispute in accordance with Clause [22].
- xiii) For effecting deliveries of Gas, the Seller shall or cause to install and maintain at its own risk and cost the piping control and regulation and metering equipment in the Gas metering station and all other accessories. The said equipment so installed by the Seller shall remain the property of the Seller and the Seller shall have the right to remove such equipment at any time within twelve (12) months after the expiry of the Agreement. The Seller shall have the right to use the Buyer's land and utilities essentially required for installation, operation and maintenance of Gas metering station and allied equipments required for supply of Gas. These facilities as required and used by the Seller at the terminal shall be free of cost.
- xiv) 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/take Gas beyond the DCQ it shall be at the sole risk of the Buyer including resultant disruption/stoppage of Gas supply either total or partial to the Buyer. Buyer shall be liable for all cost, expenses, damages or losses arising out of or resulting from such overdrawl of Gas. Provided further the Seller shall not be entitled to any claim.

11.2 Test Procedures for Gas Quality Measurement

- 1) Following standards may be referred for definition of terminology:
 - a) ISO 4006-Measurement of fluid flow in closed conduits-Vocabulary and symbols;
 - b) ISO 7504-Gas analysis-vocabulary.
- 2) The methods for testing of the Natural Gas being supplied at the point of measurement are as following:
 - a) ISO 6974: Part 4- Natural Gas-Determination of composition with defined uncertainty by gas chromatography
 - b) ISO 6975: Natural Gas- Extended analysis- Gas Chromatographic method;
 - c) ISO 10715- Natural Gas-Sampling guidelines;
 - d) ISO-6976 /ASTM 3588-D (in conjunction with GPA 2145 (SI section) and GPA 2172)-Determination of Net Heating Value, Gross Heating Value and specific gravity of Natural Gas on the basis of gas composition.
 - e) ISO 12213/ AGA-8- For determination of compressibility of Natural Gas on the basis of gas composition.
 - f) Determination of H₂S, H₂O and S contents in PPM at base measurement conditions is to be done by valid methods defined by ISO standard to be notified by seller from time to time.
- 3) The latest edition of all standards is to be used for carrying out the jobs. The no. of standard may be changed to BIS standards as and when they are issued and if notified by Director of Legal Metrology, Govt. of India, New Delhi.

12. Specifications

- 1) The quality of gas to be supplied shall be as specified below.
 - a) The Gross Heating Value of Gas: The Gas supplied at the delivery point shall have minimum Gross Heating Value (GHV) in a gaseous state equal to 9880 Kilo calories per standard cubic meter.
 - b) The composition of the gas shall be as indicated in the below table:

Sr. No	Component	Specifications
1.	Methane (C1)	Not less than 80 Mol %
2.	Ethane (C2)	Not more than 9.2 Mol %
3.	Propane (C3)	Not more than 4.5 Mol %
4.	Butane (C4) and heavier hydrocarbons	Not more than 2.5 Mol %
5.	Pentane (C5) and heavier hydrocarbons	Not more than 0.35 Mol %
6	Non-combustible gases other than Non- Hydrocarbons including CO ₂ and N ₂	Not more than 6.0 Mol %
7	Total Sulphur including H ₂ S	Maximum 10 ppm by weight including Sulphur in the form of H ₂ S not more than 5 ppm by weight.
8	Impurities	Gas shall be free from sand, dust, gums, oils, hydrocarbons liquefiable at temperatures or pressure prevailing in the pipe line. Gas shall be free from other deleterious solids and or liquid matters which will render it un-merchantable or cause injury to or interference with proper operations of the lines, regulators, meters or other appliances through which it flows. The gas shall be free from O ₂ .
9	Water content/Moisture	No free water shall be present.

- 2) Off-Specification LNG – With Notice
 - a) Sellers shall notify Buyer of tendering Gas that does not meet the Specifications as soon as practicable following Sellers becoming aware of the same.
 - b) Buyer (or Buyer's nominee) may reject Gas that does not meet the Specifications by giving notice to Sellers as soon as practicable following Buyer becoming aware of the same.
 - c) Notwithstanding the deficiencies above, if the Buyer agrees to take, Seller will have no further liability and the Gas so sold would be paid by the Buyer at the prevailing price as per the provisions of Clause [6].
- 3) Off-Specification LNG – Without Notice
 - a) If the gas quality supplied is found to be off-spec, then this gas quantity shall be rejected. In this case, the Buyer shall use the gas from other source meeting the gas specification. The supplier shall be

charged the differential cost of the gas consumed by Buyer to meet its requirement i.e. difference between the evaluated cost of the gas consumed by Buyer to meet NG requirement for that period and the evaluated cost of the gas supplied by gas Seller.

