

**GAS SALE AND PURCHASE AGREEMENT  
("GSPA")  
'GSPA uploaded on 30 December 2020'**

**BETWEEN**

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**(AS BUYER)**

**AND**

**RELIANCE INDUSTRIES LIMITED  
AND  
BP EXPLORATION (ALPHA) LIMITED**

**(AS SELLERS)**

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## **GAS SALE AND PURCHASE AGREEMENT (GSPA)**

This Gas Sale and Purchase Agreement (hereinafter referred to as the “**Agreement**”) is executed and dated \_\_\_\_\_ (“**Effective Date**”),

### **BETWEEN:**

\_\_\_\_\_, a company incorporated under the Companies Act 1956/Companies Act 2013/ a society registered under the Multi State Cooperative Societies Act, 2002 with its registered office at \_\_\_\_\_ (“**Buyer**”);

### **AND**

**Reliance Industries Limited**, a company validly organised and existing under the Companies Act, 1956 with its registered office at Maker Chambers IV, 3rd floor, 222, Nariman Point, Mumbai – 400 021 (“**RIL**”); and

**BP Exploration (Alpha) Limited**, a company validly organised and existing under the laws of England and Wales with its registered office at Chertsey Road, Sunbury on Thames, TW16 7BP, United Kingdom and its project office at 71 & 73, 7th Floor, 2nd North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 (“**BPEAL**”),

(**RIL** and **BPEAL** are hereinafter also referred to individually as “**Seller**” and collectively as “**Sellers**”).

(Each of the above being individually a “**Party**” and collectively the “**Parties**”).

### **1. Recitals**

- (a) Buyer is in the business of \_\_\_\_\_ and desires to purchase Gas from Sellers at the Delivery Point for use at its unit located at \_\_\_\_\_.
- (b) Sellers are parties to the Production Sharing Contract (“**PSC**”) with the Government of India (“**GoI**”) dated April 12, 2000 in respect of Block KG-DWN-98/3 (“**KG D6**”) and a Joint Operating Agreement (“**JOA**”) dated February 22, 2011. Each Seller desires to sell and supply Gas expected to be available to them for sale from the Gas Fields in accordance with the PSC and the JOA to Buyer in a commingled stream in the quantities and subject to the terms stated herein.
- (c) The PSC requires Sellers to maintain accounts in United States Dollars and accordingly all calculations under this Agreement shall be made in United States Dollars and, where necessary, United States Dollars shall be converted into Indian Rupees as provided herein.
- (d) Sellers desire to sell Gas produced from the Gas Fields in a commingled stream and Buyer desires to purchase such Gas for use in Buyer’s Facilities, each in the quantities and subject to the terms stated herein.
- (e) The Parties wish to record the terms and conditions upon which Sellers shall sell and deliver Gas to Buyer and Buyer shall purchase Gas from Sellers in accordance with the terms and conditions of this Agreement.

It is hereby agreed as follows:

## 2. Definitions and Interpretation

### (a) Definitions

**“Adjusted Quarterly Supply Quantity”** means, for any Contract Quarter, the Quarterly Supply Quantity for such Contract Quarter less the Quarterly Deductible Quantities.

**“Affected Party”** has the meaning given to such term in Clause 15(a).

**“Affiliate”** means, from time to time, any Person which: (a) is directly or indirectly controlled by a Party, (b) directly or indirectly, controls a Party or (c) is, directly or indirectly, controlled by a Person 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 of or other ownership interests in such entity, or the right to direct the policies or operations of such entity.

**“Agreement”** means this Agreement for the sale and purchase of Gas, including the Exhibits annexed hereto.

**“Allocated Quantity”** means the quantity of 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.

**“Associated Person”** means in relation to a Party or any Government Official, any Person who is an agent, servant, representative, director, officer or employee of such Person.

**“Authorised Area”** means specified geographical area of \_\_\_\_\_, as authorised by the Petroleum and Natural Gas Regulatory Board to Buyer for City Gas Distribution business.<sup>1</sup>

**“Bar”** shall have the meaning as defined in ISO 80000-1:2009, and **“Bar g”** means Bar gauge.

**“BPEAL”** has the meaning given to such term in the preamble to this Agreement.

**“Bribery Acts”** mean anti-bribery or anti-corruption laws under relevant jurisdiction, as may be applicable to the Parties, which has as its objective, the prevention of corruption including, (a) the Indian Prevention of Corruption Act, 1988; (b) in relation to the offence of abetment, the Indian Penal Code 1860; (c) the 1977 Foreign Corrupt Practices Act of the United States of America; (d) the Bribery Act 2010 of the United Kingdom of Great Britain and Northern Ireland.

**“British Thermal Unit”** or **“Btu”** mean the quantity of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty-nine degrees

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<sup>1</sup> For CGD entities

Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at an absolute pressure of fourteen decimal six nine six pounds per square inch (14.696 psi).

**“Business Day”** means any day other than a Sunday, the second and fourth Saturday of a calendar month or a day declared to be a public holiday under the provisions of the Negotiable Instruments Act, 1881, as applicable in Mumbai.

**“Buyer”** has the meaning given to such term in the preamble to this Agreement.

**“Buyer’s Facilities<sup>2</sup>”** means:

*For CGD entities:* the City Gas Station and City Gas Distribution network including all equipment installed by Buyer in the Authorised Area for City Gas Distribution.

*For aggregators / resellers:* the Gas receiving and handling facilities located at \_\_\_\_\_, at which the PIL pipeline connects with the downstream transporter.

*For other Buyers:* the Gas receiving and handling facilities located at \_\_\_\_\_, at which the Gas sold under this Agreement is to be consumed.

**“City Gas Distribution”** means the interconnected network of Gas pipelines and the associated equipment used for transporting Gas downstream of City Gate Station, from a bulk high pressure transmission main to the medium pressure distribution grid and subsequently to the service pipes supplying Gas to domestic, industrial and commercial segments and CNG stations situated in the Authorised Area<sup>3</sup>

**“City Gate Station”** means the Gas receiving facility of Buyer located downstream of the Transporter’s Facilities and comprises bulk metering, pressure reduction and odourisation equipment.<sup>3</sup>

**“Commissioning Period”** means the period beginning on the Start Date and ending 120 (one hundred and twenty) days from the Start Date or such other date as the Parties may agree.

**“Contract Month”** means the period commencing at 06:00 hours on the first day of a calendar month and ending at 06:00 hours on the first day of the following calendar 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 calendar month, and the last Contract Month shall end on the date of expiration or termination of this Agreement.

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

**“Contract Year”** means the period commencing at 06:00 hours on the first day of April of one calendar year and ending at 06:00 hours on the first day of April of the following

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<sup>2</sup> To be used as applicable

<sup>3</sup> For CGD entities

calendar year, except the first Contract Year shall commence at 06:00 hours on the Start Date and end at 06:00 hours on the first day of April immediately following the Start Date, and the last Contract Year shall end on the date of expiration or termination of this Agreement.

“**Daily Contract Quantity**” or “**DCQ**” has the meaning given to such terms in Clause 6(a).

“**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.

“**Default Interest Rate**” has the meaning given to such term in Clause 18(a).

“**Delivery Point**” means the outlet flange of Sellers’ delivery facilities located at the onshore terminal at Gadimoga near Kakinada, Andhra Pradesh, at which point Sellers’ Facilities are interconnected to the Gas transportation facilities of PIL.

“**Downstream GTA**” means the agreement entered, or shortly to be entered, into between Gas transporter and Buyer (as shipper) for transportation of Gas purchased and sold under this Agreement for onward transportation of Gas downstream of the PIL pipeline up to Buyer’s Facilities.

“**Effective Date**” has the meaning given to such term in the preamble to this Agreement.

“**End Date**” has the meaning given to such term in Clause 3(c).

“**Exchange Rate**” means the average (as rounded off to two decimal places) of the TT (Telegraphic Transfer) buying and selling rates of exchange for converting US\$ to INR, as quoted by SBI applicable to the day on which payment of any amounts due under this Agreement is made, provided that: (a) if SBI releases more than one quote on the applicable day, the first quote of the day shall be used; and (b) if such rate is not available as to any day, the Exchange Rate available for the last quoted day preceding such day shall be used.

“**Expert**” means the person appointed pursuant to, and in accordance with, Clause 23(e).

“**Force Majeure**” has the meaning given to such term in Clause 15(a).

“**Fortnight**” means:

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

provided that the first Fortnight shall begin on the Start Date and the last Fortnight shall end on the End Date, and the term “**Fortnightly**” shall be construed accordingly.

“**Gas**” means wet natural gas, dry natural gas, all other gaseous hydrocarbons, and all substances contained therein (including 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.

**“Gas Fields”** means the R Cluster (D-34), MJ (D-55) and Satellites and Other Satellites (D2, D22, D29 and D30) deep water Gas fields located within the contract area of the PSC for the Block KG-DWN-98/3 (**“KG D6”**) in respect of which development plans have been approved in accordance with the terms of the PSC and from which Sellers have the right to produce Gas.

**“Gas Price”** has the meaning given to such term in Clause 7(a).

**“GoI”** has the meaning given to such term in the Recitals to this Agreement.

**“Governmental Authority”** means any local, regional, state, federal or central government, governmental agency, department, ministry, commission, board, bureau or any other administrative or regulatory authority or instrumentality in India.

**“Government Official”** means, whether appointed, elected or otherwise, any:

- (a) officer or employee of a government or any department, agency or instrumentality of a government;
- (b) person acting in an official capacity or exercising a public function for or on behalf of a country or territory (or any subdivision of such a country or territory) or a government or any department, agency, enterprise or instrumentality of a country or territory (or any subdivision of such a country or territory) or a government;
- (c) officer or employee of a company or business which is majority owned or controlled by a government;
- (d) officer, employee or agent of a public international organisation such as the World Bank or United Nations; and/or
- (e) officer or employee of a political party or any person acting in an official capacity on behalf of a political party.

**“Government Owned Party”** means a Party either that is controlled by a Governmental Authority (as the term “control” is defined in the definition of Affiliate above) or in which a Governmental Authority is the largest shareholder.

**“Gross Calorific Value”** or **“GCV”** means the quantity of heat, expressed in Btu or Kcal, produced by the complete combustion at constant pressure of one (1) Standard Cubic Meter of Gas, with the air at the same temperature and pressure as the Gas and the products of combustion are cooled to original temperature and the water formed by combustion is condensed to liquid state.

**“Indian Rupees”** or **“INR”** means the lawful currency of India.

**“JOA”** has the meaning given to such term in the Recitals to this Agreement.

**“Law”** means all federal, national, central, state, municipal and/or local legislation, ordinances, rules, regulations, statutes, bylaws, administrative requirements, notifications published in official gazettes, registration requirements, permits and other



laws of any Governmental Authority, orders of any court, tribunal or any other judicial body, and any other instrument or pronouncement having the force of law as may be issued and be in force from time to time.

“**Letter of Credit**” has the meaning given to such term in Clause 17(a).

“**Liquidated Damages**” means, in relation to each Replacement Quantity, the difference between:

- (a) all third-party costs, charges, taxes and tariffs directly incurred by Buyer in purchasing such Replacement Quantity and having such Replacement Quantity delivered to Buyer’s Facilities; less
- (b) all costs, charges, Taxes and tariffs Buyer would have incurred had Buyer been supplied such Gas quantity under this Agreement at the Delivery Point and had such Gas quantity been delivered to Buyer’s Facilities,

provided that: (i) in computing the total sum for paragraph (b), the applicable Gas Price for the Gas quantity that should have been delivered shall be the Weighted Average Gas Price for the relevant Contract Quarter; and (ii) if the difference between the total sum determined under paragraph (a) less the total sum determined under paragraph (b) is less than zero (0), then such difference shall be deemed to be zero (0).

“**Make Up Gas**” has the meaning given to such term in Clause 10(c)(i).

“**Measured Quantity**” in respect of a Day means the total quantity of Gas in MMBtu delivered by Sellers at the Delivery Point to all offtakers, as determined in accordance with Clause 12 and Exhibit 4.

“**Measurement Equipment**” has the meaning given to such term in Exhibit 4.

“**MMBtu**” means one million (1,000,000) British Thermal Units.

“**Monthly Allocated Quantity**” means the sum of the Allocated Quantities for each Day of the relevant Contract Month.

“**Monthly Deductible Quantities**” means, for the applicable Contract Month, 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 for the relevant Day that Sellers failed to supply due to Force Majeure to the extent accepted under the PIL GTA and the Downstream GTA; plus
- (b) any quantity of Gas up to the DCQ for the relevant Day that Sellers failed to make available due to: (i) Buyer’s failure to comply with the terms of this Agreement; or (ii) the exercise of Sellers’ right to suspend Gas deliveries pursuant to Clause 19; plus
- (c) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Sellers made available in accordance with the terms of this Agreement but that Buyer failed to take for any reason not otherwise excused by the terms of this Agreement; plus

(d) any quantity of Gas up to the DCQ for the relevant Day which a Party did not nominate or schedule due to Planned Maintenance pursuant to Clause 14.

