353/43/2026 – NT
Government of India
Ministry of New and Renewable Energy

Atal Akshaya Urja Bhawan,
Lodhi Road, New Delhi – 110003
Dated: 23rd July 2026

OFFICE MEMORANDUM

Subject: Publication of Model Service Agreement for "Electrolyser as a Service" (EAAS) – reg.

The National Green Hydrogen Mission (NGHM) was launched with the objective of making India a global hub for the production, usage, and export of Green Hydrogen and its derivatives.

2. To accelerate the adoption of Green Hydrogen across various industrial sectors, the Ministry has noted the emergence of the "Electrolyser as a Service" (EAAS) business approach. Under this model, technology providers can establish, own, and operate electrolytic hydrogen generation plants at the consumer's premises, thereby mitigating the upfront capital expenditure for the consumer.

3. To facilitate ease of doing business, reduce transaction costs, and minimize the time taken in contract negotiations between project developers and consumers, the Ministry has prepared a Model service Agreement for "Electrolyser as a Service" (EAAS).

4. This Model Agreement outlines standard industry practices regarding the division of responsibilities, performance guarantees, threshold energy consumption metrics, and risk allocation mechanisms.

5. Disclaimer: It is hereby clarified that this Model Agreement is being issued purely as a facilitative and reference document. Market participants, project developers, and offtakers are free to mutually negotiate, alter, modify, add or delete any clauses and numbers based on their specific commercial requirements, risk appetite, and project-specific technical parameters. The Ministry shall not be liable for any legal or commercial disputes arising out of the execution of agreements based on this model.

This issues with the approval of Secretary, MNRE.

(Prasad Chaphekar)
Director

To:

1. All concerned Stakeholders / Industry Associations
2. Solar Energy Corporation of India (SECI)
3. NIC, MNRE (for uploading on the Ministry's website)

AGREEMENT FOR INSTALLATION, COMMISSIONING, AND O&M OF ELECTROLYTIC HYDROGEN GENERATION PLANT FOR SUPPLY OF HYDROGEN AND OXYGEN (ELECTROLYZER AS A SERVICE)

This Agreement for Installation and Construction of electrolytic hydrogen generation plant for supply of hydrogen and oxygen ("**Contract**") is executed on this xx day of xxx, xxxx ("**Effective Date**");

BY AND BETWEEN

XXX, a XXX incorporated under the provisions of the Companies Act, 2013, with its registered office address at _____ (hereinafter referred to as "**XXX**", which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors in business and permitted assigns) of the One Part;

AND

YYY, a XXX incorporated under the provisions of the Companies Act, 2013, with its registered office address at _____ (hereinafter referred to as "**YYY**", which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors in business and permitted assigns) of the Second Part.

XXX and YYY shall hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

A. XXX, inter alia, is engaged in the business of _____.

B. YYY, inter alia, is engaged in the business of _____.

C. Pursuant to the discussions between the Parties, YYY has agreed to engineer, design, construct, own, operate, and maintain an electrolytic hydrogen generation plant (the "Hydrogen Plant") at the Site (as defined herein) under a Electrolyzer As A Service ("EAAS") contract, for the on-site generation and supply of hydrogen and oxygen to the XXX at the agreed quality, flow rate, and pressure on build, own and operate basis.

D. The XXX has agreed to permit YYY, the use and access to the Site for the purpose of developing, constructing, operating and maintaining the Hydrogen Plant. The Parties acknowledge that the fundamental obligations of YYY cannot be performed unless the XXX grants unrestricted access to YYY in accordance with the provisions of this Contract.

E. Under the EAAS arrangement, YYY shall at all times, retain ownership of, and operational control over, the Hydrogen Plant. YYY shall supply Products generated from the Hydrogen Plant to the XXX at the Battery Limit for the consideration set forth herein and in accordance with the terms and conditions of this Agreement. The Hydrogen Plant shall be owned, operated and maintained by YYY throughout the Term.

F. YYY and XXX now wish to execute this Contract to set out their rights and obligations in respect of development, operation and maintenance of Hydrogen Plant and sale and purchase of hydrogen and oxygen generated by Hydrogen Plant.

NOW THEREFORE THIS CONTRACT WITNESSESTH AND THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

As used in this Contract, the following words and expressions shall have the meaning shown below:

1.1. "**Affiliate**" means, with respect to any Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with such Party. For the purposes of this definition, "Control" (including with correlative meanings, "Controlled by" and "under common Control with") means, with respect to any Person, (i) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of such Person; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of securities, by contract, or otherwise.

1.2. "**Applicable Laws**" means all laws, statutes, rules, regulations, ordinances, codes, standards, guidelines, policies, treaties, judgments, decrees, directives, orders, or other requirements, whether issued, enacted, promulgated, or otherwise put into effect by any governmental or statutory authority, tribunal, or court, and all permits, licenses, approvals, and authorizations required from any governmental authority, that are applicable to the Parties, the Hydrogen Plant, the Storage Facility, the Product, or the performance of this Contract.

1.3. "**Contract Year**" means each period of twelve (12) consecutive months, with the first Contract Year commencing on the Commencement Date, and each subsequent Contract Year commencing on the anniversary of the Commencement Date.

1.4. "**Commencement Date**" means the date on which the Performance Guarantee Test as stated in Schedule 2.4, is conducted successfully and Hydrogen Plant has achieved commercial operation and is capable of producing and supplying Products meeting the specifications as set forth in Schedule 2 to XXX at the Delivery Point, as certified by YYY in writing and accepted by XXX.

1.5. "**Deemed Commencement Date**" has the meaning ascribed to it in Clause 2.6 of this Contract.

1.6. "**Delivery Point**" means the flange(s) or equivalent physical interface at the boundary of the Hydrogen Plant where the Product/s are delivered by YYY and received by XXX, as more particularly identified in Schedule 1.

1.7. "**Gaseous Hydrogen**" and "**Gaseous Oxygen**" or collectively the "**Products**" mean hydrogen and oxygen, respectively, in gaseous form, generated by the Hydrogen Plant in accordance with the applicable specifications set forth in Schedule 2, and delivered to the XXX at the Delivery Point, as applicable.

1.8. "**Monthly Consideration**" means fixed monthly amount payable by the XXX to YYY for the supply of the Products and for YYY's ownership, operation, and maintenance of the Hydrogen Plant, which shall be subject to adjustments based on supply availability and offtake levels and annual escalation, all in accordance with Clause 6, also referred to as **"Fixed Monthly Payment"**

1.9. "**Hydrogen Plant**" means the electrolytic hydrogen and oxygen generation facility established, financed, owned, operated, and maintained by YYY at the Site on a Build–Own–Operate basis, for the on-site generation of gaseous hydrogen and gaseous oxygen of the agreed purity, flow rate, and pressure, using alkaline water electrolysis technology, and shall include the electrolyser stack, separation unit, purification unit, transformer, rectifier, DM water plant , and other

associated equipment, machinery, instrumentation, control systems, and auxiliaries within YYY's scope which are described in details in Schedule 4.

