

GREEN AMMONIA SALE AGREEMENT
FOR
SALE OF GREEN AMMONIA ON LONG TERM BASIS

Between
Solar Energy Corporation of India Limited

And

_____ **[Enter name of the Procurer]**

This Green Ammonia Sale Agreement is made on the day of of 2026 at,

Between

Solar Energy Corporation of India Limited, a company incorporated under the Companies Act 2013, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 (hereinafter referred to as “SECI”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the first part.

And

[Enter name of the Procurer], a company incorporated under the Companies Act 2013, having its registered office at(hereinafter referred to as “**Procurer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the second part.

SECI and Procurer are individually referred to as ‘Party’ and collectively referred to as ‘Parties’

WHEREAS:

- A. The Union Cabinet has approved the National Green Hydrogen Mission with an outlay of Rs. 19,744 Crore up to 2029-30. The Strategic Interventions for Green Hydrogen Transition (SIGHT) program is a major financial measure under the mission, with an outlay of Rs. 17,490 Crore.
- B. The Ministry of New and Renewable Energy, Government of India has issued the Scheme Guidelines for implementation of Strategic Interventions for Green Hydrogen Transition (SIGHT) Programme – Component II: Incentive for Procurement of Green Ammonia Production (under Mode-2A) of the National Green Hydrogen Mission vide OM No. 353/2/2024-NT dated 16.01.2024 and Model Bidding Guidelines for procurement of Green Ammonia (GA) dated 26.03.2024, including subsequent amendments and clarifications thereof, if any, issued until ____ [Enter the last date of bid submission of the RfS].

- C. SECI has been designated as an Implementing Agency for developing and facilitating the establishment of the Green Ammonia production facilities in India in terms of the above Policy of the Government of India.
- D. SECI had initiated a Cost Based Competitive Bidding Process for procurement of 54,000 MT/annum of Green Ammonia produced from the Green Ammonia Production Project on the terms and conditions contained in the Request for Selection (herein after referred to as 'RFS' issued by SECI vide RfS No..... dated..... .
- E. SECI has signed/will sign Green Ammonia Purchase Agreement (GAPA) with the Green Ammonia Producer (GAP) selected under the RfS mentioned herein below (hereinafter referred to as "GAP") for procurement of _____ MT/annum Green Ammonia;
- F. Procurer has agreed to purchase Green Ammonia from the GAP through SECI under the above RfS and accordingly, SECI has agreed to sign Green Ammonia Purchase Agreement (GAPA) with Green Ammonia Producer (hereinafter referred to as "GAP") for procurement of ____ MT/annum Green Ammonia on a long-term basis, as indicated at Schedule B of GASA. Copy of the GAPA shall be submitted to Procurer within thirty (30) days of the signing of the GAPA and such GAPA shall become integral part of this Agreement (SECI-Procurer GASA).
- G. Pursuant to the aforesaid objective, the Parties are desirous of entering into a Green Ammonia Sale Agreement ("GASA") i.e. a Definitive Agreement, regarding purchase of Green Ammonia from the Project under above mentioned RfS Document. Pending execution of the necessary agreements and other relevant documents in relation to the transaction contemplated herein, the Parties wish to execute this GASA setting out the respective obligations of the Parties and the steps necessary to complete the transactions contemplated herein.
- H.(Insert name of the GAP), a Company incorporated under the Companies Act, 1956/2013, having its registered office at _____(insert address of registered office of the GAP) has agreed to sign this Agreement in the capacity as a Confirming Party to this Agreement.
- I. Standard Operating Procedure for disbursement of differential subsidy for Green Ammonia dated 25.03.2026 (Schedule-D) issued by Department of Fertilizer, including subsequent amendments and clarifications thereto shall be treated as an integral part of this agreement and same to be read harmoniously with RfS, GAPA and GASA.

The Parties have accordingly agreed to enter into this GASA to record their understanding and

agreement with regard to the purchase of Green Ammonia to be generated from the Project and in respect to the matters incidental or ancillary thereto, upon the terms and conditions set out herein below.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- I. This Agreement shall come into effect from signing of this Agreement by both the parties and such date shall be the Effective Date for the purpose of this Agreement.
- II. The duration of this Agreement shall be co-extensive and co-terminus with the duration of the Green Ammonia Purchase Agreement to be entered into between the SECI and the GAP for all intent and purposes. This Agreement may be extended beyond the Term as per Article 2.2 of GAPA, for an additional period up to 10 years, or more, based on mutually agreed terms and conditions. During the extended Term, the Price of Supply may be mutually agreed upon, taking into cognizance the market price/discovered price of Green Ammonia at the end of the original Term.
- III. Subject to the terms and conditions contained herein, SECI hereby agrees to sell and make available the Green Ammonia procured through GAP from the ____MT/annum Green Ammonia Project to be set up by the GAP at various places in ____ [Enter the location of the Projects] on the terms and conditions contained in the GAPA to be entered into between SECI and the GAP, as per the initialed GAPA (Schedule "A") on a back to back basis, to Procurer.
- IV. Procurer hereby acknowledges and accepts that SECI is an Intermediary to facilitate the promotion of Green Ammonia Projects and that there shall be no residual liability on the SECI towards the GAP which will not be fulfilled by the Procurer.
- V. In accordance with the above and except as otherwise specifically provided in this agreement, the rights and obligations of Procurer under this agreement shall be available and enforceable entirely and effectively on a back to back basis to the rights and obligations of the SECI in the GAPA signed between SECI & GAP, and in the event SECI is not in a position to enforce its rights against the GAP or is subject to any obligation to be performed towards GAP, Procurer shall be liable to perform such obligation or shall be entitled to such rights only on a mutatis mutandi basis, without any additional or independent exposure whatsoever to SECI.
- VI. Except as otherwise specifically provided in this agreement, Procurer acknowledges and accepts that the terms and conditions of the SECI-GAP GAPA shall mutatis mutandi apply to this Agreement between the parties. Procurer agrees to correspondingly fulfill, on back to back basis, all the obligations assumed by SECI towards GAP. Procurer further agrees, acknowledges and accepts that as an Intermediary, SECI is not assuming

any obligation to Procurer over and above the obligation which the GAP shall duly perform under the GAPA.

