



CHHARA PORT

ARRIVAL INFORMATION AND TARIFF STRUCTURE FOR LNG TERMINAL

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1. INTRODUCTION

1.1 Simar Port Private Limited (SPPL)

Simar Port Private Limited (SPPL) has developed an all-weather multi-purpose greenfield Chhara Port situated in district Gir – Somnath of Gujarat, India. This port is spread over an area of 1000 acres and lies on the South coast of Gujarat State with the nearest airport being Diu airport.

The salient features of the planned port are as follows:

- 10 berths (as per Master Plan)
- ~ 4 km offshore breakwater
- Depth ~ 16-20 meters
- All connecting infrastructure (pipelines and road) to hinterland

SPPL have planned port development in various phases. Phase-1 of the Project is currently operational.

Phase 1 of the project consists of an LNG terminal with all associated facilities for receipt, unloading, storage and regasification of LNG and supply of regasified LNG to the gas grid. The LNG facilities have been Sub-Concessioned to HPCL LNG Limited (HPLNG), a 100% subsidiary of Hindustan Petroleum Corporation Ltd (HPCL).

Simar Port Private Limited (SPPL) provides all necessary services associated with the safe transit and mooring of the LNG carriers at the port.

The LNG terminal is designed for regasification capacity of 5 MMTPA.

The Chhara LNG Terminal stands as a pioneering project in India's energy infrastructure, facilitating the import and distribution of Liquefied Natural Gas (LNG) to meet the country's growing energy demands.

To achieve the tranquility conditions required for safe operation of LNG berth, a breakwater of approx. 2 km length is being constructed as part of Phase 1 in line with Port's Master Plan.

1.2 LNG Terminal Project

The LNG Terminal is developed with all associated facilities for receipt, unloading, storage and regasification of LNG and supply of regasified LNG to the gas grid.

The terminal can be majorly divided into three parts:

- ❖ **Marine Facilities for Ship Unloading:** For unloading LNG Carrier ships, a 1.2 Km long jetty with unloading arms and pipeline for transporting LNG to storage tanks is constructed. The unloading facility can cater to LNG carriers of 65,000 to 267,000 cubic meter capacity for unloading LNG.
- ❖ **LNG Storage Facilities:** LNG is stored in two numbers of full containment LNG storage tanks. The tanks at the terminal are the largest LNG storage tanks in India, having capacity of 200,000 cubic meter each. These tanks are designed to store LNG at exceptionally low temperatures of -162° C.
- ❖ **Regasification Facilities:** The LNG stored in LNG tanks are converted back to natural gas at ambient temperature and transported to gas grid at high pressure. For regasification of LNG, facilities like LNG Vaporizers, Air Heaters, BOG Compressor and HP Pumps are used at the Terminal. Facility for loading LNG into tank trucks for transporting LNG to small LNG stations is constructed at the terminal.

For send-out of Regasified LNG, a tie-in connectivity pipeline from Chhara Terminal to Lodhpur Terminal is laid by Gujarat State Petronet Limited (GSPL).

2. EMERGENCY CONTACT

Sl. No.	Department	Contact Persons Designation	Telephone / Email
1.	Marine Control Room	Suman Samanta	Mob: +91 7064460302 / suman.samanta@shapoorji.com
2.	Simar Port Private Limited	PFSO - Capt Sanjeev Kumar	Mob: +91 8603309847 / Sanjeev.kumar6@shapoorji.com
3.	Security Incharge	Mr. Jaisukhbhai Chavda	Mob: +91 9104058786 / admin.chhara@shapoorji.com
4.	Head Office	Mr. Arpit Gupta	Mob: +91 8290376279 / arpit.gupta@shapoorji.com

3. POLICY

3.1 Quality, Health, Safety, Security & Environment Policy

Simar Port Private Limited - Chhara Port is committed to provide prompt and effective Operation, Management and Maintenance of the Sea-Port and allied facilities for Bulk, Break Bulk, Project, Container and Liquid Cargoes works and related fields through our competent technical personnel, appropriate equipment's & procedures by continually improving the effectiveness of quality management system to achieve total customer satisfaction.

