

**AMENDMENT NO. .... (IN WORDS) TO THE REVENUE SHARING CONTRACT  
FOR THE CONTRACT AREA IDENTIFIED AS BLOCK NAME**

THIS AMENDMENT NO. .... (IN WORDS) TO THE REVENUE SHARING CONTRACT DATED .... DAY OF ..... 20.... FOR **CONTRACT AREA IDENTIFIED AS BLOCK NAME** (HEREINAFTER REFERRED TO AS ..... “AMENDMENT”) IS MADE AT NEW DELHI ON THIS .... DAY OF ..... 20....

**BY AND BETWEEN**

1. THE PRESIDENT OF INDIA, acting through the Under Secretary, Ministry of Petroleum and Natural Gas, Government of India, having its office at Shastri Bhavan, Dr. Rajendra Prasad Marg, New Delhi – 110001, India (hereinafter referred to as “Government”) of the **FIRST PART**;

**AND**

2. Assignor Name a company incorporated under Laws of India having its Registered Office at ....., (hereinafter referred as “.....”) of the **SECOND PART**;

**AND**

3. Assignee Name a company incorporated under Laws of India having its Registered Office at ....., (hereinafter referred as “.....”) of the **THIRD PART**.

(The Government, ..... and ..... shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include their respective successors, assigns and/or Affiliates as permitted under Article 26 of the Revenue Sharing Contract, in relation to which this Amendment is being executed.)

**WHERE-AS:**

- A. The Government and ..... executed a Revenue Sharing Contract, on ..... day of ..... 20.. in respect of Contract Area identified as BLOCK NAME. The participating interest at the time of signing of the Contract was as follows:  
.....: X%

The said Revenue Sharing Contract is hereinafter referred to as the “Contract”.

- B. .... sought approval of the Government to transfer/assign its Y % Participating Interest in favour of ..... Following Government’s approval dated ... .. 20...., the respective PARTICIPATING INTEREST of the companies will be as follows:  
..... – X-Y%  
..... – Y%

..... and ..... are collectively called “Parties”.

- C. The Parties shall contribute their respective varied and / or modified Participating Interest share of Contract costs with respect to the Contract Area and assume a share of all rights and obligations corresponding to such Participating Interest share from the effective date of this Amendment, i.e. .... 20..
- D. In light of the contents of Recital B hereinabove, the Parties now wish to execute this Amendment No. .... (In Words) to the Contract to record the amendments and modifications to the Contract consequent to the assignments referred to hereinabove.

**NOW, THEREFORE THIS AMENDMENT WITNESSETH, AND THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

Any word or expression used in this Amendment No. .... (In Words) to the Revenue Sharing Contract but not defined herein below, or elsewhere in this Amendment, shall bear the meaning ascribed to it in the Contract.

**2. AMENDMENTS TO THE REVENUE SHARING CONTRACT**

a.) In the cover page description of Parties to Revenue Sharing Contract, the following shall be inserted.

AND  
ASSIGNEE NAME

b.) The description of the parties given in the Preamble to the Contract shall stand amended and substituted as per details given below:

AND

ASSIGNEE NAME a company incorporated under Laws of India having its Registered Office at ....., (hereinafter referred as “.....”), of the THIRD PART.

c.) Contents of Article 2.2 shall stand amended and the following words shall be inserted by substituting existing share of the parties:

..... : X-Y %  
..... :Y%

d.) Article 35.1 (c) shall be added after 35.1(b) to the following effect:

35.1(c) Assignee contact address with designation of contact person  
.....  
.....  
.....  
.....  
.....

### 3. EFFECT OF THIS AMENDMENT:

- a.) Upon execution of this Amendment No. .... (In Words), effective from ..... 20., ..... shall be entitled to, and shall assume Y % (In Words) undivided Participating Interest held by ..... in Contract Area identified as Block Name in the same manner, and to the same extent as ..... was entitled to, prior to the receipt of the Government's approval-(s).
- b.) The assignor ..... shall be released and discharged from its obligation under Contract only to the extent that such obligations are assumed by the assignee(s) ..... due to transfer of Participating Interest approved by the Government.

### 4. EFFECTIVE DATE:

The provision of this Amendment No. .... (In Words) shall commence and be effective from ..... 20..

### 5. MISCELLANEOUS

- a.) This Amendment No. .... (In Words) shall form an integral part of the Contract.
- b.) ..... and ..... shall be jointly as well as severally responsible and pay for all or any costs, claims, damages, expenses and-/or loss that may arise as a result of the execution of this Amendment No. .... (In Words) and also undertake to indemnify the Government of India against all or any such costs, claims and-/or expenses. It is clarified that this provision does not in any manner dilute the obligations of the said other parties as set out in the Contract.
- c.) Except to the extent specified in this Amendment No. .... (In Words), all other terms of the Contract shall remain unchanged and nothing contained herein shall change or alter in any manner whatsoever, the validity, enforceability and interpretation of the Contract. The Contract shall, except as amended by this Amendment, remain in full force and effect.

6. .... unconditionally undertakes to assume in full all liabilities, obligations and duties of the contractor pursuant to the Contract in respect of Y% participating interest transferred by ..... to ..... pursuant to the approval of Government from, the effective date of this Amendment No. .... (In Words). .... further undertakes to furnish the guarantees and/or any other document-(s) as per terms of the Contract.

### 7. Warranty

.....(Assignor) do hereby confirms that it is not in breach of any of the terms of the RSC and bind itself to warranty and forever defend all w.r.t Y% Participating Interest assigned to ..... against each and every liabilities, obligations occurred till the effective date of this Amendment No. .... (In Words).

8. This Amendment No. .... (In Words) shall be governed by and construed in accordance with the laws of India.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS ADDENDUM TO BE EXECUTED BY ITS/THEIR DULY AUTHORIZED REPRESENTATIVE(S) ON THE DATE IN THE YEAR FIRST ABOVE WRITTEN.**

**SIGNED AND EXECUTED:**

<p>For and behalf of the president of India By: .....</p> <p>Authorized representative of the above named. (GOVERNMENT')</p>	<p>In presence of Witness :</p> <p>Signature . .....</p> <p>Name . .....</p> <p>Address . .....</p> <p>.....</p> <p>.....</p>
<p>For and on behalf of ..... By :</p> <p>Authorized representative of the above named. (".....") authorized vide Board Resolution No ..... dated .....</p>	<p>In presence of Witness :</p> <p>Signature . .....</p> <p>Name . .....</p> <p>Address . .....</p> <p>.....</p> <p>.....</p>
<p>For and on behalf of ..... By:</p> <p>Authorized representative of the above named. (".....") authorized vide Board Resolution No ..... of dated .....</p>	<p>In presence of Witness :</p> <p>Signature . .....</p> <p>Name . .....</p> <p>Address . .....</p> <p>.....</p> <p>.....</p>