1.10. "**Hydrogen Plant Equipment**" means plant, machinery, equipment, systems, and accessories comprising the Hydrogen Plant, including electrolysers, rectifiers, transformers, power conditioning systems, instrumentation, control and safety systems, and other equipment forming part of YYY's scope up to the Delivery Point, all of which shall, at all times during the Term, remain the sole and exclusive property of YYY.

1.11. "**XXX's Plant**" means XXX's, owned or leased, existing and future manufacturing facilities including storage, compression , filling stations, etc situated at Site together with all additions and extensions thereto, where the Product is to be consumed.

1.12. "**Normal Cubic Meter**" or "**Nm^3**" means the quantity of hydrogen gas and oxygen gas that occupies one (1) cubic meter of volume at a temperature of zero degrees Celsius (0°C) and one atmosphere (1 atm) of absolute pressure.

1.13. "**Nm^3/hr**" means the instantaneous rate of flow of hydrogen and/or oxygen equal to one (1) Normal Cubic Meter per hour.

1.14. "**Site**" means the demarcated plot of land within XXX's Plant, free from encumbrances and hazardous conditions, made available by XXX to YYY, as further described in Schedule 1, for the establishment and operation of the Hydrogen Plant. The XXX shall, within thirty (30) days from the Effective Date, confirm the final Site location along with the complete layout of the Site.

1.15. "**Term**" has the meaning ascribed to it in Clause 5 of this Contract.

2. ESTABLISHMENT OF HYDROGEN PLANT EQUIPMENT

2.1. YYY agrees, at its sole cost and expense, to design, procure, establish, erect, install, test, commission, own, operate, and maintain within the Site, a "Hydrogen Plant", for the exclusive purpose of generating and delivering the Products, of the specifications set forth in Schedule 2, to the XXX at the Delivery Point for the Term of this Contract.

2.2. Upon installation of Hydrogen Plant at Site, YYY shall lease the Hydrogen Plant to XXX for the entire Term of this Contract, for the Monthly Lease Rent reserved herein and on the terms and conditions contained herein. XXX shall not at any time do or omit to do anything in respect of the Hydrogen Plant Equipment that are leased and installed by YYY in the Site, which would be prejudicial to the title thereto of YYY or to the interests of YYY. YYY shall, at all times during the Term, retain sole ownership, possession, and operational control of the Hydrogen Plant. Nothing contained herein shall be construed as creating any lease, tenancy, or transfer of any right, title, or interest in favour of the XXX in respect of the Hydrogen Plant or any part thereof.

2.3. XXX shall, at its sole cost and expense, obtain and maintain in its name all statutory approvals, permits, consents, and clearances as may be required for the establishment, installation, operation, and maintenance of the Hydrogen Plant at the Site. YYY shall provide all reasonable technical assistance and documentation necessary to enable XXX to obtain such approvals, to the extent applicable to YYY's scope.

2.4. The Hydrogen Plant, including all equipment, machinery, pipelines, instruments, and systems forming part thereof, shall at all times remain the sole and exclusive property of YYY. XXX shall acquire no right, title, lien, or interest therein, save and except the contractual right to receive the Products at the Delivery Point in accordance with this Contract. Upon expiry or earlier termination of this Contract, YYY shall be entitled to dismantle and remove the Hydrogen Plant in accordance with the access rights granted under this Contract. XXX hereby grants an irrevocable license to YYY to enter into the Site for a period of six (6) months from the expiry or earlier termination of this Contract for dismantling and removing the Hydrogen Plant.

2.5. XXX shall, at its sole cost and expense, provide and maintain at the Delivery Point all utilities, inputs, and facilities necessary for the establishment, commissioning, and operation of the Hydrogen Plant, including electricity, raw water, instrument air, gaseous nitrogen, civil and structural infrastructure (including conduits, foundations, pedestals, roads, drains, fencing, gates, cranes, and related works, effluent treatment plant), as more fully described in **Schedules 3, 5, and 6.** Timely provision of such utilities and civil works by the XXX shall be a condition precedent to YYY's obligations under this Contract. YYY's performance and availability obligations shall be conditional upon the XXX providing electricity, water, and other utilities in accordance with the minimum specifications set out in Schedule 3. Any failure to meet such specifications shall constitute a XXX Event of Default, and periods of non-compliance shall be excluded from availability calculations and shall not result in any reduction of the Fixed Monthly Payment.

2.6. The Parties agree that the Hydrogen Plant shall be mechanically completed by yy yy yyyy and ready to commence commercial operations on or before ww ww wwww ("Scheduled Commencement Date"), subject to the XXX's fulfilment of its obligations under this Contract. If commissioning is delayed beyond sixty (60) days after the Scheduled Commencement Date for reasons not attributable to YYY or due to Force Majeure, the commissioning shall be deemed to be commenced ("Deemed Commencement Date"). The obligations associated with Deemed Commencement Date shall apply in accordance with Clause 5, and the XXX shall be liable to pay the Fixed Monthly Payment as if commercial operations had commenced. YYY shall demonstrate the Performance Guarantee ("PG") Test within sixty (60) days from the date of receipt of PESO License. In the event YYY is unable to successfully conduct and complete the PG Test, the obligation of the XXX to pay the Fixed Monthly Payment shall stand suspended until successful completion of the PG Test.

2.7. The Hydrogen Plant shall be procured and installed by YYY at its own cost and shall be leased to XXX for the entire Term of this Contract. XXX shall pay to YYY, Monthly Lease Rent for the Hydrogen Plant from the dates as mentioned in Clause 2.6 above.

2.8. The XXX shall carry out the civil and structural works (as mentioned in Scope Matrix in Schedule 5) and provide the required utilities (as detailed in Schedule 3) at designated point within the battery limit, as per the project timelines set out in Schedule 6. YYY shall provide necessary civil design and interface details to enable XXX to execute such civil, infrastructure and utility related works. XXX shall, at its own cost, complete all such works within the agreed timelines.

2.9. Subject to the provisions of this Contract, title to the Hydrogen Plant shall at all times remain vested with YYY, which shall remain the sole and absolute owner thereof. YYY shall be entitled to affix nameplates or markings indicating its ownership. XXX shall not contest or challenge YYY's ownership at any time.

2.10. XXX shall not remove or attempt to remove the Hydrogen Plant from the Site, nor make or attempt any alteration, addition, modification, or attachment thereto, nor sell, assign, encumber, mortgage, charge, pledge, hypothecate, sub-license, or otherwise deal with or create any third-party rights in respect thereof.

2.11. YYY shall be entitled, during the Term, to mortgage, charge, pledge, or otherwise encumber the Hydrogen Plant or any part thereof for financing purposes, upon prior written intimation to the XXX, provided that such encumbrance does not materially interfere with the XXX's contractual right to receive the Products.