- VII. SECI has agreed with the GAP in regard to the payment of money becoming due to GAP under the GAPA and SECI shall be liable to discharge the payment obligation in terms of the provisions of the SECI-GAP GAPA. Accordingly, Procurer agrees to effectively securitize the payment of money becoming due from Procurer to SECI as detailed in this Agreement
- VIII. The parties agree that in respect of the obligations other than the payment obligation specifically mentioned herein above, in the event Procurer has any claim against SECI in regard to the performance of any obligation of SECI under this Agreement or enforcement of any right of Procurer against SECI under this Agreement, the same shall be subject to the ability of SECI to enforce the corresponding obligations assumed by GAP to SECI under the SECI-GAP GAPA. SECI shall not be required to perform and implement the obligations of SECI or agree to the enforcement of the rights of Procurer under this Agreement till such time the corresponding obligations under SECI-GAP GAPA is duly implemented by the GAP and in case of monetary obligations the amount is received by SECI from the GAP. In the event of any such claim arising at the instance of Procurer, the parties shall discuss on the course of action to be initiated by SECI against the GAP for enforcement of the corresponding obligation and all proceedings to be initiated by SECI against the GAP for such enforcement shall be pursued by SECI in consultation with Procurer.
- IX. The parties hereby agree that the Liquidated Damages/Penalties are payable by GAP under the GAPA for the delay in the commencement of Green Ammonia supply from the Green Ammonia Project and for short supply of the contracted capacity of the Green Ammonia. Procurer shall not be entitled to make any deductions towards the claim of liquidated damages against any payment due to SECI and all such other payments shall be made by Procurer by the Due Dates, notwithstanding the status of the pending claims on liquidated damages. The Parties agree that as an intermediary, SECI shall have no legal obligation to pay any amount towards Liquidated damages/ penalty for short supply except when the amount of such liquidated damages has been recovered from the GAP by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.
- X. The parties agree that the various terms contained in the SECI-GAP GAPA such as Scope of Project, Terms of the Agreement, Performance Guarantee, Performance Security,

Obligations of the respective Parties, Construction of the Green Ammonia Production Capacity, Commissioning and Commencement of Supply of Green Ammonia, Operation and Maintenance, Purchase and Sale of Green Ammonia, Measuring and Metering, Scheduling and Dispatch of Green Ammonia, Billing and Green Ammonia Accounting, Liabilities, Force Majeure, Events of Default, Termination, Transfer, Change in Law, Indemnity, Insurance, Assignment and Changes, Financing and Bankability, Representations and Warranties, Governing Law, Notices and all other Miscellaneous Terms provided in the SECI- GAP GAPA shall mutatis mutandi apply to this agreement between SECI and Procurer.

- XI. The Procurer shall be responsible for directly coordinating and dealing with the GAP through SECI, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Green Ammonia contracted under this Agreement. Procurer acknowledges SECI as an intermediary to facilitate the promotion of Green Ammonia Projects and sell of Green Ammonia to Procurer and understands that SECI, given its limited scope of operations, does not intend to take an active role in the handling of the Green Ammonia apart from the obligations expressly assumed in the GAPA and GASA. The handling of the Green Ammonia will generally be the responsibility of the GAP until delivery at the Delivery Point and it is expected that Procurer primarily liaise with GAP;
- XII. SECI under GAPA shall cause GAP to deliver Green Ammonia directly to Procurer at the Delivery Point. Till the successful delivery of GA at Delivery Point, risk of loss shall remain with GAP and after delivery of GA with Procurer.

Article 1.: APPLICABLE PRICE OF SUPPLY

1.1 The Price of Supply applicable for the sale of Green Ammonia by GAP through SECI to the Procurer under this Agreement shall be as follows:

- a. The Price of Supply as determined under the RfS/GAPA plus SECI's trading margin of Rs. 1.50/kg or;
- b. The Price of Grey Ammonia plus custom duty plus local transportation charges (if any) upto the delivery point (i.e, Grey Ammonia Equivalent Price), whichever is lower.

and applicable taxes shall be payable by the Procurer to SECI. For the purpose of 1.1 (b) and in accordance with SOP provided by Department of Fertilizers (Schedule-D), Grey ammonia price shall be worked out based on the average of Low and High CFR India weekly prices of two reputed ammonia publications namely Platts Fertecon and Argus, ruling two weeks prior to the date of invoice. For conversion of such derived price into Indian Rupee, RBI reference rate prevailing as on the date of invoice may be considered.

For those fertilizer units where ammonia is delivered by road/rail, the local transportation charges shall be equal to actual standard charges for transportation of liquid ammonia by road/rail from the nearest source upto delivery point. For other fertilizer units, where Grey Ammonia is being transported through pipelines, local transportation charges shall be equal to zero. Prior to calculation of delivery cycle of Green Ammonia, Procurer shall submit a declaration to SECI, about the transportation cost of Grey Ammonia, if applicable for consideration of the same for the GASA price calculation by SECI.

Differential subsidy to be claimed by SECI from Department of Fertiliser (DoF): [GAPA Price + Rs.1.50/kg (SECI's Trading Margin) - (Grey Ammonia Equivalent Price)] + Applicable Taxes.

GST shall be levied on the transactions between SECI, GAP and Procurers.

The subsidy amount be paid directly to SECI. SECI shall raise the invoice to Procurer for the Grey Ammonia Equivalent Price plus Applicable Taxes (as defined under Article 1.1). Under this mechanism, Procurer would make payment for the Grey Ammonia Equivalent Price plus Applicable Taxes (as defined under Article 1.1) to SECI within due date.

1.2 As per provisions of the GAPA, the GAP is permitted for full as well as part

commencement of Green Ammonia supply from the Project even prior to the SCSD. GAP will be free to sell Green Ammonia to any third party from such early commissioned Project Capacity (Part/Full) prior to SCSD. Procurer/SECI will be under no obligation to buy Green Ammonia from such early commissioned Project Capacity (Part/Full) prior to SCSD. GAP will not require any NOC from SECI/Procurer for such third party sale. Even in case of early part/full commencement of Green Ammonia supply, the GAPA will remain in force for a period of 10 (ten) years from the SCSD/extended SCSD. In case of early part/full commencement of Green Ammonia supply from the Project prior to SCSD, Procurer may provide its prior consent to purchase the Green Ammonia at the Applicable Price as per Article 1.1.

- 1.3 However, Green Ammonia procurement from the project upon early part/full commencement of Green Ammonia supply from the Project prior to SCSD, shall be subject to the approval of the Procurer. Such intimation regarding consent to procure Green Ammonia from early commencement of Green Ammonia Supply shall be provided by the Procurer within 7 days of receipt of the request being made by SECI, beyond which, it would be considered as deemed refusal on part of the Procurer.
- 1.4 It is clarified that Procurer will be obligated to purchase Green Ammonia at a Price of Supply mentioned at Article 1.1 for the Supply of Green Ammonia under the RfS/GAPA.

Article 2.: BILLING AND PAYMENT

2.1 General

2.1.1 Subject to the above, from the commencement of supply of Green Ammonia by GAP through SECI, the Procurer shall pay to SECI the monthly/periodic Supply Payments, on or before the Due Date, in accordance with Price of Supply as specified in Article 1. All Payments by the Procurer shall be in Indian Rupees.

For eg., in case of the Price of Supply as per GAPA being Rs. 50/kg for “A” kg in a particular Supply Schedule as per GAPA, while, the price of Grey Ammonia Equivalent Price as per Article 1.1 is Rs. 45/kg, then the invoice raised by SECI to the Procurer shall be for an amount of Rs. (45 x A)+applicable taxes.