Simar Port Private Limited - Chhara Port firmly believes that Health, Safety and environmental conditions of its employees & Clients while at work place is of utmost importance and Safety is an essential and integral part of each and every activity. Therefore, all work shall be carried out with utmost care, giving due consideration to safety which shall not be compromised under any circumstances. Accidents and risks to health and environmental are preventable through continual improvement in working environment and involvement of all employees making thereby a safe, healthy & accident-free work place. The management sincerely believes that accidents are preventable & aim to achieve "ZERO ACCIDENT, ZERO INCIDENT"

We commit in avoiding pollution of environment, optimizing resource utilization and making employee involvement & awareness in evolving a management system.

We are committed to ensure social compliances and do not use any unfair or forced labour practices and will not employ individuals that are not legally documented.

To achieve the above policy & goals, SPPL has decided to design an effective management system, performance for which will be monitored and continually improved by incorporating various quality, health, safety, security, environment objectives.

With regard to quality, health, safety, security and environment objectives, It will:

- comply with the requirements of all relevant statutory, regulatory and other provisions.
- incorporate appropriate Quality, Health, Safety, Security, Environment and Social Responsibility criteria and factors into customer service.
- provide & maintain safe, secured & healthy work place through operational procedures, safe systems and methods of work.
- equipment shall be maintained & collectively managed to reduce breakdown & operational downtime.
- identify all existing and new hazards and take all practicable steps to eliminate or minimize the exposure to any hazards.
- encourage employee's consultation and participation in all health and safety matters enable employees to elect health and safety representative.
- communicating our environmental commitment to clients, employees and other interested parties.
- prevent pollution & optimize resource utilization.
- provide safety awareness training to protect all employees from foreseeable work hazards and environment awareness training to contribute in protecting environment.
- work with major suppliers and contractors to facilitate the overall quality, health, safety, security, environment and social responsibility performance improvement.

- review policy at periodic interval.

3.2 Drug and Alcohol Policy

Chhara Port subscribes to a strict Alcohol, Drugs and Tobacco Policy. The Port is situated in the State of Gujarat, India where use of alcohol is prohibited. Visiting vessels are required to abide by this law. Smoking or use of tobacco is not permitted when in the Port / Terminal premises.

Any person found under the influence of drugs / alcohol will be refused permission to enter the Port / Terminal.

4. Port Infrastructure Details:

4.1 Port Limits:

Chhara Port limits have been notified by the Government of Gujarat under Section 5 of the Indian Ports Act, 1908 (15 of 1908) vide Government Notification, Ports and Transport Department Notification No. PT/4/2015/WKS-512007-G-198/(Part-I)-GH-1 dated 19 February, 2015 as follows:

<i>Table 13-1 Chhara Port Limits</i>	
NORTH	Port limit starts from Point "A" at Lat. 20°44'00.00"N, Long. 070°43'00.00"E moving Eastwards along the Highest High Tide Line to Point "B" at Lat. 20°43'23.82"N, Long. 070°44'21.95"E to Point "C" at Lat. 20°43'55.19"N, Long. 070°44'07.64"E to Point "D" at Lat. 20°44'27.84"N, Long. 070°44'08.55"E to Point "E" at Lat. 20°44'27.28"N, Long. 070°44'49.39"E to Point "F" at Lat. 20°44'04.46"N, Long. 070°45'09.73"E to Point "G" at Lat. 20°44'16.51"N, Long. 070°45'44.45"E to Point "H" at Lat. 20°43'32.99"N, Long. 070°45'52.89"E to Point "I" at Lat. 20°43'25.00"N, Long. 070°45'23.42"E
EAST	From Point "I" at Lat. 20°43'25.00"N, Long. 070°45'23.42"E extending along the Highest High Tide Line to Point "P" at Lat. 20°41'48.66"N, Long. 070°48'55.69"E
SOUTH	From Point "P" at Lat. 20°41'48.66"N, Long. 070°48'55.69"E to Point "N" at Lat. 20°40'00.00"N, Long. 070°48'00.00"E
WEST	From Point "N" at Lat. 20°40'00.00"N, Long. 070°48'00.00"E to Point "O" at Lat. 20°42'30.00"N, Long. 070°41'00.00"E and then to Point "A"

4.2 Anchorage

Chhara port has a designated anchorage area for waiting vessels or for emergency use prior or after berthing. The anchorage area is as shown in the following figure with a diameter of 1 NM, centered at Lat/Long 20°41'28.52"N / 070°42'0.23"E.

Vessel Masters are advised that a continuous and competent anchor watch must be kept while at anchorage with readiness of vessel main engines at short notice.