2.12. YYY shall design, establish, and operate the Hydrogen Plant in accordance with good industry practice and applicable standards for hydrogen service. Hazard identification and risk assessments, including HAZOP studies, shall be conducted. The XXX shall provide site-wide emergency response services, including firefighting, medical, and evacuation support, to YYY's personnel at the Site.

2.13. YYY may subcontract any part of the installation, commissioning, operation, or maintenance of the Hydrogen Plant to qualified third-party contractors, provided that such subcontracting shall not relieve YYY of its obligations under this Contract.

2.14. It is expressly understood that YYY's obligations with respect to commissioning and performance of the Hydrogen Plant shall be conditional upon XXX's timely fulfilment of its obligations under Clauses 2.5 and 2.14 and the scope allocation set out in Schedule 5.

2.15. XXX shall extend to YYY's employees and contractors access to canteen and emergency services at the Site on the same basis as provided to its own personnel.

2.16. Notwithstanding that the Hydrogen Plant is a fixture on the Site, the XXX has no ownership interest in the Hydrogen Plant and agrees that YYY is the exclusive owner and operator the Hydrogen Plant. The XXX has been entrusted with the Hydrogen Plant in a fiduciary capacity only till the expiry of the Term or earlier termination of this Agreement. YYY shall be the legal and beneficial owner of the Hydrogen Plant at all times. The Hydrogen Plant is the property of YYY and shall not be attached to or to be deemed a part of, or fixture to, the Site or Hydrogen Plants. The Hydrogen Plant shall at all times retain the legal status of property of YYY.

2.17. The Parties expressly agree and acknowledge that this Agreement constitutes a Build–Own–Operate arrangement and does not create, and shall not be construed as creating, tenancy, hire-purchase, financing, or deferred sale arrangement. Nothing herein shall be deemed to transfer any ownership, beneficial interest, or security interest in the Hydrogen Plant or any part thereof to the XXX unless and until a valid buy-out is completed in accordance with this Agreement.

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3. ACCESS TO SITE

3.1. XXX shall permit the authorised representative of YYY and its subcontractors/vendor, their representatives ("Service Personnel") to access and enter the Site for the purposes of setting up, installing, operating and/or maintaining the Hydrogen Plant and XXX shall promptly issue entry permits to such Service Personnel. Such Service Personnel shall be permitted to access the Site 24 (twenty-four) hours a day, 7 (seven) days a week without any interruption or hindrance. The

aforementioned right shall remain unaffected during the Term, provided YYY does not commit/has not committed any breach of any of the terms and conditions of this Contract.

3.2. Access so granted by XXX to YYY, shall extend to ingress to and egress from the Site and the Hydrogen Plant through the XXX's site, roads, and gates, both for pedestrian and vehicular traffic, subject to the XXX's normal security and factory rules and regulations and the use of specified entry and exit routes.

4. OPERATION AND MAINTENANCE OF HYDROGEN PLANT

4.1. In view of the valuable technology, proprietary know-how, and technical expertise involved in the establishment, operation, and maintenance of the Hydrogen Plant, XXX hereby irrevocably covenants and agrees to exclusively engage YYY to carry out the operation and maintenance of the Hydrogen Plant for the entire Term of this Contract, and YYY hereby accepts such engagement, on the terms and conditions herein contained, for consideration comprising the monthly operations and maintenance charges which is a part of the agreed Fixed Monthly Payment. YYY's responsibility for the Products shall cease at the Delivery Point. Any loss of pressure, purity degradation, contamination, or consumption inefficiency occurring downstream of the Delivery Point shall be solely at the risk of the XXX and shall not affect YYY's availability or payment entitlements.

4.2. The engagement of YYY to carry out the operation and maintenance of the Hydrogen Plant is irrevocable and shall remain valid during the Term of this Agreement, with no right for the XXX to engage any other party for such operation and maintenance of the Hydrogen Plant. However, YYY reserves the right, at its discretion, to subcontract any operations or maintenance to third-party contractors. YYY, utilizing its trained personnel or selected subcontractors, shall operate the Hydrogen Plant in a manner consistent with its established operating practices.

4.3. YYY, through its trained personnel or subcontractors, shall operate the Hydrogen Plant in accordance with its standard operating practices and good industry practice, and shall perform, at its own cost, the following services: (a) ensuring safe, reliable, and efficient operation of the Hydrogen Plant; (b) providing periodic operational data and reports, including daily generation report as per Schedule 2.6 and reporting of any unsafe conditions or incidents at the Hydrogen Plant; (c) procuring and supplying all consumables (including KOH, catalysts, and similar items) as and when required; (d) performing preventive, predictive, and corrective maintenance, inspections, condition monitoring, and repair activities, subject to Force Majeure; (e) maintaining detailed operating records and logs; and (f) ensuring compliance with all Applicable Laws, statutory rules, and regulations, and maintaining all records required in connection therewith.

4.4. YYY shall, through its personnel or subcontractors, provide maintenance services in accordance with its maintenance practices, including: (a) routine maintenance of the Hydrogen Plant; (b) emergency repairs necessary to prevent damage to or destruction of equipment and to comply with sound safety and environmental standards; (c) maintaining records of all maintenance activities undertaken; and (d) replacement of lubricants, machinery, and other components required in the course of maintenance and routine service as per indicative and illustrative Maintenance Plan & Spares Inventory provided under Schedule 2.5.

4.5. YYY shall operate the Hydrogen Plant and deliver Products up to the flow rate specified in Schedule 2.1.

4.6. Products produced and delivered hereunder shall have a purity of not less than ___% for gaseous hydrogen and ___% for gaseous oxygen and otherwise comply with the Specifications set forth in Schedule 2.1.

4.7. If XXX determines that delivered hydrogen does not meet specifications, it shall promptly notify YYY verbally, followed by written confirmation within twenty-four (24) hours. YYY may confirm such analysis. The foregoing constitutes XXX's sole and exclusive remedy, and YYY's sole obligation, with respect to any failure to meet specifications. No warranties, express or implied, are provided by the YYY other than the warranty of title and the warranties set forth herein. All other warranties, including those of merchantability or fitness for a particular purpose, are hereby excluded to the fullest extent permissible under Applicable Laws.

4.8. XXX shall, at its sole cost, make available to the Hydrogen Plant the inputs, utilities, and facilities required for its operation and maintenance, including but not limited to electrical power, instrument air, raw water, nitrogen, fire water, sewerage, and other facilities, as detailed in Schedule 3. XXX shall provide all necessary assistance (including providing relevant data) to YYY in setting up the Hydrogen Plant and other associated infrastructure at the Site. This would include but is not restricted to providing temporary storage facilities for equipment, uninterrupted water and power for construction and providing uninterrupted access to YYY and their subcontractors, contractors, service personnel and their respective staff for undertaking the construction, operation and maintenance of the Hydrogen Plant.

