

GAS SALE AND PURCHASE AGREEMENT

BETWEEN

OIL INDIA LIMITED

AND

Model Gas Sale and Purchase Agreement

Table of Contents

PREAMBLE:	1
WHEREAS	1
ARTICLE 1: DEFINITIONS, ABBREVIATIONS, AND INTERPRETATIONS .	2
ARTICLE 2: CONDITIONS PRECEDENT	8
ARTICLE 3: EFFECTIVE DATE & TERM	10
ARTICLE 4: QUANTITY	10
4.1 Daily Contracted Quantity	10
4.2 Minimum Guaranteed Offtake (MGO) quantity and computation of Net Shortfall Quantity	11
ARTICLE-5: QUALITY OF GAS	13
ARTICLE 6: DELIVERY POINT, TITLE & RISKS	13
ARTICLE 7: MEASUREMENT OF QUANTITY & QUALITY OF GAS	14
ARTICLE 8: GAS PRICE AND OTHER CHARGES	16
ARTICLE 9: BILLING AND PAYMENT	18
ARTICLE 10: OBLIGATIONS OF BUYER AND SELLER	22
ARTICLE 11: SHUTDOWN AND STOPPAGE OF GAS SUPPLY	23
ARTICLE 12: REPRESENTATION & WARRANTIES	24
ARTICLE 13: ASSIGNMENT AND CO-OPERATION WITH FINANCING	26
ARTICLE 14: INSURANCE	27
ARTICLE 15: THIRD PARTY LIABILITY AND INDEMNITY	27
ARTICLE 16: CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS	29
ARTICLE 17 :FORCE MAJEURE	31
ARTICLE 18 : TERMINATION OF AGREEMENT	34
ARTICLE 19: GENERAL PROVISIONS	36
ARTICLE 20 : APPLICABLE LAW AND DISPUTE RESOLUTION	38

Model Gas Sale and Purchase Agreement

PREAMBLE:

This AGREEMENT is made on the **xx day of xxx 2024** (Two Thousand Twenty-Four) at _____ between:

OIL INDIA LIMITED (OIL), a Government of India Undertaking established under the Companies Act, 1956, having its Registered Office at Duliajan, District - Dibrugarh, Assam - 786602, hereinafter called the "**Seller**", which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns, on the **ONE PART**.

And

and M/s. (Name of consumer)

{a Pvt. Ltd. company/a Ltd. company/ proprietary firm/partnership firm, etc. as the case may be}, having its office at {address of the consumer}, hereinafter called "**BUYER**" (which expression where the context so requires or admits of, be deemed to include its successors or assignees) on the **OTHER PART**.

The Buyer and Seller are also individually referred in this agreement as "**Party**" and collectively as "**Parties**".

WHEREAS

Whereas the BUYER desires to purchase and receive natural Gas from the SELLER as per their Bid Acknowledgement No. _____ and the SELLER agrees to sell and deliver to the BUYER Natural gas as produced in its natural state or after stripping of heavier components for other uses, obtained from (Name of field) of SELLER delivered at SELLER's Installation <Name of Installation to be inserted>, Dist. , (Name of State) for the purpose of <usage of gas> _____ in the state of _____ on the terms and conditions stated in the Bid document for the field and terms and conditions stated here under which have been mutually agreed upon between the SELLER and the BUYER.

Model Gas Sale and Purchase Agreement

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS
HEREIN THE PARTIES AGREE TO THE FOLLOWING:**

ARTICLE 1: DEFINITIONS, ABBREVIATIONS, AND INTERPRETATIONS

1.1 DEFINITIONS:

In this Agreement, the following words, terms, and expressions shall have the meaning ascribed to them hereunder:

- (a) **Agreement** means this Gas Sale and Purchase Agreement along with its Schedules, Exhibits and Annexures, as may be amended, modified, assigned, or novated from time to time.
- (b) **Air crash** means the impact of non-natural airborne objects or structures on the ground, affecting the Buyer's or the Seller's Facilities and includes, without restricting the generality of the foregoing, airplanes, gliders, satellites and other similar objects.
- (c) **Applicable Laws** shall have the meaning as set out in **Article 20.1**.
- (d) **Article** means an article of this Agreement and "**Articles**" mean more than one Article.
- (e) **Billing Period** means every successive month, or part of the month, during the period of the contract.
- (f) **Btu/BTU or "British Thermal Unit"** means the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 59.0 to 60.0 degrees Fahrenheit at an absolute pressure of 14.696 pounds per square inch.
- (g) **Business Day** would mean any day in a week other than a Sunday or a day declared to be a public holiday in the State of Rajasthan under the provisions of the Negotiable Instruments Act, 1881 or any day on which banks in Jaipur are closed for business.
- (h) **Buyer's Facilities** shall mean Buyer's Gas Measurement Equipment and other Gas receiving, loading, unloading, storage and regasification facilities, downstream Gas transportation pipelines from the Delivery Points, whether owned and operated by the Buyer or otherwise or to which the Buyer has access, and includes any facilities at Buyer's Gas terminal(s), including any modification(s), alteration(s) or addition(s) to the foregoing as the Buyer may make from time to time.
- (i) **Calendar Month** means a month as per Gregorian calendar.
- (j) **Competent Authority** means:
 - i. Government of India or Government of Rajasthan, as the case may be or
 - ii. Government agency, including Central/State Ministry, agency, inspectorate, department, licensing authority, commission or

Model Gas Sale and Purchase Agreement

any regional or municipal authority thereof, that exercises any sovereign or state function in India or otherwise in relation to the performance of this Agreement by either Party; or

- iii. a Court of Law/ Judicial/ Quasi-Judicial authority or body of competent jurisdiction.
- (k) **CP Satisfaction Date** shall be the date, as specifically defined in **Article 2.2.2**.
- (l) **Custody Transfer Meter** means the flow meter(s) procured, installed, maintained, and operated by Seller at its Off-take Point(s), and jointly calibrated by the Seller and Buyer to measure quantity of the supply Gas.
- (m) **Check Meter** means the flow meter(s) to be procured, installed, maintained, and operated by Buyer at Seller's Off-take Point, and jointly calibrated by the Buyer and the Seller to check the performance of the Custody Transfer meters, as herein defined. The make and model of the Check Meters and Custody Transfer Meters preferably shall be same.
- (n) **Clearance** means any consent, licence, approval, permit or other authorization of whatsoever nature, which is required to be granted at any time by any Competent Authority, in connection with performance of either Party's obligations under this Agreement, including but not limited to procurement, transportation, supply, receipt of Gas and use of Gas.
- (o) **DCQ** means Daily Contracted Quantity, as defined and detailed in **Article 4.1.1** or Modified Daily Contracted Quantity as defined, and detailed in **Article 4.1.4**.
- (p) **Day** means a period of twenty-four (24) consecutive hours, beginning and ending at 0600 hours, IST, and the reference date for any such day shall be the date on which such day starts at 0600 hrs.
- (q) **Delivery Point** shall be the point at which the Seller delivers Gas to the Buyer and shall, for the purpose of this Agreement, be the downstream flange(s) of the Custody Transfer Meter(s), Seller installed for the purpose at the Off-take point, shall be the point of sale and transfer of title on the supplied Gas from the Seller to the Buyer.
- (r) **Effective Date** shall have the meaning, assigned to under **Article 3.1**.
- (s) **Extended Period** shall have the meaning, assigned to under **Article 3.2.2**.
- (t) **Financial Year** means a period of 12 months starting from 1st April of a Year to the 31st March of the following Year.
- (u) **First fortnight** means a period commencing at 0600 hours, IST on the first day of month and ending on 0600 hours, IST on the sixteenth day of the month and a "second fortnight" from 0600 hours on the sixteenth

Model Gas Sale and Purchase Agreement

day of the month to 0600 hours on the first day of the succeeding calendar month.

- (v) **Gas** means Natural Gas, which could be Associated Gas or Non-Associated Gas, produced/supplied in its natural state or after stripping of C2+ components.
- (w) **Gross Calorific Value (GCV)** of Natural Gas is the amount of heat expressed in kilo calories produced by the complete combustion in air of one (1) cubic metre of gas, at a temperature of Fifteen (15) degrees Celsius and at constant pressure, with the air at the same temperature and pressure as the gas, after cooling the products of the combustion to the initial temperature of the gas and air, and after condensation of the water formed by combustion and shall be calculated as per ISO 6976 standard.
- (x) **Incident** means an unplanned event (occurrence, condition, or action), which resulted or could have resulted or can result in severe personal injury to Buyer's/Seller's personnel or serious damage to the Buyer's Facilities and Seller's Facilities, plant(s), community(ies) or environment(s).
- (y) **"Intellectual Property"** means (a) all the trademarks, service marks, logos, trade dress, registered, unregistered and/ or pending applications for registration in India and rest of the world owned by, used by, or applied for, including the trademark(S) of the Seller and all other variants of the same in any form, variant, combination, composition in the representation, form and manner (herein after referred to as the "trade mark"), (b) any and all statutory and common law rights belonging, connected in, or to, the trademark in India or anywhere else in the world, (c) all the goodwill associated with the trade mark, (d) right to sue for damages and all other remedies in respect of any infringement/passing off in respect of the trade mark, (e) all rights of priority (or to claim priority) attached with the trade mark, (f) copyright in the trade mark, (g) all patents and know-how, including manuals, documentation, database, data collections, technical data, technical know-how, technology, trade secrets, confidential information, research and development information (including all research and development data, experimental and project plans), customer and suppliers lists and related information.
- (z) **Kilo Calorie** shall mean the amount of heat required to raise the temperature of one kilogram of water by one (1) degree Celsius at fifteen (15) degree Celsius.
- (aa) **Month** means a period beginning at 0600 hrs, IST on the first day of a Calendar Month and ending at 0600 hours, IST on the first day of the succeeding calendar month.