13. *Transfer of Title and Risk*

- 1) Sellers shall make all Gas supplied hereunder available for delivery at the Delivery Point, in accordance with and subject to the terms and conditions of this Agreement. Buyer shall ensure receipt, offtake and transportation of the Gas from the Delivery Point to Buyer's Facilities.
- 2) Property (title) in and risk of loss of the Gas delivered hereunder shall pass from Sellers to Buyer at the Delivery Point upon delivery of the Gas to Buyer (or Buyer's designee) at such point.
- 3) Seller's representations and warrants
 - a) The Seller represents and warrants to the Buyer that,
 - i) as of the Supply Period, the Seller has obtained all licenses, permissions, consents and authorizations from any Government Agency and all management and shareholder approvals necessary to enable the Seller to perform its obligations under this Agreement and all such necessary approvals, licenses, permissions, consents and authorizations are valid and effective, and
 - ii) the performance of the obligations hereunder by the Seller shall not violate or breach any contract or arrangement to which the Seller is a party.
- 4) Buyer's representations and warrants
 - a) The Buyer represents and warrants to the Seller that, as of the Supply Period,
 - i) 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 all such necessary approvals, licenses, permissions, consents and authorizations are valid and effective and
 - ii) the performance of the obligations hereunder by the Buyer shall not violate or breach any contract or arrangement to which the Buyer is a party.
- 5) Indemnities
 - a) Each Party shall indemnify, keep indemnified and hold harmless the other Party and its respective directors, officers, employees and agents against any and all costs (including legal fees on a full indemnity basis), losses, damages, expenses, demands, claims, actions or suits that it may suffer or incur that arise out of any breach of any obligation by either Party under the GSA; provided, however, that the other Party shall endeavour to mitigate the impact of any such breach and minimise the damages, losses, penalties, expenses and costs arising there from.
 - b) Each Party shall defend, indemnify and hold harmless the other Party from and against any and all losses, damages, penalties, costs and expenses on account of any claims demands, proceedings or judgements brought by any third party (including employees of either Party) or any government authority, caused by or resulting from or attributable to the installation, existence, ownership, possession, operation or maintenance of the respective Party's facilities including but not limited to any loss or harm to the environment or any death, injury or illness caused or arising and shall indemnify and hold harmless the other Party against any and all costs, damages or expenses whatsoever incurred by the Party in respect of any claims, demands, proceedings or cause of action arising in connection with any such death, injury or illness caused or suffered by any employee of the Party or its affiliates except to the extent caused by the wilful misconduct of the other Party.

14. Metering of Gas

- 1) The total volume of gas received in the comingled form is measured at the receiving station at the outlet flange of the seller facility at ex-Dahej terminal, Gujarat on a continuous basis using a custody transfer meter as per applicable Gas Measurement Standards. The received gas shall be booked as per the priority set by Buyer and as per the scheduling of gas by the gas suppliers against nomination given by Buyer.
- 2) Steps for Meter Inspection & Handling Suspected Meter Tampering
 - a) Seller's representative shall have the unrestricted access to the meter skid for inspection and its working, at any time.
 - b) As the Gas is supplied uninterrupted and the Buyer is to draw Gas on continuous basis, the Buyer should make available an authorized representative responsible for the safety and security of the Gas pipeline and the metering skid. Names of such authorized representatives should be given to Seller in writing in advance; and whenever there is any change, the same should also be intimated in writing. The representative of the Buyer shall be responsible for associating with Seller's representative during any kind of work on metering skid and signing of inspection / reading formats / joint tickets etc.
 - c) The metering skid shall be surrounded by a fencing and gate. The gate shall be locked, and the key shall be in the custody of the Buyer. Metering skid door shall be locked, and the key shall be available with the Seller. Tamper proof security seals shall be put across all the doors with signature of Seller's representative. Safety of the seal shall be the responsibility of the Buyer. The meter installed in the skid shall be pre-calibrated meter for which calibration records shall be available in Seller's office. A copy of the same can be issued at the Buyer's request. On the meter, following type of seals shall be provided by the Seller.
 - i) Manufacturer seal
 - ii) Calibration lab seal.
 - iii) Seller's holographic seal.
 - iv) Seller's security seal.The type, no. of seals and condition of seals on the meter shall be recorded on the 4-stage inspection format at the time of installation / change of the meter.
 - d) For each inspection / visit, other than that for joint ticket reading, where the metering skid is to be opened, the four-stage inspection format shall be duly filled by Seller's representative recording all the observations. The same has to be signed stage wise by 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 be sent to the Buyer through post. It shall be the responsibility of the Buyer to ensure the presence of its representative during such inspection.
 - e) Any abnormality observed during the inspection shall be recorded on the 4-stage inspection format.
 - f) In case of suspected tampering, the meter shall be replaced with another meter in presence of the Buyer's representative and sealed in a box with joint signature of Buyer & Seller's representatives. Advance notice shall be served to the Buyer for replacing the meter in case of suspected tampering. Buyer shall be required to provide a short shutdown for replacement of the meter as and when informed by Seller. At all the times of removal of meter, the Seller shall inform in writing to the Buyer about the reasons of meter removal. In case the Buyer's representative at any stage is absent and/or refuses to sign, it shall be presumed that the meter has been tampered with and the meter without the signature of the Buyer's representative will be sent for further inspection and/or calibration as provided hereinafter, by the Seller and the Buyer shall accept the actions taken by the Seller as final.