**“Nominated Daily Quantity”** has the meaning given to such term in Exhibit 3.

**“Participating Interest”** means, in respect of each Seller, the undivided share, expressed as a percentage, of such Sellers’ participation in the rights and obligations under the JOA and PSC, being, at the date of this Agreement, 66.67% for **RIL** and 33.33% for **BPEAL**, or, if such percentages are modified, as may be notified from time to time by Sellers.

**“Party”** and **“Parties”** has the meaning given to such terms in the preamble to this Agreement.

**“Person”** means any natural person, firm, corporation, company, voluntary association, partnership, limited liability partnership, joint venture, trust, limited organisation, competent authority or other entity including either Party, their Affiliates and Associated Persons.

**“PIL”** means Pipeline Infrastructure Limited, a company incorporated under the Companies Act 2013 having its registered office at Unit 703, 7th Floor, Tower 3, Equinox Business Park, Off BKC, Kurla West, Mumbai-400070.

**“PIL GTA”** means the agreement (such agreement being a single agreement to transport Gas under this Agreement) entered, or shortly to be entered, into between PIL (as transporter) and Buyer (as shipper) for transportation of Gas purchased and sold under this Agreement.

**“Planned Maintenance”** means any maintenance activities scheduled at Buyer’s Facilities, Sellers’ Facilities or Transporter’s Facilities in accordance with the requirements of any applicable equipment manufacturer or otherwise in accordance with the owner or operator of such facilities duty to act as a Reasonable and Prudent Operator, that may temporarily restrict capacity to consume, produce, deliver or transport Gas (as the case may be) in Buyer’s Facilities, Sellers’ Facilities or Transporter’s Facilities.

**“PPAC Gas Price Ceiling”** means the ceiling price of domestic natural gas as notified by Petroleum Planning and Analysis Cell (PPAC) from time to time, pursuant to Ministry of Petroleum and Natural Gas notification O-22013/27/2012-ONG-D-V (Vol-II) dated 21.3.2016 on “Marketing including pricing freedom for the gas to be produced from Discoveries in Deepwater, Ultra Deepwater and High Pressure – High Temperature areas”.

**“PSC”** has the meaning given to such term in the Recitals to this Agreement.

**“Quarter”** means each of the following periods as the context requires: 1 January until 31 March; 1 April until 30 June; 1 July until 30 September; and 1 October until 31 December (all dates inclusive) and **“Quarterly”** shall be construed accordingly.

**“Quarterly Allocated Quantity”** means the sum of the Allocated Quantities for each Day of the relevant Contract Quarter.

**“Quarterly Deductible Quantities”** means, for the applicable Contract Quarter, the sum of the following quantities for each Day during such Contract Quarter (but without double counting any of the following quantities):

- (a) any quantity of Gas up to the DCQ for the relevant Day that Sellers failed to supply due to Force Majeure; plus
- (b) any quantity of Gas up to the DCQ for the relevant Day that Sellers failed to make available due to: (i) Buyer’s failure to comply with the terms of this Agreement; or (ii) the exercise of Sellers’ right to suspend Gas deliveries pursuant to Clause 19; plus
- (c) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Sellers made available in accordance with the terms of this Agreement but that Buyer failed to take for any reason not otherwise excused by the terms of this Agreement; plus
- (d) any quantity of Gas up to the DCQ for the relevant Day which a Party did not nominate or schedule due to Planned Maintenance pursuant to Clause 14.

**“Quarterly Deficiency Payment”** has the meaning given to such term in Clause 10(b)(ii).

**“Quarterly Deficiency Quantity”** means, for each Contract Quarter, the difference, if positive, between: (a) the Take or Pay Quantity for such Contract Quarter; and (b) the Quarterly Allocated Quantity for such Contract Quarter. If the result is a negative number, the Quarterly Deficiency Quantity for such Contract Quarter shall be deemed to be zero (0).

**“Quarterly Offtake Quantity”** means, for each Contract Quarter, the quantity of Gas equal to the sum of the DCQs in effect on each Day of the relevant Contract Quarter.

**“Quarterly Supply Quantity”** means, for each Contract Quarter, the quantity of Gas equal to **eighty percent (80%)** of the sum of the Nominated Daily Quantities for each Day of such Contract Quarter.

**“Reasonable and Prudent Operator”** means a person seeking in good faith to perform its contractual obligations and, in the process of doing so and in the overall conduct of its whole undertaking exercising that degree of diligence, skill, 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 complying with all applicable Laws, and any reference to the standard of a Reasonable and Prudent Operator means such degree of diligence, skill, prudence and foresight as aforesaid.

**“Recovery Period”** means, subject to Clause 10(d), the period commencing at the end of the Term and continuing for a number of Days equal to the lower of:

- (a) the number of Days determined by dividing:
  - (i) the aggregate of Make Up Gas not taken as of the end of the Term; by
  - (ii) eighty percent (80%) of DCQ in effect immediately prior to the end of the Term,

provided that, if the calculation above yields a fraction of a Day, then the result shall be rounded up to a whole Day; and

- (b) fifteen (15) Days multiplied by the number of whole years bid by the Buyer in the RFP Process.

**“Related Dispute”** has the meaning given to such term in Clause 23(g).

**“Replacement Quantity”** has the meaning given to such term in Clause 11(d).

**“Restricted Party”** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by either Seller and/or their Affiliates are prohibited or restricted.

**“RFP Process”** means the process of selecting buyers of Gas from the Gas Fields provided in the Request for Proposal No. RFP/KGD6/2020/001 issued by the Sellers dated 30 December 2020.

**“RIL”** has the meaning given to such term in the preamble to this Agreement.

**“SBI”** means the State Bank of India.

**“SBIMCLR”** has the meaning given to such term in Clause 18(a).

**“Scheduled Daily Quantity”** has the meaning given to such term in Exhibit 3.

**“Scheduled Quarterly Supply Quantity”** has the meaning given to such term in Clause 11(g).

**“Seller” and “Sellers”** has the meaning given to such term in the preamble to this Agreement.

**“Sellers’ Facilities”** means the reservoirs in the Gas Fields and any platforms, pipelines, wells, plant, machinery or any other equipment or facilities used or to be used from time to time by Sellers to produce, gather, receive, process, compress, store, treat, transport, meter, test, or deliver Gas at the Delivery Point for sale to Buyer.

**“Sellers’ Representative”** has the meaning given to such term in Clause 24(e).

**“Ship or Pay Payments”** has the meaning given to such term in the PIL GTA and the Downstream GTA.

**“Shortfall Quantity”** means, for each Contract Quarter, the difference, if positive, between: (a) the Adjusted Quarterly Supply Quantity for such Contract Quarter; and (b) the Quarterly Allocated Quantity for such Contract Quarter. If the result is a negative number, the Shortfall Quantity for such Contract Quarter shall be deemed to be zero (0).

**“Specifications”** means the Gas quality specifications set out in Exhibit 2.

**“Standard Cubic Meter”** means the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of 15°C (fifteen degrees Celsius) under an absolute pressure of 1.01325 Bar (one decimal zero one three two five Bar).

**“Start Date”** has the meaning given to such term in Clause 3(b).

**“Take or Pay Quantity”** means for each Contract Quarter, **eighty percent (80%)** of the Quarterly Offtake Quantity for such Contract Quarter less the sum of the following quantities for each Day during such Contract Quarter (but without double counting any of the following quantities):

- (a) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day and that Buyer was prevented from purchasing and taking by reason of Force Majeure; plus
- (b) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Sellers failed to make available for delivery unless such failure was:
  - (i) caused by Buyer’s failure to comply with the terms of this Agreement; or
  - (ii) due to the exercise of Sellers’ right to suspend Gas deliveries pursuant to Clause 19; plus
- (c) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day that Buyer would have purchased and taken but which Buyer rejected in accordance with Clause 13 because it failed to meet the Specifications; plus
- (d) any quantity of Gas up to the DCQ for the relevant Day which a Party did not nominate or schedule due to Planned Maintenance pursuant to Clause 14.

**“Taxes”** means any and all present or future statutory taxes, levies, duties, cesses, charges, withholdings and imposts, or any similar charges or levies enacted, imposed by a court or judicial order or demanded by any Governmental Authority (or asserted by such Governmental Authority to be owing or to become owing in the future) from time to time including sales tax, value added tax, goods and services tax, excise duty, customs duty, local body tax, entry tax, advance tax, additional tax, octroi duty, works contract tax, construction cess, service tax and stamp duty, but shall not include any corporate or income taxes. For the avoidance of doubt, if any of the foregoing are enacted, imposed or demanded (by a provisional or final demand) by such Governmental Authority, court or judicial authority but the enactment or imposition or demand of which is subject to a challenge as to their validity, efficacy, effect, or amount, such charges or levies shall nonetheless constitute Taxes unless and until a court of competent jurisdiction shall have determined by a final order or judgment (against which no appeal may be brought, or, if any appeal shall have been brought, the appeal shall have been disposed of) that the charges or levies are invalid or ineffective for any reason including that the legislative provision or enactment pursuant to which such charge or levy has been brought or levied is invalid or ineffective or such charge or levy was not made or levied effectively by the Governmental Authority.

**“Term”** means the period from the Effective Date until the End Date.

**“Transporter’s Facilities”** means the Gas pipeline, compression, measurement, and related facilities required to transport the Gas received under this Agreement from the Delivery Point to the inlet to Buyer’s Facilities.

**“Underdelivered Quantity”** has the meaning given to such term in Clause 11(f).

**“United States Dollars”** or **“US\$”** means the lawful currency of the United States of America.

“**Week**” means a period of seven (7) consecutive Days beginning at 06:00 hours on a Monday and ending at 06:00 hours on the following Monday and “**Weekly**” shall be construed accordingly.

“**Weighted Average Gas Price**” means in respect of any Contract Quarter, the US\$ per MMBtu price (on GCV basis) equal to the quotient of: (a) the aggregate of the product of the Gas Price applicable on each Day of such Contract Quarter; and the DCQ for such Day; and (b) the sum of the DCQs for each Day of such Contract Quarter.

(b) Interpretation

Within this Agreement:

- (i) references to Recitals, Clauses and Schedules shall mean Recitals to, Clauses of and Schedules to this Agreement unless expressly stated otherwise;
- (ii) references to the singular shall include the plural and vice versa unless the context provides otherwise;
- (iii) references to any gender shall include a reference to the other gender;
- (iv) references to other agreements or to any statute, rule or regulation or instrument (excluding, unless otherwise agreed, a standard not having the force of law) shall mean the same as amended, modified or replaced from time to time;
- (v) references to a Party in this Agreement or any other document or agreement includes its successors in title and permitted transferees and assignees;
- (vi) the words "include" and "including" shall be deemed to be qualified by a reference to "without limitation";
- (vii) all references to a time shall mean reference to Indian Standard Time (IST) unless expressly stated otherwise;
- (viii) Clause and Schedule headings are for ease of reference only;
- (ix) Reference to any quantity of Gas in this Agreement shall be in MMBtu; and
- (x) Reference to MMBtu means MMBtu on Gross Calorific Value (GCV) basis.

**3. Duration and Start Date**

- (a) Term: Upon execution by both Parties, this Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect until the End Date.
- (b) Start Date: The start date for Gas deliveries at the Delivery Point shall be February 01, 2021 (“**Start Date**”).

Sellers shall ensure that Sellers’ Facilities shall be capable and ready to commence Gas supply by no later than the Start Date and Buyer shall ensure that Buyer's Facilities and its gas Transporter's Facilities, as applicable, shall be capable and ready to facilitate commencement of Gas supply by no later than the Start Date.

- (c) End Date: The “**End Date**” shall be the earlier to occur of:
- (i) \_\_\_\_\_ anniversary of the Start Date [*as determined for the Buyer pursuant to e-Bidding Process in accordance with the RFP Process*]; or
  - (ii) the date of termination of this Agreement in accordance with its terms.