Model Gas Sale and Purchase Agreement

- (bb) **Measurement Equipment** shall mean Gas Chromatograph or a Custody Transfer Meter or a Check Meter or Pressure & Temperature Gauges individually or collectively.
- (cc) **Net Calorific Value (NCV)** shall mean the number of kilo calories evolved by complete combustion at a constant pressure of one (1) standard cubic meter of Gas and with the temperature of Gas, air and products of combustion at fifteen (15) degree Celsius and all the water formed by combustion reaction remaining in the vapor state and shall be calculated as per ISO -6976 standard.
- (dd) **Net Shortfall Quantity** shall have the meaning, explained in **Article 4.2.2**.
- (ee) **Notification of Award (NoA)** means the notification of the allocation of Gas to a Buyer pursuant to the auction process.
- (ff) **Off-Take Point** means a connection location at the Delivery Point, where Custody Transfer Meter(s), Check Meters, necessary valves, flanges, fittings etc. are installed/located for purposes of Gas supply under this Agreement.
- (gg) **Offtake window** means the Number of days quoted by the bidder for it to start regular offtake of Gas from the OIL's readiness date to supply Gas (31.12.2024) or the Date of NOA whichever is later. This figure shall not be more than 90 days. The offtake window will end on the date of commencement of Gas offtake, if Gas offtake begins before the quoted number of days required for Gas offtake. During the offtake window, Seller 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) under **Article 4.2**. However, Seller and Buyer are obliged to start the Gas offtake within this period.
- (hh) **Revised CP Satisfaction Date** shall the meaning, as specifically mentioned in **Article 2.2.3**.
- (ii) **Seller's Facilities** shall mean Seller's *Gas Measurement Equipment*, and other Gas supplying, loading, unloading, storage and regasification facilities, upstream Gas transportation pipes to the Delivery Point, whether owned and operated by the Seller or otherwise or to which Seller has access, and includes any facilities at Seller's Gas terminal(s), including any modification(s), alteration(s) or addition(s) to the foregoing as Seller may make from time to time.
- (jj) **Time** shall be stated in "Hours" and shall mean 'Indian Standard Time.
- (kk) **Week** means a period of seven (7) consecutive days beginning at 0600 hours, IST from a day.
- (ll) **Well Related Problem** means any problem related or associated with one or more wells (but not in respect of any pipeline or other equipment on or above the surface) relating to any of the following:

Model Gas Sale and Purchase Agreement

- (i) a blow-out of one or more wells.
 - (ii) any circumstance(s) pursuant to which the Seller, in the exercise of due prudence, suspends production of Gas from well(s) due to any safety concern.
 - (iii) Excessive water ingress.
 - (iv) a sudden or unexpected pressure drop;
 - (v) A change in underground reservoir conditions;
 - (vi) Sand ingress to the well bore.
- (mm) **Year** means a period of three hundred and sixty-five (365) consecutive days or three hundred and sixty-six (366) consecutive days when such period includes a twenty-ninth (29th) day of February.
- (nn) **Year, Month and "Day** wherever used in the Agreement implies that of English calendar.

1.2 ABBREVIATIONS:

- a) **AGA** : American Gas Association
- b) **ISO** : International Organization for Standardization.
- c) **IST** : Indian Standard Time
- d) **SCM** : Standard Cubic Meter is the quantity of gas required to fill one cubic meter of a space when the Gas is at absolute pressure of seven hundred and sixty (760) millimetre of mercury and at a temperature of fifteen (15) degree Celsius.
- e) **SCMD** : Standard Cubic Metre per Day.
- f) **MMSCM** : Million Standard Cubic Metre.
- g) **MMSCMD** : Million Standard Cubic Metre per Day.
- h) **MSCM** : Thousand Standard Cubic Meters.
- i) **Kg/cm² g** : Kilogram per Square Centimetre gauge pressure.
- j) **DCQ** : Daily Contracted Quantity
- k) **FBIL** : Financial Benchmark India Private Ltd (FBIL).
- l) **GSPA** : Gas Sale and Purchase Agreement
- m) **INR** : Indian Rupee, the currency of India.
- n) **USD** : U.S. dollar (\$), the currency of the United States of America.

1.3 INTERPRETATIONS:

In this Agreement:

- 1.3.1 Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa and a reference to any gender shall include a reference to the other gender or the third gender.

Model Gas Sale and Purchase Agreement

- 1.3.2 Unless the context otherwise requires, a reference to any Appendix, Article, Annexure or Schedule or Exhibit shall be to an Article or Annexure or Schedule or Exhibit of this Agreement.
- 1.3.3 This Agreement, the Schedules are intended by the Parties as the final expression of their Agreement and are intended also as a complete and exclusive statement of the terms of their Agreement.
- 1.3.4 The Schedules form an integral part of this Agreement.
- 1.3.5 All prior written or oral understandings, offers, or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.
- 1.3.6 All Appendices, Schedules, Attachments, Annexures and Exhibits form an integral part of this Agreement. In the event of any conflict between any provision of the Articles and any provision of the Appendices, Schedules, Attachments or Annexures or Exhibits, the provisions of the Articles shall prevail to the extent of inconsistency.
- 1.3.7 Reference to any law or regulation having the force of law includes a reference to that law or regulation as from time to time amended, modified, supplemented extended or re-enacted.
- 1.3.8 Any reference to time shall, except where the context otherwise requires, be construed as a reference to the time in India i.e., Indian Standard Time. Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- 1.3.9 The headings of the Articles, Clauses, Appendices, Schedules, Attachments, Exhibits and Annexes in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 1.3.10 The words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether they are followed by such phrases.
- 1.3.11 All references to a Person shall include such Person’s successors and permitted assigns.
- 1.3.12 Unless the context otherwise requires, any period referred to shall be deemed to expire at the end of the last date of such period and in case such a last day is a public holiday in State of Rajasthan, the next Business Day.
- 1.3.13 This Agreement is made and executed in the English Language which shall be the governing text for all purposes.
- 1.3.14 Any Notice mentioned in this Agreement shall be a written one.

Model Gas Sale and Purchase Agreement

- 1.3.15 A reference to a volume of Gas is a reference to the volume at Standard Pressure and Standard Temperature.
- 1.3.16 The terms and provisions of this Agreement, and the respective rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of their respective successors and permitted assigns.
- 1.3.17 Arithmetic Convention: All calculations of Gas flow in MMSCM shall be done upto 6 (six) decimal places, with a seventh decimal digit of 5 being rounded up and for calculation of the same in Rupees, it shall be done to two decimal places with the third decimal digit of 5 being rounded up. For calculations of other parameters, it shall be done to three decimal places with the fourth digit of 5 being rounded up.

ARTICLE 2: CONDITIONS PRECEDENT

2.1 Conditions Precedent:

The supply of Gas under this Agreement shall be subject to the satisfaction or waiver of the following Condition(s) Precedent within the Offtake window:

2.1.1 Seller's Conditions Precedent

- a. The Seller's Facilities shall be ready for commencement of supply of Gas to the satisfaction of the Buyer.
- b. Seller shall have obtained all the applicable approvals as necessary for commencement of supply of Gas and fulfilment of all obligations under this Agreement.
- c. Seller shall communicate address /location details of the Delivery Point and all Take-Off Points for delivery of Gas at the Delivery Point with a commitment to intimate any change(s) thereafter, so that Buyer can make necessary arrangement for the supplied Gas.
- d. Seller shall communicate procedural manual to the Buyer for day-to-day entry of Buyer's personnel to Seller's Facilities & premises, measurement of Gas delivery, safety procedures etc.

2.1.2 Buyer's Conditions Precedent

- a. The Buyer's Facilities shall be ready for commencement of taking delivery of Gas to the satisfaction of the Seller.
- b. Buyer shall have obtained all the applicable permits, consents and approvals including corporate and statutory approvals necessary for receipt and purchase of the Gas.
- c. Settlement of the full amount(s) due (if any) to the Seller along with applicable interest towards supply of Gas to the Buyer prior to the

Effective Date.

2.2 Reasonable Endeavor & Time Extension

2.2.1 The Seller and the Buyer shall use reasonable endeavour to achieve early satisfaction of their respective Conditions Precedent in **Articles 2.1.2** and **2.1.3** respectively.

2.2.2 The date on which the last of the Conditions Precedent is fulfilled or waived shall be the “**CP Satisfaction Date**”.

2.2.3 In case of non-fulfilment of Conditions Precedent on the scheduled CP Satisfaction Date, Parties may agree to revise the CP Satisfaction Date within the Offtake window. Such revised date shall be referred as (“**Revised CP Satisfaction Date**”).

2.3 Notification

2.3.1 Upon satisfaction of Conditions Precedent, either of the Parties shall notify the other of such satisfaction.

2.3.2 Each Party shall keep the other Party informed with specific information on a regular basis regarding its efforts towards satisfaction of the Conditions Precedent and furnish all reasonable assistance to such other Party in satisfying the Conditions Precedents if requested.

2.4 Termination and Conditions Precedent

2.4.1 This Agreement may be terminated by any of the Parties, if any of the Conditions Precedent is not fulfilled by the CP Satisfaction Date or the Revised CP Satisfaction Date as the case may be, unless it is waived in writing by the other Party.

2.4.2 In the event of termination on the above ground, Party seeking termination shall serve upon the other Party 30 days written notice, informing its intention to terminate the Agreement and providing other party an opportunity to fulfil the Condition Precedent during the said Notice Period. In the event other Party fails to fulfil the Condition Precedent the Agreement shall terminated unless otherwise agreed by the Party giving the notice.

2.4.3 In the event of such termination, neither Party shall be liable to the other Party except for failure to exercise reasonable endeavour under **Article 2.2**.

Model Gas Sale and Purchase Agreement

2.5 Waiver of condition precedent by mutual consent

- 2.5.1 Any Condition Precedent, as referred to hereinabove, may be waived by mutual consent of both Parties.
- 2.5.2 No waiver of any CP shall be implied from any action/inaction of the either of the Parties unless expressly waived in writing by the other Party in the manner contemplated here.

ARTICLE 3: EFFECTIVE DATE & TERM

3.1 Effective Date: Effective Date shall be the date on which this Agreement is signed.

3.2 Agreement Term

- 3.2.1 This Agreement shall come into force from Effective date and shall remain valid _____. The Agreement may be extended further in accordance with **Article 3.2.2 with mutual consent.**
- 3.2.2 In the event of either Party decides to extend the Agreement Term, such Party shall give notice to the other Party of its intention at least two months before the expiry of the Agreement. Pursuant to said notice, the Agreement may be extended on such terms and conditions as may be mutually agreed upon and accordingly extension Agreement may be executed ("**Extended Period**").