4.9. XXX shall ensure that the lease rights of the Site on which the Hydrogen Plant has been built, is vested in and retained with the XXX throughout the term of the Contract. Should these rights cease to exist within the term of this Contract, XXX shall ensure that its rights and obligations under this Contract are transferred to the new owner/lessee subject to the approval of YYY.

4.10. YYY's obligations to produce and deliver hydrogen at the specified flow rate, purity, and pressure are expressly conditional upon XXX providing all utilities and inputs as set out in Schedules 3 and 5.

4.11. Except as otherwise expressly provided in this Contract, YYY shall not be liable for any incidental, consequential, indirect, or special damages of any nature whatsoever, including loss of production, loss of profit, or loss of opportunity.

4.12. YYY shall check the calibration of flow meters annually. Joint calibration certificates shall be signed by authorized representatives of both Parties.

4.13. YYY shall have the right, at any time during the Term, to repair, modify, or upgrade the Hydrogen Plant for operational or technical reasons, provided that such activities do not unreasonably interrupt supply to XXX.

4.14. XXX undertakes to ensure free, uninterrupted access to the Site and the Hydrogen Plant for YYY, its personnel, contractors, and vehicles for the entire Term. XXX shall not impose any restrictions on movement of such personnel or vehicles to and from the Site using the designated access road and shall obtain and maintain all statutory permits necessary for maintenance of such access.

4.15. YYY's personnel, including subcontractors, shall comply with all safety rules and policies of XXX which are generally applicable to the XXX's own employees within the Site premises.

5. TERM OF THE CONTRACT

5.1. This Contract shall come into force on the date of its execution and shall remain in full force and effect for a fixed period of 15 (Fifteen) years commencing from the Commencement Date or Deemed Commencement Date (the "**Term**"). The Term may be extended for one or more additional periods upon such terms and conditions as may be mutually agreed in writing between the Parties. The Parties shall commence discussions regarding such extension no later than fourteen (14) years after the Commencement Date, with a view to concluding the modalities of extension prior to the expiry of the Term.

6. CONSIDERATION

6.1. In consideration of YYY leasing the Hydrogen Plant to XXX and carrying out operation, and maintenance of the hydrogen generation plant on a Build–Own–Operate basis, and supplying gaseous hydrogen and oxygen to the XXX in accordance with this Agreement, the Parties hereby agree as follows:

i. YYY shall design, procure, install, commission and lease the Hydrogen Plant with a hydrogen generation and supply capacity of __Nm^3 per hour (corresponding to a monthly hydrogen supply capacity of _____ Nm^3 and an annual hydrogen supply capacity of _____ Nm^3) and carry out operations and maintenance of the Hydrogen Plant. The availability of the Hydrogen Plant shall be _____ percent (_%) averaged annually. The capacity of gaseous Oxygen shall be 50% of gaseous hydrogen capacity.

ii. The XXX shall pay to YYY a Fixed Monthly Payment of INR _____ (Indian Rupees _____ only) per month, exclusive of applicable taxes and duties, which shall be charged extra as applicable subject to adjustments as mentioned under clauses 6.1.4, and 6.1.6

iii. The Fixed Monthly Payment includes the lease charges and operations & maintenance charges payable to YYY.

iv. _(__%) of the Fixed Monthly Payment shall be subject to annual escalation linked to the Consumer Price Index (CPI) for Industrial Workers, as published by the Department of Labour with the first escalation taking effect upon completion of twelve (12) months from the Commencement Date or the Deemed Commencement Date (as applicable), and thereafter on each anniversary of such date. The balance _____ (_%) of the Fixed Monthly Payment shall remain fixed for the duration of the Agreement.

The escalation of the Fixed Monthly Payment shall be as per the formulae given below:

*Fn = Fo * Cn / Co * ___%*
where,

Fo = Base Fixed Monthly Payment
Fn = Revised Fixed Monthly Payment
Co = Base CPI (average for the year FY 24-25 @ 142.58)
Cn = New CPI for the year preceding the financial year in which variation is to be implemented

If the index described above is discontinued or ceases to be published, the Parties shall agree to substitute the index that as nearly as possible replicates the discontinued index.

v. XXX shall pay a security deposit to YYY at the following milestones and linked to Project Timelines as mentioned under Schedule 6:
   a) INR ___Lacs (Indian Rupees _____only) at the time of signing of the agreement
   b) INR ____ Lacs (Indian Rupees _____only) prior to dispatch of major equipment (electrolyser stack, separation unit and purification unit)

vi. YYY shall ensure availability of the hydrogen generation plant at not less than _____ percent (__%) averaged per year. If availability of the Hydrogen Plant falls below _____percent (__%) averaged annually due to reasons solely attributable to YYY, the Fixed Monthly Payment shall be adjusted on a pro-rata basis at the end of the Contract Year.

vii. YYY guarantees performance volumes as (i) Hydrogen: ___% purity at _____Nm^3 per day; and (ii) Oxygen: ___% purity at _____Nm^3 per day. As per Performance Guarantee Test procedure laid under Schedule 2.4, YYY shall demonstrate _____(__) hours of continuous operation of the Hydrogen Plant meeting the performance guarantee on volume, purity, and the threshold energy consumption of the Electrolyser as mentioned in Schedule 2.1 within three (3) months of commissioning

viii. Any hydrogen volumes supplied in excess of one hundred (100%) of the committed supply quantity shall be paid at the rate of INR _____per Nm^3, plus applicable taxes.

ix. YYY shall issue invoices on the first day of each calendar month, and the XXX shall make payment within seven (7) days of receipt of invoice. Late payments shall attract charges at the rate of one percent (1%) per month on the outstanding amount.

x. Payment security shall be provided by the XXX by way of a revolving Letter of Credit equivalent to three (3) months of Monthly Lease Rent.

xi. The Threshold Energy Consumption (TEC) at Beginning of Life (BOL) shall be ___kWh per Nm^3 of hydrogen at the Battery Limit, averaged annually. The TEC shall be adjusted annually to account for degradation of the electrolyser of up to ___ percent (__%) per annum, in accordance with Schedule 2.

xii. Any excess electricity consumption averaged annually versus the applicable TEC for that year shall attract a penalty equivalent to "excess electricity consumed x renewable energy cost @ INR _ per kWh". Whereas, in case of lower electricity consumption averaged annually versus the applicable TEC for that year, an incentive equivalent to "lower electricity consumed x renewable energy cost @ INR ____ per kWh x 75%" shall be payable by the XXX to YYY.

7. CONSENT AND COMPLIANCE WITH LAW

7.1. XXX shall, at its own cost, obtain, maintain and renew all consents, licenses, permits and approvals required under Applicable Law for the establishment, operation and use of the Hydrogen Plant and storage facility (including those from the Pollution Control Board, Directorate of Factories, PESO and other relevant authorities) and shall keep the same valid during the Term. A copy of such licenses, permits, approvals obtained by XXX shall be provided

to YYY. YYY shall provide reasonable documentary and technical support for obtaining such statutory approvals. Each Party shall comply with all Applicable Laws relating to its respective obligations and shall bear sole responsibility for any non-compliance in its scope.