- g) The meter so taken out shall be sent for third party inspection and calibration at a calibration lab recognized at national level. The date & place of calibration shall be informed to the Buyer in advance & the Buyer may depute authorized representative to the lab. The meter shall be taken out from the sealed box in presence of the Buyer's and Seller's representative; 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 representative. Entry in the inspection and calibration room of the lab shall not be allowed. Reports given by the lab shall be duly signed by the Seller & Buyer representative. In case the representative of either Party 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.
- h) Meter shall be considered as tampered, if any of the seals on the meter is found disturbed / broken or missing and / or any of the settings parts inside the meter are found disturbed or changed irrespective of the calibration results. However, if all the seals and parts are found to be okay and only calibration results are found to be having deviation from usual, the meter will not be considered tampered and only calibration error will be taken into account, as per the provisions of this Agreement.
- i) In case the meter is found tampered, penal action shall be initiated as below –
- i) Within 10 days of the receipt of inspection & calibration report, confirming tampering, report, a show cause notice shall be issued by Buyer to the Seller to explain why the penal action should not be initiated.
 - ii) The replies, if submitted, shall be reviewed by the Buyer.
 - iii) If the replies are not found satisfactory and/or tenable & tampering is established, then the gas supply shall be discontinued, and the Buyer may proceed further for termination of the Agreement and the period of tampering for which Meter Tampering Charges are to be imposed will be determined. Resumption of gas supply will be regulated as mentioned hereinafter.
 - iv) For ascertaining the period of tampering, the gas drawl data / data from EVC shall be reviewed along with the history of previous meter calibrations, the consumption data shall also be compared with consumption recorded just after replacement of meter. The day or time from where gas supply has gone below the normal gas supply (without any shutdown or otherwise explainable reasons) to the day of replacement of meter shall be considered as the period of tampering. However –
 - (1) If the meter has been changed in between for any reasons and the meter taken out was found not tampered, then the tampering period shall be from the date of replacement of last meter to date of change of present meter.
 - (2) If in between a four-stage inspection has been carried out and nothing abnormal has been found on that day, then tampering period shall be from that day to the date of replacement of present meter,
 - (3) Four stage inspection of all the metering skid shall be carried out every quarter. Once this is done, the total tampering period in any case shall not be more than 3 months whereby maximum period for which Meter Tampering Charges can be imposed shall be 3 months.
- j) Once the tampering period is established, then median/average flow recorded during 3 months prior to tampering period shall be taken and that will be treated as quantity of gas actually consumed by the consumer during the tampering period. The difference between this median/average quantity and the actual billed quantity in this period, shall be difference quantity or the deficiency quantity to be charged from the consumer as per Clause [9.1 (3)]. An invoice shall be raised towards actual gas supplied during tampered period.
- k) In case tampering is repeated for the third time, apart from isolation of gas supply without any further notice, action shall be initiated for termination of Agreement. The Buyer shall pay the amount and other charges as communicated above.

- 3) In case the Buyer takes legal recourse, the Buyer shall be required to first deposit with the Seller an interest free deposit by way of electronic transfer in the designated [] Bank account of Seller of the value equivalent to the amount of amount arrived at as hereinabove.

15. Delivery Pressure

- 1) The gas supply pressure at the delivery point i.e. outlet flange at Ex-Terminal at Dahej shall be between 86 bar and 94 bar gas supplier shall note that the gas pressure and temperature shall be compatible with the gas transportation system of the buyer.

16. Billing and Invoicing

1) Billing

- a) Sellers (or Sellers' Representative) shall raise invoices fortnightly and shall electronically deliver to Buyer within 2 days following the end of the fortnight and Buyer shall make payments in full to each Seller at the account designated by notice to Buyer, which may include offshore accounts. For the avoidance of doubt, electronic delivery of Fortnightly invoices includes delivery via fax, e-mail and web hosting. Electronically delivered Fortnightly invoices shall carry a facsimile signature.
- b) If, in respect of any Fortnight, the data for such Fortnight are not fully available, then Sellers shall either
 - i) prepare the Fortnightly invoice based on estimates taking into account the details of recent data for previous Fortnights or from such information as it has at its disposal and Buyer shall pay to each Seller the sum set out in such Fortnightly invoice, or
 - ii) prepare a provisional Fortnightly invoice (and Buyer shall pay to each Seller the sum set out in such Fortnightly invoice) followed by a final Fortnightly invoice as soon as the required data is available.
- c) If the amount paid by Buyer in settlement of a provisional Fortnightly invoice is less than the amount payable as per the final Fortnightly invoice, Buyer shall settle such difference forthwith. If the amount paid by Buyer in settlement of a provisional Fortnightly invoice is more than the amount payable as per the final Fortnightly invoice, such difference shall be adjusted in the following Fortnightly invoice.
- d) Invoices shall be raised Fortnightly, commencing with the Fortnight in which the Start Date occurs.
 - i) Each Fortnightly invoice shall be for the sale of the Allocated Quantity in such period at the applicable Sales-Purchase Price.
 - ii) Sellers shall raise in INR separate credit notes in respect of any Make Up Gas or any credit issued in accordance with Clauses [9.1 and 9.2]. The value of any such credit note delivered by Sellers in accordance with this Clause [18] shall be set off against the monies due and payable by Buyer to Sellers under this Agreement. If at the termination or expiration of this Agreement there remains a credit, but no monies are due and payable by Buyer to Sellers, Sellers shall refund the amount of the credit to Buyer forthwith.
- d) Invoices shall specify Gas Price, Marketing Margin, and Taxes.
- e) All amounts invoiced shall be denominated in INR. and amounts that are payable in USD be converted at the Exchange Rate. The exchange rate applicable for payment shall be "Average of SBI TT Buying and Selling Rate" as applicable on the last day of billing cycle.
- f) Sellers shall forward to Buyer in original all the invoices, debit notes and credit notes already delivered electronically.