ARTICLE 4: QUANTITY

4.1 Daily Contracted Quantity

- 4.1.1 The Seller shall supply and deliver the Daily Contracted Quantity (DCQ) of Gas to the Buyer on a regular basis at a uniform rate as far as practicable, spread over a duration of 24 hours. The DCQ of Gas is < **to be inserted Field specific** > SCMD. However the said DCQ shall stand modified during the Commissioning Period as per **Article 4.1.3** and referred as Modified Daily Contracted Quantity.
- 4.1.2 All reductions or increases, if any, in the rate of Gas drawl shall be gradual and in small steps. Both the Parties shall take sufficient precautions to

Model Gas Sale and Purchase Agreement

ensure that fluctuation in the rate of supply/ drawl of Gas is within a reasonable limit at any point of time and minimum interval between any two such steps of supply/drawl of Gas shall be one hour.

4.1.3 Commissioning Period:

4.1.3.1 The offtake window will end on the date of commencement of Gas offtake, if Gas offtake begins before the quoted number of days required for Gas offtake. A period of ninety (90) days shall be provided to the Buyer, from the date of actual commencement of gas supply, to be referred as "Commissioning Period".

4.1.3.2 The Modified Daily Contracted Quantity during the Commissioning Period shall be at least 50% of the DCQ under **Article 4.1.1**.

4.1.3.3 During the Commissioning Period, the Buyer shall provide the Seller with a monthly gas requirement at the Delivery Point, based on the Buyer's off-take plan, by the 7th day of the month alongwith detailed daily nomination schedule which shall be Modified Daily Contracted Quantity for the said period and shall be used as DCQ for calculations under **Article 4.2**.

4.1.3.4 In the event, monthly gas requirement is provided beyond 7th day of the month, the Buyer must submit the requirement for the following month also. Additionally, the Buyer shall submit a detailed daily nomination schedule for the gas requirement of next month. If the Buyer fails to submit monthly gas requirement and/or daily nominations by 7th day of any month or before gas offtake begins, 50% of the contracted quantity will automatically be considered as the Buyer's nomination.

4.1.4 In case of failure of the Buyer to offtake the monthly gas requirement, it shall pay Minimum Guaranteed Off-take (MGO) charges as per **Article 4.2**.

4.2 Minimum Guaranteed Offtake (MGO) quantity and computation of Net Shortfall Quantity

4.2.1 Minimum Guaranteed Offtake (MGO) is the minimum amount of Gas that a Buyer /Seller agrees to uplift/deliver during a month or part thereof computed as per **Article 4.2.3**

4.2.2 Net Shortfall Quantity (NSQ) for a Billing period is computed as per **Articles 4.2.3, 4.2.4 and 4.2.5**.

4.2.3 MGQ would operate monthly and Shutdown on account of Force Majeure and Scheduled Shut Down shall be out of purview of MGQ calculation(s).
N = Total number of days in a month or part thereof where GSPA is valid

Model Gas Sale and Purchase Agreement

F = number of Force Majeure days in a month

S = number of Scheduled Shut down days in a month

N1 = MGQ applicable days = N – F – S

Gas supplied/uplifted during N1 days = X

MGQ = N1 * DCQ * 0.80

MGQ Shortfall Quantity (MGQSQ) = MGQ – X

If MGQSQ ≤ 0 → Net Shortfall Quantity (NSQ) = 0. Cause for compensation does not arise for either party.

If MGQSQ > 0 → Net Shortfall Quantity (NSQ) shall be calculated as per **Article 4.2.4**.

4.2.4 If MGQSQ determined as per **Article 4.2.3** is > 0, Net Shortfall Quantity (NSQ) shall be determined as follows:

N2 = No. of days BUYER unable to uplift 80% of DCQ.

Y = Gas uplifted during the N2 days

N3 = No of days SELLER unable to supply 80% of DCQ

Z = Gas supplied during N3 days

MGQSQ_ SELLER = Higher of { [(N1-N2)*DCQ*0.8+Y – X], 0 }

MGQSQ_ BUYER = Higher of { [(N1-N3)*DCQ*0.8+Z – X], 0 }

Net Shortfall Quantity (NSQ)= MGQSQ_Buyer – MGQSQ_Seller

If NSQ is > 0, BUYER shall pay for NSQ and

if NSQ is < 0, SELLER shall pay for the modulus of NSQ i.e. |NSQ|.

4.2.5 The following conditions are applicable to **Articles 4.2.3** and **4.2.4**, wherever necessary

- (a) For calculation of “F”, if Force Majeure on a particular date is common to both the BUYER & SELLER, then it will be considered as 1(One) day only.
- (b) For calculation of “S”, if agreed schedule Shut down on a particular date is common to both the BUYER & SELLER, then it will be considered as 1(One) day only.
- (c) If on a declared and agreed Force Majeure day(s), supply / upliftment of gas is more than 80% of DCQ, then the Force Majeure shall not be effective and shall be considered as normal day(s).
- (d) If in a month, Force Majeure days and Scheduled shutdown (as per **Article 11.1**) days together is more than 25 days, there shall be no MGQ obligation.

Model Gas Sale and Purchase Agreement

- (e) If on a particular day of the relevant month both BUYER and SELLER are not able to uplift & Supply gas respectively, that day shall not be considered for MGQ calculation.

ARTICLE-5: QUALITY OF GAS

- 5.1** The quality of the Seller's Gas delivered hereunder shall be the quality of such Seller's Gas as usually made available by Seller at the Delivery Point. Seller shall ensure the quality Specifications for the Gas at the Delivery Point as set forth in Schedule C (the "Specifications").
- 5.2** All Seller's Gas delivered and accepted by the Buyer under this Agreement, constitutes the whole of the Seller's obligations with respect to the description, quality and fitness for purpose of the Seller's Gas to be delivered and (save to the extent that exclusion thereof is not permitted or is ineffective by operation of Laws, Regulations and Orders) all statutory or other conditions warranties, express or implied, with respect to the description or satisfactory quality of the Seller's Gas or its fitness for any particular purpose or otherwise are hereby excluded.
- 5.3** The quality of Seller's Gas at the Delivery Point shall be verified jointly as set forth in Schedule A.

ARTICLE 6: DELIVERY POINT, TITLE & RISKS

6.1 Delivery Point and Delivery Pressure

- 6.1.1 The Seller shall tender physical delivery of Gas to the Buyer at the Delivery Point i.e., downstream flange of Custody Transfer Meter of the Seller at the pressure stipulated in **Schedule A** and in accordance with the provisions of **Article 5**. From the designated Delivery point(s), Buyer shall receive/take delivery of Gas through Buyer's pipeline(s).
- 6.1.2 The Facilities up to the Delivery Point(s) shall be constructed, operated, and maintained by the Seller at its own risk and cost.
- 6.1.3 The Buyer shall make all proper and adequate arrangement for receiving Gas at the outlet of Custody Transfer Meter through its pipeline(s) at its own risk and cost, taking all precautions as per guidelines of OISD. The Facilities downstream from the Delivery Point(s) shall be constructed, operated, and maintained by the Buyer at their own risk and cost.

Model Gas Sale and Purchase Agreement

6.1.4 If any defect in the Buyer's intake arrangement arises, it shall be rectified by the Buyer at its own cost and risk immediately. The Seller at its sole discretion may suspend supply of Gas as soon as any defect is noticed in the Buyer's intake arrangements till the time the same is rectified to Seller's full satisfaction.

6.2 Title & Risks: Delivery of Gas by the Seller to Buyer shall be deemed to be completed, and title and risk of such Gas shall pass from Seller to Buyer at the Delivery Points. Thereafter, Seller shall not have any right, claim whatsoever on the same nor shall be responsible for any loss beyond Custody Transfer Meter installed at the defined Delivery Point.

6.3 It is expressly understood and agreed by the Parties that any Gas compression/processing/liquefaction facility required for transporting Gas from the Delivery Point to the Buyer Facilities would be set up by the Buyer at its own cost. Seller's supply commitment would be deemed to have been met once the Gas of requisite quality and quantity is offered/ delivered to the Buyer at the Delivery Point.

ARTICLE 7: MEASUREMENT OF QUANTITY & QUALITY OF GAS

7.1 The measurement of the quantity of the Seller's Gas and the testing of the quality shall be carried out at the Delivery Point in accordance with prevailing standard practice followed at the Delivery Point and the corresponding standards listed in Appendix A. Seller may install new systems as required under AGA for improvement in measurements and testing practices at the Delivery Point. Both Parties shall be present for all measurements and all ticketing of deliveries shall be completed on a joint basis.

7.2 All Custody Transfer Meters and Check Meters, installed for the purpose of measurement of Gas shall be of the best accuracy, preferably of the same make and type as mutually agreed by the Parties in writing and shall conform to the applicable Industry standards. Maintenance, operation, and computation of Gas quantity shall be in accordance with the appropriate latest edition of the Gas Measurement Committee Report of American Gas Association.

7.3 Each Party shall have the right to be present at the time of installing, reading, repairing, testing; calibration/adjustment etc. in connection with the other Party's Measuring Equipment.

Model Gas Sale and Purchase Agreement

- 7.4** The total quantity of Gas supplied to the Buyer will be measured by the Seller at its Off-take Point(s) though its Custody Transfer Meters and quantity of such Gas may be checked by the Buyer through its Check-Meters installed near the Seller's Custody Transfer Meters, if so desired.
- 7.5** A team of duly authorized representatives of the Parties will jointly witness/calibrate and adjust the Gas Custody Transfer Meter and Check Meter at the Off-Take point(s) at least once in a month. The quantity of Gas will be jointly certified fortnightly by the Buyer and the Seller at the end of each Billing period, based on which invoices shall be raised by the Seller.
- 7.6** In case of any variation in measurement of Gas recorded by Seller's Custody Meters and the corresponding Buyer's Check Meters (if installed), the same shall be shared equally between the Seller and the Buyer, subject to the condition that the discrepancy level does not exceeds ± 1.5 % volume of Gas, as recorded by Seller's Custody Transfer Meters in that month. In case of variation/discrepancy level being more than ± 1.5 %, the Custody Transfer Meters and the Check Meters would be thoroughly checked and calibrated within a week's time and till such time, said discrepancy shall be shared equally between the Seller and the Buyer.

