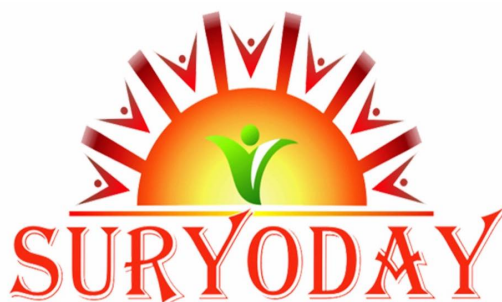




SURYODAY GROUP
Green Energy & Biofuels Division

COMMERCIAL TERM SHEET FOR CBG EPC PARTNERSHIP
3 TPD / 6 TPD / 12 TPD Models

Doc No: SG-CBG-CTS-03 | Full Name: Commercial Term Sheet for CBG EPC Partnership - 3/6/12 TPD Models | Short Name: Term Sheet / CTS
Agreement Reference: As per mutually agreed Commercial Term Sheet No. SG/CBG/CTS/2026-27/03

Document No: SG-CBG-CTS-03 | Full Name: Commercial Term Sheet for CBG EPC Partnership - 3/6/12 TPD Models | Short Name: CTS / Term Sheet

Stage: Stage 2 - Commercial Lock | Linked to: EOI-01 (Invitation), EDD-02 (Evaluation), FCF-04 (Funding), SPV-05, EPF-06, EPC-07
Agreement Reference Clause: 'This EPC Agreement is governed by and shall be read in conjunction with mutually agreed Commercial Term Sheet No. SG/CBG/CTS/2026-27/03 dated ____ as amended from time to time.'

Purpose: To lock Commercials, Payment Terms, Security Package, Guarantees, Timeline for 3/6/12 TPD Models before Financial Closure

1. Parties & Definitions

Party	Role & Definition
Party A: Suryoday Group / SPV	Suryoday Universal Network Private Limited or its Project-wise SPV (to be formed under SG-CBG-SPV-05) acting as Programme Aggregator & Project Owner. Responsible for Land, Feedstock linkage, Funding, Statutory Approvals, CBG Offtake.
Party B: EPC Partner	Shortlisted Technology Provider cum EPC Contractor under EDD-02, responsible for Design, Engineering, Procurement, Construction, Commissioning and Performance Guarantees as per this CTS.
Project	Each CBG Plant of 3 TPD / 6 TPD / 12 TPD capacity at identified locations in Gujarat Phase-1 and pan-India as per EOI-01.

2. Plant Models & Indicative Commercials - To Be Filled After Negotiation

Model	CBG Capacity	Feedstock	EPC Cost (Excl. GST) - To be Finalized	Timeline
Model -A	3 TPD	120-150 TPD	Rs. ____ Cr + GST (Breakup: Equipment __ Cr, Civil __ Cr, Erection & Commissioning __ Cr)	10-12 Months from NTP
Model -B	6 TPD	250-300 TPD	Rs. ____ Cr + GST (Breakup: Equipment __ Cr, Civil __ Cr, Erection & Commissioning __ Cr)	12-14 Months from NTP
Model -C	12 TPD	500-600 TPD	Rs. ____ Cr + GST (Breakup: Equipment __ Cr, Civil __ Cr, Erection & Commissioning __ Cr)	14-16 Months from NTP

Note: GST extra at actuals. Above cost includes everything in Scope as per Clause 3 except Exclusions in Clause 4. Price Validity: 90 days from CTS signing. Price escalation after 90 days only if approved by Management.

3. Detailed Scope of EPC Partner - Inclusions

Category	Inclusions - EPC Partner Scope
Engineering	Basic & Detailed Engineering, PFD, P&ID; Mass & Energy Balance, GA Drawings, Civil Foundation Design, Structural Design, Electrical SLD, Instrumentation Logic, 3D Model if required.
Civil & Structural	Complete civil works within battery limit: Digester Tanks, Foundation for all equipment, Control Room, Compressor Room, Internal Roads, Drainage, Compound Wall for plant area only, Dyke Wall, Equipment Foundations.
Mechanical & Process	Feedstock handling system (Receiving pit, Mixing, Feeding), Digester with Agitator & Heating, Gas Holder (Double membrane), H ₂ S Scrubbing (Biological/Chemical), Biogas Upgradation (PSA/Membrane/Water Scrubber), Moisture Removal, Compressor 250 bar, Storage Cascades, Piping within battery limit.
Electrical & Instrumentation	PCC, MCC, VFDs, Transformers (if required within battery limit), Earthing, Lighting, Instrumentation, PLC/SCADA, Gas Analyser (CH ₄ , H ₂ S, CO ₂ , O ₂), Fire & Gas Detection.
Commissioning	Pre-commissioning, Cold Trial, Commissioning, Inoculum arrangement (first time), Trial Run 15 days, Performance Test 72 Hrs demonstrating Purity >98% CH ₄ as per BIS 16087, Uptime >95%, Training & 3 Months O&M; Handholding.

