



SURYODAY GROUP
Green Energy & Biofuels Division

PROJECT-SPECIFIC DEFINITIVE EPC AGREEMENT

Doc No: SG-CBG-EPC-07 | Full Name: Project-Specific Definitive EPC Agreement | Short: EPC Agreement

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Stage: Stage 4 - Final Legal | Linked to: EOI-01, EDD-02, CTS-03, NDA-00, FCF-04, SPV-05, EPF-06 | For EPC Partner, SPV, Bank, Legal
Purpose: Final legally binding EPC Agreement for each CBG Plant (3/6/12 TPD) to be executed after Financial Closure. This is executed via Legal Counsel.
Agreement Reference: As per mutually agreed Commercial Term Sheet No. SG/CBG/CTS/2026-27/03 and all other Frameworks.

1. Parties to Agreement

Party	Details
Party A - Owner / SPV	_____ CBG Private Limited, Project SPV formed under SG-CBG-SPV-05, having CIN _____, Registered Office _____, represented by Authorised Signatory, hereinafter referred to as 'Owner' or 'SPV' or 'Company', which expression shall include its successors and assigns.
Party B - EPC Contractor	_____ [EPC Company Name], having CIN _____, Registered Office _____, represented by Authorised Signatory, shortlisted under EDD-02 and CTS-03, hereinafter referred to as 'EPC Contractor' or 'Contractor', which expression shall include its successors and assigns.

2. Recitals & Reference to Other Frameworks - Most Important

- A. Owner is developing _____ TPD CBG Plant at _____ (Location) under Suryoday Group's 50 Plants Programme.
B. Owner had invited proposals vide Invitation No. SG-CBG-EOI-01 dated 19 Sep 2026.
C. EPC Contractor submitted proposal and was evaluated under Evaluation Framework SG-CBG-EDD-02 and found qualified.
D. Parties have negotiated and signed Commercial Term Sheet No. SG/CBG/CTS/2026-27/03 dated _____ (CTS-03) locking commercials for 3/6/12 TPD Models.
E. EPC Contractor has executed Non-Disclosure Agreement No. SG-CBG-NDA-00 dated _____.
F. Owner has achieved Financial Closure as per Funding Framework SG-CBG-FCF-04 and has formed SPV as per SPV Framework SG-CBG-SPV-05 and has activated Escrow as per Escrow Framework SG-CBG-EPF-06.
G. Owner now wishes to appoint EPC Contractor for EPC execution of the Project and EPC Contractor has agreed to execute the same as per terms of this Agreement read with CTS-03.

Reference Clause: 'This Agreement is executed in pursuance of and shall be read in conjunction with NDA-00, EOI-01, EDD-02, Commercial Term Sheet No. SG/CBG/CTS/2026-27/03, FCF-04, SPV-05, EPF-06. In case of conflict, CTS-03 shall prevail for commercial matters.'

3. Scope of Work - As per CTS-03 Clause 3 & 4

Scope of Work for EPC Contractor includes all items as per Clause 3 of CTS-03 (Inclusions) - Basic & Detailed Engineering, PFD/P&ID; Civil, Mechanical, Electrical, Instrumentation, Piping, Gas Holder, H2S Scrubbing, Upgradation Unit, Compressor, Cascades, Fire & Safety, Commissioning, 72 Hrs Performance Test, Training, 3 Months Handholding. Exclusions as per Clause 4 of CTS-03 - Land, Power beyond boundary, Statutory Fees, Feedstock Linkage, Offtake. Detailed scope annexed as Annexure-A.

4. Contract Price & Payment Terms - As per CTS-03 Clause 2 & 5 and EPF-06

Item	Details as per CTS-03
Contract Price	Rs. _____ Crore + GST extra at actuals for _____ TPD Model at _____ location. Firm and fixed for 90 days from CTS signing. Breakup: Equipment Rs. __ Cr, Civil Rs. __ Cr, Erection & Commissioning Rs. __ Cr. GST extra.
Payment Terms	All payments via Escrow Account as per Escrow Framework SG-CBG-EPF-06 and as per Milestones in Clause 5 of CTS-03: 5% Adv vs ABG, 10% Engg, 40% Supply (20+20), 30% Erection & Commissioning (15+15), 10% Performance Test, 5% Retention. No payment without IE Certificate + SPV + Lender approval.

5. Security Package, Guarantees, Timeline, LD, DLP - As per CTS-03 Clause 6,7,8

Item	As per CTS-03
PBG, ABG, Retention, Insurance	As per Clause 6 of CTS-03: PBG 10% till Commissioning + 12 months, ABG equal to advance, Retention 5%, CAR, Workmen, Third Party Insurance till handover.
Performance Guarantees	Purity >98% CH4 as per BIS 16087, Uptime >95%, Yield > _____ Nm3/ton as per design. To be demonstrated during 72 Hrs Performance Test.
Timeline & LD	As per Clause 7 of CTS-03: _____ Months from NTP for _____ TPD Model. LD 0.5% per week, Max 5% of Contract Price.
DLP & Handholding	As per Clause 8 of CTS-03: DLP 12 months from COD, 3 Months free O&M; handholding, 2 years spares list.

6. General Conditions - As per CTS-03 Clause 11 + Additional Legal Clauses

Clause	Details
Governing Law & Jurisdiction	Laws of India, Courts at Navsari/Surat, Gujarat exclusive jurisdiction as per CTS-03.
Confidentiality	As per NDA-00 and CTS-03 Clause 11. Both parties to keep confidential.
Force Majeure	As per standard legal clause - Neither party liable for Force Majeure events - Natural calamity, War, Government restriction, Pandemic, etc. Intimation within 7 days.
Termination	Owner can terminate with 30 days notice if EPC fails to mobilize within 30 days of NTP or abandons work or goes into insolvency. PBG encashed, work completed at EPC's risk & cost.

Clause	Details
Dispute Resolution	Amicable resolution by COO/Management within 30 days, then Arbitration under Arbitration & Conciliation Act, 1996, Venue Surat, Language English.
Entire Agreement	This Agreement along with Annexures, NDA-00, EOI-01, EDD-02, CTS-03, FCF-04, SPV-05, EPF-06 constitutes entire agreement. In case of conflict, order of precedence: 1. This Agreement, 2. CTS-03 for commercial matters, 3. Other Frameworks.

7. Annexures

Annexure	Document
Annexure -A	Detailed Scope of Work, Technical Specifications, PFD/P&ID, Layout, Mass Balance
Annexure -B	Contract Price Breakup & Payment Milestones as per CTS-03
Annexure -C	Performance Guarantees - Purity, Uptime, Yield - Test Procedure for 72 Hrs Test
Annexure -D	Project Timeline - L2 Schedule with Milestones
Annexure -E	Security Package - Format of PBG, ABG, Insurance Requirements
Annexure -F	List of Approved Makes for Key Equipment
Annexure -G	Escrow Mechanism as per EPF-06

For Owner / Project SPV Name: _____ Designation: _____ SPV: _____ CBG Pvt. Ltd. Authorised Signatory Date: _____ Place: _____ Witness 1: _____	For EPC Contractor Name: _____ Designation: _____ Company: _____ Authorised Signatory Company Seal Date: _____ Place: _____ Witness 1: _____
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