7.7 Determination of Calorific value

- 7.7.1 For measurement of calorific value (GCV and NCV) of Gas, sampling will be carried out by the Seller at Off-Take Point. Collected samples will be sent to Seller's laboratory for Calorific Value determination. The Seller shall take at least 1 (One) sample from each Off-Take Point(s) in a fortnight. If for some reason multiple samples are considered necessary in a particular billing period, simple average of the calorific values obtained shall be calculated. The sampling method of the calorific value (C.V) determination shall be as per ISO 6976 standard and the report in this regard shall be final & binding on the Buyer.

7.8 Unit of Measurement

- 7.8.1 The unit of measurement of Gas volume shall be one (1) Standard Cubic Meter. All observations, records and procedures involved in the determination or verification of the quality and other characteristics of Gas shall be in accordance with the standards prescribed in the appropriate report of the American Gas Association's Gas Measurement Committee, including the appendix thereto, as published in April 1955, as amended, or supplemented from time to time.

7.9 Failure of Measurement Equipment

- 7.9.1 If at any Off-Take Point, if one or more Custody Transfer Meter(s) or the Check Meter(s) (if available) is/are found to be defective, the Gas readings of the other Custody Meter will be considered for billing. If Check Meter is

Model Gas Sale and Purchase Agreement

not available or both meters are out of order, the Gas readings shall be determined by the Parties through mutually accepted procedure.

7.9.2 If in any month, Calorific Value could not be determined either by online gas chromatograph or by Gas sampling, it will be determined by the Parties through mutually accepted procedure.

7.10 Seller's Custody Meters and Buyer's Check Meters

7.10.1 The supply, installation, operation and maintenance of Custody Transfer Meters and Check Meters will be the responsibility of the respective Parties. All other facilities related to measurement of various parameters required to determine Gas quality and quantity at the Off-take Point will be installed and maintained by Seller and Buyer respectively. Facilities at Off-Take Point will be supplied and maintained by Seller. The measurement of Gas shall be at Seller's Custody Meters and sampling of Gas shall be through Seller's sampling devices installed at the Delivery Point. Any Measuring Equipment of the Buyer shall be installed in a manner so as not to interfere with the operation of the Seller's Measuring Equipment.

7.10.2 **Access:** The Parties shall have access, at all reasonable times, to the Measuring Equipment and all other instruments used by the other Party in measurement of quantity and quality of Gas, delivered at the Off-Take Point.

7.11 Preservation of Test Records

7.11.1 The Parties shall each preserve or caused to be preserved all original test data, charts, electronic meter or similar records, as recorded through the Measurement Equipment under this Agreement, together with all relevant calculations for at least two (2) Financial years succeeding the financial year, in which said test data, charts and relevant records and calculations were made or related to. The test records from such measurement equipment will remain the property of respective Parties. However, Parties shall provide such record to other parties as requested. The record so provided shall be subject to due return of the same within 30(thirty) days after receipt thereof.

ARTICLE 8: GAS PRICE AND OTHER CHARGES

Commencing from the Effective Date and during the Agreement Period, Buyer shall pay the price, which shall be arrived at in the following manner: -

8.1 Gas Price

Model Gas Sale and Purchase Agreement

8.1.1 The price of gas shall be as set forth in **Schedule B** of the Agreement.

8.1.2 The Buyer being in doubt, whether a particular tax or duty or any change is effective or imposed, as the case may be, the Buyer shall take up the matter directly with the Central or State Govt. or local authority or any such other body or bodies concerned without withholding the payments thereto invoiced under this Agreement to Seller and shall inform the Seller regarding the decision of such authorities.

8.1.3 The formula for calculating the Gas price in INR /MSCM would be as below:

$$\text{Gas Price} = \frac{[(\text{BP}) \times 3.968254 \times \text{GCV} \times \text{Exchange rate (INR /USD)}]}{1000}$$

Where,

"BP"	-As determined under Article 8.1.1
"GCV"	- Measured Gross Calorific Value (Kcal) of Gas per one standard Cubic meter.
"Exchange Rate"	- Monthly average of the FBIL published exchange rates of the month previous to the supply month. The rates can be downloaded from FBIL website: http://www.fbil.org.in
"3.968254"	- Factor for converting Kcal to Btu

8.1.4 Marketing Margin

Marketing margin @ **INR 200 per MSCM** (as amended from time to time by the Govt. of India) adjusted for Net Calorific Value in MSCM would be charged in addition to the Base Price for the quantity of Gas supplied by the Seller to the Buyer, which is meant for end use of the Buyer.

8.1.5 Any directive, instruction, order, clarifications etc. of the MOPNG, Government of India issued from time to time on pricing, or Gas allocation policies, having impact on Gas pricing, shall be applicable from the date specified therein and such Gas price shall be payable by the Buyer for Gas supplied under this Agreement. The price of Gas, if revised by Government of India retrospectively, the refund /payment of arrears shall be made within 30 days from the date of receipt of bill with supporting documents.

8.2 MGO Charges

In case Net Shortfall Quantity arises under **Article 4.2**, the price payable for the shortfall quantity will be Gas Price as set forth in Schedule B of the

Model Gas Sale and Purchase Agreement

Agreement. In case of NIL drawl of Gas during a particular month, the weighted average GCV of Gas delivered during the same month to a similar customer of the Seller from the same source shall be considered for Gas price determination.

8.3 The above Price and charges are exclusive of Taxes, Duties, Cess, VAT, GST, Education Cess and all other levies as applicable at present or to be levied in future by the Government or State Government or Municipality or any other local body or bodies payable on sale of Gas and these shall be borne by the Buyer in addition to the applicable price and marketing margin.

8.4 Price revision:

The Seller shall provide notice to the Buyer of such revision in price setting out the proposed amount of such change in the Base Price and all other applicable taxes and levies, together with the details of calculation of the revised Price of Natural Gas. If the Buyer wishes to verify any of the matters set out in the Seller's notice, the Buyer shall, at its own cost, verify the revision to the Price of Natural Gas. Each Party shall extend necessary co-operation and assistance that is reasonably requested by the other Party in carrying out such review/ verification.

ARTICLE 9: BILLING AND PAYMENT

9.1 Fortnightly Invoice: SELLER shall raise an invoice on BUYER in Indian Rupees, on fortnightly basis for the Gas delivered in MMBTU during the period, specifying the following:

- i. The gas quantity for the applicable Billing Period;
- ii. The details of the Gross Calorific Value (GCV) to derive SELLER's Gas sold during a Billing Period;
- iii. The details of the Net Calorific Value (NCV) of gas, if applicable;
- iv. Price of the Gas as set forth in Schedule B of the Agreement;
- v. Applicable taxes, and levies on above.

The billing period means a period of consecutive days beginning at 06.00 hrs. from a day and ending at 06.00 hrs. on the first day of the immediately following Billing period as under:-

- i. "First Billing Period" means the 1st to 15th day of the Month; and
- ii. "Second Billing Period" means the 16th to last day of the month;

The Invoice or Supplementary Invoice shall be sent by facsimile or e-mail to the designated officer as set forth in **Schedule A** of this Agreement or to

Model Gas Sale and Purchase Agreement

such other number or e-mail address as Buyer may from time to time designate by notice to Seller.

- 9.2** BUYER shall pay the amount due in the invoice to SELLER for all SELLER's Gas delivered and any applicable charges during any Billing Period (the amount invoiced as due for that Billing Period) and any amount due and reflected on the Supplementary Invoice for that Billing Period, within 7 (seven) Days of the Invoice date.

Minimum Guaranteed Off-take (MGO) Charges as stipulated in **Article 8.2** shall be billed on monthly basis.

In addition to the payment dates above, the Buyer shall pay MGO charges to the Seller on a monthly basis in case the off-take during the month qualifies for such payment as per **Article 8.4** within 7 (seven) Days of the date of MGO charges Invoice.

The payments shall be made by the Buyer to the Seller in the Bank Account as mentioned in the Invoice(s).

- 9.3** The Seller shall calculate the Price of gas delivered at the Delivery Point in accordance with **Article 8** based on the calorific value of Seller's Gas delivered during the Billing Period.

- 9.4** Interest on overdue payments shall accrue as of and including the Due Date for payment and ending on but excluding the date of payment. Delay in payment will attract interest @ State Bank of India (SBI) Base Rate plus 6% per annum compounded quarterly for each day payments are overdue until paid.

- 9.5** BUYER shall arrange remittance of the Amount Due and other amounts due on the Supplementary Invoices on or before the Due Date specified herein in immediately available funds via electronic transfer or telegraphic transfer to the bank(s) and account(s) designated from time to time by SELLER by notice to BUYER. BUYER shall provide (by facsimile transmission or by e-mail to a designated officer of SELLER) details of BUYER's payment at the time of any such payment. The cost, if any, of such electronic transfers or telegraphic transfer shall be borne by the BUYER.

- 9.6** If either or both of Buyer's banks and/or Seller's banks are closed on the Due Date the payment will be made on the day previous to the aforesaid Due Date.