2.1.2 SECI shall issue to the Procurer a signed Monthly/periodic Bill at the end of every month or Period either through e-mail or any other means on any business day based on the issuance of Acceptance Certificate by Procurer to GAP along with all relevant documents within 2 (two) working days from receiving monthly/periodic bill from GAP. However, hard copy of the bill will also be sent by the SECI afterwards. The monthly/Periodic bill shall also include the following:

- i) Supplementary bills if any
- ii) Taxes, duties Levies etc, as applicable
- iii) Change in Law if any as applicable

For the purpose of Invoicing, all amount, such as Price of Supply, Trading margin, Late Payment Surcharge etc., are exclusive of applicable taxes.

2.1.3 Procurer shall issue the Acceptance Certificate at the time of delivery/unloading of the GA consignment after performing (directly/external agency) Quality & Quantity assessment, if tested. It is clarified that any charges pertaining to this shall be directly in the scope of Procurer. The findings of the inspector shall be final and binding on both the parties. However, parties shall reserve rights to raise disputes (if any) before the Dispute Resolution Authority, as per the procedure laid down in GAPA.

2.2 Payment of Monthly Bills

2.2.1 The Procurer shall pay the amount payable under the Monthly/Periodic Bill on or before the Due Date i.e. within 15 days of presentation of bill within official hours, to such account of SECI, as shall have been previously notified to the Procurer in accordance

with Article 2.2.2 below.

- 2.2.2 SECI shall open a bank account at New Delhi ("SECI's Designated Account") for all Payments to be made by the Procurer to SECI, and may notify the Procurer of the details of such account at least ninety (90) Days before the dispatch of the first Monthly/Periodic Bill. The Procurer shall also designate a bank account at _____. The Procurer shall inform SECI the details of such account ninety (90) Days before the dispatch of the first Monthly/Periodic Bill. SECI and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or SECI's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

2.3 Late Payment Surcharge

- 2.3.1 In the event of delay in payment of a Monthly/Periodic Bill by Procurer beyond the Due Date, a Late Payment Surcharge shall be payable by Procurer to SECI on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the Marginal Cost of funds based Lending Rate (MCLR) for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent (500 bps) and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.
- 2.3.2 The Late Payment Surcharge shall be claimed by SECI through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time:
- a. All payments by the Procurer to SECI for Green Ammonia procured from it shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly/periodic charges, starting from the longest overdue bill.
 - b. If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different

years.

2.4 Rebate

- 2.4.1 For payment of any Bill including Supplementary Bill on or before Due Date, the following Rebate shall be paid by SECI to Procurer in the following manner:
- a) A Rebate of 1.5% shall be payable to the Procurer for the payments made within a period of 5 (five) days of the presentation of hard copy of Bill.
 - b) Any payments made after 5 (five) days up to and including the 20th Day after the date of presentation of Bill through email, shall be allowed a rebate of 1 %.
 - c) No rebate shall be payable on the applicable taxes and bills raised on account of Change in Law relating to taxes, duties, cess etc.
- 2.4.2 The Rebate as per Article 2.4.1 shall be applicable only in case the same is mutually agreed to by the GAP and the Procurer prior to signing of GASA.

2.5 Payment Security Mechanism

Letter of Credit (LC):

- 2.5.1 The Procurer shall provide to SECI, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable letter of credit (“Letter of Credit”), opened and maintained by the Procurer, which may be drawn upon by SECI in accordance with this Article. The Procurer shall provide SECI draft of the Letter of Credit proposed to be provided to SECI two (2) months before the SCSD.
- 2.5.2 Not later than one (1) Month before the Start of Supply, the Procurer shall through a scheduled bank at _____ open a Letter of Credit in favour of SECI, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed after every 12 months for an amount equal to:
- a) for the first Contract Year, equal to the estimated average monthly billing at the GAPA Price of Supply plus SECI’s Trading Margin or equivalent to one-third of 1 quarter of billing at GAPA Price of Supply plus SECI’s Trading Margin as applicable, based on periodicity of Supply;
 - b) for each subsequent Contract Year, equal to the average of the monthly Payments (including the subsidy from DoF) or payment equivalent to one-third of 1 quarter (including the subsidy from DoF) of the previous Contract Year as applicable, based on periodicity of Supply.

- 2.5.3 SECI shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly/periodic Bill, and shall not make more than one drawal in a Month/period provided that there are no outstanding dues.
- 2.5.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 2.5.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7) days.
- 2.5.5 The Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate SECI, in writing regarding establishing of such irrevocable Letter of Credit and any of the changes therein.
- 2.5.6 The Procurer shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- 2.5.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurer.
- 2.5.8 If the Procurer fails to pay a Monthly/Periodic Bill or part thereof within and including the Due Date, then, subject to Article 2.5.3 and 2.7, SECI may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly/Periodic Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly/Periodic Bill which has remained unpaid by the Procurer;
 - ii) a certificate from SECI to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

2.6 Not Used.

2.7 Disputed Bill

- 2.7.1 If the Procurer does not dispute a Monthly/Periodic Bill raised by the other Party within five (5) days of receiving such Bill shall be taken as conclusive and binding.
- 2.7.2 If Procurer disputes the amount payable under a Monthly/periodic Bill it shall pay complete undisputed amount and 50% of disputed amount and it shall within five (5) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
- i) the details of the disputed amount;
 - ii) its estimate of what the correct amount should be; and
 - iii) all written material in support of its claim.

- 2.7.3 If SECI agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.7.2, SECI shall make appropriate adjustment in the next Monthly/Periodic Bill. In such a case excess amount, if paid by the Procurer, shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurer and up to and including the date on which such payment has been received as refund.
- 2.7.4 If the SECI does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.7.2, it shall, within five (5) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:
- i) reasons for its disagreement;
 - ii) its estimate of what the correct amount should be; and
 - iii) all written material in support of its counter-claim.
- 2.7.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 2.7.4, authorized representative(s) or a director of the board of directors/ member of board of the Procurer and SECI shall meet and make best endeavors to amicably resolve such dispute within five (5) days of receipt of the Bill Disagreement Notice.
- 2.7.6 If the Parties do not amicably resolve the Dispute within five (5) days of receipt of Bill Disagreement Notice pursuant to Article 2.7.4, the matter shall be referred to Dispute resolution in accordance with governing Laws and Dispute resolution in GAPA.
- 2.7.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment of complete undisputed amount and 50% of disputed amount in the Monthly/Periodic Bill.

2.8 Quarterly and Annual Reconciliation

- 2.8.1 The Parties acknowledge that all payments made against Monthly/Periodic Bills shall be subject to quarterly reconciliation and adjustment, if any, within thirty (30) days of the end of the quarter of each Contract Year and annual reconciliation and adjustment, if any, at the end of each Contract Year within thirty (30) days thereof to take into account the Quantity Accounts, Price of Supply adjustment payments, or any other reasonable circumstance provided under this Agreement.
- 2.8.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurer and SECI shall jointly sign such reconciliation statement. After

signing of a reconciliation statement, the SECI shall make appropriate adjustments in the following Monthly/Periodic Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 17 of GAPA.