2) Payment

- a) Within two days following the end of the Fortnightly Supply Period or end of Supply Period in event the supply of Gas is less than for a period less than a Fortnight, the Seller shall render to the Buyer a

Statement including the following details for the previous Fortnight which shall show in respect of the previous fortnight.

- i) DCQ for each Day of such Fortnight expressed in Standard Cubic Meters/MMBTU.
 - ii) The actual daily quantity of total Gas taken in standard cubic meters at the Delivery Point and the Gross Heating Value of that Gas in Kilo Calories per standard cubic meter and the amount of MMBTU (product of quantity in standard cubic meters and calorific value) of that Gas, on a daily basis;
 - iii) The applicable price for each element of delivered price as indicated in the Clause [6].
 - iv) The Sales-Purchase tax, custom duty, entry tax/service charges and other taxes & duties applicable which are to be reimbursed by the Buyer on the Gas delivered during that Fortnight
 - v) The Payment Amount receivable by the Seller and included in the Payment Statement shall be based on statement jointly signed by the Seller and the Buyer Clause [13].
- b) The Seller may raise debit /credit note in the event of any adjustment that may be required in respect of gas supplied and payments made hereunder.
- c) Payments shall be made in full in accordance with the invoices and debit notes no later than the fourth (4th) Business Day after the day on which electronic delivery of the invoices and debit notes occurs; provided, however, that if such delivery occurs after 17:30 hours, it shall be deemed to occur on the following day. Without prejudice to any other rights and remedies available under this Agreement or under law, if any Party fails to make a payment to another Party of any amount due under this Agreement, interest thereon shall accrue at a rate per annum equal to the SBIPLR plus two (2) percentage points, for each day from and including the day on which such sum became due up to the day prior to the day on which payment thereof is received.
- d) All payments to be made without set-off or counterclaim except as expressly set out in this Agreement.
- e) Payment under this Agreement shall be made in INR and shall be made by electronic funds transfer or equivalent instantaneous transfer of funds for value on the day in question to the account designated by the Seller pursuant. Buyer shall be responsible for bearing any charges levied by the bank making the payments. Payment shall be deemed to be received on the date such payment is actually credited to the receiving Party's account.
- f) Within three (3) business days, after the receipt of the Fortnightly Payment Statement Annual Reconciliation Statement and invoice, debit note or credit note being the Due Date, the Buyer shall pay to the Seller the sum due in the Payment Statement, Reconciliation Statement/debit note or credit note including any amount referable as a Disputed item (as defined in Clause [18 (3)]). The amount receivable by the Seller shall be paid to the account of the Seller as indicated in the Statement. Mode of Payment shall be by electronic transfer of funds to the designated [] Bank account of Seller on or before the due date as advised by Seller.
- 3) Disputed Invoices
- a) If Buyer disputes the payment of any sum under this Agreement, Buyer shall notify Sellers of the amount(s) in dispute at the time of making payment of the invoice and or debit note or as soon as reasonably practicable thereafter and, in any event, no later than one month after the end of the relevant billing period to which the invoice and or debit note is related, and after the one month, such invoice and or debit note shall be deemed and conclusively presumed to be correct and agreed for all purposes. Buyer shall provide Sellers, at the time of raising the dispute, a realistic and reasonable written estimate explained in detail in writing of the amount that is, in the reasonable opinion of Buyer, payable by Buyer to Sellers for that disputed invoice and or debit note. For a period of thirty (30) days from the date of receipt by Sellers of the notification of any disputed amount(s) along with written estimate, Sellers and Buyer shall endeavour to resolve the dispute. If the dispute is not resolved within

thirty (30) days of receipt of such notification of the dispute, the dispute may be referred to arbitration for resolution, in accordance with Clause [22].

- g) Buyer shall provisionally pay any disputed amounts in any invoice or debit note in full by the date payment is due. If a dispute is decided in favour of Buyer, Sellers shall refund the overpayment with interest thereon which shall accrue at a rate per annum equal to the SBIPLR plus two (2) percentage points, for each day for the period from the day that the overpayment is made by Buyer until the date of refund by Sellers. Such refund shall be due within seven (7) Business Days following resolution of the dispute.