Model Gas Sale and Purchase Agreement

- 9.7** If Buyer's banks and Seller's banks are closed for two consecutive days or more, any payment due on the first day shall be made on the day prior to the Due Date of payment and any payment due on the second day or following day shall be made on the first working day following such closure.
- 9.8** In case of unscheduled closure of either or both Buyer and/ or Seller's banks on the Due Date, the payment will be made on the following working day.
- 9.9** Notwithstanding anything contained in **Article 9.3 to 9.6**, in case payment Due Date falls on Saturday, payment shall be made on immediately preceding Friday whereas when payment Due Date falls on Sunday, payment shall be made on immediately following Monday.
- 9.10** In case of non-receipt of payment within Due Date as per Sub-**Article 9.2**, Seller shall recover the same from the Payment Security provided to Seller.
- 9.11** In the event of dispute regarding billing and payment, BUYER agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the Parties or, failing agreement within [60] days, matter shall be resolved in accordance with **Article 20**.
- 9.12 Security of payment against gas supply:** At least 15 days prior to Scheduled Commencement date (mentioned in the RFP), the Buyer shall submit irrevocable revolving and without recourse Letter of Credit (hereinafter referred to as L/C) from any Nationalized/Scheduled Commercial Bank at (name of Place) in favour of the Seller as per Format provided in **Schedule D** (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required). This L/C value shall be equivalent of 30 days of gas supply calculated on DCQ (as specified in **Article 4.1**) and multiplied by price of the gas as specified in **Schedule B** of the Agreement considering the gross calorific value (GCV) of gas to be supplied by the Seller (All applicable taxes and duties etc. shall be added to the applicable price of gas). The L/C should be valid for one year period. Gas supply to the consumer shall not commence unless L/C towards payment security is furnished.
- 9.13** If the L/C is en-cashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall maintain a L/C of 125% value of the original L/C amount to provide higher payment

Model Gas Sale and Purchase Agreement

security. In case of Payment security is provided from a scheduled commercial private sector bank then the requirement of AA credit rating of the bank would be checked at the time of first time submission and subsequent renewal thereof.

- 9.14** During the term of the Agreement, the L/C amount shall be based on rolling average of the conversion rate of USD vis-à-vis INR for the preceding 3 (three) months and based on average gas off-take quantity for the preceding 3 (three) months. L/C amount shall have to be revised if the amount so calculated varies by more than 10% on either side in a month. First such revision shall be due at the start of the fourth month from the commencement of the Agreement.
- 9.15** The BUYER shall ensure the validity of the L/C by getting extension duly issued by his Banker at least one month before the expiry of the existing L/C. Further, Buyer shall ensure that during the last year of Contract, validity of the L/C submitted is at least till four months beyond the Term of Contract. In case of failure to extend the validity of L/C by the BUYER, SELLER shall have right to invoke the L/C for encashment and keep the amount as deposit till the L/C is renewed. Further, SELLER shall have the right to stop the supplies for not keeping the L/C valid without any prejudice to the rights of SELLER to recover for Minimum Guaranteed Off take (MGO) charges as per **Article 8.2** of the Agreement.
- 9.16** If for any reason the payment in relation to an invoice is delayed beyond **60 (sixty)** days from the receipt of the invoice by the Buyer or any deduction is made by the Buyer from the invoiced amount while making payment for any reason, the Seller without prejudice to any other right or remedy available to it under this Agreement or otherwise may suspend the supply of Gas after serving 7 (Seven) days' notice to the Buyer. Further, Seller reserves the right to stop the Gas supply till full payment is made by the Buyer.
- 9.17** In case of any discrepancy/dispute on the invoiced amount, the Buyer shall lodge quantified claim(s) with the Seller within a period of one month from the date of receipt of the invoice but without withholding payment of the bill under dispute. The Seller undertakes to settle the claim within a period of 30 days from the receipt of such claim to the extent found mutually acceptable. Such dispute, if unresolved, shall be resolved through dispute resolution mechanism as referred to under **Article 20.2**.

ARTICLE 10: OBLIGATIONS OF BUYER AND SELLER

10.1 Buyer's Obligations

10.1.1 Scope of Obligations

Subject to and in accordance with the terms of this Agreement: -

- a) The Buyer shall provide to the Seller, on request, any report or available information, to the extent it is required for the purpose of this Agreement and is available with the Buyer but not a Classified and Confidential information to enable the Seller to comply with or to fulfil its obligations under this Agreement within a reasonable time.
- b) The Buyer shall plan and inform the Seller at the beginning of every financial year, the annual maintenance shutdown period.
- c) Buyer shall promptly inform Seller about: -
 - i. any litigation threatened or pending, disputes or claims, concerning this Agreement or the transactions covered by this Agreement.
 - ii. any refusal or threatened refusal to grant, renew or extend, or any action pending or threat that might affect Gas production & supply, renewal, or extension of the AGREEMENT.
 - iii. any dispute with any Competent Authority concerning the supply of Gas under this Agreement.
 - iv. all notices of violation issued by any Competent Authority to the Buyer concerning the supply & transportation of Gas under this Agreement and status of obtaining clearances, permissions.

10.1.2 Standard of Performance of Obligations by BUYER

Buyer shall perform its obligations, at its own costs, hereunder in accordance with:

- i. The terms of this Agreement.
- ii. All Applicable Laws.
- iii. All relevant clearances from time to time in force.
- iv. Good Industry practice.

10.2 SELLER's Obligations

10.2.1 Scope of Obligations:

Subject to and in accordance with the terms of this Agreement: -

Model Gas Sale and Purchase Agreement

- a) The Seller shall provide to Buyer, on request, any report or available information, to the extent it is essential for the purpose of this Agreement and is available with the Seller, which will not include Classified and Confidential Information, to enable the Buyer to comply with or to fulfil its obligations under this Agreement within a reasonable time.
- b) The Seller shall supply Gas as specified in this Agreement round the year to the Buyer. The Seller shall make best endeavour and to the extent possible to supply Gas at steady rate of flow and pressure.
- c) Seller shall promptly inform Buyer about: -
 - i. any litigation threatened or pending, disputes or claims, concerning this Agreement or the transactions covered by this Agreement.
 - ii. any refusal or threatened refusal to grant, renew or extend, or any action pending or threatened that might affect the Gas supply, renewal or extension of any clearance.
 - iii. any dispute with any Competent Authority concerning the supply of Gas under this Agreement.
 - iv. all notices of violation issued by any Competent Authority concerning the supply of Gas under this Agreement and status of obtaining clearances, permissions.
 - v. the unforeseen sudden occurrence of event beyond the control of Seller affecting Gas supply to the Buyer.

10.2.2 Standard of Performance of Obligations by SELLER

Seller shall perform its obligations, at its own costs, hereunder in accordance with:

- i. The terms of this Agreement.
- ii. All applicable Laws.
- iii. All relevant clearances from time to time in force.
- iv. Good Industry practice.

10.3 Meetings

10.3.1 The Parties undertake to attend all meetings for the purpose of coordination, discussions, reconciliation, technical, financial or commercial matters related to this Agreement and implementation of the projects of the Parties upon reasonable notice from each other and at a mutually agreed venue and date.

ARTICLE 11: SHUTDOWN AND STOPPAGE OF GAS SUPPLY

11.1 Scheduled shutdown.

11.1.1 The scheduled annual shut down of Gas supply on account of

Model Gas Sale and Purchase Agreement

request from either the Seller or the Buyer shall be limited to a minimum number of days in a year, which shall not exceed 30 (Thirty) days in aggregate in a year for each Party.

11.1.2 The Party planning to take a shutdown for the purpose of maintenance/repairs shall give notice preferably seven (7) days prior to the proposed date of shutdown. As far as possible, the Parties shall try to synchronize their shutdown period(s) so that the shutdowns by the parties fall within the same time-frame and overall shutdown period is limited to minimum number of days in a year, as far as possible.

11.2 Unscheduled shutdown

11.2.1 Each Party shall provide, as early as is reasonably possible, a notice in respect of an unplanned interruption or emergency shutdown of Facilities that prevent delivery or taking of Gas under this Agreement.

11.2.2 The notice shall also provide the reasons and likely duration of such unplanned interruption or emergency shutdown.

11.2.3 In the event of a complete or partial unscheduled shutdown, each Party shall take immediate steps to rectify the defects and resume normal operations within a reasonable time-frame. The provisions of **Article 4.2** (MGO clause) shall be applicable during such unscheduled shutdown, unless it is on account of Force Majeure event as per **Article 17**.

ARTICLE 12: REPRESENTATION & WARRANTIES

12.1 Representations and Warranties of Buyer: As on the Effective Date, Buyer represents, undertakes, and warrants that:

12.1.1 Buyer has obtained and shall maintain during the term of this Agreement all consents, clearances, permits, licences, and approvals required under law(s) in force in India in connection with setting-up, construction, operation and maintenance of Buyer's Facilities and projects as may be required for performance by Buyer of its obligations under this Agreement and shall promptly notify Seller of any revocation, termination, amendment or break of such permit, licence or approval or any breach of any law(s) related to its performance under this Agreement.

12.1.2 Buyer is and shall remain duly formed and in good standing under the laws of India and duly qualified to do business under the Applicable law.

12.1.3 Buyer has the requisite power, authority, and legal right to execute and

Model Gas Sale and Purchase Agreement

deliver, and to perform its obligations under this Agreement.

12.1.4 The authorized signatory of the Buyer has been duly authorized by the Board of Directors vide board resolution no. _____ dated ... to sign and enter into this Agreement and a copy of the same is enclosed herewith as Exhibit A.

12.1.5 Buyer has not incurred any liability to any financial advisor, broker or finder broker or similar fee or commission in connection with the transactions contemplated by this Agreement, for which Seller or any of its Affiliate(s) could be liable.

12.1.6 Neither execution, delivery, nor performance of this Agreement violates or will violate, results or will result in a breach of or constitutes or will constitute a default under any provision of Buyer's organizational documents, any law, judgment, order, decree, rule, or regulation of any court, administrative agency, or other instrumentality of any Governmental Authority or of any other material agreement or instrument to which Buyer is a party.

12.2 Representations and Warranties of Seller: As on the Effective Date, Seller represents, undertakes, and warrants that:

12.2.1 Seller is and shall remain duly formed and in good standing under the laws of Indian and duly qualified to do business under this Agreement or otherwise.

12.2.2 Seller has the requisite power, authority, and legal right to execute and deliver, and to perform its obligations under this Agreement.

12.2.3 Seller's authorized signatory has been duly authorized by the board of directors vide board resolution no. _____ dated _____ to sign and enter into this Agreement.

12.2.4 Seller has not incurred any liability to any financial advisor, broker or finder brokerage or similar fee or commission in connection with the transactions contemplated by this Agreement for which the Buyer or any of its Affiliates could be liable.

12.2.5 Neither the execution, delivery, nor performance of this Agreement, violates or will violate, results or will result in a breach of, or constitutes or will constitute a default under, any provision of Seller's organizational documents, any law, judgment, order, decree, rule, or regulation of any court, administrative agency, or other instrumentality of any Governmental Authority or of any other material agreement or instrument to which Seller is a party.