2.9 Purchase Obligation

- 2.9.1 The provisions of Article 4.4 of the GAPA shall be applicable mutatis mutandi to this Agreement. Procurer, in any Contract Year, shall not be obliged to purchase any additional Green Ammonia from the GAP beyond Metric Tonnes/annum (MT/annum) or as amended under the relevant GAPA(s). Subsequent to full commencement of Green Ammonia supply from the Project, if for any period of scheduled supply, it is found that the GAP has not been able to supply minimum quantity of Green Ammonia corresponding to 90% of Scheduled Supply as agreed i.e.,Metric tonnes (MT)/_____ [Insert values corresponding to 90% of the Scheduled Supply for the period under GAPA] on account of reasons solely attributable to the GAP, the noncompliance by GAP shall make the GAP liable to pay the compensation provided in this Article below.

The lower limit of supply i.e., 90% of the scheduled quantity will, however, be relaxable to the extent of Force Majeure which is beyond the control of the GAP. This compensation shall be applied to the amount of shortfall in supply during the scheduled supply period. The amount of such compensation shall be calculated @ 100% (one hundred percent) of the cost of this shortfall in quantity terms, calculated at GAPA Price of Supply, and shall be remitted to the Procurer.

The GAP is allowed to meet maximum 10% of the committed annual Green Ammonia Supply quantum through third party/other sources subject to the condition that the Green Ammonia supplied through this route meets the Green Ammonia criteria as prescribed/defined under the NGHM and the Green Ammonia Certification has been obtained by GAP for such supplied quantum. In case the GAP intimates the Procurer regarding shortfall in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) and the Procurer is able to procure the shortfall quantity of

Green Ammonia/Ammonia from any other source in the corresponding Supply Schedule, then the GAP is liable to compensate the Procurer the Price differential.

Illustration: Suppose the Price of Supply of Green Ammonia is Rs. 50/kg, the Supply Schedule is quarterly and GAP has intimated Procurer and SECI on 1st June 2028 that there will be a shortfall of 'X' MT (i.e. shortfall beyond the allowed limit of 10%) of Green Ammonia in the next quarter i.e from 1st July 2028 to 30th September 2028. Subsequently the Procurer is able to procure the 'X' MT of Ammonia from open market in the same quarter i.e. 1st July 2028 to 30th September 2028. Then the compensation to be paid by the GAP shall be as follows:

- a. In case the Procurer procures the Ammonia/Green Ammonia at Rs. 60/kg from open market then GAP is liable to pay compensation to Procurer @ Rs.10 per kg (60-50).
- b. In case the Procurer procures the Ammonia/Green Ammonia at Rs. 40/kg from the open market then GAP is liable to pay compensation to Procurer @ Rs.10 per kg (50-40).

The maximum price at which the ammonia is procured shall be considered for the above calculation. Further, in case the Procurer has not procured such shortfall quantum of Ammonia/Green Ammonia during such period then GAP is not liable to pay any compensation to Procurer.

2.9.2 Notwithstanding Article 2.9.1, the SECI/GAP is free to sell such Green Ammonia to any third party which is in excess of the quantum of Green Ammonia as per Article 2.9.1 of this Agreement from SCSD, or date of commencement of Green Ammonia supply from the full Project capacity, whichever is earlier. Any Green Ammonia which is in excess of the quantum of Green Ammonia agreed to be supplied under this Agreement shall be offered to the Procurer at Applicable Price of Supply as per Article 1.1, and in case the Procurer does not accept the same or provide its consent within 10 days, then Procurer's right of refusal shall cease to exist and the GAP shall, at its sole discretion, may sell such excess Green Ammonia to any third party. The responsibility of safe disposal of any surplus Green Ammonia lies with the GAP.

2.9.3 The Procurer shall be eligible for payment from the GAP, corresponding to the reduced supply of Green Ammonia as per aforementioned methodology. The amount shall be adjusted through supplementary bill in the successive month of supply schedule. No

Trading Margin shall be applicable on this Payment.

2.10 Payment of Supplementary Bill

2.10.1 SECI/Procurer may raise a "Supplementary Bill" for payment on account of:

- i. Change in Law as provided in Article 13 of GAPA, or
- ii. Payment under Article 2.11 and other charges, if any.

Or

- iii. Payment under Article 2.9.3 or
- iv. Demurrage and Detention as applicable

And such Supplementary Bill shall be paid by the other Party.

2.10.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SECI to the SECI's Designated Account by the Due Date.

2.10.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly/Periodic Bill in Article 2.3.

2.11 Offtake constraints by the procurer

2.11.1 Production Compensation in offtake constraints: During the operation of the plant, there can be some periods where the Project can produce Green Ammonia as per the defined requirement/Supply Schedule as per the RfS but due to procurer inability to offtake, the Green Ammonia is not supplied, for reasons not attributable to the Green Ammonia Producer. In such cases, the production compensation shall be restricted and payable by the Procurer as under and there shall be no other claim, directly or indirectly against SECI

Production Compensation= Price of Supply (i.e., GAPA Price) X Unprocured quantity of Green Ammonia due to the above provision *

Compensation (if any) calculated as per above provision, will be paid to SECI by Procurer at the end of such period of supply for which Procurer has not off-taken the Green Ammonia.

*Unprocured quantity of Green Ammonia will be the Scheduled Supply quantity which is to be supplied by the GAP to the Procurer during the period of Procurer's inability to off-take such Green Ammonia.

2.11.2 The compensation would be limited to the difference of the actual supply up to declared

capacity subject to a maximum of up to the contracted capacity and the quantum of Green Ammonia scheduled by the procurer as per the Supply Schedule given by the procurer under RfS.

In case the Procurer has intimated GAP/SECI in the ongoing supply period i.e., quarter/month, as applicable, regarding its inability to off-take up to 10% of the Scheduled amount of Green Ammonia in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) then the Procurer is not liable to pay any compensation to the GAP for such shortfall in off take.

Further, in case Procurer intimates GAP/SECI in the ongoing supply period i.e., quarter/month, as applicable, regarding its inability to off-take more than 10% of the Scheduled amount of Green Ammonia in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) and GAP is able to sell Green Ammonia to any other party in the corresponding Supply Schedule, then Procurer is liable to compensate the GAP price differential between GAPA Price of Supply and sale price to any other party corresponding to shortfall in off-take beyond 10% of the scheduled quantum of supply. In case GAP fails to produce such quantity within that Supply Schedule period, then Procurer is not liable to pay compensation to GAP.