#### **4. Scope**

- (a) Scope of Sellers’ Obligations: From and after the Start Date, each Seller shall sell and make available for delivery to Buyer, Gas at the Delivery Point from the Gas Fields in a daily quantity not exceeding the DCQ for the relevant Day, at the Gas Price and subject to the terms and conditions of this Agreement. Sellers shall deliver the Gas to Buyer or Buyer’s designee at the Delivery Point for onward transmission to Buyer’s Facilities. Sellers’ obligation to make Gas available to Buyer at the Delivery Point is limited to making available a quantity of Gas equal to the lower of the DCQ or the Nominated Daily Quantity for the applicable Day. If, on any Day, Sellers have insufficient Gas available from the Gas Fields, Sellers may, in their sole discretion, supply Gas produced from other sources of Gas. Further, Buyer acknowledges that Gas produced from the Gas Fields may, from time to time, be commingled with Gas from other sources and consequently the Gas delivered to Buyer under this Agreement will, from time to time, be Gas from such commingled stream.
- (b) Scope of Buyer’s Obligations: From and after the Start Date, Buyer shall purchase from each Seller and pay for, or pay for if not taken, Gas in the quantities of each Seller’s Participating Interest share and at the Gas Price and subject to the terms and conditions of this Agreement. Buyer or Buyer’s designee shall take delivery of Gas purchased under this Agreement at the Delivery Point. Buyer shall cause the Gas to be transported to Buyer’s Facilities and shall make all requisite arrangements for the transportation of Gas from the Delivery Point to Buyer’s Facilities. Buyer shall employ services of one or more pipelines and transporters to act in succession so as to ensure that the movement is continuous and that the Gas is transported to Buyer’s Facilities. Delivery of possession from one pipeline to another made in the course of transportation of Gas to Buyer’s Facilities shall be only for the purpose of making of an integrated and continuous movement of Gas from the Delivery Point to Buyer’s Facilities. Prior to the Start Date, Buyer shall provide Sellers, in writing, details of the transportation arrangement (including name of transporters, capacity booked, tenure, entry point and exit point under PIL GTA and Downstream GTA) for transportation of Gas to be purchased under this Agreement from Delivery Point to Buyer’s Facilities. Buyer agrees and undertakes to intimate Sellers in writing of any change in the transportation arrangement during the term of this Agreement.
- (c) Use of Gas:  
*For CGD entities*: Buyer covenants that it shall:

- (i) sell Gas purchased under this Agreement only to its consumers in the Authorised Area and;
- (ii) not use (or allow the use of) Gas purchased under this Agreement except as provided in Clause 4(c)(i) above (excluding, in either case, Gas that is lost or consumed in Transporter's Facilities while being transported from the Delivery Point to Buyer's Facilities and Gas that is lost or consumed in Buyer's Facilities while carrying out the distribution of Gas),

provided that Buyer may submit a written request to Sellers for a change of its designated use of Gas and/or designated Buyer's Facilities, with such written request setting out a detailed explanation for the requested changes, and upon the approval of Sellers (such approval not to be unreasonably withheld) and the necessary amendments being made to this Agreement, Buyer's requested changes shall take effect.

*For aggregators / resellers:* Buyer covenants that it shall not:

- (i) sell Gas purchased under this Agreement (or commit to do any of the foregoing) except to its customers at or downstream of the Buyer's Facilities.
- (ii) use (or allow the use of) Gas purchased under this Agreement except as provided in Clause 4(c)(i) above (excluding, in either case, Gas that is lost or consumed in Transporter's Facilities while being transported from the Delivery Point to Buyer's Facilities and Gas that is lost or consumed in pipeline of downstream transporter while being transported from Buyer's Facilities to its customers),

provided that Buyer may submit a written request to Sellers for a change of its designated use of Gas and/or designated Buyer's Facilities, with such written request setting out a detailed explanation for the requested changes, and upon the approval of Sellers (such approval not to be unreasonably withheld) and the necessary amendments being made to this Agreement, Buyer's requested changes shall take effect.

*For other buyers:* Buyer covenants that it shall not:

- (i) sell (or purport to sell) or transfer title in any manner whatsoever to the Gas purchased under this Agreement (or commit to do any of the foregoing); or
- (ii) use (or allow the use of) Gas purchased under this Agreement except for consumption in Buyer's Facilities (excluding, in either case, Gas that is lost or consumed in Transporter's Facilities while being transported from the Delivery Point to Buyer's Facilities),

provided that Buyer may submit a written request to Sellers for a change of its designated use of Gas and/or designated Buyer's Facilities, with such written request setting out a detailed explanation for the requested changes, and upon the approval of Sellers (such approval not to be unreasonably withheld) and the



necessary amendments being made to this Agreement, Buyer's requested changes shall take effect.

- (d) Rates of Delivery: Gas shall be offtaken by Buyer at uniform hourly rates except as otherwise agreed. The Parties shall cooperate in implementing, to the extent reasonably practicable, even delivery rates so as to facilitate smooth performance of deliveries.
- (e) Source of Gas: Nothing in this Agreement shall require or be construed as an obligation on Sellers to sell or make available Gas to Buyer at the Delivery Point other than Gas produced from the Gas Fields.

## 5. Transfer of Property and Risk

- (a) Sellers shall make all Gas supplied hereunder available to Buyer 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 Gas from the Delivery Point to the Buyer's Facilities.
- (b) Property (title) in and risk of loss of the Gas delivered hereunder shall pass from each Seller to Buyer at the Delivery Point on delivery of such Gas to the Buyer or its designee.

## 6. Quantities

- (a) The "**Daily Contract Quantity**" or "**DCQ**" shall be the quantity of Gas in MMBtu per Day specified in Exhibit 1, which quantity may be subject to modification pursuant to the provisions of this Agreement.
- (b) Gas that Sellers make available to Buyer hereunder shall be made available at the Delivery Point at an operating pressure in the range 40 to 60 Bar g. If during a Day, Sellers make available Gas upstream of the Delivery Point at a pressure in the range 40 to 60 Bar g, then Sellers will have fulfilled their obligation to make available the Nominated Daily Quantity for such Day.

## 7. Gas Price

- (a) For each Contract Month, the gas price (the "**Gas Price**") (rounded to three (3) decimal points) in US\$/MMBtu (GCV) shall be the lower of:
  - (i) JKM + V or
  - (ii) PPAC Gas Price Ceiling,

Where:

- A. "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;

“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;

“M” is the calendar month in which the Gas is to be supplied;

“Commodity Business Day” shall mean a day in respect of which Platts LNG Daily published prices for “DES Japan/Korea Marker (JKM)”;

“JKM Marker Price Table” means the section headed “DES Japan/Korea Marker (JKM)” of the table “Platts daily LNG markers (USD/MMBtu)” published in Platts LNG Daily;

“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.

B.  $V = \text{___} \text{ US\$/MMBtu (GCV) [as determined for the Buyer pursuant to e-Bidding Process in accordance with the RFP Process].}$

- (b) Parties expressly acknowledge and agree that if the PPAC Gas Price Ceiling is withdrawn by the Governmental Authority, then Buyer agrees to pay to the Sellers the Gas Price computed in accordance with Clause 7(a)(i) above (without considering PPAC Gas Price Ceiling), during the term of the Agreement for the Gas delivered under this Agreement, effective from the date of such withdrawal of PPAC Gas Price Ceiling by the Governmental Authority.
- (c) The Gas Price throughout the Term of this Agreement shall be calculated by Sellers on a GCV basis and shall be notified to Buyer each calendar month in the invoices issued under Clause 16.
- (d) The Gas Price shall be exclusive of Taxes. Buyer shall assume full and exclusive liability for Taxes as provided in Clause 20.
- (e) Sellers shall bear any royalty arising under the PSC on Gas sold to Buyer under this Agreement.

## **8. Nominations, Scheduling and Allocation**

Nomination, scheduling and allocation of the Gas to be sold and purchased hereunder shall be in accordance with the procedure set out in Exhibit 3. Buyer shall nominate the desired Gas quantities for each Day up to the DCQ.

## 9. Commissioning Period

- (a) During the Commissioning Period, Sellers may (in their discretion) supply Gas and Buyer may (in its discretion) take delivery of Gas, but Sellers shall have no obligation to supply Gas (or liability for failure to supply Gas) and Buyer shall have no obligation to take Gas (or liability for failure to take Gas) during such period. Buyer shall pay Sellers for the Allocated Quantity of Gas supplied during the Commissioning Period at the Gas Price and any Gas deliveries during the Commissioning Period shall be subject to the other provisions of this Agreement excluding Clauses 10 and 11, which shall not apply.
- (b) The determination of, Quarterly Offtake Quantity, Quarterly Deficiency Quantity, Quarterly Supply Quantity, Adjusted Quarterly Supply Quantity and Shortfall Quantity shall exclude any relevant period falling within the Commissioning Period, notwithstanding any provision hereof to the contrary.

## 10. Take or Pay Obligations

- (a) Commissioning Period and Recovery Period: The provisions of this Clause 10 shall not apply in respect of the Commissioning Period and the provisions of Clauses 10(b) to 10(c) shall not apply in respect of the Recovery Period.
- (b) Quarterly Take or Pay Obligation:
  - (i) In each Contract Quarter, Buyer shall be obliged to take and pay for, or pay for if not taken, a quantity of Gas at least equal to the Take or Pay Quantity for such Contract Quarter.
  - (ii) If, in any Contract Quarter, Buyer fails to take the Take or Pay Quantity for such Contract Quarter, then Buyer shall pay Sellers an amount for the relevant Quarterly Deficiency Quantity (such amount the “**Quarterly Deficiency Payment**”), which shall be an amount equal to the product of: (A) the Weighted Average Gas Price applicable during such Contract Quarter; and (B) the Quarterly Deficiency Quantity for such Contract Quarter.
- (c) Make Up Gas:
  - (i) The quantity of Gas equal to any Quarterly Deficiency Quantity for which Buyer has paid a Quarterly Deficiency Payment shall constitute “**Make Up Gas**” accrued during the Contract Quarter in which such Quarterly Deficiency Quantity arose.
  - (ii) If Buyer has accrued a right to Make Up Gas in any Contract Quarter, then in any subsequent Contract Quarter, once the Buyer has first taken the Take or Pay Quantity for such subsequent Contract Quarter, Buyer shall have the right to receive a credit for all Make Up Gas quantities taken above the Take or Pay Quantity, calculated in accordance with Clause 10(c)(iii) below.

If the Buyer is entitled to take Make Up Gas in a Contract Quarter, the quantity of Make Up Gas that Buyer can take shall equal the lower of:

(A) the outstanding balance of Make Up Gas at the beginning of such Contract Quarter; and (B) the difference between the Quarterly Allocated Quantity and the Take or Pay Quantity for such Contract Quarter.

The order in which the credit for such Make Up Gas shall be applied shall be the same order in which the Make Up Gas was accrued. Except as expressly provided in Clause 10(d), Sellers shall have no liability for failure to supply Make Up Gas. Once the Buyer has received a credit for any quantity of Make Up Gas, Buyer's right to such Make Up Gas is extinguished.

- (iii) In any Contract Quarter, Buyer shall pay for all quantities of Gas taken as Make Up Gas at the Gas Price applicable when the Make Up Gas is taken, and shall pay all other amounts payable under this Agreement in respect of Gas deliveries, provided that, at the end of such Contract Quarter, Buyer shall receive a credit for an amount equal to the Make Up Gas taken during that Contract Quarter multiplied by the lower of:
- (A) the Weighted Average Gas Price for such Contract Quarter during which Make Up Gas is delivered; and
  - (B) the Weighted Average Gas Price previously paid in respect of the Quarterly Deficiency Quantity that gave rise to the Make Up Gas right.

The credit received by Buyer under this Clause 10(c)(iii) shall be applied against amounts due from Buyer under the first invoice of the subsequent Contract Quarter or, if in excess thereof, against subsequent invoices.

For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of the Quarterly Deficiency Quantity above the Gas Price prevailing at the time the Make Up Gas is delivered.

- (d) Recovery Period:
- (i) If at the end of the Term there is any Make Up Gas remaining that has not been taken by Buyer during the Term, this Agreement shall be extended for the Recovery Period to allow Make Up Gas to be taken at a daily rate of up to the DCQ in effect immediately prior to the end of the Term, provided that there shall be no Recovery Period if this Agreement is terminated by Sellers pursuant to Clauses 15(f)(ii), 19 or 25. Buyer shall have no further rights to take Gas during the Recovery Period after it has taken such remaining Make Up Gas, and after such remaining Make Up Gas has been delivered, the Recovery Period shall be deemed to have expired.
  - (ii) All Gas supplied during the Recovery Period shall be Make Up Gas. There shall be no contract quantity or supply quantity during the Recovery Period and Sellers shall not be liable for any

shortfall or Buyer for take-or-pay obligations and the provisions of Clauses 10(b), 10(c) and 11 shall not apply to the supply of Gas during such period.

- (iii) The Gas Price that shall apply to all Gas delivered during the Recovery Period shall be the relevant Gas Price as in effect at the time of Gas delivery. During the Recovery Period, Buyer shall pay for all Gas, pursuant to Fortnightly invoices, at the relevant Gas Price and shall pay all other amounts payable under this Agreement in respect of Gas deliveries.

Buyer shall receive a credit against each Fortnightly invoice for Gas taken as Make Up Gas during the Recovery Period for an amount equal to the Make Up Gas taken during that Fortnight multiplied by the lower of:

- (A) the Gas Price applicable during such Fortnight; and
- (B) the Weighted Average Gas Price previously paid in respect of the Quarterly Deficiency Quantity that gave rise to the Make Up Gas right.

For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of the Quarterly Deficiency Quantity above the Gas Price prevailing at the time the Make Up Gas is delivered. The order in which the credit for such Make Up Gas shall be applied shall be the same order in which the Make Up Gas was accrued.