4. Exclusions - SPV / Suryoday Scope

Exclusion	Responsible Party & Clarification
Land & Land Development beyond Battery Limit	Suryoday / Land Partner - Land procurement, Leveling beyond plant, Approach road beyond 100m, Boundary wall beyond plant area.
Power Evacuation beyond Battery Limit	SPV - HT Line, Transformer beyond plant battery limit, Power connection charges, Deposits to DISCOM.
Statutory Fees & Approvals	SPV - GPCB, PESO, Factory, Fire, Electricity Duty, Panchayat, All liaison fees. EPC to provide technical documents support.
Feedstock Linkage	SPV / Feedstock Partner - Long-term feedstock linkage, Price, Transportation beyond plant gate. EPC to specify quality requirement.
CBG Offtake & Manure Marketing	SPV / Investment Partner - CBG offtake agreement with OMC/CGD, Manure marketing. EPC to provide quality as per BIS.

5. Payment Terms - Via Escrow (EPF-06) - Most Critical

Milestone	% Payment	Trigger for Release from Escrow	Document Required
Advance	5%	Against ABG of equal amount + Signing of CTS + Submission of PBG	ABG, PBG, CTS Signed Copy
Engineering	10%	Approval of Basic & Detailed Engineering, PFD, P&ID; GA Drawings by SPV / PMC	Drawings, Design Approval Note
Supply - Procurement	20%	Against proforma invoice for major equipment (Digester, Upgradation, Compressor, Gas Holder) - Material at factory inspection	PI, Factory Inspection Report, Photos
Supply - Delivery at Site	20%	Delivery & receipt at site of all equipment, LR, GRN, Insurance, Invoice	LR, GRN, Invoice, Insurance Copy
Erection - Civil & Mechanical	15%	Completion of civil works 100% and mechanical erection 70% certified by Independent Engineer	IE Certificate, Site Progress Photos
Erection - Commissioning	15%	Completion of erection, pre-commissioning, cold trial, readiness for hot trial certified by IE	IE Certificate, Pre-commissioning Checklist

Milestone	% Payment	Trigger for Release from Escrow	Document Required
Performance Test	10%	Successful 72 Hrs Performance Test demonstrating >98% CH ₄ , >95% Uptime, Guaranteed Yield certified by IE	Performance Test Report, Lab Reports, IE Certificate
Retention	5%	After 12 months DLP, No defect, Final handover, Submission of O&M; Manuals, As-built drawings	DLP Completion Certificate, Final Docs

Important: No payment shall be released without Independent Engineer (IE) / PMC certification AND approval of Suryoday SPV AND Lender (if any) AND availability of funds in Escrow as per EPF-06. All payments via RTGS from Escrow Account only.

6. Security Package & Bank Guarantees

Security	Details	Validity
Performance Bank Guarantee (PBG)	10% of EPC Cost (Excl. GST) from Scheduled Commercial Bank in favour of Project SPV	Till Commissioning + 12 months DLP
Advance Bank Guarantee (ABG)	Equal to Advance amount (5%) from Scheduled Commercial Bank	Till adjustment against supply
Retention Money	5% of EPC Cost retained from each running bill OR 5% BG for 12 months DLP	12 months DLP
Performance Guarantee - Purity	CBG Purity >98% CH ₄ as per BIS 16087 during 72 Hrs Test and during DLP	During Test + DLP
Performance Guarantee - Uptime	Plant Uptime >95% during DLP (excluding scheduled maintenance 15 days/year)	During DLP
Performance Guarantee - Yield	Biogas Yield > ___ Nm ³ /ton of feedstock mix as per design (to be filled based on technology)	During Test + DLP
Insurance	CAR Policy (Contractor All Risk) + Workmen Compensation + Third Party Liability till handover	Till Final Handover

7. Project Timeline & Liquidated Damages (LD)

Model	Timeline from NTP	LD for Delay	Cap
Model-A (3 TPD)	10-12 Months	0.5% per week of delay of EPC Cost (Excl. GST)	Max 5% of EPC Cost
Model-B (6 TPD)	12-14 Months	0.5% per week of delay of EPC Cost (Excl. GST)	Max 5% of EPC Cost
Model-C (12 TPD)	14-16 Months	0.5% per week of delay of EPC Cost (Excl. GST)	Max 5% of EPC Cost

Force Majeure: As per standard clause - Neither party liable for delay due to Force Majeure as defined in EPC Agreement EPC-07. EPC to intimate within 7 days of occurrence.