7.2. XXX shall be responsible, at its own cost, for obtaining, maintaining, and renewing certification of the Products as "Green Hydrogen" under the Green Hydrogen Standard notified by the Ministry of New and Renewable Energy and any successor framework ("GH Certification"), and shall be the primary interface with the designated certifying agency for all purposes thereunder.

7.3. YYY shall provide XXX, in a timely manner, all operational data and documentation required for GH Certification, including hydrogen production volumes, actual electricity consumption per unit of hydrogen produced, Threshold Energy Consumption records, electrolyser performance logs, and such other parameters as the certifying agency may prescribe.

7.4. YYY shall, upon reasonable advance written notice from XXX, facilitate access to the Hydrogen Plant and its records for audits or inspections conducted by or on behalf of the certifying agency, provided such access does not unreasonably interfere with plant operations.

7.5. Neither Party shall represent the Products as "Green Hydrogen" unless a valid GH Certification is in force.

8. TAXES

8.1. XXX shall bear and pay all taxes, duties, levies, cesses and stamp duty applicable to the supply, delivery and purchase of Product, use of the Site, and performance of this Contract. In the event of any change in law resulting in additional cost of production and delivery of Product or requiring modification of the Hydrogen Plant, YYY shall provide documentary evidence of such cost and XXX shall reimburse the same.

8.2. Each Party shall be liable to bear its own taxes related to any income earned or accrued to it in terms of the Income Tax Act, 1961 and related enactments. If, at any time during the Term of this Agreement, any law, ordinance, rule, or regulation (collectively, "Law") is in effect or is enacted or promulgated by any governmental or quasi-governmental authority, which Law relates to the emission or release of greenhouse gases and which either (i) levies any new tax, charge, or fee, or (ii) results in an increase in the costs incurred in the production, storage, or delivery of Product to the XXX hereunder, including any costs arising from any modification required to be made by YYY with respect to the Hydrogen Plant, the Parties shall mutually discuss such change in Law and agree on the impacts such change would entail. Based on such agreement, the XXX shall make the necessary reimbursement to YYY, subject to YYY submitting documentary proof of having incurred such expenditure.

9. PLANNED SHUTDOWN

9.1. YYY may, from time to time, shut down the Hydrogen Plant, in whole or in part, for such period as may be reasonably required to undertake ordinary repairs, preventive maintenance, or replacement of equipment ("Planned Shutdowns"). YYY shall endeavour, in good faith and in consultation with XXX, to align such Planned Shutdowns with any scheduled shutdowns of XXX's Plant. The aggregate duration of all Planned Shutdowns and unplanned shutdowns during any Contract Year shall not exceed _____(___) hours, excluding any shutdowns arising from (i) Force Majeure Events, or (ii) reasons solely attributable to XXX.

10. OBLIGATIONS AND RESPONSIBILITIES OF PARTIES

10.1. YYY shall deploy appropriate personnel at the XXX's Site to perform its obligations under this Agreement. Such personnel shall at all times remain under the supervision and control of YYY, which shall be solely responsible for their statutory dues, timely payments, and compliance with

all applicable Laws.

10.2. YYY shall, at its own cost, appoint a project manager during the construction phase and suitable no. of plant operators from the Commencement Date until expiry or termination of this Contract. YYY shall have exclusive authority to recruit, discipline, or terminate its personnel.

10.3. YYY shall ensure that the antecedents of all personnel deployed at the XXX's Site are duly verified, and that no such personnel is accused, charged, or convicted of any criminal offence or offence under applicable Indian Laws, including offences involving moral turpitude.

10.4. YYY shall provide the XXX with a list of deployed personnel, including residential addresses, contact details, photographs, background verification documents, and undertakings/NOCs duly signed by such personnel and countersigned by YYY.

10.5. YYY shall issue identity cards, maintain attendance records, and ensure timely payment of salaries, wages, allowances, and other emoluments to its personnel. The XXX shall have no liability in respect of such payments at any time.

10.6. YYY shall comply with all applicable employment-related Laws, including but not limited to the Employees' State Insurance Act and the Employees' Provident Funds Act, and shall provide all statutory wages, benefits, and entitlements (including leave, PF, ESIC, bonus, and gratuity) to its personnel. The XXX shall bear no liability for any non-compliance by YYY.

10.7. YYY shall be solely and exclusively liable for repayment of any financial assistance, borrowings, or loans (including interest) obtained by it, and the XXX shall not, under any circumstances, be held liable in this regard.

10.8. YYY shall ensure that its personnel conduct themselves professionally at the Site and refrain from any inappropriate, indecent, abusive, or unlawful conduct, including acts constituting sexual harassment or other offences. The XXX shall not, under any circumstances, be liable for the acts or omissions of YYY's personnel.

11. REPRESENTATIONS AND WARRANTIES OF PARTIES

11.1. Each Party represents and warrants to the other that the execution, delivery, and performance of this Contract and the transactions contemplated herein:

(a) do not and will not contravene any Applicable Law, rule, regulation, or any provision of its Memorandum and Articles of Association; and

(b) do not and will not result in any breach of, or constitute a default under, any Contract, arrangement, or instrument to which it is a party or by which it is bound.

11.2. Each Party represents and warrants that it has full corporate power, authority, and legal capacity to execute, deliver, and perform its obligations under this Contract and to consummate the transactions contemplated herein, and that the person executing this Contract on its behalf is duly authorized to do so.

11.3. Each Party represents that, as of the date of execution of this Contract, no circumstances exist that would justify or give rise to insolvency, bankruptcy, or similar proceedings against it.

11.4. XXX represents and warrants that:

(a) During the Term of this Contract, XXX shall not transfer, lease, or otherwise dispose of the Site to any third party without the prior written consent of YYY;

(b) The Site has not been and is not being used for the deposit, storage, treatment, or disposal of any hazardous (other than Hydrogen) or contaminating material in a manner that would result in any proceedings or liabilities under environmental laws, permits, or regulations that could affect YYY's rights under this Contract. XXX has not received any notice, civil, criminal, or administrative action, or other proceedings relating to contamination or environmental non-compliance at the Site;

(c) There are no pending or threatened claims, actions, arbitrations, litigations, land acquisition proceedings, garnishments, or other proceedings affecting the Site. XXX shall promptly notify YYY of any such claims or proceedings that arise during the Term of this Contract and shall take all reasonable actions to protect YYY's interests.

12. FORCE MAJEURE

12.1. "Force Majeure" means any event or circumstance beyond the reasonable control of a Party which materially affects the performance of its obligations under this Contract, including but not limited to: acts of God (such as natural disasters, fire, flood, drought, earthquake, hurricane); epidemic or pandemic; war, terrorism, civil unrest, or imposition of sanctions or embargo; nuclear or chemical contamination; or governmental orders, restrictions, or prohibitions. Force Majeure event shall not include (a) shortage of materials, labour or resources; (b) price escalations or changes in duties, taxes, or tariffs; (c) financial incapacity or inability to pay; (d) negligence or wilful misconduct of the affected Party; or (e) delays or defaults by subcontractors or vendors.