- (iv) If Buyer fails to nominate any Make Up Gas or Make Up Gas has been scheduled by Sellers during the Recovery Period and such quantity has not been taken by the Buyer, then the Sellers shall have no further obligations whatsoever towards such Make Up Gas quantity and Sellers shall not be required to deliver such Make Up Gas or make any payment, credit, refund or other adjustment to Buyer in respect of any such quantity of Make Up Gas.
- (v) If, upon the expiry of the Recovery Period, Buyer has failed to take any remaining Make Up Gas, then Buyer shall forfeit any and all rights to such remaining Make Up Gas, and Sellers shall not be required to deliver such Make Up Gas or to make any payment, credit, refund or other adjustment to Buyer in respect of any such outstanding Make Up Gas.

## **11. Sellers' Supply Obligations**

- (a) The provisions of this Clause 11 shall not apply to the Commissioning Period and the Recovery Period.
- (b) Each Contract Quarter, Sellers shall be deemed to have fulfilled their Gas supply obligations under this Agreement for such Contract Quarter to the extent

Sellers made available for delivery to Buyer the applicable Adjusted Quarterly Supply Quantity at the Delivery Point in accordance with the terms and conditions hereof, irrespective of whether Buyer offtakes such quantities of Gas at the Delivery Point.

- (c) All Gas taken by Buyer that fails to meet the Specifications shall not be part of the Shortfall Quantity. Any Gas that fails to meet the Specifications that was rejected by Buyer in accordance with Clause 13 shall, for the purposes of determining the Shortfall Quantity, be considered as not having been made available by Sellers.
- (d) If a Shortfall Quantity arises in a Contract Quarter, then, subject to Clause 11(e), Sellers shall reimburse Buyer as Liquidated Damages for the purchase by Buyer of a quantity of Gas equal to such Shortfall Quantity (each a “**Replacement Quantity**”). As a condition to receiving such Liquidated Damages, Buyer shall: (i) use its best endeavours to procure each Replacement Quantity on a competitive basis or on reasonable price basis in case competitive bidding process for procuring Replacement Quantity could not be followed to reduce the purchase price of such Replacement Quantity; (ii) use its best endeavours to minimise the Liquidated Damages; and (iii) provide Sellers detailed documentary evidence of all costs, charges and tariffs claimed by Buyer as part of such Liquidated Damages.
- (e) In any Contract Year, the maximum aggregate liability of Sellers to Buyer, for any and all Liquidated Damages under Clause 11(d) shall be no more than an amount equal to the product of: (i) thirty (30) days; (ii) the DCQ in effect on the first Day of such Contract Year; and (iii) the Gas Price applicable on the first Day of such Contract Year (provided that the limit shall be reduced proportionally for (i) any Contract Year that contains fewer than three hundred sixty five (365) days or (ii) for any Contract Year having Commissioning Period and Recovery Period).
- (f) If in any Contract Month, the Monthly Allocated Quantity is less than:
  - (i) ninety percent (90%) multiplied by,
  - (ii) the sum of the Nominated Daily Quantities less sum of the Monthly Deductible Quantities for each Day of such Contract Month,(above difference being the “**Underdelivered Quantity**”),

then Sellers shall reimburse Buyer for the Ship or Pay Payments actually incurred by Buyer and which would not have been payable if Sellers made available for delivery the Underdelivered Quantity for such Contract Month, provided that, prior to any such reimbursement Buyer shall provide Sellers with: (i) documentary proof of its having made such Ship or Pay Payments; and (ii) with such other documents and explanations as Sellers may reasonably require in support of such reimbursement.

- (g) Parties understand that mitigation of the Sellers’ liability to pay the Ship or Pay Payments as per Clause 11(f) is a mutual responsibility of the Buyer and the

Sellers and Parties shall cooperate to take relevant actions to mitigate such Ship or Pay Payments. Shortly before the start of each Contract Quarter, Sellers shall notify Buyer about the expected Gas supplies from the Gas Fields for the next three (3) Contract Months and the Gas supply level that Sellers are likely to be able to deliver under this Agreement (the “**Scheduled Quarterly Supply Quantity**”).

- (h) In any Contract Year, the aggregate of Sellers’ reimbursement obligations under Clause 11(f) shall be limited to the Ship or Pay Payments relating to an aggregate Underdelivered Quantity equal to ninety (90) Days multiplied by the DCQ in effect on the first Day for such Contract Year (provided that the limit shall be reduced proportionally for (i) any Contract Year that contains fewer than three hundred sixty five (365) days or (ii) for any Contract Year having Commissioning Period and Recovery Period).
- (i) The provisions of this Clause 11 are subject to the limitations of liability set-out in Clause 21, and Buyer’s rights under this Clause 11 for reimbursement of any Ship or Pay Payments and Liquidated Damages shall be Buyer’s sole remedy for Sellers’ failure to make Gas available for delivery under this Agreement. The Parties agree that reimbursement of the Ship or Pay Payments and Liquidated Damages are a genuine pre-estimate of likely or possible loss or damages and shall not in any way be construed to be a penalty.
- (j) Sellers’ compliance with the provisions of this Clause 11 shall be in full settlement of any claim which Buyer might otherwise have against Sellers for damages for any failure by Sellers to make Gas available for delivery under this Agreement, and Buyer shall not assert any claim (at law or in equity or otherwise, including for injunctive relief or specific performance) for any additional relief in respect of any failure by Sellers to make Gas available for delivery under this Agreement. Notwithstanding any other provision of this Agreement, Sellers shall not be liable for any Shortfall Quantity, shortfall in Gas delivery or reduction in DCQ that arises from, is related to, or is caused by the Gol taking Gas in kind under the PSC.

## **12. Measurement**

Gas shall be sold on the basis of quantity measurement and quality determination as set out in Exhibit 4. The quantity of Gas sold to Buyer each Day is the Allocated Quantity determined under Exhibit 3.

## **13. Quality**

Gas delivered under this Agreement shall meet the Specifications set out in Exhibit 2. Buyer shall use all reasonable endeavours to accept delivery of any Gas that does not meet the Specifications but, if after using its reasonable endeavours the Buyer is unable to accept such Gas, then Buyer may reject Gas which does not meet such Specifications. Sellers shall notify Buyer if Gas made available at the Delivery Point does not (or is likely to not) meet the Specifications as soon as reasonably practicable following Sellers becoming aware of the same. If Buyer unknowingly accepts Gas not meeting the

Specifications, Sellers shall reimburse to Buyer the actual documented costs reasonably incurred and paid by Buyer to PIL in treating or blending such Gas as a direct consequence of such Gas having been delivered out of Specifications, provided that such claim is made within thirty (30) days of such cost being incurred by Buyer.

#### **14. Planned Maintenance**

- (a) Sellers may designate up to twenty (20) Days of Planned Maintenance on Sellers' Facilities during each Contract Year commencing as of the end of the Commissioning Period. Sellers shall be entitled to reduce (including down to zero (0)) its Gas scheduling under Clause 8 and Exhibit 3 for each Day of Planned Maintenance.
- (b) Buyer may designate up to an aggregate of twenty (20) Days of Planned Maintenance on Buyer's Facilities or Transporter's Facilities during each Contract Year commencing as of the end of the Commissioning Period. Buyer shall be entitled to reduce (including down to zero (0)) its Gas nominations under Clause 8 and Exhibit 3 for each Day of Planned Maintenance.
- (c) A Party shall not designate more than two (2) periods of Planned Maintenance in a Contract Year. Planned Maintenance Days shall be whole Days. If a Contract Year is less than three hundred sixty five (365) days (and for this purpose, the Commissioning Period shall be excluded from the first Contract Year), the number of Days allowance in Clauses 14(a) and (b) above shall be proportionately reduced, provided that in such reduction, any fraction of a Day shall be rounded up to a whole Day. If a Party desires to take partial shutdown Days for Planned Maintenance, the number of Days allowance in Clauses 14(a) and (b) above may be extended by mutual agreement of the Parties in writing to accommodate such partial shutdown Days.
- (d) The Parties shall (i) with respect to the first Contract Year, no later than thirty (30) days after the Start Date, and (ii) for any other Contract Year, no later than thirty (30) days in advance of the start of such Contract Year, 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 applicable Contract Year; provided, however, if the Parties fail to timely reach agreement on the timing and duration of any such Planned Maintenance, the owner and/or operator of each such facility may schedule such Planned Maintenance in its sole discretion.
- (e) If it becomes necessary or desirable for the Parties to change the schedule of any Planned Maintenance established under Clause 14(d) above, then Sellers or Buyer, as applicable, shall give the other Party not less than thirty (30) days' notice of the Days on which such Party shall carry out any such Planned



Maintenance, and the Parties will discuss in good faith and use all reasonable endeavours to reach an agreement on such changes to the schedule of Planned Maintenance.

- (f) The Parties shall use all reasonable endeavours to synchronise Planned Maintenance among Buyer's Facilities, Transporter's Facilities and Sellers' Facilities.

## 15. Force Majeure

- (a) Definition: The term "**Force Majeure**" means any event or circumstance or combination of events or circumstances that: (1) prevent or delay the affected Party (the "**Affected Party**") from performing in whole or in part its obligations pursuant to the terms of this Agreement; (2) are unforeseen and not within the Affected Party's reasonable control; and (3) are unavoidable by the exercise of due diligence by the Affected Party acting as a Reasonable and Prudent Operator under the relevant circumstances. Subject to satisfaction of the conditions specified in items (1), (2), and (3) above, Force Majeure shall include the following:

- (i) any act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) 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;
- (vi) strike, lockout or other industrial disturbances which are not due to the breach of any labour agreement by the Affected Party;
- (vii) radioactive contamination or ionizing radiation;
- (viii) loss, failure, impediment, restriction in output or deliverability of reservoirs in the Gas Fields;
- (ix) any loss, impediment, restriction, withdrawal, non-renewal, cancellation or termination of the PSC;
- (x) any unlawful or discriminatory delay, modification, denial or refusal of any Governmental Authority to grant or renew, or any revocation of any required permits, clearances, or approvals;
- (xi) any act/action or inaction of a Governmental Authority or compliance with

such acts, directly affecting the ability of Buyer or Sellers to perform its obligations under this Agreement;

- (xii) the expropriation or compulsory acquisition by any Governmental Authority of any assets, including shares, of Buyer or Sellers, excluding in the case of a Government Owned Party any such acquisition of that Party's assets by any Governmental Authority; or
- (xiii) any decision, direction or order of a Governmental Authority, court or judicial authority pursuant to the terms of the PSC.

(b) Limitations and Exclusions:

- (i) Notwithstanding anything to the contrary in this Clause 15, if, at any time during the Term of this Agreement, the Buyer is a Government Owned Party, then Buyer may not claim an event of Force Majeure for any action or inaction of a Governmental Authority that prevents Buyer from complying with any obligation under this Agreement unless such action or inaction applies equally to all public and private entities doing business in India and was not undertaken by the Governmental Authority to benefit Buyer.
- (ii) Where an act, event or circumstance that primarily affects a third party or third parties (including a Party's construction or operating and maintenance contractors) prevents or delays a Party's performance hereunder, such act, event or circumstance shall constitute Force Majeure hereunder as to such Party if, and only if, it is of a kind or character that, if it had happened to a Party, such act, event or circumstance would have come within the definition of Force Majeure under this Agreement. Force Majeure may be applicable for events or circumstances affecting Sellers' Facilities or Buyer's Facilities, or Transporter's Facilities.
- (iii) Notwithstanding anything to the contrary in this Clause 15, Force Majeure shall not include:
  - (A) any event or circumstance affecting facilities other than Sellers' Facilities, Buyer's Facilities, or Transporter's Facilities;
  - (B) 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;

- (C) the non-availability or lack of funds or failure to pay money when due; and
- (D) where Buyer is the Affected Party, an executive act of any Governmental Authority unless such executive act (1) is generally applicable to all public and private entities doing business in India, and (2) was not undertaken by the Governmental Authority principally to benefit Buyer.

(c) Notice and Reporting:

- (i) The Affected Party shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (2) days after such commencement date, notify the other Party in writing of such event of Force Majeure and provide the following information:
  - (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 and full details of the measures the Affected Party is taking to overcome or circumvent such Force Majeure.
- (ii) The Affected Party shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any such facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(d) Mitigation Responsibility:

- (i) 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, provided, however, that the settlement of strikes or differences with employees shall be within the discretion of the Party having the difficulty, and relief under this Clause 15 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.
- (ii) The Affected Party shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause 15 and that it has exercised reasonable diligence efforts to

remedy the cause of any alleged Force Majeure.

- (iii) 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.

(e) Consequences of Force Majeure:

- (i) Provided the Affected Party has complied and continues to comply with the obligations of this Clause 15, and subject to the further provisions of this Agreement, 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.
- (ii) The Term of this Agreement shall not be extended due to an event of Force Majeure.

(f) Force Majeure Events Exceeding sixty (60) Days:

- (i) If an event or series of events (alone or in combination) of Force Majeure occur and continue for a period in excess of sixty (60) consecutive Days, then the non-affected Party may serve a termination notice on the Affected Party, following which the Parties shall meet to discuss means to mitigate the impediments caused by the Force Majeure event.
- (ii) If the Force Majeure event or series of events referred to in Clause 15(f)(i) is not remedied within fifteen (15) days of the Affected Party's receipt of the relevant termination notice, then this Agreement shall automatically terminate on the fifteenth (15<sup>th</sup>) day following the Affected Party's receipt of such termination notice.
- (iii) Without prejudice to any liability of the Parties which accrued as of the date of termination of this Agreement, termination under this Clause 15(f) shall be without liability of either Party for damages arising out of such termination.