12.2.6 Except as otherwise mentioned, the Seller covenants with the Buyer

Model Gas Sale and Purchase Agreement

not to knowingly, throughout the term of this Agreement, omit to do any act or thing or (to the extent that it is within its power to prevent) agree to or permit any amendment(s) or modification(s) of the Agreement, whereby the warranties given under this Article may be rendered invalid or would be no longer true and not to exercise and enforce its rights under this Agreement or any amendment(s) or modification(s) thereof in a manner, which will result in a breach of this Agreement.

12.3 Business Practices

12.3.1 Each Party represents and warrants to the other, as on the Effective Date, that it has not taken any action(s) that would, if such actions were undertaken after the Effective Date, conflict with such Party's obligations under this Agreement.

ARTICLE 13: ASSIGNMENT AND CO-OPERATION WITH FINANCING

13.1 Neither Party shall have the right to assign their rights and obligations under this Agreement to third party without the written consent of the other Party, which may not be unreasonably withheld. No assignment shall be made unless the assignee shall have agreed in writing to be bound by all the terms and conditions of this Agreement.

13.2 Notwithstanding anything contained in **Article 13.1**, Seller may at any time transfer or assign all its rights and obligations under this Agreement to any of its Subsidiary/ Associate/ Joint Venture/ Affiliate Company or Corporation by giving prior notice in writing to the Buyer provided that all the Seller's right and obligations under this Agreement shall stand transferred to such Associate/Subsidiary Company or Corporation. Further that Seller settles all dues in full including interest, if any, before such transfer or assignment.

13.3 Notwithstanding anything contained in **Article 13.1**, Buyer may at any time transfer or assign all its rights and obligations under this Agreement to any of its Subsidiary/ Associate/ Joint Venture/ Affiliate Company or Corporation by giving prior notice in writing to the Seller provided that all the Buyer's rights and obligations under this Agreement for drawl of Gas shall stand transferred to such Associate/affiliate or Subsidiary Company or Corporation. Further Buyer shall settle all dues in full including interest, if any, before such transfer or assignment.

ARTICLE 14: INSURANCE

14.1 Seller's Insurance

Seller shall obtain and maintain or cause to be obtained and maintained:

- (a) insurance for the Seller's Facilities and transactions under these presents, and
- (b) additional insurance(s), as is reasonably necessary, against such other risks and at such levels as a reasonable and prudent Seller of gas and operator of a Gas Regasification & Liquefaction terminal and Gas transporter would obtain and maintain.

14.2 Buyer's Insurance

Buyer shall obtain and maintain or cause to be obtained and maintained:

- (a) insurance for the Buyer's Facilities and transactions under these presents; and
- (b) such additional insurance(s), as is reasonably necessary, against such other risks and at such levels, as a reasonable and prudent Buyer of gas and transporter would obtain and maintain.

14.3 The Parties agree that insurances subscribed under this Agreement shall be for such amounts which would be reasonably sufficient for covering foreseeable risks and cost that might arise under this Agreement.

14.4 Insurances maintained

Insurances under this Agreement shall include but not limited to public liability, environmental liability, third party liability insurance, as per applicable standards and practices in the industry.

ARTICLE 15: THIRD PARTY LIABILITY AND INDEMNITY

15.1 Subject to Article 15.2 and 15.3 below:

15.1.1 Buyer will indemnify, defend and hold Seller harmless against any and all third party claims for loss, damage and expense of whatever kind and nature arising out of the construction, operation and maintenance of the Buyer 's Facilities, including the Pipelines downstream of the Delivery Point, the roads and paths within the Buyer's Facilities or premises or any of the items comprised in Buyer's Facilities, provided that any such claim has not arisen on account of any negligent act or omission, or breach of statutory duty on the part of Seller, its contractors, servants or agents; and

15.1.2 Seller will indemnify, defend and hold Buyer harmless against any and all third party claims for loss, damage and expense of whatever kind

Model Gas Sale and Purchase Agreement

and nature arising out of the operation or maintenance of the Gas Facilities, upstream of the Delivery Point and any of the items comprised in Seller's Gas Facilities, provided that any such claim has not arisen due to a negligent act or omission, or breach of statutory duty on the part of Buyer, its contractors, servants or agents.

15.2 The provision of **Article 15.1** above shall not apply to claims, arising in connection with the death of or serious personal injury to any employee of either Party during his or her employment.

15.3 If either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this **Article 15.1**, it shall notify the other Party within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior consent of the other Party and such consent shall not be unreasonably withheld or delayed. If the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

15.4 Joint Negligence

15.4.1 If the injury or damage referred to in **Article 15.1** results from the joint or concurrent negligent or intentional acts of Seller and Buyer, each of Seller and Buyer shall be liable under this **Article 15** in proportion to its relative degree of fault. The proportioning of the act of negligence between Seller and Buyer shall be mutually decided, failing which the matter shall be referred to as a dispute for determination pursuant to **Article 20.2**.

15.5 Defence of Claims

15.5.1 The Person indemnified pursuant to this **Article 15** shall have the right, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter, for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the other Party (the "Indemnifying Party").

15.5.2 If the Indemnifying Party acknowledges in writing its obligation to indemnify the Party indemnified in respect of loss to the full extent provided by this **Article 15**.

Model Gas Sale and Purchase Agreement

15.5.3 The Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through counsel of its choice, if it gives prompt notice of its intention to do so to the Party indemnified and reimburses the Party indemnified for the reasonable cost and expenses incurred by the Party indemnified prior to the assumption by the Indemnifying Party of such defence.

15.5.4 The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Party indemnified, unless the Indemnifying Party provides such security to the Party indemnified as shall be reasonably required by the Party indemnified to secure the loss to be indemnified hereunder to the extent so compromised or settled.

15.5.5 If the Indemnifying Party has exercised its rights in the manner contemplated in **Article 15.5.3**, then the Party indemnified, shall not be entitled to settle, or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

15.5.6 If the Indemnifying Party exercises its rights under **Article 15.5.3**, the Party indemnified shall nevertheless have the right to engage its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Party indemnified, when and as incurred.

15.6 Survival on Termination

15.6.1 The provisions of this **Article 15** shall survive the termination or expiry of this Agreement.

ARTICLE 16: CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

16.1 Confidentiality

16.1.1 Neither Party shall communicate to any third party the contents of this Agreement, any Memorandum or any information or documents that may come into the possession of such Party (the "**Receiving Party**") from the other Party, directly or indirectly, in connection with the performance of this Agreement and applicable Memorandum (collectively "**Confidential Information**") unless it shall have obtained the prior written consent of the

Model Gas Sale and Purchase Agreement

Party providing the same. However, this restriction shall not apply to information or documents which have entered the public domain otherwise than through the act or failure to act on the Receiving Party.

16.1.2 Either Party may without the prior written consent of the other Party communicate Confidential Information to:

- (i) Affiliates, Seller's shareholders and such of their officers, directors and employees to whom communication is reasonably necessary on a need-to-know basis for the purposes of this Agreement, in each case provided that; (i) the disclosing Party ensures that such persons are aware of the disclosing Party's obligations under this Agreement; and (ii) the disclosing Party remains responsible for any breach of such obligations by such person;
- (ii) persons participating in the implementation of the arrangements contemplated by this Agreement, to whom such communication is reasonably necessary on a need to know basis for the purposes of implementation of this Agreement, including, without limitation, legal counsel, accountants, other professional, business or technical consultants and advisers, underwriters or lenders, provided the receiving persons have entered into a written undertaking of confidentiality which is enforceable by either Buyer or Seller which requires such persons to maintain the confidentiality of such Confidential Information or are subject to professional obligations to maintain the confidentiality of such Confidential Information;
- (iii) any competent court of law, governmental authority or other authority (or any political subdivision of any of the foregoing) having jurisdiction over Buyer or Seller, provided that such agency has authority to require such disclosure and that such disclosure is made in accordance with that authority. The Receiving Party shall give the disclosing party notice prior to such disclosure being made and shall limit the disclosure to the extent legally allowable and seek to protect such information from further disclosure.
- (iv) any Conciliator or Arbitrator or such other Authority to which any dispute between the Parties has been referred, such disclosure being made pursuant to **Article 20.2** hereof.

16.1.3 A Party may also communicate Confidential Information to any person reasonably needing to see the same in connection with any bonafide

Model Gas Sale and Purchase Agreement

financing or offering or sale of securities by Seller, Buyer, any Affiliate of Seller or Buyer, shareholder of Seller or Buyer to comply with the disclosure or other requirements of applicable law or of financial institutions or other participants (including, but not limited to, rating agencies) in the financing, offering or sale, in each case provided that the Receiving Party obtains an undertaking in writing from such person to maintain the confidentiality of such Confidential Information.

16.1.4 A Party may communicate Confidential Information to a recognized stock exchange on which the shares of such Party, Seller's shareholders or Affiliates of Seller's shareholders are traded in accordance with the requirements of such stock exchange, provided that such Party shall inform the other Party of such request.

16.1.5 The release and contents of all public announcements pertaining to the operations envisaged under this AGREEMENT (other than announcements required under any Applicable Law) shall be subject to prior written approval of the other Party, which shall not be unreasonably withheld.

16.2 Intellectual Property Rights

The Parties agrees and undertakes not to use, directly or indirectly, any "Intellectual Property" of the Other Party without specific permission in writing. The Parties undertake not to claim, any direct or indirect ownership, rights over any Intellectual Property of the Other Party, and this Agreement shall not be deemed to have created any assignment or license with respect to the Intellectual Property of the Other Party by virtue of this Agreement.

ARTICLE 17 :FORCE MAJEURE

17.1 Any non-performance or partial performance or delay in performance by any Party of any of its obligations under this Agreement shall be excused, if and to the extent such non-performance or delay in performance is caused by Force Majeure events as mentioned in this Article.

17.2 Force Majeure Events: The term "Force Majeure" means any cause or event, circumstance or a combination of events and circumstances similar to those enumerated herein, which are unanticipated or unforeseeable, beyond reasonable control of the Parties and not brought about at the instance of the Party claiming to be affected by such an event or circumstance and which (or any consequences of which) has caused delay in or has adversely affected performance of contractual obligations under

Model Gas Sale and Purchase Agreement

this Agreement by either Party ("Affected Party") and which the Affected Party could not have prevented by Good Industry Practice or by the exercise of reasonable skill and care.