12.2. The Party invoking Force Majeure (the "Affected Party") shall notify the other Party in writing within seven (7) days of becoming aware of the event, providing full details, its impact, and mitigation steps. Updates must be provided regularly (at least monthly) and notice of cessation must be given promptly upon the end of the event or its effects. Failure to provide timely notice waives the right to claim Force Majeure for that event. The Affected Party shall continue performance to the extent not impeded and use all reasonable efforts to mitigate the impact of the Force Majeure event. In case of a dispute regarding the applicability of Force Majeure, the Affected Party shall bear the burden of proving the existence of the event and its impact on performance. Such dispute shall be resolved per Article 22.2

12.3. Subject to compliance with this Article, the Affected Party shall not be deemed in breach for any delay or failure to perform caused solely by a Force Majeure event. For any period, an event of Force Majeure covered by Clause 11.1 reduces or fully interrupts YYY's capability to operate and maintain the Hydrogen Plant under this Contract, the XXX's obligation to pay the Monthly Consideration under Clause 5 shall be suspended to the extent of such reduction or interruption. The Term of this Contract shall automatically be extended for the duration specified below in respect of any occurrence of Force Majeure:

Sl. No	Occurrence of the event of Force Majeure	Period of extension of Term of this agreement
1	Within first five (5) years from Commencement Date	three (3) times the period covered by an event of Force Majeure
2	During the period from the sixth (6th) year from the Commencement Date till expiry of ten (10) years from Commencement Date	two (2) times the period covered by an event of Force Majeure
3	During the period from the eleventh (11^{th}) year from the Commencement Date till expiry of the Agreement.	A period equal to the period covered by an event of Force Majeure

12.4. Notwithstanding anything to the contrary contained herein, payment obligations of XXX in respect of the Monthly Consideration accrued till the date of Force Majeure shall not be affected by an event of Force Majeure.

13. ENVIRONMENTAL CONDITIONS, SAFETY AND LIABILITY

13.1. The Parties acknowledge that the Hydrogen Plant is designed to operate under the ambient/ utility conditions and environmental parameters specified in Schedules 2 and 3. In the event that ambient/ utility conditions or other environmental conditions, in the reasonable opinion of YYY, adversely affect the safe or reliable operation of the Hydrogen Plant, or result in increased maintenance, repair, operational, or replacement requirements, XXX shall, upon written notice from YYY, either: (a) remediate or modify the contaminant source; or (b) reimburse YYY for the reasonable costs of modifications or additions to the Hydrogen Plant necessary to mitigate such conditions; or (c) reimburse YYY for any increased operational, maintenance, repair, or replacement costs directly attributable to such conditions.

13.2. The Parties acknowledge the inherent hazards associated with the production, handling, and use of Gaseous Hydrogen. Each Party shall ensure that its personnel and contractors are aware of such hazards and shall assume full responsibility for warning, protecting, and supervising them. XXX shall be responsible for all compliance and reporting obligations under Applicable Law with respect to the handling, use, or storage of Products at XXX's Plant beyond the Delivery Point and for the suitability of the Products in its processes. Neither Party shall be liable to the other for any incidental, consequential, remote, indirect, or special damages arising in connection with this Contract.

14. INSURANCE

14.1. During the Term of this Contract, YYY, at its own cost and risk, shall procure and maintain insurance for the Hydrogen Plant and Hydrogen Plant Equipment against all customary risks, including but not limited to, installation, fire, lightning, explosion, earthquake, storm, tempest, flood, war, malicious damage, theft, civil commotion. In the event of any claim under such insurance, XXX shall reasonably cooperate with YYY to enable YYY to receive any proceeds payable thereunder. YYY shall apply any insurance proceeds received towards the repair, restoration, or replacement of the Hydrogen Plant or Hydrogen Plant Equipment, or in any manner YYY deems necessary to resume operations of the Hydrogen Plant.

15. EVENTS OF DEFAULT

15.1. Each of the following shall constitute an "Event of Default" by the Party to whom such event is applicable:

a) Failure by either Party to perform or observe any term, covenant, condition, Contract, or obligation under this Contract (other than due to a Force Majeure event as provided in Clause 11), which continues for a period of ninety (90) days after receipt of written notice from the other Party specifying such failure;

b) The making of a general assignment for the benefit of creditors, filing of a voluntary petition in bankruptcy, adjudication of bankruptcy or insolvency, filing or consenting to any petition for winding up, liquidation, dissolution, or similar relief under any applicable law, or an admission in writing of inability to pay debts as they become due;

c) Appointment of a receiver, liquidator, or similar officer over all or a substantial portion of the Party's assets or properties with its consent or acquiescence, or if such appointment, without consent or acquiescence, remains un-vacated or un-stayed for a period of sixty (60) days;

d) Any breach by either Party of its obligations under this Contract executed between the Parties on even date; or

e) Failure by XXX to pay any invoices under this Contract for a cumulative period of ninety (90) days, notwithstanding the period specified in Clause 15.1 (a).

16. TERMINATION AND CONSEQUENCES

16.1. This Contract may be terminated by either Party upon the occurrence of an Event of Default by the other Party. The non-defaulting Party shall issue a written notice to the defaulting Party specifying, in reasonable detail, the circumstances giving rise to such default. Upon receipt of such notice, the Parties shall engage in good faith discussions to mutually agree upon a remediation plan. If the defaulting Party fails to comply with the agreed remediation plan within the stipulated period, the non-defaulting Party shall have the right to terminate this Contract immediately by written notice. Both Parties acknowledge and agree that the agreement cannot be terminated for convenience.

In the event that termination is due to reasons attributable to XXX, XXX shall pay to YYY, _____percent (__%) of the residual lease charges.

16.2. If an Event of Default occurs on the part of YYY and remains uncured for ninety (90) days following receipt of notice from XXX seeking cure, XXX shall have the right to terminate this Contract. Upon such termination, YYY shall, at its own cost and risk, dismantle the Hydrogen Plant and remove the Hydrogen Plant Equipment from the Site within six (6) months of termination. In the event of any delay by YYY in vacating the Site, YYY shall pay XXX a mutually agreed rent for the period of such delay.

16.3. Termination of this Contract shall be without prejudice to the right of either Party to recover any amounts due and payable under this Contract for any period prior to the date of termination.

16.4. The expiry or termination of this Contract shall not affect any right, liability, or obligation accrued prior to such expiry or termination, and all such rights, liabilities, and obligations shall survive termination to the extent necessary for their enforcement.