**16. Invoicing**

- (a) Sellers (or Sellers' Representative) shall raise invoices and shall electronically deliver separate invoices for each Sellers' share of the Gas sold to Buyer. Electronically delivered Fortnightly invoices shall carry a digital or facsimile signature. Invoices shall specify the Gas Price and Taxes and the total amount due and payable by Buyer. Buyer shall make payments in full to each Seller at the account designated by notice to Buyer, which may include offshore accounts.
- (b) Invoices shall be raised Fortnightly (unless otherwise required by Law) in US\$, commencing with the Fortnight in which the Start Date occurs:

- (i) Sellers shall raise Fortnightly invoices for the applicable Gas Price along with Taxes for sale of the Allocated Quantities to Buyer.
- (ii) In addition to invoices, Sellers shall raise in US\$ debit notes or credit notes as may be required from time to time. For avoidance of doubt the last invoice shall be raised promptly following the End Date.
- (iii) Sellers shall raise and electronically deliver separate debit notes in respect of any Quarterly Deficiency Payment promptly after the end of the relevant Contract Quarter, and any interest payable on amounts due to Sellers under this Agreement and Buyer shall make payments in full to each Seller at the account designated by it by notice to Buyer in accordance with Clause 18.
- (iv) Sellers shall raise in US\$ credit notes in respect of any Make Up Gas in accordance with Clause 10(c) or credit issued in accordance with Clause 11. The value of any such credit note delivered by Sellers in accordance with this Clause 16 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.
- (v) If, in respect of any Fortnight, the data for such Fortnight are not fully available, then Sellers shall prepare a provisional 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) followed by a final Fortnightly invoice as soon as the required data is available. 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.
- (vi) All amounts payable by Buyer hereunder shall be paid in INR or in US\$, upon request of a Seller, in local or offshore accounts. When a Seller has requested payment in US\$, Buyer shall promptly seek any required approval from the Governmental Authority to make such payments in US\$ and shall begin making such payments in US\$ to the requesting Seller upon receipt of such approval, provided that Buyer and the relevant Seller shall discuss any procedural requirements that may need to be addressed in order to comply with the Sellers' request. For the avoidance of doubt, Buyer shall not be relieved of its obligations to make payment of all amounts due hereunder to the requesting Seller during the pendency of such request for approval, such payments to be made in INR until such approval is obtained. All amounts invoiced shall be

denominated in US\$ and amounts that are payable in INR shall be converted at the Exchange Rate.

## 17. Security

- (a) No later than three (3) Days prior to the Start Date, Buyer shall provide each Seller with an irrevocable, revolving stand-by letter of credit issued in favour of each Seller by a scheduled bank in India acceptable to Sellers. Such letter of credit shall be renewed or replaced with a new letter of credit at least twenty-one (21) days prior to the expiry of the preceding letter of credit (with each such letter of credit being a “**Letter of Credit**”).
- (b) Each Letter of Credit shall be for a term of not less than twelve (12) calendar months and shall, at all times, be for an amount equal to one hundred and ten percent (110%) of the sum of:
- (i) the product of: (A) the Gas Price applicable in the calendar month in which such Letter of Credit is issued; and (B) a quantity of Gas equal to thirty (30) Days of the DCQ and;
  - (ii) any Taxes to such quantity of Gas,
- multiplied by each Seller’s Participating Interest, subject to, where applicable, Sellers seeking revision of the Letter of Credit as provided herein. If required by the issuing bank, the aggregate liability of issuing bank under Letter of Credit can be equal to three (3) times the value of Letter of Credit as calculated above. Each Letter of Credit shall be in a format as specified in Exhibit 5 and for the amount converted in INR as notified by Sellers. Sellers may seek revision in the face value of the Letter of Credit in case of any increase in the Exchange Rate and/ or Gas Price of ten percent (10%) or more and Buyer shall provide the same within seven (7) Business Days of such demand from Sellers. Buyer shall bear all charges payable to the bank issuing the Letter of Credit.
- (c) If Buyer fails to pay any amount due under the terms of this Agreement to Sellers within the period specified in this Agreement, Sellers may, without prejudice to any other rights and remedies available under this Agreement or under Law, draw upon the 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. Buyer shall, upon the drawdown of any amount by Sellers, ensure that the value of the Letter of Credit is automatically reinstated forthwith to its original face value.
- (d) If the Letter of Credit is not renewed or replaced before twenty one (21) days prior to its stated date of expiry, then Sellers shall have the right to draw down the Letter of Credit in full before it expires and retain such drawl proceeds as security against any and all amounts then or thereafter owed by Buyer under this Agreement, without any interest accruing to Buyer.

- (e) Buyer agrees and undertakes that in the event any of the Sellers request the Buyer to cause the issuing bank to assign the Letter of Credit issued pursuant to the terms of this Agreement to Seller's lenders, successors or assigns, Buyer shall take all appropriate actions to ensure that the bank assigns the Letter of Credit within ten (10) Business Days of Seller's request to the Buyer for assignment of the Letter of Credit or provides a fresh Letter of Credit in favour of Seller's lenders, successors or permitted assigns with same terms and conditions as the Letter of Credit existing at that time.

## **18. Payment**

- (a) Payments shall be made in full to Sellers in accordance with the invoices and debit notes issued no later than the fourth (4th) Business Day after the day on which electronic delivery of the relevant invoice or debit note occurs; provided that if such electronic delivery is effected after 17:30 hours on such day, delivery shall be deemed to occur on the following day. Late payments shall bear interest and the interest shall be calculated on the basis of one month State Bank of India Marginal Cost Lending Rate ("SBIMCLR") plus seven and a half (7.50) percentage points (the "**Default Interest Rate**") per annum computed for each day payments are overdue until paid. The Buyer may deduct withholding tax under the Income Tax Act, 1961 (WHT), as applicable, taking into consideration the WHT certificate provided by the applicable Seller (BPEAL). Further, Buyer will provide to the relevant Seller (BPEAL) valid proof of deduction and deposit of such WHT as per provisions of the Income Tax Act, 1961.
- (b) If Buyer disputes any invoice or debit note, then Buyer shall provisionally make the payment in full (without any setoff or counterclaim) and may notify the disputed amount to Sellers within thirty (30) days of receipt of the relevant invoice or debit note. If a dispute is decided in favour of Buyer, Sellers shall refund the overpayment within seven (7) Business Days following resolution of the dispute and Sellers shall pay interest at the Default Interest Rate for each day for the period from the day that the overpayment is made by Buyer until the date of refund by Sellers.
- (c) All amounts payable by Buyer hereunder shall be paid in INR by converting US\$ into INR at the Exchange Rate except where upon request of a Seller, the payment is made in US\$ in local or offshore accounts. All amounts shall be paid by electronic funds transfer or equivalent instantaneous transfer of funds for value on the day in question to the account designated by Sellers. 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 when such payment is actually credited to the receiving Party's account.
- (d) In case of credit notes, the same shall be set off against future invoices issued by Sellers and in case no invoice is left to be raised by Sellers, Sellers shall make the payment of the credit note amount after adjusting any amount payable by Buyer, within seven (7) Business Days from the date of issue of the final credit note.

## 19. Suspension and Termination

- (a) Suspension: Without prejudice to any other rights and remedies, Sellers may suspend delivery of Gas, upon three (3) Business Days' notice to Buyer, in any of the following circumstances:
- (i) Buyer's failure to make payments in full when due;
  - (ii) Buyer's failure to establish, maintain or renew the Letter of Credit as required herein;
  - (iii) where suspension is required due to Law or in the event of any defect or unsafe operation in the Buyer's Facilities or downstream of the Delivery Point;
  - (iv) Buyer's breach of its representations set out in Clause 24(b)(ii) and Anti Bribery obligations set out in Clause 25;
  - (v) Buyer's breach of the limitations set forth in Clause 4(c); or
  - (vi) the occurrence of any termination event under Clause 19(b) (and without, for the avoidance of doubt, any need to await the expiry of any notice, cure or grace period provided for therein).
  - (vii) if the Buyer, its Affiliates or associated persons become a Restricted Party.

Upon and for the duration of such suspension, Sellers shall be relieved of their obligation to make Gas available for delivery to Buyer under this Agreement, but Buyer shall not be discharged of any of its obligations under this Agreement including Buyer's obligations under Clause 10 to take and pay for, or pay for if not taken a quantity of Gas at least equal to the Take or Pay Quantity for the relevant Contract Year. Sellers shall resume delivering Gas as soon as reasonably practicable following the cure of the events listed above and in any case within forty-eight (48) hours of such cure.

- (b) Termination for Buyer's Default: Sellers may forthwith terminate this Agreement in the following circumstances:
- (i) Buyer fails to pay any amount in full within thirty (30) days after the due date of such payment;
  - (ii) Buyer becomes insolvent or is otherwise unable to pay, suspends payment of, or agrees to a moratorium with respect to all or a substantial part of its debts, or makes a general assignment or any composition with or for the benefit of its creditors;
  - (iii) Buyer fails to remedy, within a period of fifteen (15) days following suspension of this Agreement in accordance with Clause 19(a)(ii), its obligation to establish, maintain or renew a Letter of Credit as required herein;
  - (iv) Buyer transfers its interest in this Agreement without satisfying the requirements of Clause 24(a); or



- (v) Buyer breaches a material term of this Agreement and such breach is not cured within thirty (30) days following notice of such breach from Sellers.
- (c) Termination for Sellers' Default: Buyer may forthwith terminate this Agreement in the following circumstances:
  - (i) Sellers fail to pay any amount in full within thirty (30) days after the due date of such payment;
  - (ii) Seller(s) become insolvent or is otherwise unable to pay, suspends payment of, or agrees to a moratorium with respect to all or a substantial part of its debts, or makes a general assignment or any composition with or for the benefit of its creditors;
  - (iii) Sellers transfer its interest in this Agreement without satisfying the requirements of Clause 24(a); or
  - (iv) If for reasons other than Force Majeure or the fault of Buyer, Sellers fail to deliver any quantities of Gas to Buyer for one hundred twenty (120) consecutive Days.
- (d) Other Termination: Sellers shall have the right to terminate this Agreement upon five (5) Days' notice to Buyer (or such shorter period as may be necessary in the circumstances) upon termination of the PSC or cancellation of any or all of the applicable petroleum mining lease(s). Any such termination of this Agreement shall be without liability to either Party.
- (e) Accrued Rights: Any termination of this Agreement shall not affect any rights, obligations and liabilities which may have accrued prior to such termination.

## **20. Taxes and Duties**

- (a) Buyer shall assume full and exclusive liability for payment of all Taxes imposed in connection with, or related to, the sale purchase or delivery 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, levied or accrued and payable or assessed or demanded or imposed pursuant to any interim order, provisional assessment, revisional assessment, judicial or executive review, final assessment or any other order made at any time by any Governmental Authority, court or judicial authority. Buyer shall be liable for fines, penalties or interest on Taxes which are required to be paid by Sellers under order made at any time by any Governmental Authority, court or judicial authority.
- (b) Buyer shall be liable for and shall indemnify (and keep indemnified), protect, defend and hold harmless Sellers and its Affiliates from and against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses, liabilities, settlements, and judgments arising from and against or in connection with any Taxes levied against Buyer (including any failure or delay by Buyer to pay such Taxes or submit required forms, returns or documents as stated at Clause 20(c)) or for which Buyer is responsible under

this Agreement. Sellers may recover such sums from Buyer including all costs, expenses and charges incurred by Sellers in connection therewith.

- (c) Buyer shall submit to Sellers all forms, returns, and documents (duly filled in and completed in all respects), within such time as may be requested by Sellers or prescribed by any Governmental Authority, whichever is earlier, that are required to enable Sellers to comply with the requirements of the Governmental Authority and/or any order from a court or judicial authority imposing or asserting any Taxes. If Buyer fails to submit any such forms, returns or documents to Sellers within the prescribed time then Sellers shall have the right to raise necessary invoices or debit notes for any differential liability for Taxes that may arise as a result of such failure of Buyer and Buyer shall make payment of such invoices or debit notes within four (4) Business Days.