4.3 Navigation channel

Navigation channel at Chhara Port is designed for one-way shipping traffic at any given time. Width of the channel is 300m with a total length of approx. 3 nautical miles. Width of the channel at the bend is 370m. The minimum depth presently available (without dredging) in navigable waters of Chhara Port is approx. 12.3 meters at Chart Datum and there is a tidal range of approx. 2.5 meters available at the port.

There is a turning basin at the shore end of the channel with diameter of 700m, centered at 20°42'47.0"N and 070°43'18.8"E. Vessels are generally turned in the turning basin before berthing.

Navigation Aids:

Chhara Port - Navigational Aids - Position details				
Location			LAT - LONG	
			Latitude N	Longitude E
1	Channel marker Buoy	B7	20°42'52.81"N	70°40'40.32"E
2		B8	20°43'4.53"N	70°40'39.00"E
3		B9	20°43'03.46"N	70°41'08.02"E
4		B10	20°43'13.30"N	70°41'06.00"E
5		B11	20°43'06.16"N	70°41'54.50"E
6		B12	20°43'16.96"N	70°41'51.03"E
7		B13	20°43'05.36"N	70°42'09.47"E
8		B14	20°43'18.21"N	70°42'08.87"E
9		B15	20°43'02.38"N	70°42'23.71"E
10		B16	20°43'13.90"N	70°42'25.48"E
11		B17	20°42'49.04"N	70°42'52.11"E
12		B18	20°43'06.38"N	70°42'58.51"E
13	Fairway Buoy	FB1	20°42'45.57"N	70°40'32.40"E
14	Special Marker Buoy near West End of Breakwater	SMB	20°42'42.83"N	70°42'32.53"E
15	Pilot Boarding Point	PB	20°42'30.05"N	70°42'2.71"E

16	Anchorage area centre (Diameter of 1 NM)	AC	20°41'28.52"N	70°42'0.23"E
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4.4 Charts

Vessels calling at Chhara port must use Indian charts for navigation. Following Charts serve the navigational area for Chhara Port:

292 Dwarka to Mumbai: 1 : 7,50,000
 253 Veraval to Pipavav: 1 : 3,00,000
 206 Veraval to Diu Head: 1 : 1,50,000
 2052 Chhara Port: 1 : 25,000

4.5 Port crafts

The following Marine crafts are available for safe marine operations at Chhara Port:

- Tugs: 4 Nos. with 50 T Bollard pull
- Patrol Boat: 1 No

4.6 Pilotage

Pilotage is compulsory for all the vessels calling at Chhara Port. No vessel is allowed to enter into Chhara Port Limits without Chhara Port pilot. All vessels are required to request for inward/outward pilot through their local agents at least 24 hours in advance. Pilot boarding station is located as at 20°42'30.05"N 70°42'2.71"E.

4.7 LNG Berth details

The berth of the LNG jetty is orientated at the south side of Terminal.

Number of LNG berths: 1

Minimum depth on berth : 16.0 m

Capacity (max) : 267000 cubic meters

Maximum Displacement(max) : 205710 metric tones

LOA : 345 meters

Beam : 55.0 meters

Loaded Draft : 12.2 meters.

Ballast Draft : 9.6 meters

Product handled : LNG.

Ballast and slop reception : None.

4.8 Berth throughput:

The cargo throughput capacity of the LNG berth in normal is 12,000 m³/hr which may vary to maximum of 16,000m³/ hr.

4.9 LNG jetty General description:

The LNG jetty consists of:

- Four breasting dolphins (BD) fitted with fenders and quick release hooks, six mooring dolphins (MD) and accessible by catwalks.
- An unloading platform with a concrete deck providing support for piping and equipment.
- A trestle of 1.2 KM to shore accommodating piping, cables and a roadway for personnel access small vehicles, and Fire Tenders
- The LNG jetty is equipped with a mooring load monitoring system, a berthing aid system and an environmental monitoring system.