Illustration:

1. Supply price of GA: Rs. 50/kg
2. Quarterly demand: 1000 kg
3. Next supply schedule: 1 July'28- 30 Sept'28
4. Demand Shortfall intimation by procurer: 15th June'28
5. Quantum of shortfall: 200 kg (20%)
6. Sale price realized by GAP for shortfall qt. (sl. 5)
 - a. 50 kg: Rs. 20/kg
 - b. 50 kg: Rs. 25/kg
 - c. 100 kg: Rs. 30/kg
7. Compensation/penalty to be paid by procurer (limited to shortfall beyond 10% of the scheduled supply quantum):
 - a. $100\text{kg} \times (50-30) = \text{Rs. } 2000$

The maximum price at which the Green Ammonia is sold shall be considered for the

above calculation. It is to clarify that such penalty shall be paid by the Procurer to GAP only incase when the GAP has produced such Green Ammonia. Further, in case GAP fails to sell such quantity to any other party within that Supply Schedule period, then Procurer is not liable to pay compensation to GAP.

- 2.11.3 The GAP shall be eligible for payment from the Procurer, corresponding to the reduced offtake of Green Ammonia as per above mentioned methodology. The Payment is to be done as part of the monthly/periodic bill for the successive month/period. No Trading Margin shall be applicable on this Payment.

Article 3. : EVENTS OF DEFAULT AND TERMINATION

3.1 Procurer Event of Default

3.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a Procurer Event of Default:

- (i) Any amount subject to Article 2.1 & 2.2 remains outstanding beyond a period of ninety
(90) days after the Due Date and SECI is unable to recover the amount outstanding from the Procurer through the Letter of Credit, Payment Security Fund and/ or
- (ii) The Procurer fails to evacuate Green Ammonia from the Delivery Points for a continuous period of one year.
- (iii) if (a) the Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the Procurer, or (c) the Procurer goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
Provided that a dissolution or liquidation of the Procurer will not be a Procurer Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Procurer and expressly assumes all obligations of the Procurer under this Agreement and is in a position to perform them; or
- (iv) the Procurer repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from SECI in this regard; or
- (v) except where due to any Procurer's failure to comply with its material obligations, the Procurer is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the Procurer within thirty (30) days of receipt of first notice in this regard given by SECI.
- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Procurer.

3.2 Procedure for cases of Procurer Event of Default

- 3.2.1 Upon the occurrence and continuation of any Procurer Event of Default under Article 3.1, SECI shall have the right to deliver to the Procurer a notice, stating its intention to terminate this Agreement (SECI Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 3.2.2 Following the issue of SECI Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 3.2.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 3.2.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SECI may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Procurer.
- 3.2.5 Subject to the occurrence and continuation of default by as contained under Article 3.1 and before expiry of time period of 30 days as per Clause 3.2.4.
 - 3.2.5.1 Subject to the prior consent of the SECI, the Procurer shall novate its part of the GASA to any third party, including its Affiliates within the period of 210 days beyond the period as per 3.2.4,
 - 3.2.5.2 In the event the aforesaid novation is not acceptable to SECI, or if no offer of novation is made by the defaulting Procurer, then SECI on expiry of 30 days as provided in article 3.2.4 may terminate the GASA and at its discretion require the defaulting Procurer to pay to the GAP, damages, equivalent to 36 (thirty six) months' billing amount at the GAPA Price of Supply plus SECI's Trading Margin or balance GAPA period, whichever is less, for its contracted capacity with the stipulated availability.
- 3.2.6 Further, in the event of termination of GAPA, any damages or charges, for the connectivity of the plant, shall also be borne by the Procurer.

3.3 Termination due to Force Majeure

- 3.3.1 If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.2 of the GAPA, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

3.4 Termination of back to back agreements

- 3.4.1 In case of termination of SECI-GAP GAPA, this Agreement shall automatically terminate to the extent of relevant SECI-GAP GAPA. Provided that in case of such termination as identified in this Article any pending monetary liabilities of either Party shall survive on the termination of this Agreement. In the event of termination of GAPA/GASA, any damages or charges payable, shall be borne by the entity due to whose failure, the termination was triggered.

3.5 SECI Event of Default:

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SECI's Event of Default:

- i. SECI fails to supply Green Ammonia through GAP to the Delivery Point for a period of at least 12 consecutive Supply Schedules, after the commencement of Supply of Green Ammonia, throughout the Term of this Agreement.
- ii. if (a) SECI becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against SECI, or (c) SECI goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that a dissolution or liquidation of SECI will not be a SECI's Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to SECI and expressly assumes all obligations of SECI under this Agreement and is in a position to perform them; or
- iii. SECI repudiates this Agreement and does not rectify such breach within a period of sixty (60) days from a notice from Procurer in this regard; or

- iv. except where due to any SECI's failure to comply with its material obligations, SECI is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by SECI within sixty (60) days of receipt of first notice in this regard given by the Procurer.
- v. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of SECI.

3.6 Procedure for SECI Event of Default

- 3.6.1 Upon the occurrence and continuation of any SECI's Event of Default under Article 3.5, Procurer shall have the right to deliver to SECI a notice, stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 3.6.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 3.6.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 3.6.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to SECI.
- 3.6.5 Subject to the occurrence and continuation of default by as contained under Article 3.5 and before expiry of time period of 30 days as per Article 3.6.4,
 - a. Subject to the prior consent of the Procurer, SECI shall novate its part of the GASA to any third party, including its Affiliates within the period of 210 days beyond the period as per Article 3.6.4,
 - b. In the event the aforesaid novation is not acceptable to Procurer, or if no offer of novation is made by SECI, then Procurer on expiry of 30 days as provided in article 3.6.4 may terminate the GASA and at its discretion require the GAP to pay to the Procurer, damages, equivalent to 36 (thirty-six) months' billing amount, or balance GAPA period, whichever is less, for its contracted capacity with the stipulated

availability.

3.6.6 Notwithstanding anything stated above, any of the SECI's event of default originated due to GAP's "Event of Default" and leading to termination of GASA as per Sl. No. 5 (b) above. SECI's obligation to pay damages/compensation as per Sl. No. 5 (b) above will be limited up to amount recovered from GAP.

Article 3A FORCE MAJEURE

In this Article, the following terms shall have the following meanings:

1. Affected Party:

An affected Party means SECI or the Procurer whose performance has been affected by an event of Force Majeure.

2. Force Majeure:

A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Industry Practices:

- a. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c. Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Green Ammonia Project by the Affected Party or those employed or engaged by the Affected Party.
- d. During the operation period of the Project, any breakdown/unavailability of transmission infrastructure (i.e., ISTS/STU/DISCOM), interrupting the RE power supply to the Project.
- e. Government's direction regarding shutting down of Procurer's plant or shutting down of production of DAP & NPK for reasons not attributable to Procurer.
- f. An event of Force Majeure identified under GAPA, thereby affecting delivery of Green Ammonia from GAP to Procurer.