## **21. Liability and Remedies**

- (a) At, and downstream of, the Delivery Point the Buyer shall be deemed to be in exclusive possession and control of the Gas and fully liable and responsible for its arrangements, appurtenance and properties including all gas pipelines used by Buyer downstream of the Delivery Point and the Buyer's Facilities. Accordingly, the Buyer covenants and agrees to fully protect, indemnify and hold the Sellers, its Affiliates and its and their officers, employees and agents harmless against any and all claims, liabilities, costs, expenses, damages, or losses which may be made, asserted or brought against the Sellers whether by the Buyer, its employees or agents or by third parties, on account of damage or injury to property or person or loss of life resulting from, arising out of or in connection with the installation, presence, maintenance or operation of the intake arrangements, appurtenance and properties of the Buyer or relating to the possession and handling of any Gas supplied under this Agreement and further defend the Sellers at the Buyer's sole expense in any litigation involving the Sellers, its Affiliates and its and their officers, employees and agents in connection with matters referred to in this Clause 21(a).
- (b) The Sellers shall be deemed to be in exclusive possession and control of the Gas upstream of the Delivery Point(s) and fully liable and responsible for its arrangements, appurtenance and properties including the Sellers' Facilities. Accordingly, the Sellers covenant and agree to fully protect, indemnify and hold the Buyer and their officers, employees and agents harmless against any and all direct claims, liabilities, costs, expenses, damages, or losses which may be made, asserted or brought against the Buyer whether by the Sellers, its employees or agents or by third parties, on account of damage or injury to property or person or loss of life resulting from, arising out of or in connection with the operation of the intake arrangements, appurtenance and properties of the Sellers and further defend the Buyer at the Sellers' sole expense in any litigation involving the Buyer and officers, employees and agents in connection with matters referred to in this Clause 21(b).
- (c) The Parties recognise that, with respect to breaches of this Agreement (and acts or omissions which constitute breaches), their relationship is contractual

and that neither Party shall have any claim against the other Party in tort with respect to such breaches. Remedies set out herein are cumulative and are the exclusive remedies available to the Parties for a breach of this Agreement.

- (d) Neither Party shall be liable to the other Party for consequential loss, loss of profit, loss of revenue, or any special, punitive or exemplary damages, howsoever caused, including by negligence or breach of duty or any other act or omission (even in the case of wilful misconduct).
- (e) The maximum aggregate liability for Buyer to Sellers, or for Sellers to Buyer, for any and all liabilities and indemnities under this Agreement in respect of each Contract Year shall be an amount equal to the product of: (i) thirty (30) days; (ii) the DCQ in effect on the first Day of such Contract Year; and (iii) the Gas Price applicable on the first Day of such Contract Year, regardless of whether such claims are caused by wilful misconduct or negligence, provided that:
  - (i) for (i) any Contract Year which is less than three hundred sixty five (365) days or (ii) for any Contract Year having Commissioning Period and Recovery Period the factor of thirty (30) days used in the aforesaid calculation shall be reduced proportionately;
  - (ii) Buyer's obligation to pay any amounts for Gas delivered and to pay any Quarterly Deficiency Payments (including pursuant to Clauses 7, 10, 18 and 20) are expressly excluded from and not subject to the foregoing liability cap; and
  - (iii) Sellers' obligation to reimburse for Ship or Pay payments under the PIL GTA and Downstream GTA as provided in Clause 11(f) are expressly excluded from and are not subject to the foregoing liability cap.
- (f) The liability of Sellers to Buyer shall be several (and not joint and several), and for each Seller, such aggregate liability under this Clause 21(e) shall be split amongst all Sellers in accordance with each Seller's Participating Interest.

## **22. Rights and Obligations of Sellers**

- (a) The rights of each Seller under this Agreement shall be several (and not joint or joint and several). Sellers' rights to receive payment in respect of Gas delivered to Buyer and in respect of Buyer's obligations to pay for Gas not taken (including payment of the Quarterly Deficiency Payment) shall be in accordance with their respective Participating Interests.
- (b) The obligations, responsibilities and liabilities of each Seller under this Agreement shall be several (and not joint or joint and several). Such obligations and liabilities in respect of Gas delivered under this Agreement (including in respect of Gas not meeting the specifications) shall be in accordance with their respective Participating Interests.

## 23. Governing Law and Disputes

- (a) Governing Law: This Agreement shall be governed by the laws of India.
- (b) Dispute Resolution: If there is any dispute between the Parties arising from or in connection with this Agreement, a Party may send notice to the other Party:
  - (i) specifying the dispute; and
  - (ii) requesting a meeting to seek in good faith to resolve it.

The Parties will meet at a venue to be notified by the Sellers for this purpose within twenty-one (21) Days of the notice being sent. The meeting will be attended by members of the management team of the Parties with the necessary authority to resolve the dispute.

- (c) Referral of Dispute: If the dispute is not resolved at the meeting provided in Clause 23(b) or if such meeting is not held within the time period provided in Clause 23(b), then either Party may, by notice to the other in writing, refer the dispute for determination by an Expert in accordance with Clause 23(e) or to arbitration in accordance with Clause 23(f).
- (d) Co-operation: The Parties shall co-operate to resolve any dispute in accordance with the procedures set out in Clause 23(b) above but either Party may withdraw from those procedures at any time after the expiration of the maximum time period by giving written notice to the other. The dispute may then be referred to determination by an Expert in accordance with Clause 23(e) or to arbitration in accordance with Clause 23(f).
- (e) The Expert
  - (i) Resolution by Expert: Whenever any Person is to be appointed as an Expert under this Agreement, which shall include all disputes in relation to metering, the quality of Gas delivered or made available for delivery, the determination of any Allocated Quantity and whenever during the Term the Parties agree that a dispute between them shall be resolved by an Expert, the provisions of this Clause 23(e) shall apply.
  - (ii) Appointment of Expert: The procedure for the appointment of an Expert shall, save as may otherwise be agreed by the Parties, be as follows:
    - (A) the Party wishing the appointment to be made shall give notice to that effect to the other Party, together and with such notice, shall give details of the matter or dispute which is proposed to be resolved by the Expert;
    - (B) the Parties shall meet within seven (7) Days of a notice being given under paragraph 23(e)(ii)(A) above and shall endeavour to agree upon a single Expert to whom the matter in dispute shall be referred for determination;
    - (C) if within fourteen (14) Days from the service of the notice the Parties have either failed to meet or failed to agree upon an Expert, then the matter may forthwith be referred by either Party

to the ICC Centre for Expertise, which shall select an Expert within fourteen (14) Days and notify the Parties of such selection;

- (D) upon an Expert being agreed upon or selected under the preceding provisions of this Clause 23(e), the Parties (or either Party) shall forthwith notify such Expert of his selection and shall request him within fourteen (14) Days to confirm in writing whether or not he is willing and able to accept the appointment and whether he has or may have some interest or duty which conflicts or may conflict with his function under such appointment;
- (E) if such Expert is either unwilling or unable to accept such appointment or has not confirmed his acceptance of such appointment within the said period of fourteen (14) Days, then (unless the Parties are able to agree upon the appointment of another Expert) the matter shall again be referred (by either Party) in accordance with the preceding provisions of this Clause 23(e) to the ICC Centre for Expertise, which shall be requested to make a further selection and the process shall be repeated until an Expert is found who accepts his appointment;
- (F) the Parties may appoint a Person as an Expert notwithstanding that the Person may have or may have disclosed an actual or potential conflict of interest; and
- (G) the contract of appointment of the Expert shall be entered into jointly by the Parties and the Parties shall co-operate in good faith in the negotiation and agreement of the terms and in the administration of the contract of the Expert, provided that if there is any dispute between the Parties on the amount of remuneration to be offered to the selected Expert or upon any of the other terms of his appointment (other than as provided for by this Agreement), then such amount or such other terms shall be determined by the ICC Centre for Expertise whose decision shall be final and binding on the Parties.

(iii) Nature of Expert:

- (A) An Expert may be an individual, partnership, association or body corporate and shall be generally recognised as an expert with at least ten (10) years' experience in the field of expertise relevant to the dispute.
- (B) Subject to Clause 23(e)(iv) and notwithstanding that at the time of the appointment, or at any time before the Expert gives his determination under such appointment, he has, or may have, some interest or duty which conflicts, or may conflict, with the Expert's function under such appointment, any Person appointed as the Expert shall be entitled to act as such Expert, provided that such Expert shall disclose any such interest or duty of which the

Expert is aware before accepting such appointment (or promptly upon any such interest or duty arising subsequent to such appointment) and the Parties shall, within ten (10) Days of such disclosure, confirm the Expert's appointment.

- (C) If any Party fails to give such confirmation because it considers that there is a material risk of such interest or duty prejudicing the Expert's decision, then the other Party may apply to the ICC Centre for Expertise which shall decide if such Expert shall be appointed (or have its appointment confirmed) or not, having considered any submissions any Party may wish to make, and if the ICC Centre for Expertise decides not to confirm the appointment, it shall be deemed never to have been made and the Parties or the ICC Centre for Expertise shall select another Expert in accordance with the foregoing provisions of this Clause 23(e).
- (D) Notwithstanding Clause 23(c), no Person shall be appointed an Expert who at the time of appointment is (or at any time before he gives his determination under such appointment becomes) a director, officeholder or an employee of, or directly or indirectly retained as consultant for, the Buyer or the Sellers (or any Affiliate of such Party) or of any of the financiers of the foregoing, or who is the holder, directly or indirectly, of shares in any Party or any Affiliate of a Party (unless such Party or Affiliate (as the case may be) is a company quoted on a recognised stock exchange and the shareholding held is less than one per cent. (1%) of the issued shares of any class).

(iv) Process of Determination:

- (A) Subject to the Expert's right to call for oral explanations, submissions or information from a Party pursuant to Clause 23(e)(iv)(B), all communications or submissions from either of the Parties to the Expert relating to the matter to be resolved by the Expert shall be made in writing and a copy thereof shall be provided simultaneously to the other Party.
- (B) Each of the Parties may make such written submissions and may supply such written information to the Expert as it thinks fit and the Expert shall be entitled to request and receive such oral or written explanations, submissions or information from the Parties as he may consider desirable to enable him to reach his decision, in which event each of the Parties shall, subject to Clause 23(e)(v), comply promptly with any such request, and the other Party shall be provided with a copy of such written submissions and documentation by the relevant Party and shall be entitled to be present or represented at any such oral submission, explanation or examination.

- (C) If a Party is requested by the Expert to make or give any oral explanations, submissions or information to an Expert, such Party shall give to the other Party not less than fourteen (14) Days' notice of the time and place at which such oral explanations, submissions or information are to be made or given and shall afford to the other Party the opportunity to be present.
  - (D) Irrespective of whether the Expert requests oral explanations, submissions or information, the Expert shall require the Parties to submit final written proposals on the subject matter of the dispute in such form and by such date as the Expert may require (but in any event upon not less than fourteen (14) Days' notice).
  - (E) The Expert shall be entitled to obtain such independent professional or technical advice as he may reasonably require.
- (v) Final Determination:
- (A) The Expert shall give his final determination in writing to the Parties, together with full written reasons for such determination, as soon as possible thereafter.
  - (B) If within a reasonable period (which shall not, without the prior written consent of each Party, exceed sixty (60) Days after the acceptance by the Expert of the appointment) the Expert has not given a final determination, then (at the request of either Party) a new Expert shall be appointed under the provisions of this Clause 23(e) and, upon the acceptance of appointment by such new Expert, the appointment of the previous Expert shall cease, provided that if the previous Expert submits a final determination prior to the date upon which the new Expert accepts his appointment in writing, then such determination shall be binding upon the Parties and the appointment of the new Expert shall be withdrawn.
  - (C) The final determination of the Expert shall be conclusive and binding upon the Parties save in the event of fraud, mistake, mistake of law (including interpretation of documents), miscarriage of justice on the part of the Expert or failure by the Expert to disclose any relevant interest.
- (vi) Expert not an Arbitrator: The Expert shall be deemed not to be an arbitrator but shall give his determination as an expert and the provisions of the Arbitration & Conciliation Act, 1996 and rules framed thereunder shall not apply to such Expert or his determination or the procedure by which he reaches his determination.
- (vii) Costs of Expert: Each Party shall bear the costs and expenses of all professional advisers, witnesses and employees retained by it, but the cost and expenses of the Expert and any independent advisers to the

Expert applicable to any matter arising under this Agreement shall be apportioned equally between the Sellers and the Buyer.

- (viii) Language and Location: The language for all submissions, explanations, information, proposals and determinations pursuant to this Clause 23(f) shall be English and the location for any hearings shall be New Delhi, India.
- (f) Arbitration: All disputes that are not resolved by the Parties in accordance with Clause 23(b) or are not submitted to an Expert may be referred by either Party to be resolved by arbitration. Each arbitration shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 and rules framed thereunder, with three arbitrators, one appointed by Buyer, one appointed by Sellers, and the third appointed by the two arbitrators so appointed. The place of the arbitration shall be New Delhi and the language of the arbitration shall be English. Subject to arbitration, this Agreement shall be subject to the sole and exclusive jurisdiction of the courts in New Delhi.
- (g) Related Disputes: The Parties agree that if a dispute which has been referred or which is to be referred either to an Expert or to arbitration hereunder:
- (i) raises issues which are substantially the same as or connected with issues raised in a dispute arising out of a gas sales and purchase agreement between one or more of the Sellers and a buyer for: i) delivery of Gas at the Delivery Point; or ii) the sale of Gas from the Gas Fields, which has already been referred to an Expert or to arbitration (a "**Related Dispute**"); or
  - (ii) arises out of substantially the same facts as are the subject of a Related Dispute,

then, at the election of the Sellers, the Sellers shall procure that, and the Buyer shall accede to, the Expert or arbitral tribunal (as the case may be) which has been appointed or which is to be appointed in respect of the Related Dispute also becomes the Expert or arbitral tribunal (as the case may be) in respect of the dispute hereunder.