17.3 Events of Force Majeure shall include

- a) An act of war (whether declared or undeclared), invasion, hostilities, armed conflict or act of foreign enemy, embargo of goods and / or embargo on people, civil disturbance, revolution, riots, insurrection, civil commotion, act of terrorism, sabotage, or secession.
- b) Air Crash affecting either Party's operating facilities.
- c) Bandh/ Blockade /local environmental problem(s), leading to disruption of either Party's operation in that region.
- d). Adverse effect on Seller's Well productivity owing to shutdown arising from Force Majeure conditions till normalization of the operation.
- e) Strikes or lockouts affecting either Party's operations in that region, not arising out of dispute(s) between a Party and any of their Affiliates and/or any of their contractors, subcontractors, agents.
- f) Act of God, natural calamities, pandemic, epidemic, lightning, earthquake, cyclone, whirlwind, flood, typhoon, tempest, storm, famine, unusual or extreme adverse weather or environmental conditions, fire or explosion, affecting either Party's operation or blow-out in Seller's Wells.
- g) Act(s) of Government in its sovereign capacity.
- h) Abnormal reservoir behaviour, such as adverse consequential effect on Seller's Well productivity after Force Majeure shut-down of wells, any Well related problems, unexpected encroachment of formation water into Seller's reservoirs, formation of condensate(s) in gas reservoirs, subject to due diligence and care being exercised to avoid occurrence of such situation(s) by adopting Good Industry Practice.
- i) Adverse effects on Associated Gas production due to the following:
 - a) Full utilization of the Crude/Condensate storage capacity of the Seller or
 - b) Paucity of ullage with the Seller during non- upliftment of Crude/Condensate by refineries during Force Majeure affected period, on account of event(s) or circumstances mentioned in **Articles 17.3 (a) to (g)** above.
- j) Any accident/Incident in the Seller's/ Buyer's facilities, including transportation pipeline calling for complete or partial stoppage of supply/withdrawal.

(Note: Non-availability or lack of funds or failure to pay money when due; market conditions which adversely affect Buyer's end products; maintenance by the Parties beyond permitted period shall not be considered

as Force Majeure)

17.4 Party to notify Force Majeure Events

Where a Party is claiming suspension of its obligation(s) on account of Force Majeure circumstance(s), it shall promptly, but in no case later than two (2) days after claimed occurrence of the event of Force Majeure, notify the other Party in writing, giving full particulars of the Force Majeure circumstance(s) or event(s), the estimated duration thereof, the obligations affected and the reasons for its suspension. More specifically, the following shall be clearly mentioned in such a notice:

- a. particulars of the event giving rise to the Force Majeure claim, in as much detail as is then reasonably available including the time at which the Force Majeure event arose; and
- b. obligations which have been delayed or prevented in performance and the estimated period during which such performance may be suspended or reduced, including (to the extent known or ascertainable) the estimated extent of such suspension or reduction in performance; and
- c. particulars of the program to be implemented, if any, to ensure full resumption of normal performance hereunder.

17.5 Duty to mitigate effects of Force Majeure

A Party claiming Force Majeure shall exercise reasonable diligence to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Agreement and Affected Party shall promptly notify the Other Party, within 24 hours of removal or ceasing of the Force Majeure event(s) or circumstance(s), about the said Party's readiness to discharge its obligations under this Agreement and about resumption of compliance with such obligations immediately.

17.6 Updates

The Party claiming a Force Majeure shall, from time to time thereafter at reasonable intervals, and upon the reasonable request of the other Party, give further information provided that such updates are, in any event, given at least monthly.

17.7 Onus on Party claiming Force Majeure.

The Party claiming Force Majeure shall have the burden of proving that the circumstance(s) constitute valid ground(s) of Force Majeure under this Article within 7 (seven) days from the date of alleged occurrence of the Force Majeure and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. The Party not affected will not unreasonably contest this. If the Parties are unable in good faith to agree that a Force Majeure event has occurred, the Parties shall submit the

Model Gas Sale and Purchase Agreement

dispute for resolution pursuant to **Article 20.2** hereof; provided that the burden of proof as to whether a Force Majeure event has occurred or otherwise shall be upon the Party claiming Force Majeure event(s).

17.8 Extension of time

Where a Party is prevented from exercising any right(s) or performing any obligation(s) under this Agreement due to Force Majeure, the time for the performance of the obligations affected thereby and for performance of any obligation or exercise of any right dependent thereon may be extended by such additional period as may be agreed between the Parties or failing agreement, by resolution in accordance with **Article 20.2**.

17.9 Force Majeure exceeding 30/90 days

Notwithstanding anything contained herein above, if an event of Force Majeure occurs and is likely to continue for a period in excess of thirty (30) days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in the circumstances. In the event Force Majeure period exceeds beyond the period of 90 (Ninety) days, either Party shall, without prejudice to its rights and/or obligations, have the right to terminate the Agreement.

17.10 Payment obligation

Notwithstanding the existence of a Force Majeure event, the provisions of this **Article 17** shall not in any event excuse any failure to pay or delay in paying money due and payable under this Agreement before the time of occurrence of the Force Majeure event.

17.11 In the event, Seller is prevented from supplying the agreed quantity due to Force majeure however, it has supplied the quantity lesser than agreed quantity, the Buyer shall make payment to the Seller for actual quantity of Gas supplied during the period of Force Majeure.

ARTICLE 18 : TERMINATION OF AGREEMENT

18.1 Terms and Termination

This Agreement shall continue to be in effect as provided for in **Article 3.2**, unless terminated earlier as provided hereunder:

18.2 Termination

Model Gas Sale and Purchase Agreement

The Agreement may be terminated by either party upon the occurrence of any of the following events:

- a) A Party commits a material breach of any provision of this Agreement and fails to take reasonable remedial actions within a period of 45(Forty-Five) days of receiving notice from Seller specifying the breach complained of; or
- b) A Party fails to make any monetary payment equivalent to six months cumulative of monthly bills for Gas Supply required and payable under this Agreement on or before the Due Date or such extended period provided by Seller for such payment provided that this clause shall not apply where an equivalent amount is due and owing to Buyer from Seller under this Agreement; or
- c) A Party fails to make any payment within specified time pursuant Settlement Agreement mutually agreed by the parties or Award(Decision) given under AMRCD mechanism detailed in **Article 20.2.3**
- d) On account of Force Majeure as set forth in **Article-17** above.
- e) On account of not fulfilling Condition Precedents as set out in **Article 2** of this Agreement

Provided that the Seller shall not exercise its right of termination pursuant to **Article 18.2** on the occurrence of any of the events mentioned in this Article if the Buyer satisfies the Seller that it is willing and would be able to carry out the obligations.

18.3 Termination by Mutual consent

Except as provided otherwise, this Agreement may be terminated at any time before expiry of the Agreement Period with the mutual consent of the Parties.

18.4 Termination Procedure

- 18.4.1 This Agreement may, subject to the provisions enumerated in **Article 18.2** and/or **Article 18.3** and **Article 17**, be liable to be terminated by either of the Parties upon giving 45 (forty-five) days written notice of its intention to do so (a "Termination Notice"). The Termination Notice shall

Model Gas Sale and Purchase Agreement

specify in reasonable detail the circumstances giving rise to the Termination Notice. If the Seller/ Buyer Event of Default (as the case may be) that give rise to the termination are remedied by the defaulting Party within 45 (forty five) day period after such a notice or such extended period as may be granted by the non-defaulting Party, such notice of termination shall stand revoked and this Agreement shall continue to subsist.

18.4.2 If the circumstance(s) that would otherwise result in termination is/are the subject matter(s) of proceeding under **Article 20.2**, then termination shall not take place so long as such proceedings continue or are pending and thereafter, such termination may take place only in terms of the arbitral award passed.

18.5 Consequences of termination

The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties upto and including the date of such termination, and shall not affect or prejudice any provision of this Agreement, except otherwise provided (expressly or by implication) in this Agreement.

ARTICLE 19: GENERAL PROVISIONS

19.1 Amendment

Any Amendment to this Agreement in writing signed by all the Parties.

19.2 Waiver

19.2.1 Waiver by either Party of any obligation/rights under this Agreement by the other Party shall be in writing and executed by a duly authorized representative of the Party.

19.2.2 No waiver by any Party of any or more obligations or defaults by other Party shall operate or be construed as a waiver of any other obligations or defaults whether of a like or a different character.

19.2.3 Neither the failure by either Party to insist on, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach of acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

19.3 Survival

Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination including warranties, remedies, promises of indemnity and confidentiality provided that all obligations surviving the cancellation, expiration or early termination of this Agreement shall only survive for **a period of five years** following the date of such termination.

19.4 Effect of Illegality

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other Competent Authority to be invalid, illegal or unenforceable, then in any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, provided that such replacement provisions are satisfactory to and approved by any relevant Competent Authority. Failure to agree upon any such provisions shall not be susceptible to dispute resolution pursuant to **Articles 20** and pending such agreement, the invalidity, illegality, or unenforceability in question will not prejudice or affect the validity, legality, or enforceability of any other provision of this Agreement.

19.5 Exclusion of Implied Warranties, etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties. Each of the Parties acknowledges and confirms that it has not entered into this Agreement in reliance on any warranty, condition, undertaking, Agreement, or representation so excluded.

19.6 Severability:

Should any provision of this agreement be found to be invalid, illegal, or

Model Gas Sale and Purchase Agreement

otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

19.7 Notices

19.7.1 All notices, statements or other communications to be given, submitted or made by either Party under this Agreement shall be in writing in the English language and shall be transmitted or delivered (1) by postage, prepaid registered mail or by reputed courier service, or (2) by facsimile transmission, confirmation copies to be sent by mail or through Email , or (3) by hand to the other Party as follows, as elected by the Party giving such notice.