3. Force Majeure Exclusions:

Force Majeure shall not include (i) any event or circumstance which is within the reasonable

control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in Green Ammonia Production/Fertilizer plant materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

4. Notification of Force Majeure Event

- a. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The other Party shall respond on the claim of the Affected Party within 15 days of receipt of the said intimation of Force Majeure.
- b. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- c. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the GAPA, as soon as practicable after becoming aware of each of these cessations.

5. Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event pursuant to Article 3A.2 above, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

6. Available Relief for a Force Majeure Event

Subject to this Article 3A:

- a. no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 3.3;
- c. For avoidance of doubt, Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be neither suspended nor excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d. Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

Article 4.: MISCELLANEOUS PROVISIONS

4.1 Amendment

- 4.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties, with the approval of the Appropriate Authority, if necessary. Subject to the provisions of the RfS Document and keeping this Agreement as principal Agreement, both Parties may execute further Agreement on similar terms and conditions.

4.2 Breach of Obligations

- 4.2.1 The Parties herein agree that during the subsistence of this Agreement, subject to SECI being in compliance of its obligations & undertakings under this Agreement, the Procurer would have no right to negotiate or enter into any dialogue with any third party for the purchase of Contracted Capacity of Green Ammonia which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.3 Third Party Beneficiaries

- 4.3.1 This Agreement is solely for the benefit of the Parties, GAP and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

4.4 Indemnity

- a. Procurer shall indemnify, defend and hold SECI and/or GAP harmless against:
- i. any and all third party claims against SECI and/or GAP for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Procurer of any of its obligations under this Agreement or due to the Procurer's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and
 - ii. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI and/or GAP from third party claims arising by reason of a breach by the Procurer of any of its obligations under this Agreement, (provided that this Article 4.4 shall not apply to such breaches by the Procurer, for which specific remedies have been provided for under this Agreement).

- b. SECI shall cause the GAP to indemnify, defend and hold Procurer harmless against:
 - i. any and all third party claims against Procurer, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by GAP of any of its obligations under this Agreement; and
 - ii. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered by Procurer from third party claims arising by reason of a breach by GAP of any of its obligations. In so far as indemnity to Procurer is concerned, GAP shall be the indemnifying party and not SECI.

4.5 Procedure for claiming Indemnity

a. Third party claims:

- i. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 4.4.a.i and Article 4.4.b.i, the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 1.a.i. and Article 1.b.i. in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

- (i) the Parties choose to refer the dispute to Appropriate Authority; and
- (ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- ii. The Indemnified Party may contest the claim by referring to the Appropriate Authority for which it is entitled to be Indemnified under Article 4.4.a.i and Article 4.4.b.i and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall

not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

4.6 Indemnifiable Losses

Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 1.a.ii. and Article 1.b.ii. the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article, such event shall constitute a payment default under Event of Default.

4.7 Waiver

- 4.7.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:
- 4.7.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

4.8 Confidentiality

- 4.8.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
 - i. to their professional advisors;
 - ii. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

- iii. disclosures required under Law without the prior written consent of the other Party.

4.9 Severability

- 4.9.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

4.10 Notices

- 4.10.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

- 4.10.2 If to the Procurer, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Name :
Address :
Attention :
Email :
Fax. No. :
Telephone No. :

- 4.10.3 If to SECI, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address below:

Name :
Designation :
Address : Solar Energy Corporation of India Limited, 6th Floor,
Plate-B, NBCC Office Block Tower-2, East Kidwai
Nagar, New Delhi-110023
Email :
Fax. No :

4.11 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in any rules and regulations of Government of India made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

- 4.12 The duly executed Green Ammonia Purchase Agreement between SECI and GAP shall be attached to this Agreement and shall be read along with Agreement as a composite back to back process for Production and Supply of Green Ammonia to Procurer.

4.13 Dispute Resolution

4.13.1 Dispute Resolution by the Appropriate Authority

Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in Price of Supply or any matter related to price of supply or claims made by any Party which partly or wholly relate to any change in the Price of Supply of any of such claims could result in change in the Price of Supply, and relates to any matter agreed to be referred to the Appropriate Authority, shall be submitted to adjudication by the Appropriate Authority. SECI shall be entitled to co-opt the GAP and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Authority.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of
[SECI]

For and on behalf of
[.....]

Signature with seal

1. Witness

2. Witness

SCHEDULE A

1. SECI-GAP GAPA

SCHEDULE B

S. No.	Production Facility/ Project	GAPA Price of Supply (exclusive of GST) in Rs./kg	Name of Procurer	Location of Procurer's plant	Annual Requirement (MT/annum)	Supply Schedule	Quality Parameter

SCHEDULE C: Sample Invoice

SCHEDULE D: Standard Operating Procedure for disbursement of differential subsidy for Green Ammonia issued by Department of Fertilizer

1. Background:

The Union Cabinet has approved the National Green Hydrogen Mission with an outlay of ₹19,744 crore up to FY 2029-30. Under this mission, Component II: Strategic Interventions for Green Hydrogen Transition (SIGHT) envisages incentive support for the production and offtake of Green Ammonia (GA).

The Solar Energy Corporation of India Ltd. (SECI), a Navratna CPSE under the Ministry of New & Renewable Energy has been designated as the Implementing Agency (IA) for Green Ammonia procurement under Mode-2A of the SIGHT program. Under this framework, SECI had issued a tender (RfS No. SECI/C&P/MI/00/0002/2024-25) for the procurement of 7.24 Lakh MT/annum of GA through cost-based competitive bidding. SECI is now ready to enter into Green Ammonia Purchase Agreement (GAPA) with successful Green Ammonia Producer (GAP) and back-to-back Green Ammonia Sale Agreement (GASA) with Fertilizer Companies (Buyers/Procurers).

This mechanism draws upon a well-established and time-tested model successfully employed in the renewable energy sector, wherein a Renewable Energy Implementing Agency (REIA) executes a Power Purchase Agreement (PPA) with the selected Renewable Energy developer and a back-to-back Power Sale Agreement (PSA) with the Distribution Companies (DISCOMs). This framework with Payment Security to RPDs has served as the cornerstone of India's RE market evolution, enabling large-scale project deployment with assured offtake and minimal counterparty risk.

On similar lines, the Green Ammonia Purchase Agreement (GAPA) between SECI and the Green Ammonia Producer, and the corresponding back-to-back Green Ammonia Sale Agreement (GASA) between SECI and the Fertilizer Company, replicate this proven structure. The arrangement ensures transparent price discovery, contractual symmetry, and bankable payment security—thereby laying a strong institutional foundation for India's emerging Green Hydrogen and Green Ammonia economy.

2. Problem Statement:

Since Green Ammonia is presently costlier than conventionally produced Grey Ammonia, Fertilizer companies will only be willing to procure GA at a price equivalent to the landed cost

of Grey Ammonia. However, the actual price discovered through competitive bidding is higher. The differential cost will need to be bridged through Government support to ensure:

- long-term viability for Green Ammonia Producers.
- cost parity for the fertilizer sector.
- stable offtake and fulfilment of India's energy transition goals.
- market creation for Green Hydrogen and derivatives.