5. Arrival Procedure:

5.1 Notices of arrival

The master of a vessel bound for Chhara Port should send his first arrival advice message as nearly as possible to seven days before his expected date of arrival, even if the vessel is in another port at the time. If the trip to Chhara Port is less than seven days, master should also send another arrival advice as soon as possible after leaving his loading/ discharging port. His next arrival advice should be sent 96 hours before the estimated time of arrival (ETA). The arrival advice should be transmitted and updated again at 72 hours, 48 hours 24 hours and 12 hours before the estimated time of arrival. An arrival advice message can and should be sent at any time when there is significant change in a previously estimated arrival time. These arrival advice messages should be sent to Chhara Port. The first message should contain, at a minimum, the following:

1. Vessel's name, call sign and deadweight
2. Estimated time of arrival (ETA) at Chhara Port
3. Arrival draft fore & aft, arrival displacement
4. Type(s) and amount(s) of cargo on board
5. Basic discharge or loading times for bulk discharge, downtime, & estimated completion time
6. Cargo manifold size and type
7. Type of mooring equipment installed
8. Expected discharge rate or loading rate if applicable.
9. Expected number of ballast hours upon completion
10. Type of Emergency Towing Equipment
11. Any reported deficiencies on the vessel
12. Any special requirements which need early actions
13. MARSEC Level at which the Vessel is operating

These messages must be sent to email : ops.simar@shapoorji.com. It is suggested that ETA advice also be sent to vessel's local agents with logistics requirements.

5.2 Pre - arrival instructions

Ninety-Six (96) hour notice

A message will be sent to Chhara Port-bound vessels approximately 96 hours prior to their arrival with the above information and outlining arrival procedures. In case the voyage is shorter than 96 hours, this notice shall be sent by the vessel within 2 hours of departure from the last port. This also applies to vessel coming from any other Indian Port to Chhara Port.

Seventy-two (72) hour and Forty-Eight (48) hour notice

An update message will be sent to Chhara Port-bound vessels approximately 72 hours and 48 hours prior to their arrival with updated ETA to Chhara Port.

Twenty-Four (24) hour notice

The 24-hour arrival message should contain the following:

1. Name, gross tonnage, and draft of the Vessel.
2. Type and amounts (Quantity) of cargo on board.
3. Any condition on the vessel that may impair its navigation, such as fire damage, malfunctioning propulsion machinery or steering equipment, or limitations on navigational or radiotelephone capabilities because of equipment or material malfunctions. (Vessels will not normally be allowed to be underway in the Port Limits with any steering or propulsion equipment deficiency or with inoperative emergency towing equipment as recommended by IMO.)
4. Any leaks, structural damage, or machinery malfunctions that may impair cargo transfer operations or cause a discharge of oil etc.
5. ETA at the Port Limit/ Pilot Boarding ground. If the information reported changes at any time before entering the Port Limit or while the vessel is in the Port Limits, the Master of the Vessel shall report the changes to the nearest Coast Guard Station and to Chhara Port as soon as possible
6. Duly filled and signed Ballast Water Reporting Form (Annexure II).
7. Type and quantity of waste to be discharged at Chhara port

Twelve (12) hour notice

An update message will be sent to Chhara Port-bound vessels approximately 12 hours prior to their arrival with updated ETA to Chhara Port

5.3 Pre - arrival documentation

The copies of following documents need to be submitted along with the initial arrival notice, not later than 96 hours prior arrival Chhara Port:

1. Conditions for use of facilities/services at Chhara port (Annexure-1)
2. Certificate of Registry;
3. Classification Certificate;
4. Cargo Ship Safety Construction Certificate;
5. Cargo Ship Safety Equipment Certificate;
6. Cargo Ship Safety Radio Certificate;
7. International Tonnage Certificate;
8. International Load Line Certificate;
9. International Ship Security Certificate;
10. International Oil Pollution Prevention Certificate;
11. Safe Manning Certificate;
12. Safety Management Certificate (ISM Code);
13. Document of Compliance (ISM Code);
14. Ship Sanitation Control / Exemption Certificate;
15. International Air Pollution Prevention Certificate;
16. International Sewage Pollution Prevention Certificate;

17. International Certificate of Fitness for Carriage of Liquefied Gases in Bulk (for LNG/LPG vessels);
18. De-ratting / De-ratting Exemption Certificate (as applicable);
19. P&I Insurance Policy / P&I Certificate of Entry which shall inter-alia cover liability for collision and damage to fixed and floating objects, wreck removal expenses, expenses in connection to pollution caused by spillage of oil or any hazardous / noxious substances and third-party damage including damage caused to port property;
20. Pre-Arrival Notification of Security (PANS as required under ISPS Code);
21. Master declaration of No Satellite Phone (Thuraya/Iridium etc. Sat-phones) onboard;
22. IMO Crew List (IMO FAL Form 5);
23. Sign On / Sign Off List;
24. Nil Lists for Passengers, Stowaways, Animals, Arms, Ammunitions;
25. Ports of Call List (to include Arrival Date, Departure Date and Security Level maintained at the last 10 ports of call)
26. Last Port Clearance
27. IGM to be submitted 24 hrs prior arrival of vessel
28. Only authorized ship chandlers will be permitted