4) Late Payment and Suspension of Deliveries

- a) In the event that Buyer fails to pay any amount due under the terms of this Agreement to either Seller within the period specified in this Agreement, the affected Seller may, without prejudice to any other rights and remedies available under this Agreement or under law, draw upon its Letter of Credit for payment of such amounts due and payable under any invoices and or debit notes and or interest charges raised under this Agreement. Recourse against the Letter of Credit shall be without limitation to any other right or remedy of Sellers in relation to the payment default.
- h) If the Letter of Credit is not renewed or replaced before thirty (30) days prior to its expiry then Sellers shall have the right thereof, to draw down the Letter of Credit in full before it expires and retain as security against amounts then or thereafter owing by Buyer under this Agreement, without any interest accruing to Buyer.

5) Letter of credit

- a) No later than seven (7) days following notification of the Start Date, Buyer shall provide Seller with an irrevocable, revolving stand-by letter of credit issued in favour of each Seller by a scheduled bank in India acceptable to the Seller ("Letter of Credit"). Each Letter of Credit be for a term of not less than twelve (12) months and for an amount in INR equal to the invoice value (including Marketing Margin) of thirty (30) Days Gas Sales-Purchase at the DCQ level (including applicable taxes thereon). Buyer shall amend the Letter of Credit value within seven (7) days of notice from Sellers of any change in applicable taxes or change in DCQ agreed between Sellers and Buyer. The Letter of Credit shall provide for the issuing bank to unconditionally and irrevocably undertake to Sellers. The Letter of Credit shall be in a format as specified in the Exhibit **. Buyer shall bear all charges payable to the bank issuing such Letter of Credit. The Letter of Credit shall be maintained till 2 months after expiry or termination of this Agreement until all amounts owing by Buyer to Seller have been satisfied.

Note: The bank working days shall exclude all the Holidays/weekly offs of Banks in 2023, 2024.

17. Taxes

17.1 Taxes to be borne by Buyer

- 1) Buyer shall assume full and exclusive liability for payment of all Taxes to Sellers, imposed in connection with the purchase of Gas under this Agreement and any payments made under this Agreement. For the avoidance of any doubt the liability for payment of Taxes shall include any Taxes that are paid or accrued and payable or assessed or imposed pursuant to any interim order, provisional assessment, revisional assessment or final assessment or any other order made by any Relevant Authority. Buyer shall be liable for fines, penalties or interest on Taxes which are required to be paid by Sellers under order made by Relevant Authority.

17.2 Taxes to be borne by Seller

- 1) Provided that the Buyer is in compliance with each of its obligations under this Agreement that are necessary to enable the Seller to pay when due any duties, taxes or service charges payable by the Seller in accordance with the terms hereof, in the event that the Seller fails to pay when due any such duties, taxes or service charges, the Seller shall indemnify and hold harmless the Buyer against and from any loss, damages,

expenses and claims incurred by the Buyer as a direct result of the Seller's failure to pay such taxes, duties or service charges or the late payment thereof.

17.3 Change in Taxes

- 1) Buyer will absorb any changes in Sales-Purchase Tax, VAT, IGST on Transmission and GST on regasification charges if shown separately in the invoice after submission of price bids.
- 2) If State Government, Central Government of India modifies VAT rule, C FORM rule or in case GST becomes applicable after opening of Techno commercial bids but before opening of price bids, then Add-on / Take off price shall be sought from the bidders.
- 3) In case GST becomes applicable during the contract period the bidder to accept compliance with GST.

18. Assignment

- 1) Right to Assign
 - a) Subject to Clause [20.2], the rights or obligations hereunder shall not be assigned or transferred in part or in whole by any Party hereto without the prior written consent of the other Party and such consent shall not be unreasonably withheld. No assignment shall be effective unless the assignee shall have agreed in writing to be bound by all the terms and conditions of this Agreement and to assume all of the assignor's rights, liabilities and obligations under this Agreement.
- 2) Assignment under Government Agency Direction
 - a) If the Government Agency chooses to assign Seller's right under this Agreement to third party ("Assignee"), the Assigning Seller shall, with effect from the effective date of that assignment, be deemed to have assigned its rights and obligation under this Agreement to the Assignee Seller for purpose of this Agreement.

19. Termination of Contract

- 1) Without prejudice to any other rights and remedies available under this agreement, Seller may suspend delivery of Gas, upon ten (10) days' notice, in any of the following circumstances
 - a) Buyer breaches a material term of this Agreement, and such breach is not cured within thirty (30) days following notice from Sellers;
 - b) Buyer fails to pay any amount due under this Agreement in full within thirty (30) days of the due date for such payment even if Sellers are able to draw down the Letter of Credit;
 - c) Buyer has failed to establish, maintain or renew the Letter of Credit as required herein;
 - d) Buyer has breached the use/resale limitations in this agreement

Upon and for the duration of such suspension, Sellers shall be relieved of obligations to supply Gas under this Agreement, but Buyer shall not be discharged of any of its obligations under this Agreement including Buyer's obligations under Clause [9 and 11] to take or pay for Gas. Sellers shall resume delivering Gas as soon as reasonably practicable following the cure of the events listed above and in any case within 48 hours of such cure.