8. Defect Liability Period (DLP) & O&M; Handholding

DLP: 12 months from date of successful 72 Hrs Performance Test & Commercial Operation Date (COD). During DLP, EPC shall rectify any defect due to design, material, workmanship at its own cost within 7 days of notice. If not rectified, SPV can rectify at EPC's risk & cost and adjust from Retention / PBG.

O&M; Handholding: 3 Months free O&M; handholding from COD including deputing 2-3 trained operators, supervisors, routine maintenance training, SOPs, O&M; Manuals. After 3 months, SPV to take over O&M; or can enter into separate Long-term O&M; Agreement with EPC if offered under Value Addition Clause 9 of EOI-01.

Spares: List of 2 years recommended spares to be provided by EPC with cost. First filling of lubricants, chemicals, inoculum included in EPC cost.

9. Price, Taxes & Variation

Price Basis: EPC Cost as per Clause 2 is firm and fixed for 90 days from CTS signing. No escalation during this period. After 90 days, escalation only if delay is not attributable to EPC and approved by Management in writing.

Taxes: GST extra at actuals as applicable on date of invoice. Any new tax / cess after CTS signing shall be to SPV account if supported by documentary proof. TDS as per Income Tax Act.

Variation: Any variation / extra item beyond scope as per Clause 3 & 4 shall be executed only after written Variation Order approved by SPV and cost mutually agreed. No extra claim without written approval.

10. Value Addition - Commercial for Extra Services

If EPC Partner offers Value Addition as per Clause 9 of Invitation EOI-01 (Long-term O&M, Feedstock support, Offtake assistance, etc.), commercials for such extra services shall be negotiated separately and shall not be mixed with EPC Cost. Separate Work Order / Agreement shall be executed for extra services with clear SLA, KPIs, Payment Terms. Such extra services will be performance linked and open book.

11. General Terms & Conditions

Clause	Details
Governing Law & Jurisdiction	This CTS and subsequent EPC Agreement shall be governed by Laws of India. Jurisdiction: Courts at Navsari / Surat, Gujarat.
Confidentiality	Both parties shall keep commercial terms, drawings, technology confidential. Not to disclose to third party without written consent except for statutory / lender requirements.
Assignment	EPC shall not assign this CTS or EPC Agreement without prior written consent of Suryoday SPV.
Termination	SPV can terminate with 30 days notice if EPC fails to mobilize within 30 days of NTP or abandons work or goes into insolvency. PBG shall be encashed and work completed at EPC's risk & cost.
Dispute Resolution	First attempt amicable resolution by COO / Management within 30 days. If not resolved, Arbitration as per Arbitration & Conciliation Act, 1996. Venue: Surat, Gujarat. Language: English.

12. Agreement Reference Clause - Most Important

Agreement Reference Clause to be inserted in Definitive EPC Agreement SG-CBG-EPC-07:

'This Project-Specific Definitive EPC Agreement No. _____ dated _____ is executed in pursuance of and shall be read in conjunction with Invitation No. SG-CBG-EOI-01 dated 19 Sep 2026, Internal Evaluation Framework No. SG-CBG-EDD-02, and mutually agreed Commercial Term Sheet No. SG/CBG/CTS/2026-27/03 dated _____ (hereinafter referred to as CTS-03). In case of any conflict between this EPC Agreement and CTS-03, provisions of CTS-03 shall prevail for commercial matters including Price, Payment Terms, Security Package, Guarantees, Timeline and LD. All other terms shall be as per this EPC Agreement.'

This clause ensures that CTS-03 becomes integral part of final legal agreement and protects Suryoday Group's commercial interests.

For Suryoday Group / Project SPV	For EPC Partner (To be filled after shortlisting)
Mahendrabhai Kahar Chief Operating Officer (COO) Authorised Signatory Date: _____ Place: _____	Name: _____ Designation: _____ Company: _____ Authorised Signatory Date: _____ Place: _____

This Commercial Term Sheet SG-CBG-CTS-03 is confidential and forms basis for Project-Specific Definitive EPC Agreement SG-CBG-EPC-07. This CTS locks commercials for 3/6/12 TPD Models before Financial Closure as per Funding Framework FCF-04 and SPV Framework SPV-05 and Escrow Framework EPF-06.