3. Objective:

The primary objective of this proposal is to establish a robust and transparent Standard Operating Procedure (SOP) for disbursement of differential subsidy to SECI to cover the price differential between costlier Green Ammonia and conventional Grey Ammonia.

- i. This support mechanism is essential to:
 - hold both supply and demand sides of the market, especially during the contract supply period;
 - ensure bankability and commercial viability of projects by guaranteeing remunerative returns to Green Ammonia Producers (GAPs);
 - protect downstream users (Fertilizer Companies) from cost shocks and ensure continuity of procurement at affordable rates.
- ii. At present, the price of Green Ammonia is significantly higher than the average landed price of Grey Ammonia due to:
 - nascent technology and domestic manufacturing,
 - high cost of equipment involved,
 - limited scale & demand, and
 - lack of integrated & established supply chains.

Therefore, the subsidy differential is not a concession, but a strategic investment by the Government of India to catalyse market formation, just as it did during the early years of the National Solar and Wind Missions.

iii. Laying the Foundation for Scale, Speed & Competitiveness

This intervention mirrors the successful trajectory of India's renewable energy sector, where early-stage viability gap funding (VGF), reverse bidding, assured offtake, and policy certainty synchronized and catalysed the complete RE ecosystem. A similar push in Green Hydrogen and Green Ammonia with scale, speed, and policy-backed support will:

- kick-start commercial deployment,
 - de-risk investments and unlock foreign investment in this sector,
 - promote Make-in-India for machines and equipment required for Green Hydrogen/ Ammonia production, and
 - position India as a global hub for Green Hydrogen / Ammonia production and industrial decarbonization.
- iv. This SOP provides the financial bridge to move India from a pilot-project phase to a globally competitive Green Hydrogen ecosystem, delivering on the vision of the National Green Hydrogen Mission and enabling India's energy transition targets under the Panchamrit commitments.

4. SOP issued by Department of Fertilizer:

4.1 Terms:

4.1.1. Price as per Green Ammonia Purchase Agreement (GAPA Price): Final price discovered through competitive bidding for the supply of green ammonia from green ammonia producer (GAP) to SECI.

4.1.2. Price as per Green Ammonia Sale Agreement (GASA Price) : Price at which SECI sells green ammonia to Fertilizer Companies = Grey ammonia price plus custom duty. In addition, local transportation charges upto the gate/ designated place of fertilizer unit, if applicable will also be considered. The Grey ammonia price shall be worked out based on the average of Low and High CFR India weekly prices of two reputed ammonia publications namely Platts Fertecon and Argus, ruling two weeks prior to the date of invoice. For conversion of such derived price into Indian Rupee, RBI reference rate prevailing as on the date of invoice may be considered. For those fertilizer units where ammonia is delivered by road/rail, the local transportation charges shall be equal to actual standard charges for transportation of liquid ammonia by road/rail from the nearest source upto that fertilizer unit's gate. For other fertilizer units, where Grey Ammonia is being transported through pipelines, local transportation charges shall be equal to zero.

4.1.2.1. Procurement of Grey Ammonia due to Short Supply by Green Ammonia Producer:

In situations where the Procurer is required to procure Grey Ammonia through road, rail, or any other mode owing to short supply by the contracted Green Ammonia Producer during the relevant period (i.e during current offtake

cycle/period), whether such short supply is within the permissible variation limits of 10 % or beyond, such procurement of Grey Ammonia shall not be considered for attribution of transportation charges while computing the Grey Ammonia Price for the purpose of determining the GASA Price under Clause 4.1.2.

4.1.2.2. Procurement of Grey Ammonia due to capacity expansion or Additional Operational Requirement:

Where a Procurer undertakes expansion of its production capacity beyond the capacity corresponding to the contracted quantity under the present tender or existing before the conclusion of this bid, and such expansion results in additional procurement of Grey Ammonia from domestic or imported sources, the associated transportation cost for such Grey Ammonia procurement shall not be factored into the Grey Ammonia Price for the purpose of computation of GASA Price under Clause 4.1.2.

4.1.2.3. Procurement of Entire Requirement through Green Ammonia:

In cases where the Procurer meets 100% of its Ammonia requirement through supply of Green Ammonia under the contracted GASA, and no procurement of Grey Ammonia is undertaken during the relevant period (i.e during current offtake cycle/period), no transportation charges shall be considered for the purpose of determination of Grey Ammonia Price under Clause 4.1.2.

4.1.3. Prior to conclusion of their delivery cycle of Green Ammonia, all Fertilizer companies will submit a declaration to SECI, about the transportation cost of Grey Ammonia, if applicable for consideration of the same for the GASA price calculation by SECI, as per Clause 4.1.2. In case of delay in submission of this declaration by the Procurer beyond the last date of current Delivery Cycle, equivalent number of days will be reduced from the number of days allowed to Fertilizer Companies to make payment to SECI under clause 4.2.3.

4.1.4. Buyer's (Fertilizer unit) Payable Price: GASA price as defined under Clause 4.1.2 plus applicable taxes.

4.1.5. Differential subsidy to be claimed by SECI from Department of Fertilizer (DoF): $GAPA \text{ Price} + Rs.1.50/kg \text{ (SECI's Trading Margin)} - (GASA).$ ()

The subsidy amount be paid directly to SECI. SECI to raise the invoice on fertilizer companies for the Grey ammonia equivalent price (as defined under Clause 4.1.4). Under

this mechanism, fertilizer companies would make payment for the Grey ammonia equivalent price (as defined under Clause 4.1.4).

4.2 Steps:

- 4.2.1** Green Ammonia producers (GAPs) will deliver the scheduled quantity to the gate/designated place of the fertilizer unit. The producers will raise invoice at GAPA price (Rs./kg) to SECI for the delivered and accepted quantity for the particular fertilizer unit. As per the Tender documents, & GAPA framework, SECI is obligated to make payment to GAPs within 45 days from date of raising of invoice.
- 4.2.2** SECI, upon delivery of Green Ammonia, will immediately raise invoice of GASA price (₹/kg) (as per Clause 4.1.2) + taxes, to fertilizer companies. Simultaneously, SECI will also submit to Department of Fertilizers (DoF) all requisite documentation, duly audited by Statutory Auditor, which are necessary for claiming the differential subsidy, computed in accordance with method specified in the SOP, against the delivered quantity on monthly basis.
- 4.2.3** Fertilizer companies, on receipt of invoice from SECI, will pay the invoiced amount to SECI within 15 days of receipt.
- 4.2.4** Upon verification of the submitted documents, DoF will approve, sanction and disburse the Differential subsidy amount to SECI, within fifteen days from the receipt of all documents from SECI.
- 4.2.5** Upon receipt of payment from Fertilizer companies and also the differential subsidy amount from DoF, SECI will have 30 days duration to release the payment as per GAPA price to GAPs.