## 24. **Miscellaneous**

- (a) Assignment
- (i) Except as set out in this Clause 24(a)(ii), a Party may not assign or otherwise transfer its interest in this Agreement without the prior written consent of the other Party.
  - (ii) The following assignments do not require consent of the other Party:
    - (A) assignment by a Party as collateral security for financing;
    - (B) assignment by a Seller to the extent it assigns its interests under the PSC & JOA;
    - (C) assignment by a Party of all its rights and obligations to an Affiliate; or



- (D) assignment by a Seller of a part of its rights and obligations (including the right to receive payment of any amount due hereunder) to an Affiliate or any other person.
  - (iii) Except in the case of an assignment under Clause 24(a)(ii)(A) and 24(a)(ii)(B), the assigning Party shall be relieved of its obligations as to the period after the assignment if the assignee has the capability to perform all of the obligations of the assigning Party, and expressly assumes in writing for the benefit of the non-assigning Party all of the assigning Party's obligations, and if the assigning party is Buyer, then the assignee is either no less creditworthy than Buyer or provides a guarantee or additional letter of credit reasonably acceptable to Sellers.
- (b) Representations and Warranties
- (i) Sellers represent and warrants to Buyer that it shall have the title to, or will otherwise be authorized to sell, Gas sold under this Agreement.
  - (ii) Buyer represents and warrants to Sellers that:
    - (A) as of the Start Date, Buyer shall have the right to utilise transportation capacity in Transporter's Facilities sufficient to transport the applicable DCQ (from time to time) from the Delivery Point to Buyer's Facilities and otherwise to perform all of its obligations under this Agreement;
    - (B) subject to Clause 11(g), during the term of this Agreement Buyer shall maintain the right to utilise transportation capacity in Transporter's Facilities sufficient to transport the applicable DCQ (from time to time) from the Delivery Point to Buyer's Facilities and otherwise to perform all of its obligations under this Agreement;
    - (C) Buyer possesses the necessary skill, experience, expertise and ability to undertake and fulfil all its obligations under this Agreement;
    - (D) as of the Effective Date it is not insolvent, in administration, subject to liquidation proceedings, has not made an assignment for the benefit of its creditors, declared or been declared bankrupt, or had a receiver appointed in respect to the whole of any part of its assets, and there is no outstanding petition presented for the winding-up or dissolution of Buyer, and that no event has occurred which, under Law, would justify any such proceedings; and
    - (E) The Buyer's Facilities shall not be operated in such a manner that would violate the health, safety and environmental norms and the surrounding areas and environment.
  - (iii) Each Party represents and warrants to the other Party that it is duly incorporated and validly existing under the relevant applicable Laws

and that this Agreement has been duly executed by it and is a legal, valid and binding agreement enforceable against it in accordance with its terms.

(c) Laws and Approvals

- (i) In carrying out its obligations under this Agreement, each Party shall comply with all applicable Laws. A Party shall not be considered or held to be in breach of its obligations under this Agreement as a result of such compliance.
- (ii) The Parties agree that the obligations of Sellers under this Agreement are subject to the continued effectiveness of the PSC and the receipt and maintenance of all requisite approvals required under Law.

(d) Confidentiality: This Agreement and all documents and information transmitted by Sellers to Buyer under this Agreement shall be deemed confidential.

(e) Sellers' Representative: RIL shall act as the representative ("**Sellers' Representative**") of both Sellers for purposes of administering this Agreement on behalf of Sellers.

Every notice given by the Sellers' Representative under this Agreement shall be deemed to be a notice given by Sellers and any notice given by Buyer to the Sellers' Representative shall be deemed to be a notice given to each Seller. As Sellers' Representative, RIL shall incur no liability under this Agreement other than in its capacity as a Seller.

(f) Interpretation: A reference to a quantity of Gas means that quantity in MMBtu; and MMBtu shall mean MMBtu on a Gross Calorific Value (GCV).

(g) Exhibits: The Exhibits to this Agreement are incorporated into and made an integral part of this Agreement.

(h) Entire Agreement: 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 both Parties.

(i) Survival: Clauses 2, 7, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 (save for Clauses 24(a) and 24(c)) shall survive the termination and expiry of this Agreement.

(j) Notices: All notices under this Agreement shall be in writing and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address indicated below (unless changed by notice):

Sellers:

RIL:

Reliance Corporate Park

Building No. 6, 1st Floor, D-Wing

Thane-Belapur Road, Ghansoli,  
Navi Mumbai – 400 701  
Attention: Head - Gas Marketing

BPEAL:  
71 & 73, 7th floor  
2nd North Avenue  
Maker Maxity, Bandra Kurla Complex  
Bandra East  
Mumbai – 400051

Buyer: [ ]

[ ]

[ ]

[ ]

Attention: [ ]

- (k) Waiver of Sovereign Immunity: Each Party expressly acknowledges and agrees that this Agreement is being executed as part of a private and commercial transaction. Each Party hereby waives, to the maximum extent permitted by applicable Law, for itself and its Affiliates, and for its and their assets and revenues, any and all immunity to the extent that it may at any time exist whether on grounds of sovereignty, state immunity or otherwise, from suit, arbitration, proceeding, jurisdiction of any court, adjudication, enforcement of arbitration award, judgment, service of process upon it or any agent, execution or judgment, set off, attachment or other interim relief before judgment or on judgment or other legal process, including, without limitation, the defences of “sovereign immunity”, and “act of state”, which such Party or its respective assets or revenues may now have or may in the future have under the applicable Laws of any jurisdiction, and such Party agrees not to assert any such immunity or defences in any proceedings with respect to this Agreement or in the enforcement of any award, judgment or execution resulting therefrom or from any transactions contemplated hereby or hereunder.

**25. Anti-Bribery**

- (a) Each of the Parties represents and warrants to each of the other Parties that, in the past three (3) years prior to the Effective Date, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons, in connection with or related to the RFP Process or this Agreement:

- (i) has engaged in any activity, practice or conduct, which will amount to corruption including but not limited to:
  - (A) paying, offering or offering to give, promising or agreeing to give, or authorising the payment (directly or indirectly through any third party) of any monies, consideration of any kind or anything of value, to (a) any Government Official in order to obtain or retain business or to influence official action, or (b) or any of the other Party's Affiliates or Associated Persons or any other Person, in each case where such activities have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business, or taking or refraining from taking any action as an improper inducement or a reward for any act or decision; or
  - (B) receiving, extorting or soliciting, any monies, consideration of any kind or anything of value for any undue act or decision; or
- (ii) has directly or indirectly engaged in any other acts or transactions in each case, in violation of or inconsistent with the Bribery Acts
- (b) Each of the Parties further represents and warrants to each of the other Parties that, in the past five (5) years prior to the Effective Date, neither it nor, to the best of its knowledge, any of its Affiliates or Associated Persons, in connection with or related to the RFP Process or this Agreement:
  - (i) has directly or indirectly engaged in or facilitated any activity which will amount to money laundering, including without limitation, smuggling, terrorism and terrorist financing, conversion, concealment or disguise to make appear as legitimate, or acquisition, possession or use, of any economic advantage or property obtained or suspected to have been obtained from or in connection with any category of offences designated under any applicable anti-money laundering or other applicable Law; or
  - (ii) has violated any provisions of the Prevention of Money Laundering Act, 2002, as may be amended, re-enacted, replaced or consolidated from time to time, or any other applicable anti-money laundering Law, which has as its objective the prevention of money laundering.
- (c) Each of the Parties further undertakes to each of the other Parties that neither it nor any of its Affiliates or Associated Persons during the term of this Agreement will act in a manner that renders the representations and warranties contained in Clause 25(a) or (b) above incorrect, untrue or misleading.
- (d) If, in the reasonable judgement of either of the Parties, the other Party is in breach of its representations and warranties under Clause 25(a) or (b) above, and/or undertaking in Clause 25(c) above, the non-breaching Party shall have, without prejudice to any other right or remedy legally available to it, the right to either:

- (i) require the other Party to undertake any and all requisite measures to remedy or rectify such breach;
  - (ii) immediately terminate this Agreement and recover any loss directly suffered by the non-breaching Party resulting from such termination; and/or
  - (iii) recover in full from the breaching Party, subject to Clause 21(d) any other loss sustained by the non-breaching Party as a consequence of any such breach, whether this Agreement has been terminated or not.
- (e) Buyer will make reasonable endeavours to conduct due diligence in relation to (i) Bribery Acts and (ii) Prevention of Money Laundering Act, 2002 before appointment of any contractors or third parties required by the Buyer in relation to the transportation, processing or use of Gas purchased under this Agreement.
- (f) If Buyer or any of its Affiliates or Associated Persons becomes aware of or reasonably suspects a violation or potential violation of Clause 25(a), (b) and (c) by either of the Parties to this Agreement, such Persons may report the same to the Sellers by sending email to 'ethics.taskforce@ril.com'.
- (g) If Buyer or any of its Affiliates or Associated Persons refuses to pay or offer a bribe or raises concerns, or report any wrongdoing to the Company, such Person will not face any form of retaliation from the Sellers. The Sellers encourage openness and will support anyone who raises genuine concerns about any corrupt practices, in good faith.

## **26. Anti-Money Laundering**

- (a) Either Party agrees that, in connection with this Agreement, the other Party will comply with all anti-money laundering laws, rules, regulations or equivalent applicable to either Buyer or Sellers.
- (b) Subject to any relevant data privacy or protection law, either Party shall immediately report to the other Party any allegations, proceedings or investigations relating to bribery, corruption or money laundering against the defaulting Party, its directors, officers, employees or its buyers engaged in connection with this Agreement.
- (c) Either Party represents and warrants that, except as otherwise disclosed in writing to the other Party, neither it nor its directors, officers, or key employees in connection with this Agreement have in the last ten (10) years:
- (i) been convicted of any offence involving money laundering; or
  - (ii) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving money laundering.

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

For and on behalf of

**Reliance Industries Limited**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

For and on behalf of

**[Insert Full Name of Buyer]**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

For and on behalf of

**BP Exploration (Alpha) Limited**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

**EXHIBIT 1**

**DAILY CONTRACT QUANTITY**

The Daily Contract Quantity (DCQ) shall be the volume determined as per the terms of RFP Process and is set forth in the table below:

<b>PERIOD</b>	<b>DCQ (MMBtu/Day) (GCV basis)</b>
Start Date to End Date	<i>[as determined for the Buyer pursuant to e-Bidding Process in accordance with the RFP Process]</i> _____

## EXHIBIT 2

### GAS QUALITY SPECIFICATIONS

Gas shall be determined to meet the Specifications if, at the Delivery Point, the Gas:

1. shall have a minimum Gross Calorific Value of 31000 Btu per Standard Cubic Meter; and
2. shall comply with the specifications given in the Table below:

Parameter	Limit
Hydrocarbons dew point (Degree Celsius, max.)	0
Water dew point (Degree Celsius, max )	0
Hydrogen Sulphide (ppm by wt. max.)	5
Total Sulphur (ppm by wt. max.)	10
Carbon dioxide (mole % max.)	6
Total inerts (mole % )	8
Temperature (Degree Celsius, max.)*	45 to 55
Oxygen (% mole vol. max.)	0.2

\* corresponding to pressure as per Clause 6(b)



## EXHIBIT 3

### NOMINATION, SCHEDULING, AND ALLOCATION PROCEDURES

#### A. Nomination Procedure

##### Weekly Nominations.

Buyer shall notify Sellers of the quantity of Gas that it wishes to nominate for delivery under this Agreement at the Delivery Point, for each Day of the following Week, no later than 13:00 hours on the Friday of the preceding Week. Each nomination shall be on an energy basis (in MMBtu), shall not exceed the DCQ and shall specify the quantity of Gas in respect of each Day of such Week. Buyer shall provide nominations through the extended web-page provided by Sellers. Each such nomination so made up to the DCQ for the relevant Day shall be the “**Nominated Daily Quantity**” for the applicable Day. If Sellers’ extended web-page is not available at the time, Buyer shall provide its nominations by email or facsimile.

##### Daily Nominations.

1. No later than 13:00 hours on the Day prior to the Day of Gas delivery, Buyer may revise the Nominated Daily Quantity for such Day of Gas delivery if required by unforeseen circumstances or emergencies. Sellers will use reasonable endeavours to accommodate the request but shall incur no liability for a failure to accept the revised nomination.
2. In the absence of a Weekly nomination, the last available Nominated Daily Quantity shall apply for each Day of the following Week.
3. If, on any Day, Buyer wishes to reduce offtake of Gas at the Delivery Point due to an emergency, Buyer shall immediately notify Sellers with all relevant information and Sellers shall accommodate such request from Buyer as soon as operationally feasible but shall incur no liability for a failure to deliver all or any part of the Nominated Daily Quantity for such Day.