- 2) Buyer may terminate this Agreement in the event Sellers breach a material in term of this Agreement and such breach is not cured within thirty (30) days following receipt of notice from Buyer notifying Sellers of such breach (a "Seller Event of Default").
- 3) Buyer may terminate this Agreement upon thirty (30) days prior notice to Sellers if, Sellers fail to make available for delivery (when nominated by Buyer up to the DCQ) a quantity of Gas equivalent to at least forty-five (45) days of DCQ but excluding quantities for which Sellers' failure is excused due to Force Majeure and quantities by which Sellers reduced their Gas scheduling as permitted for Planned Maintenance Days. If Buyer wishes to exercise its termination rights under this Clause [21.4], Buyer must

notify Sellers within thirty (30) days of the end of the one (1) year period in which Sellers failed to make available for delivery such quantity of Gas.

- 4) Survival of Provisions
 - a) Except as may otherwise be expressly provided herein, the provisions set forth under Clause [24], Clause [19], Clause [27] and Clause [26] (except as set forth in Clause [15.3] and [15.4]) shall survive the termination or expiry of this Agreement.

20. *Dispute Resolution*

- 1) Any dispute, controversy, difference or claim arising out of or relating to the GSA or the breach, termination or validity thereof (a "Dispute"), shall at the first instance be mutually discussed for resolution between the Parties within a period of thirty (30) days after giving notice by one Party to the other Party.
- 2) Either Party may request an Expert determination with respect to a dispute by giving the other Party a written notice of the request for such determination. The Expert determination shall be conducted expeditiously by an Expert selected unanimously by the Parties. The Expert shall not an arbitrator of the dispute and shall not be deemed to be acting in an arbitral capacity. If the Parties are unable to agree upon an Expert within ten (10) days after receipt of the notice of request for an Expert determination, then upon the request of either of the Parties, the International Centre for Expertise of the International Chamber of Commerce ("ICC") shall appoint an Expert and administer the Expert determination through the ICC's Rules for Expertise. The Expert shall endeavor to resolve the Dispute within thirty (30) Days after the Expert's appointment, taking into account the circumstances requiring an expeditious resolution of the matter in dispute. The Expert's decision shall be final and binding on the Parties in the Dispute unless challenged in an arbitration under the GSA within sixty (60) Days after the date the Expert's final decision is received by the Parties in the Dispute. In an arbitration either to challenge or confirm the Expert's decision,
 - a) the Expert's determination on the specific matter will be entitled to a rebuttable presumption of correctness; and
 - b) the Expert shall not (without the written consent of all the Parties) be appointed to act as an arbitrator or as adviser to either of the Parties.

"Expert" means an independent expert appointed to resolve a dispute of a technical nature.

- 3) Initially the dispute shall be resolved by amicable settlement. In case the dispute remains unresolved, then it shall be referred by either party for arbitration to be settled by a 3-arbitrators panel.
- 4) The arbitration proceeding shall be conducted by a single arbitrator. The buyer shall nominate three (3) independent arbitrators' panel ('Panel') upon signing of the Gas Supply Agreement. Within thirty (30) days of the date of a request for arbitration, Seller shall nominate one (1) arbitrator out of the Panel.

21. *Governing Law*

- 1) The GSA shall be governed by the laws of India, including, without limitation, of the relevant Central/State Acts and the Rules, Regulations and Notifications issued and amended from time to time there under. The courts at Gujarat, India shall have exclusive jurisdiction for the purposes of the GSA to grant such relief in aid of arbitration as may be permitted under the Arbitration and Conciliation Act, 1996

22. *Force Majeure*

- 1) The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by a Party (such Party, the "Affected Party") of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Affected Party's reasonable control and were not reasonably foreseeable and the effects of which the Affected Party could not have prevented or overcome by acting as a Reasonable and Prudent Operator or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

- a) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
 - b) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
 - c) epidemic, plague or quarantine;
 - d) air crash, shipwreck, or train wreck;
 - e) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
 - f) strike, lockout or other industrial disturbances
- 2) Where a party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than two (2) days after the occurrence of the event of force majeure, notify the other party in writing giving the full particulars of the Force majeure as follows:
- a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - b) such date of commencement and an estimate of the period of time required to enable the Affected Party to resume full performance of its obligations; and
 - c) all relevant information relating to the Force Majeure, the reason for suspension of duties and full details of the measures the Affected Party is taking to overcome or circumvent such Force Majeure.
- 3) The Affected Party shall have to prove that the circumstances constitute valid grounds of Force Majeure under this Clause [24 (2)] and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- 4) The Affected Party shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.
- 5) Mitigation Responsibility
- a) The Affected Party shall use all reasonable endeavours, acting as a Reasonable and Prudent Operator, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause [24] shall cease to be available to the Affected Party claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
 - b) The Affected Party shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause [24] and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
 - c) The Affected Party shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.
- 6) Consequences of Force Majeure
- Provided that the Affected Party has complied and continues to comply with the obligations of this Clause [25] and subject to the further provisions of this Agreement:
- a) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and