In the case of notices to BUYER:	In the case of notices to SELLER:
For attention of: Designation & Address Email:	For attention of: Executive Director (RF) Oil India Limited, P.O.: Jodhpur Rajasthan Email:

19.7.2 Any notices and other communications shall be deemed to have been validly given on- (1) the expiry of 7 (seven) days after posting if transmitted by airmail, or (2) the date of receipt, if transmitted by courier or delivered by hand (3) the Business Day immediately after the date of transmission, if transmitted by facsimile transmission or through Email , (whichever date is earlier).

19.7.3 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 10 (ten) days prior written notice.

ARTICLE 20 : APPLICABLE LAW AND DISPUTE RESOLUTION

20.1 Applicable Law

This Agreement shall be subject to the laws of India, rules and regulations, notification, etc. issued under such laws, as amended from time to time and courts at Jodhpur, Rajasthan only shall have exclusive jurisdiction.

20.2 Dispute Resolution

20.2.1 The Parties shall use their best efforts to settle amicably all disputes, differences or claims arising out of or in connection with any of the terms and conditions of this Agreement or concerning the interpretation or performance thereof.

20.2.2 The Parties hereby agree that any matter/ dispute/ difference/ claim, which cannot be agreed or settled amicably within 21 (twenty-one) days of its occurrence, may be referred for Conciliation under “OIL CONCILIATION RULES, 2020”.

20.2.3 **Arbitration:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Agreement cannot be resolved through Conciliation between the parties then such dispute or difference may be submitted to Arbitration for decision as hereinafter provided-

20.2.3.1 For Public Sector Undertaking:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, between Central Public Sector Enterprise (CPSEs), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December 2022 (and amendments thereto, if any) and the decision of AMRCD on the said dispute will be binding on both the parties.

20.2.3.2 For Other than Public Sector Undertaking:

Such dispute or difference shall be referred exclusively to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Arbitration under this clause will be referred to a panel of three (3) arbitrators. For arbitration between parties, one arbitrator shall be appointed by the Claimant(s) and the other arbitrator by the other Party, the two arbitrators so appointed shall then appoint the third arbitrator.

The claimant(s) and respondent(s) shall share the cost of arbitration equally. The seat and venue of the arbitration shall be [], (Rajasthan)] provided that the Arbitrator may with the consent of the Parties agree upon any other venue. The language of arbitration shall be English.

Model Gas Sale and Purchase Agreement

Notwithstanding the existence of any arbitration in terms thereof or otherwise, the Parties shall continue and be bound to continue and perform all its/his outstanding obligations in all respects under this Agreement and the Parties shall remain liable and bound in all respects under this Agreement.

The services under this Agreement shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on page 1 (one) of this Agreement.

SIGNED AND DELIVERED FOR AND ON BEHALF OF:

By: _____

By: _____

OIL INDIA LIMITED

<BUYER'S AUTHORIZED PERSON >
<BUYER>

WITNESSES:

	<u>Name</u>	<u>Designation</u>	<u>Signature</u>
1			
2			

Schedule A

Attached as Schedule A of the Gas Sale & Purchase Agreement dated ----- between Oil India Limited and _____

Production Field (s)/Area (s): [Name of field to be inserted]
Delivery Commencement Date: [Within days from the Date of NOA]
Expiry Date: [.....] ___years from actual commencement date or 15 days before date of expiry of off-take window which-ever is earlier.

Location	Delivery Point (Abbreviated name of Meter)	Metering Measurement System	Frequency of Measurement	Tolerance in Quantity Measurement	Frequency of Calibration	Frequency of Quality Testing	Typical Delivery Pressure, Kg/Cm ² g
Name of Installation to be inserted (Work Centre to Insert)	<u>Dandewala</u> (DND-GPC)	Flow Computer with Multi Variable Sensor (AGA 3 along with provision of AGA 8)	Online (Will be reported daily from 6 AM to 6 AM)	± 0.1% span;	Quarterly.	Fortnightly measurement of gas samples as per ISO 6976.	15 kg/cm ² .

Delivery Pressure: - As indicated in the RFP.

Gas quality: - To be analyzed at Seller’s Laboratory, where buyer can have access.

Seller’s Address: [.....]

Contact: [.....]

Phone number: [.....]

Fax number: [.....]

e-mail:

Buyer’s Address: [.....]

Contact: [.....]

Phone number: [.....]

Fax number: [.....]

e-mail:

Schedule B

Attached as Schedule B of the Gas Sale & Purchase Agreement dated _____ between Oil India Ltd. and _____

Price:

- a) Contract Gas price (in USD/MMBTU rounded off to 2 decimals) shall be the higher of the
- (i) Reserve Gas Price \pm Quoted Bid Price (Z) or
 - (ii) Floor Price

The "Floor Price" (in USD/MMBTU on GCV) shall be the prevalent price for gas from the Nomination fields of OIL/ONGC (\$6.5/MMBTU as on 01.08.2024).

- b) In addition to the Contract Gas Price, each Bidder acknowledges and agrees that it shall be liable to pay Marketing margin @ INR 200 per MSCM (as amended from time to time by the Govt. of India) on Net Calorific Value in MSCM basis. This price is ex-OIL installation and is exclusive of Taxes, Duties, service tax, GST, education cess, sales tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies payable on sale of Gas by OIL to the BUYER and these shall be borne by the BUYER over and above this price.
- c) In the event that the Government of India notifies some other methodology for determination of the Domestic Gas Price then the new Domestic Gas Price would be considered as the "Reserve Price" for this agreement. However, if Govt. of India discontinues notifying any Domestic Gas Price during the term of this agreement, then the last notified Domestic Natural Gas Price shall continue as "Reserve Price" for the remaining term of this contract.

Schedule C

Attached as Schedule C to the Gas Sale & Purchase Agreement dated _____ between Oil India Limited and _____.

Specifications - Gas quality:

Typical Gas Composition*	Volume (%)
1. Combustible Hydrocarbon gases:	[<u>58</u> %] minimum
2. Non-combustible gases other than HC:	[<u>32</u> %] maximum
3. Gross Calorific Value (GCV):	Not less than <u>5438</u> Kcal/SCM
4. Net Calorific Value (NCV):	Not less than <u>4899</u> Kcal/SCM

* Note: These values are tentative and based on the values of nearby Bagitibba field.

Schedule D

To: [SELLER/BENEFICIARY] [ADDRESS]

IRREVOCABLE STANDBY LETTER OF CREDIT. NO.: _____

Name of Beneficiary: OIL INDA LIMITED, <Details of OIL Office to be mentioned >

Name of Applicant: <Buyer Details to be mentioned>

Amount of Letter of Credit: _____ . **Expiry Date:** _____ .

At the request of the _____ <Name and Address> (“**Applicant**”), we, ____, <Name and Address> (“**Issuing Bank**”) hereby establish unconditional irrevocable standby Letter of Credit no. _____ Dt. _____ in favour of Oil India Limited, <Details of OIL Office> (the “**Beneficiary**”) for Rs. _____ (the “**Face Value**”) as per following terms and conditions:-

1. This is an unconditional STANDBY IRREVOCABLE and without recourse Letter of Credit, valid up to ___ for submission of documents for negotiation and payment to the bank.
2. The face value of this Letter of Credit shall be equal to Rs _____ (Rupees _____) (Equivalent to 30 days of natural gas supply).
3. This Letter of Credit is issued under _____ [Details of Tender/NOA/Contract/Agreement to be mentioned] dated _____ to cover payment for supply of natural gas by OIL (Beneficiary) to the Buyer as per AGREEMENT executed between Buyer and Beneficiary and also interest on delayed payment including payment for Monthly Minimum Guaranteed off-take (MMGO) quantity. This Letter of Credit will be valid for any of the documents such as Invoices/Provisional invoices/Debit notes/Statement of claim/ Demand letter etc. raised under the aforesaid contracts/agreement, as well as supplementary agreements, Side Letters, Term Sheet, amendments etc. and other addenda thereof.
4. Notwithstanding the above provision, it is further provided that if gas Buyer continues to draw gas supplies from OIL beyond validity period of the existing Agreement (without written extension prior to expiry of the Agreement validity for any reason whatsoever) payments due for such gas supplies and such period (including MGO charges) shall be fully covered by this letter of credit within the validity of the letter of credit.

5. All bank charges including opening, negotiation, handling, amendment, renewal, interest charges, and any other charges related to this Letter of Credit will be borne by the Applicant. However, charges of the advising bank shall be borne by the Beneficiary.
6. Payment against the Letter of Credit shall be released immediately without demur on presentation of a copy of any of the documents such as duly signed Invoices/Provisional invoices/ Debit notes/ Statement of claim / Demand Letter etc. by OIL.
7. Draft / Hundi (format enclosed) drawn under the Letter of Credit (L/C) would mark the L/C Number _____ dated _____.
8. If the payment to OIL/OIL banker is not made at sight of documents, interest @ _____ (rate as applicable on delayed payment under the relevant GSA) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
9. This Letter of Credit (L/C) shall also cover requests against partial payment and/or multiple drawings.
10. This unconditional Standby Irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through OIL's bankers without recourse to the Applicant.
11. The validity of Letter of Credit will be up to _____.
The Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, if at least one month (30 days) prior to the expiry of this Letter of Credit, Applicant fails to renew/ extend such Letter of Credit or replace it with another Letter of Credit as acceptable to the Beneficiary then, the issuing banker shall make full payment of the Letter of Credit face value upon receipt of Beneficiary letter/certificate that Applicant has failed to replace or renew the Letter of Credit.
12. The Issuing Bank undertakes not to amend any of the terms and conditions of this letter of credit (L/C) without prior consent of Beneficiary during the validity of this Letter of Credit.
13. The issuing Bank certifies that the officer(s) signing this Letter of Credit is (are) authorized for this purpose and shall remain binding upon the issuing bank.
14. The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary.

Yours faithfully

(Sign of authorized Officer of Bank)

**Appendix A
Testing and Measurement Standards**

Sampling	MPMS-14 of API
Composition	ISO 6974 and ISO 6975
H ₂ S	ASTM D 4084-94 and ASTM-D 4810
Specific Gravity and Calorific Value:	ISO 6976

Measurement System

Orifice Meter	AGA-3 along with AGA8/MPMS of API Turbine
Meter AGA-7 along with AGA 8	
Ultrasonic Meter	AGA-9