#### B. Scheduling Procedure

1. No later than 18:30 hours on the Day prior to the Day of Gas delivery, 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 delivery based on aggregate nominated daily quantities and aggregate quantity of Gas available for supply at the Delivery Point, and Sellers shall confirm such quantity with PIL.
2. No later than 19:00 hours on the Day prior to the Day of Gas delivery, PIL shall notify Sellers of the quantity of Gas scheduled for receipt at the Delivery Point for transportation on that Day on behalf of Buyer, up to the quantity nominated by Buyer as above, and Sellers shall notify Buyer that such quantity is scheduled for delivery to Buyer at the Delivery Point on the Day of Gas delivery (“**Scheduled Daily Quantity**”).

3. If Sellers need to curtail Gas deliveries on any Day, Sellers may notify Buyer of the adjustment to the quantity available and shall confirm the adjustment with PIL, and the Scheduled Daily Quantity shall be adjusted accordingly.

**C. Allocation Procedures**

1. By 12:00 hours on the Day after the Day of Gas delivery, Sellers shall notify Buyer of the Allocated Quantity at the Delivery Point on such Day.
2. Buyer's Allocated Quantity on any Day shall be calculated as the product of: (a) the Measured Quantity for such Day; and (b) the quotient of: (i) Buyer's Scheduled Daily Quantity for the relevant Day; and (ii) the total of the scheduled daily quantities for all deliveries at the Delivery Point for the relevant Day.
3. Sellers and Buyer or Buyer's designee shall countersign for each Day an acknowledgement of the Allocated Quantity of Gas delivered by Sellers and received by Buyer or Buyer's designee on the previous Day at the Delivery Point.

**D. Change in Procedures**

From time to time Sellers may change the procedures of this **Exhibit 3** by notice to Buyer.

**EXHIBIT 4**  
**MEASUREMENT**

1. Delivery Point Measurement Equipment:

- 1.1 Sellers shall provide and install, at its 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.
- 1.2 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.

2. Measurement and Calibration:

- 2.1 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. 8, 9 and 10 for ultrasonic meter metering systems. The error / inaccuracy permitted shall be within a range of  $\pm 1\%$ . 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%.
- 2.2 Sellers shall install an appropriate form of on-line composition measurement device, Gas Chromatograph (GC), at or upstream of the custody transfer meter at Delivery Point consistent with recognised international standards (ISO 6975/ 6976 or any other equivalent standard) which shall be used to determine the composition of Gas.
- 2.3 If Buyer has any reasonable 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 if 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  $\pm 1\%$ , but the cost of such special test shall be borne by Buyer if the percentage of inaccuracy is no greater than  $\pm 1\%$ .

- 2.4 If on joint calibration / validation / proving the Measurement Equipment registers a variation of more than  $\pm 1\%$  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.
- 2.5 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.
- 2.6 In any case, if at the time of calibration / validation / proving, the meter error exceeds 0.5% the applicable meter shall be recalibrated.
- 2.7 The Measurement Equipment shall be calibrated or validated by Sellers in accordance with standard industry procedure with traceable master equipment calibrated at a lab accredited with ISO 17025.

**EXHIBIT 5**  
**[TO BE TRANSMITTED IN FIN 700]**

**Advising Bank:** HSBC Bank Mumbai

*(Issuing bank should send the issued SBLC to advising Bank requesting them to advise the SBLC to beneficiary details as mentioned under field 78.)*

<b>40 A</b>	<b>Form of Documentary Credit</b>	IRREVOCABLE STANDBY
<b>20</b>	<b>Documentary Credit Number</b>	XXXXXXXX
<b>31C</b>	<b>Date of Issue</b>	XXXXXXXXXX
<b>40E</b>	<b>Applicable Rules</b>	UCP LATEST VERSION
<b>31D</b>	<b>Date and Place of Expiry</b>	.....MUMBAI, INDIA *** <i>(*** Expiry to be twelve months from the date of issuance)</i>
<b>50</b>	<b>Applicant</b>	XXXXXXX
<b>59</b>	<b>Beneficiary - Name &amp; Address</b>	RELIANCE INDUSTRIES LTD. <address as per agreement>
<b>32B</b>	<b>Currency Code, Amount</b>	INR XXXX.XX <SBLC value quoted here should be 110% of 30 days DCQ value as per Clause 17 of GSPA >
<b>39</b>	<b>Tolerance</b>	+ 10% <only for exchange rate fluctuations>
<b>41D</b>	<b>Available With...By...</b>	ANY BANK IN INDIA BY NEGOTIATION AT SIGHT

**45A: Description of Goods/ Services**

SALE OF GAS BY THE BENEFICIARY TO THE APPLICANT FOR USE BY THE APPLICANT AS OUTLINED IN THE GAS SALE AND PURCHASE AGREEMENT ("AGREEMENT") DATED [•] EXECUTED BETWEEN THE BENEFICIARY AND THE APPLICANT.

**46A: Documents Required**

1. BENEFICIARY'S CERTIFICATE CERTIFYING THAT A PARTIAL/FULL *<strike off whichever is not applicable>* VALUE OF UNPAID INVOICE(S) AND/OR DEBIT NOTE(S) AMOUNTING TO INR [•] IS DUE ON (DD/MM/YYYY) PURSUANT TO THE AGREEMENT ON ACCOUNT OF APPLICANT'S FAILURE TO PERFORM OR FULFILL ANY OF ITS OBLIGATION SET FORTH IN THE AFORESAID AGREEMENT.
2. COPY OF UNPAID INVOICE(S) AND/OR DEBIT NOTE(S) UNDER THE AGREEMENT AGAINST WHICH THE AMOUNT CLAIMED IS DUE TO BENEFICIARY.

**47A: Additional Conditions**

1. THIS LETTER OF CREDIT IS ALLOWED TO BE OVERDRAWN FOR AN ADDITIONAL AMOUNT NOT TO EXCEED 10% OF FACE VALUE OF SBLC AS INDICATED UNDER FIELD 32B IN THE EVENT OF DEPRECIATION IN THE VALUE OF INR AGAINST USD OVER AND ABOVE THE 'INITIAL EXCHANGE RATE'. SUCH ADDITIONAL AMOUNT SHALL BE DETERMINED AS THE AMOUNT BY WHICH FACE VALUE WOULD INCREASE WHEN MULTIPLIED BY THE 'APPLICABLE EXCHANGE RATE' AND DIVIDED BY THE 'INITIAL EXCHANGE RATE'.

FOR COMMON UNDERSTANDING OF ABOVE CLAUSE, THE TERMS 'APPLICABLE EXCHANGE RATE' AND 'INITIAL EXCHANGE RATE' ARE DEFINED AS BELOW:

'APPLICABLE EXCHANGE RATE' MEANS THE AVERAGE (MID-RATE AS ROUNDED OFF TO TWO DECIMAL PLACES) OF THE TT (TELEGRAPHIC TRANSFER) BUYING AND SELLING RATES OF EXCHANGE FOR CONVERTING USD TO INR AS QUOTED BY THE STATE BANK OF INDIA ("SBI") APPLICABLE TO THE DAY ON WHICH PAYMENT AGAINST THE DEMAND IS MADE; PROVIDED, HOWEVER, THAT: (I) IF SUCH RATE IS NOT AVAILABLE AS TO ANY DAY, THE LAST AVAILABLE EXCHANGE RATE SHALL BE USED; AND (II) IF SBI RELEASES MORE THAN ONE QUOTE ON THE APPLICABLE DAY, THE FIRST QUOTE OF THE DAY SHALL BE USED.

'INITIAL EXCHANGE RATE' MEANS INR [•] PER USD.

ALL PAYMENTS SUPPORTED BY COMMERCIAL DOCUMENTS DENOMINATED IN USD UNDER THIS LETTER OF CREDIT SHALL BE PAID IN

EQUIVALENT INR BY CONVERTING THE AMOUNT DUE AT THE 'APPLICABLE EXCHANGE RATE'.

2. FOLLOWING ANY PAYMENT PURSUANT TO A CREDIT COMPLYING PRESENTATION, ISSUING BANK SHALL AUTOMATICALLY AND IMMEDIATELY THEREAFTER REINSTATE THE VALUE OF THIS LETTER OF CREDIT BY THE AMOUNT PAID IN ORDER TO RESTORE THIS LETTER OF CREDIT TO ITS FACE VALUE. THE ISSUING BANK SHALL NOTIFY THE BENEFICIARY IMMEDIATELY AFTER ANY REINSTATEMENT OF THIS LETTER OF CREDIT TO THE FACE VALUE. IRRESPECTIVE OF THE NOTIFICATION FROM THE ISSUING BANK, THE LETTER OF CREDIT SHALL STAND REINSTATED TO ITS FACE VALUE UPON PAYMENT OF ANY DRAWINGS UNDER THE LETTER OF CREDIT BY THE ISSUING BANK. THIS SBLC CAN BE REINSTATED UP TO MAXIMUM CUMULATIVE DRAWINGS NOT TO EXCEED INR (*<insert value in INR equivalent to 3 times the face value of SBLC >*) DURING THE VALIDITY OF THE SBLC.
3. BENEFICIARY IS ELIGIBLE TO DRAW FULL VALUE OF THE LETTER OF CREDIT IF THE APPLICANT FAILS TO RENEW THIS LETTER OF CREDIT OR REPLACE THIS LETTER OF CREDIT WITH ANOTHER LETTER OF CREDIT FOR ANOTHER 1 YEAR OR IN THE EVENT OF NO FURTHER EXTENSION OF THE AGREEMENT FOR A FURTHER PERIOD OF 90 DAYS FROM THE EXPIRY DATE, ATLEAST TWENTY-ONE (21) DAYS PRIOR TO THE EXPIRY OF THIS LETTER OF CREDIT STATED UNDER FIELD 31D. DOCUMENTARY EVIDENCE UNDER 46A(2) IS NOT REQUIRED FOR PRESENTATION UNDER SBLC
4. BENEFICIARY IS ELIGIBLE TO DRAW UNDER THE LETTER OF CREDIT, DELAYED PAYMENT INTEREST ON THE AMOUNT DUE, CALCULATED FROM THE DATE PAYMENT IS DUE TO THE BENEFICIARY (AS INDICATED ON BENEFICIARY CERTIFICATE) UNTIL THE DAY ON WHICH PAYMENT IS MADE BY THE ISSUING BANK UNDER THIS LETTER OF CREDIT. THE INTEREST SHALL BE CALCULATED ON THE BASIS OF ONE MONTH STATE BANK OF INDIA MARGINAL COST LENDING RATE (SBIMCLR) PLUS SEVEN AND A HALF (7.50) PERCENTAGE POINTS. LETTER OF CREDIT CAN BE OVERDRAWN TO THE EXTENT OF SUCH INTEREST OVER AND ABOVE THE LETTER OF CREDIT VALUE (INCLUDING TOLERANCE UNDER FIELD 39).
5. ALL ORIGINAL DOCUMENTS MUST BE IN ENGLISH AND MANUALLY SIGNED.
6. PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED.
7. ALL DOCUMENTS SHALL MENTION 'DRAWN UNDER SBLC NUMBER.....DATED.....'

<b>71B</b>	<b>Charges</b>	ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
<b>48</b>	<b>Period for Presentation</b>	WITHIN THE EXPIRY OF THE LC
<b>49</b>	<b>Confirmation Instructions</b>	WITHOUT
<b>78</b>	<b>Instr to Payg/Acceptg/Negotg Bank</b>	<p>(1) SBLC TO BE ADVISED TO THE BENEFICIARY AT</p> <p>RELIANCE INDUSTRIES LIMITED  RELIANCE CORPORATE PARK  THANE BELAPUR ROAD, GHANSOLI,  NAVI MUMBAI – 400 701</p> <p>ATTN: BP EXPLORATION (ALPHA) LTD.  71&amp; 73, 2ND NORTH AVENUE,  7TH FLOOR, MAKER MAXITY,  BANDRA-KURLA COMPLEX  BANDRA (E) MUMBAI - 400 051</p> <p>(2) WE HEREBY ENGAGE OURSELVES THAT ANY DRAWINGS IN ACCORDANCE WITH THE TERMS OF THIS STANDBY L/C WILL BE DULY HONOURED BY US.</p> <p>(3) ON RECEIPT OF CREDIT COMPLIANT DOCUMENTS WE SHALL REMIT PROCEEDS AS PER NEGOTIATING BANK'S INSTRUCTION.</p> <p>(4) UNLESS EXPRESSLY MODIFIED OR EXCLUDED BY THE CREDIT, THIS CREDIT IS SUBJECT TO THE UCP (2007 REVISION) ICC PUB 600.</p> <p>(5) ALL DOCUMENTS AND ANY OTHER COMMUNICATIONS UNDER THIS LC SHOULD BE DIRECTLY SENT TO THE ISSUING BANK BY COURIER/SFMS AT THE FOLLOWING ADDRESS XXXXXX (IFSC CODE XXXXX).</p>