- b) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein. Notwithstanding the extension of any time period hereunder, the Contract Period, or the Restoration Period shall not be extended due to an event of Force Majeure.
- 7) Force Majeure Events Exceeding 180 Days
- a) If an event or series of events (alone or in combination) of Force Majeure occur and continue for a period in excess of one hundred and eighty (180) consecutive days, then the non-affected Party may serve a termination notice on the Affected Party, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.
 - b) If the Force Majeure event or series of events referred to in Clause [24] is not remedied or mitigated pursuant to discussions between Sellers and Buyer within sixty (60) days of receipt of a termination notice, then this Agreement shall terminate on the 60th day.
 - c) Without prejudice to any liability of the Parties accrued as of the date of termination of this Agreement, termination under this Clause [24] shall be without liability of either Party for damages arising out of such termination.
- 8) Exceptions to Force Majeure
- a) Notwithstanding anything to the contrary in this Clause [24], Force Majeure shall not include:
 - i) any event or circumstance affecting facilities other than Seller's Facilities, Buyer's Facilities, or Transporter's Facilities;
 - ii) the breakdown or failure of machinery operated by the Affected Party to the extent caused by
 - (1) normal wear and tear which could have been avoided by the exercise of reasonable care and diligence,
 - (2) the failure to comply with the manufacturer's recommended maintenance and operating procedure (or, in the absence of manufacturer recommendations, failure to perform maintenance in accordance with the standard of a Reasonable and Prudent Operator), or
 - (3) the non-availability at appropriate locations of standby equipment or spare parts in circumstances where reasonable prudence and foresight would have required that such equipment or spare parts be made available;
 - iii) the non-availability or lack of funds or failure to pay money when due; and
 - iv) where Buyer is the Affected Party, an executive act of any Relevant Authority unless such executive act
 - (1) applies to all gas purchasers, and
 - (2) was not undertaken by the Relevant Authority principally to benefit Buyer.

23. Notices

- 1) Any notice, request, demand or other statement, document or communication required or permitted to be given or provided for under this Agreement shall be in writing and in English language and sent or delivered by hand or by registered airmail, postage pre-paid, facsimile (confirmed by a copy sent by registered mail or courier) and shall be addressed to the Party to whom it is to be sent or delivered at the address of such Party set out in this clause or such other address of such Party as such Party may from time to time notify in writing to the other Parties
- 2) Details of addresses
 - a) Seller Address

ESSAR EXPLORATION & PRODUCTION INDIA LIMITED (EEPIL)

9th Floor, Essar House, 11, K.K. Marg,

Mahalaxmi, Mumbai- 400034

b) Buyer Address:

Xxx

xxx

- 3) All such Notices and communications shall, when telefaxed, couriered, hand delivered or mailed shall be effective when received. Except where specifically and specially provided for otherwise in this Agreement, any consent permitted by this Agreement shall be in writing and delivered by hand or sent by facsimile transmission or courier or registered mail, return receipt requested.

24. Confidentiality

- 1) This Agreement and all documents and information transmitted by Buyer to a Seller or from a Seller to Buyer under this Agreement ("Confidential Information") shall be deemed confidential. The receiving Party agrees to protect and guard Confidential Information and not to disclose Confidential Information, directly or indirectly, to any other person, except as may be required by law or as may be agreed in this Agreement. Each Party may disclose Confidential Information to the extent that such Confidential Information is provided to Affiliates, Relevant Authorities, bona fide stock or securities exchanges in relation to any applicable listing of a Party, professional advisors, agents, auditors, insurers, bona fide potential assignees, lenders, sub-contractors and their advisors or representatives of a Party as is reasonable under the circumstances; provided that such disclosures are subject to conditions of confidentiality at least as restrictive as this Agreement.
- 2) Each Party may disclose Confidential Information to a pipeline transporter or other party arranging the required transportation but only to the extent reasonably required for the performance of this Agreement. The restrictions of this Clause shall survive the termination or expiry of this Agreement for a period of three (3) years.
- 3) Each Party agrees and undertakes that at all times such Party and its respective employees and representatives shall keep in strict confidence all information and data furnished or obtained pursuant to this Agreement, including the terms and conditions of this Agreement, except as and to the extent that all the other Parties consent in writing to the disclosure of such data, information or terms. This Article shall not apply to, data or information;
 - a) Which, at the time of its disclosure, is in the public domain as evidenced by printed publication or otherwise;
 - b) After its disclosure becomes part of the public domain by publication or otherwise except through common fault of any Party or its respective employees or representatives;
 - c) Which is required to be produced by law or before any governmental authority or the Government Agency or any court or judicial authority of competent jurisdiction or the rules of the stock exchanges on which the shares and other securities of a party are listed;
 - d) Which is obtained by a party from a third party who is lawfully in possession of such information or data and not subject to any contractual or fiduciary relationship which would preclude its disclosure;
 - e) Where required by a bank or other financial institutions hereinafter referred to as financier (which expression shall include the employees, agents and consultants of such bank or other financial institutions) which is providing finance to the Party wishing to disclose such information or data in whole or part on the security of a charge or other encumbrance or other such disclosing Party's interest in this Agreement, provided that the financier has entered into a written Agreement with the disclosing Party agreeing to keep such information secretly confidential; and

- f) To bona fide consultants of the party provided that such consultants have entered into a written Agreement/undertaking with the disclosing Party agreeing to keep the information secretly confidential.