17. INTELLECTUAL PROPERTY

17.1. Nothing contained in this Contract shall be construed as granting, by implication, estoppel, or otherwise, any license, right, or permission to either Party to use the intellectual property, trade secrets, know-how, trademarks, service marks, trade names, logos, devices, or any other proprietary rights of the other Party. Each Party expressly acknowledges that all such intellectual property rights shall remain the exclusive property of the owning Party, and no use, reproduction, modification, or distribution of such rights is permitted except as expressly agreed in writing by the owning Party.

18. INDEMNITY

18.1. To the fullest extent permitted by Applicable Law, each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its Representatives (collectively, the "Indemnified Party") from and against any and all Losses and Claims arising from or related to (i) any violation of Applicable Law, including anti-money laundering, anti-graft, anti-bribery, or anti-corruption laws or regulations, or any act of negligence, gross negligence, or wilful misconduct by the Indemnifying Party or its employees, agents, or subcontractors in connection with this Contract; (ii) the failure of the Indemnifying Party to pay Taxes for which it is responsible under this Contract; and (iii) any breach or non-performance of this Contract by the Indemnifying Party.

18.2. Each Party shall indemnify, defend, and hold harmless the other Party and its Affiliates from any claims, losses, or liabilities arising out of any allegation to the extent of their respective obligation that the Hydrogen Plant, the Products supplied hereunder, or the technology, processes, or equipment used in their manufacture, supply, or operation infringes or misappropriates any third-party Intellectual Property Rights. If such a claim impairs the Indemnified Party's use of the Hydrogen Plant, Gases, or related equipment, the Indemnifying Party shall, at its own cost and election (i) procure the right for continued use; (ii) replace the infringing items with non-infringing but conforming equivalents; or (iii) modify the Hydrogen Plant, Gases, or related equipment to eliminate infringement without affecting performance or specifications.

18.3. To the fullest extent permitted by Applicable Law, each Party shall indemnify, defend, and hold harmless the other Party and its Representatives from and against any Losses and Claims arising from or related to (i) any damage or personal injury to any Person (including employees, agents, or contractors) or to physical property, to the extent such damage or injury results from the negligence, gross negligence, or wilful misconduct of the Indemnifying Party or its Representatives.

18.4. Each Party shall promptly notify the other Party in writing of any Claims brought by third parties that may be subject to the indemnities set forth in this Article 18. Without limiting the foregoing, each Party shall promptly notify the other Party in writing of any claims it may receive alleging infringement of Intellectual Property Rights or other proprietary rights that could affect the obligations of the Indemnifying Party under this Contract.

19. LIMITATION OF LIABILITY

19.1. Notwithstanding anything stated in this Agreement, under no circumstances shall YYY's liability under this Contract for any breach by it of its obligations under this Contract shall not exceed an amount of INR ____ (Indian Rupees _____ only) per contract year and INR _____ (Indian Rupees _____only) during the entire Term of this Contract including any extended period thereof except in respect of any loss arising out of an act of gross negligence, wilful

default or fraud.

20. CONFIDENTIAL INFORMATION

20.1. Each party (the "Receiving Party") shall maintain in strict confidence all non-public, proprietary, technical, commercial, financial or other information, in any form, disclosed or made available directly or indirectly by the other party (the "Disclosing Party"), including all information relating to this Contract, the Gases, business operations, trade secrets, and any information that is identified as confidential or would reasonably be understood to be confidential in nature ("Confidential Information"). Confidential Information includes all analyses, compilations, notes, or other materials derived from such information.

20.2. The Receiving Party shall not use the Confidential Information for any purpose other than performance under this Contract, nor disclose it to any third party except to its employees, Affiliates, or professional advisors who are subject to similar confidentiality obligations, or as required by law or court order. The Receiving Party shall be responsible for any breach of confidentiality by such persons.

20.3. The obligations under this Clause shall not apply to information that: (i) is or becomes publicly available through no breach of this Contract; (ii) is lawfully received from a third party without restriction; (iii) is already in the Receiving Party's lawful possession at the time of disclosure; (iv) is independently developed without use of or reference to the Confidential Information; or (v) is disclosed with the Disclosing Party's prior written consent.

21. COMPLIANCES

21.1. Each Party, including its Affiliates, directors, officers, employees, agents, and representatives, shall strictly comply with all applicable anti-corruption and anti-bribery laws, including those governing payments to government officials. No Party shall, directly or indirectly, offer, promise, authorize, or give any benefit or thing of value to any person or Government Official to obtain or retain business, secure an improper advantage, or influence any act or decision. Parties warrants that it has not and shall not engage in any corrupt practice, including facilitation payments, and shall ensure that no action taken in connection with this Contract. In the event of any suspected or actual violation, the concerned Party shall promptly notify the other and cooperate fully in any related investigation.

21.2. Parties shall comply with all Applicable Laws, IFC Performance Standards and applicable health and environmental laws. Parties shall provide a safe and healthy work environment for its employees, sub-suppliers, and contractors, including proper EHS training, personal protective equipment (PPE), and basic workplace facilities such as drinking water, sanitation, ventilation, lighting, emergency exits, and first aid. Child labour, forced, bonded, or involuntary labor is strictly prohibited. Parties shall ensure that all its subcontractors, vendors, and associated personnel involved in performance under this Contract are informed of and operate in compliance with the foregoing standards and policies.

21.3. Compliance with Public Procurement Guidelines — Local Value Addition and Restrictions on Procurement from Land Border Countries (Applicable *only to government entities, CPSUs, SPSUs, and other entities to which Government of India public procurement guidelines apply*)

i. In furtherance of the Public Procurement (Preference to Make in India) Order, 2017, issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, as amended from time to time ("**MII Order**"), YYY represents, warrants, and undertakes that the electrolyser system and all associated equipment constituting the Hydrogen Plant to be procured and installed under this Contract shall be sourced from

domestic manufacturers in compliance with the local content requirements prescribed under the MII Order and any sector-specific order or guidelines issued by the nodal Ministry thereunder.

ii. YYY will ensure compliance with Rule 144(xi) of the General Financial Rules, 2017 (as inserted vide Office Memorandum No. 6/18/2019-PPD dated 23rd July 2020 issued by the Department of Expenditure, Ministry of Finance) and the Order on Public Procurement No. 1 dated 23rd July 2020 issued thereunder ("Land Border Order"), as amended from time to time.

22. GOVERNING LAW AND DISPUTE SETTLEMENT

22.1. This Contract shall be governed and construed in accordance with the laws of India. Subject to Article 22.2 below, the courts in _____, shall have exclusive jurisdiction over any matter arising under or in relation to this Contract.

22.2. Upon notice of Dispute, each Party shall use its best efforts to settle the dispute through good faith negotiations for a period of thirty (30) days. If the Party fails to participate in such negotiations, the other Party may initiate arbitration proceedings. The Dispute shall be referred to arbitration under Indian Arbitration and Conciliation Act, 1996 ("Act"). The arbitral proceedings shall be adjudicated by a sole arbitrator appointed mutually by the Parties or as per the rules of Act. The seat of arbitration shall be ____. The arbitral award shall be final and binding upon the Parties.