4.3 Utilization Certificate:

Utilization Certificate to be provided by SECI to DoF

- GA quantity delivered
- Buyer payment received
- GAP payments to be made
- Trading margin realized
- Differential Subsidy claims raised and actual subsidy claims realised

Legal and regulatory expenses of Implementing Agency (IA).

4.4 GST Treatment:

GST shall be applicable on transactions among SECI, DoF, GAP, and Procurers. The GST will be levied on the original GASA price (i.e., the GAPA price inclusive of trading margin) in accordance with prevailing GST rates. Any differential will be addressed as illustrated in Clause 5 below. (

5. Illustrative Examples:

(i) Example-1:

Grey Ammonia Price is less than GAPA Price plus SECI Trading Margin. In such case, Differential Subsidy is payable.

Sr. No.	Particulars	Value
(A)	Quantity Delivered	10,00,000 Kg
(B)	GAPA Price	Rs. 56.00 /Kg
(C)	SECI Trading Margin	Rs. 1.50 /Kg
(D)	GST @5% (as applicable)	Rs. 2.875 /Kg
(E)	Total GAPA Amount including Margin (B+C+D)	Rs. 60.375/ Kg
(F)	Grey Ammonia Price (as defined under Clause 4.1.2 above)	Rs. 35/Kg
(G)	GST @5% (as applicable)	Rs. 1.75 /Kg
(H)	Total GASA Price (F+G)	Rs. 36.75/ Kg
(I)	Differential Subsidy (E-H)	Rs. 23.625 /Kg

Invoice from SECI to Buyer/ Procurer: $10,00,000 \times ₹36.75 = ₹ 3.675 \text{ Cr.}$

Payment from Buyer/Procurer to SECI: $10,00,000 \times ₹36.75 = ₹ 3.675 \text{ Cr.}$

Payment from SECI to GAP: $10,00,000 \times ₹58.80 = ₹ 5.88 \text{ Cr.}$

Payment from DOF to SECI: $10,00,000 \times ₹23.625 = ₹ 2.3625 \text{ Cr.}$

(ii) Example – 2

Grey Ammonia Price is greater than or equal to GAPA Price plus SECI Trading Margin. In such case, Differential Subsidy payable shall be Nil.

Sl. No.	Particulars	Value
(A)	Quantity Delivered	10,00,000 Kg

(B)	GAPA Price	₹ 54.00 /Kg
(C)	SECI Trading Margin	₹ 1.50 /Kg
(D)	GST @5% (as applicable)	₹ 2.775 /Kg
(E)	Total GAPA Amount incl. Margin	₹ 58.275 /Kg
(F)	Grey Ammonia Price	₹ 60.00 /Kg
(G)	GST @5% (as applicable)	₹ 3.00 /Kg
(H)	Total GASA Price	₹ 63.00 /Kg
(I)	Differential Subsidy	Nil

Transaction Flow:

- Invoice from SECI to Procurer: ₹ 5.8275 Cr
- Payment from Procurer to SECI: ₹ 5.8275 Cr
- Payment from SECI to GAP: ₹ 5.67 Cr
- Payment from DoF to SECI: Nil

(iii) **Example – 3**

Grey Ammonia Price is greater than or equal to GAPA Price but less than GAPA Price plus SECI Trading Margin. Differential Subsidy is payable only to the extent of residual gap.

Sl. No.	Particulars	Value
(A)	Quantity Delivered	10,00,000 Kg
(B)	GAPA Price	₹ 55.00 /Kg
(C)	SECI Trading Margin	₹ 1.50 /Kg
(D)	GST @5% (as applicable)	₹ 2.825 /Kg
(E)	Total GAPA Amount incl. Margin	₹ 59.325 /Kg
(F)	Grey Ammonia Price	₹ 56.00 /Kg
(G)	GST @5% (as applicable)	₹ 2.80 /Kg
(H)	Total GASA Price	₹ 58.80 /Kg
(I)	Differential Subsidy	₹ 0.525 /Kg

Transaction Flow:

- Invoice from SECI to Procurer: ₹ 5.88 Cr
- Payment from Procurer to SECI: ₹ 5.88 Cr
- Payment from SECI to GAP: ₹ 5.775 Cr
- Differential Subsidy from DoF to SECI: ₹ 0.0525 Cr

Note: In cases where the differential subsidy, as calculated in the illustrative example, is less than or equal to zero, no claim shall be made by SECI to the DoF. Further in this scenario, the invoice raised to the procurer will be equal to the total GAPA amount including SECIs Trading margin (as indicated at Sr. No (E) of above tables).

6. Justification for Government Support:

Government support in the form of a differential subsidy is imperative to catalyse the Green Ammonia sector in India. At present, Green Ammonia is significantly more expensive than Grey Ammonia due to high input costs, lack of scale, and early-stage technology maturity. Without targeted support, Green Ammonia would be commercially unviable for off-takers such as fertilizer companies, who operate under tightly regulated pricing structures. The proposed mechanism is therefore essential to bridge the initial viability gap, ensuring that developers receive a remunerative price under long-term Green Ammonia Purchase Agreements (GAPAs), while procurers continue to pay a price aligned with the prevailing landed cost of Grey Ammonia.

In addition to enabling the take-off of India's Green Hydrogen ecosystem, this support will protect the fertilizer sector from cost escalation, thereby ensuring stability in agricultural input pricing. It will also contribute directly to India's import substitution strategy, reducing reliance on imported LNG and Grey Ammonia, and conserving foreign exchange. Most importantly, the mechanism supports India's ambitious targets under the National Green Hydrogen Mission, by laying the groundwork for a robust domestic market that will drive scale, innovation, and global competitiveness—just as was achieved in the renewable energy sector.

Key objectives of Government support, which is proposed only till duration of the GASA, include:

- Ensuring bankability and investor confidence under long-term GAPA contracts.
- Shielding the fertilizer industry from volatility and price shocks.
- Supporting import substitution and reducing foreign exchange outflow.

- Enabling India's energy transition goals under the National Green Hydrogen Mission.

7. Institutional & Administrative Mechanism:

The Scheme Monitoring Committee (SMC) under the co-chairmanship of Secretary, Department of Fertilizers and Secretary, MNRE with Mission Director of National Green Hydrogen Mission (NGHM) as one of its members, constituted for implementation of SIGHT Programme – Component II (Mode – 2A) of the National Green Hydrogen Mission, shall periodically review the status of implementation/ performance of Green Ammonia production and supply capacities awarded/ set up under the scheme. The Committee will also facilitate/ recommend measures to resolve difficulties, if any.

8. Recommendation

Approval is sought for the adoption of the above Standard Operating Procedure (SOP) for disbursement of differential subsidy for Green Ammonia for the contract supply period.