25. Liabilities

- 1) An Assigning Seller/Buyer, if has withdrawn from this Agreement under Clause [20.1], shall be released and discharged from all liabilities and obligations under this Agreement except for those obligations and commitments accrued prior to the effective date of the assignment or withdrawal, as the case may be.
- 2) No Party shall be liable to another Party, and no Party shall be held in breach of its obligations under this Agreement, as a result of such Party's compliance with any laws, rules, regulations, judgements, decrees, or other legislative measures having the force of law, issued by any Relevant Authority, as the same may be in effect from time to time, that are mandatorily applicable to such Party in respect of the transactions contemplated by this Agreement; provided, however, this clause shall have no effect on the limitations set forth this clause.

26. Waiver, No Partnership or Third-Party Rights

- 1) No waiver of any provision by any Party on any default by the other Party in performance of this Agreement shall operate as a waiver of such default of that Party unless the same is in writing and signed by duly authorized representatives or those Parties. No delay by either Party in exercising its rights hereunder shall be treated as waiver thereof

- 2) Consequential Loss

Except as otherwise specifically provided herein, neither Party shall be liable for any indirect, incidental or consequential loss or damage or loss of opportunity or profits.

27. Severability

- 1) If any portion or clause of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect; provided however that if a provision is held to be invalid or unenforceable, the Parties shall negotiate in good faith to adopt a replacement provision to carry out, in effect, the Parties original intention to the extent permitted by applicable laws.

28. General / Miscellaneous

- 1) Seller's Covenants

The Seller shall ensure that all approvals, licenses, permissions, consents and authorizations that are necessary to enable it to perform its obligations under this Agreement remain valid and effective through the Term of this Agreement and shall obtain any additional approvals, licenses, permissions, consents and authorization that are required to enable the Seller to perform its obligations under this Agreement.

- 2) Buyer's Covenants

The Buyer shall ensure that all approvals, licenses, permissions, consents and authorizations that are necessary to enable it to perform its obligations under this Agreement remain valid and effective through the Term of this Agreement and shall obtain any additional approvals, licenses, permissions, consents and authorization that are required to enable the Buyer to perform its obligations under this Agreement.

- 3) Sovereign Immunity

Each Party hereby confirms that this Agreement constitutes a commercial act and irrevocably waives to the fullest extent permitted by applicable law any present or future claim to immunity from any proceeding or the enforcement of any award or decision of any arbitrator who was duly appointed under this Agreement to resolve disputes under or related to the same.

- 4) Sellers' Representative

Seller shall act as the representative ("Sellers' Representative") of both Sellers for purposes of administering this Agreement on behalf of Sellers. As Sellers' Representative, the seller shall incur no liability under this Agreement other than in its capacity as a Seller.

5) Relationship of Parties

Parties acknowledge and agree that the rights and obligations contained in this Agreement in respect of sale, purchase, entitlement, rights and remedies are purely contractual in nature and this Agreement shall constitute the entire agreement between the Parties as to the subject matter hereof. This Agreement shall only be amended, modified or supplemented by a written instrument signed by all Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or association, or establish a principal and agent relationship or any other relationship of a similar nature among the Parties.

6) Implied Terms Excluded

Except as otherwise specified in this Agreement, the Parties exclude any other warranty, condition or other undertaking implied at law or by custom or otherwise arising other than by express written agreement between the Parties. Without limiting the generality of the foregoing, Sellers expressly do not warrant supply of Gas at any level and Buyer acknowledges and agrees that the DCQ represents the maximum quantity of Gas to be supplied under this Agreement on any Day and not an estimate or a warranty.

7) Third Party Beneficiaries

None of the Parties intend that the provisions of this Agreement should confer any benefit on any third party and no third party shall have any right to enforce the terms of this Agreement against any Party.

8) Insurance

The Seller shall be totally responsible for all insurance coverage relating to person, third party, the Gas supply etc. up to the point of delivery of Gas. Likewise, the Buyer shall be responsible for the above from the point of delivery of Gas and thereafter.

9) Consent

The Buyer and Seller hereby expressly declare and admit that the above provisions have been read and understood to their satisfaction and are executing this Agreement out of their free will and consent.

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be executed in triplicate by their duly authorized representatives as of the date first above written.

For and on behalf of Seller

For and on behalf of buyer

Name:

Name:

Title:

Title:

Witness:

Witness:

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