22.3. Each Party shall bear its own cost of the litigation proceedings. This Article shall survive the termination or expiration of this Contract.

23. MISCELLANOUS

23.1. **Notices**: All notices or communications under this Contract shall be in writing and delivered to the addresses set forth in the preamble of this Contract or such other address as may be designated by a Party by written notice. Notices may be sent by registered post, courier, or electronic mail. A notice shall be deemed received: (i) upon delivery, if sent by courier or registered post with acknowledgment of receipt; or (ii) upon successful transmission, if sent by electronic mail.

23.2. **Waiver**: No failure or delay by either Party in enforcing any provision of this Contract or exercising any right or remedy hereunder shall be deemed a waiver thereof. Any waiver of a breach or default shall not be construed as a waiver of any subsequent breach or default, nor shall it affect the validity of the remaining provisions of this Contract.

23.3. **Subcontracting**: XXX shall not subcontract, assign, delegate, or otherwise transfer any portion of its obligations under this Contract without the prior express written consent of YYY. Any such unauthorized subcontracting shall be null and void.

23.4. **Independent Contractors**: Nothing in this Contract shall be deemed to create or constitute a partnership, joint venture, agency, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind or obligate the other Party in any manner whatsoever.

23.5. **Assignment**: Parties shall not assign, novate, or transfer this Contract or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of other Party. YYY may assign or novate this Contract to any of its Affiliates or successors by providing written

notice to XXX.

23.6. **Severability**: Each provision of this Contract shall be construed as separate and independent. If any provision or part thereof is held to be invalid, unenforceable, or illegal under applicable law, such provision shall be deemed severed from this Contract and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

23.7. **Entire Contract**: This Contract, together with any purchase orders if issued pursuant hereto, constitutes the entire Contract between the Parties and supersedes all prior or contemporaneous understandings, communications, or Contracts, whether oral or written, with respect to the subject matter hereof.

23.8. **Amendments**: No amendment, modification, or waiver of any provision of this Contract shall be valid unless set forth in a written instrument executed by duly authorized representatives of both Parties.

23.9. **Counterparts and Electronic Execution**: This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Contract may be executed and transmitted electronically (including via email or facsimile), and such execution shall have the same legal effect as delivery of an original signed copy.

For, **YYY**	For, **XXX**
_____	_____
Authorized Signatory Designation:	_ Authorized Signatory Designation:

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SCHEDULE 1

HYDROGEN PLANT – INDICATIVE SITE LAYOUT

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SCHEDULE 2

2.1 TECHNICAL SPECIFICATIONS

Minimum Temperature	_
Maximum Temperature	
Average Temperature	
Wet Bulb temperature (Max.)	

Product	Gaseous Hydrogen
Grade	Industrial
Purity (Dry)	_____%
Pressure at the Hydrogen Plant battery limit	___ bar_g
Average Monthly Flow Requirement of XXX	_____ Nm^3
Impurity	
H_2O	_____ppm
O_2	____ppm

Product	Gaseous Oxygen
Grade	Industrial
Purity (dry)	_____%
Pressure at the Hydrogen Plant battery limit (for O_2 stream)	___ bar_g
Average Monthly Flow Requirement of XXX	_____ Nm^3
Impurity	
H_2O	___ ppm
H_2	___ ppm

2.2 THRESHOLD ENERGY CONSUMPTION (TEC)

Threshold Energy Consumption	Unit	Value
Overall system threshold energy consumption (kWh/Nm3) – AC Power (including stack power, balance of plant for hydrogen and oxygen purification, rectifier & transformer losses)	kWh/ Nm^3 of H_2	___

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2.3 Maximum Permissible Degradation in TEC

Contract Year	Maximum Permissible Threshold Electricity Consumption (kWh/Nm^3 of H_2)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

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2.4 Procedure for Performance Guarantee Test

YYY shall provide notice (at least one week in advance) to the XXX for conducting a Performance Guarantee Test within 60 days of receiving the required statutory approvals.

The Performance Guarantee Test shall be performed at full load condition over a period of _____(___) hours after the electrolyser is in stable running condition for about _____hours. The following parameters shall be demonstrated subject to uninterrupted availability of the utilities:

Plant Capacity:

1. Hydrogen production shall remain 'stable' during the test with +/- _% tolerance on a continuous basis during the test.
2. Test duration shall be _____hours.

Hydrogen and Oxygen Purity:

1. Hydrogen & Oxygen purity analyser are provided at the output of the H_2 & O_2 purification units for the determining the purity.
2. The Hydrogen and Oxygen purity (dry) is required to always equal to or more than _____% and _____% respectively.

DC power consumption:

1. The Threshold Energy Consumption shall be demonstrated at the full load capacity of the Electrolyser
2. The total kWh consumed during the Performance Guarantee Test shall be measured and divided by total Hydrogen Production to arrive at the Threshold Energy Consumption.

2.5 Indicative Maintenance Plan & Spares Inventory

2.6 Daily Generation Report Format

1) H2 Generation

2) H2 Purity

3) O2 Generation

4) O2 Purity

5) TEC

6) Shutdown Hours

2.7 Plant Availability Calculation Methodology

Annual Availability (%) = (Actual Operating Hours + Deemed Operating Hours + Scheduled Shutdown Hours)/8760 * 100

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SCHEDULE 3

UTILITY SPECIFICATIONS

1. Potable/ Raw water:

Requirement (m^3/h)	
pH	
Temperature	
Suspended matter (mg/L)	

2. Demineralised Water Quality

Electrical conductivity:	
Fe3+:	
CL:	
Dry residue content	
Suspended matter:	

3. Instrument Air:

Requirement (Nm^3/h)	
Oil free and dust free	
Dew point	
Dust particle size (μm)	
Oil content (mg/m^3)	

4. Nitrogen gas:

Nitrogen purge is required every time before starting the equipment after maintenance to remove air in the system and after shutdowns to remove gaseous hydrogen.

Purity	
O_2 (ppm)	
CO/CO_2 (ppm)	
H_2O (ppm)	

5. Battery Limit Condition:

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Tie In No	In / Out	Tie In description	Phase	Operating Pressure	Operating Temperature	Design Pressure	Design Temperature
			G / L	kg/cm²g	°C	kg/cm²g	°C
1	In	Instrument Air	G				
2	In	Nitrogen	G				
3	In	Raw Water	L				

Note:

1) All the above utilities to be provided at the Hydrogen Plant battery limits
2) The gaseous Hydrogen shall be made available at the Hydrogen Plant battery limit. Further distribution shall be in XXX's scope
3) Storm Water, Oily Water, and Sanitary & Sewer drains shall be provided at the Hydrogen Plant battery limits

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SCHEDULE 4

HYDROGEN PLANT EQUIPMENT LIST

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SCHEDULE 5

SCOPE MATRIX FOR DIVISION OF RESPONSIBILITY

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SCHEDULE 6

PROJECT TIMELINES FOR HYDROGEN PLANT

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