6. Port Tarriff for LNG vessels (effective from 1st Jan 2025 till 31st Dec 2025):

Charge	Rate	Remarks
Port Related Charges		
Port Dues	USD 0.55 / GRT	Port Dues are applicable per call for a maximum period of 15 days. After 15 days period, Port Dues will be charged again
Pilotage (including towage)	USD 0.71 / GRT	Include one berthing & de-berthing only
Pilot Attendance Charges	USD 200 per hour	Applicable when a pilot is required to stay on board the vessel on request of the Master / Terminal or when Port decided to post a pilot for safety of the vessel / port
Pilotage Cancellation Charges	USD 500	If Cancelled before 1 hour of Pilot Boarding
	USD 1700	If cancelled after Pilot Boarding
Shifting	Same as Pilotage	For shifting of vessel to anchorage
Mooring Crew Standby Charges	Rs 50,000 per day	For 4 mooring crew standby
Provision Supply at Port	Rs 5,000 per supply	For maximum provision of 2 Tons
Anchorage Charge	USD 0.001 Per GRT per Hour	Anchorage Charges will be applicable only if the vessel drops anchor and does not tender NOR or if the vessel stays at anchorage for any purpose other than waiting for pilot
Pilot Detention Charges	Nil	For first 30 mins delay from nominated pilot boarding time
	USD 1500	Per 30 minutes slab and applicable when delay is more than 30 minutes
Equipment Hire Charges		
Tug Hire for assistance at LNG Berth	USD 750 per hour	This is applicable when tugs will be required to be standby on request of Master / Terminal

Tug Hire for transport	USD 600 per hour	Min. USD 1800 for 3 hours post 3 hours USD 600 per hour will be applicable.
Tug Hire for Fire Fighting at Anchorage	USD 4500 per hour per Tug	
Service Boat Hire	USD 250 per hour	Min hire charge for 1 hour
Hydra	USD 250 for 4 hours plus USD 70 per subsequent hour	Min 4-hour slab
Vessel Deficiency Charges		
Restricted Main engine power	USD 1800 per movement	Vessel unable to provide 85% of rated M/E RPM
Unsafe pilot ladder boarding /Disembarking arrangements. (Fine will be levied for each such occurrence.)	USD 550 per occurrence	In case of unsafe pilot boarding / Disembarking arrangements or poorly maintained pilot ladder / combination arrangement.
Non-functional critical navigation Equipment which affects safe berthing / un-berthing. (Charges per Movement for use of electronic navigational equipment -Portable Pilot Unit)	USD 500 per movement	Vessels with non-functional critical navigational equipment.
1) Garbage regulation violation 2) Charges for wrong hoisting of Indian flag or soiled, poor condition. 3) Non-compliance with port regulations.	USD 500	For each violation
Misc Charges		
Permission for lifeboat lowering within Port (only at Anchorage)	USD 100 per activity	Lowering only till waterline without disconnection
Annual Agency Registration Charges	Rs 20,000	Valid for 2 years
Crew Change Facilitation Charges	USD 50 per crew	Vessel Agent to coordinate gate pass and all regulatory approvals
Garbage Collection Facilitation Charges	USD 50 per movement	For maximum of 5 cbm

7. Port Rules:

1. Ships desirous of entering port limits shall communicate to MCR (mcr.simar@shapoorji.com and ops.simar@shapoorji.com) with all available means at intervals not exceeding 7 days / 5 days / 3 days / 2 days and 24 hours prior to arrival. The communication shall include but not limited to the Estimated Time of Arrival, Vessel particulars including last port of call, health questions for free pratique as per International Code of Signals, cargo details, name of consignee and consignor and name of ship's local agent responsible for port dues, indemnity for damage / wreck removal and Government levy as applicable. These Regulations shall also apply to vessels at anchor within the port limits and to vessels waiting for other than entry to the terminal except due to act of God.
2. Master of the vessel is required to execute the Conditions of Use attached as Annexure to this document.
3. No activity allowed at the LNG Berth other than loading and unloading of cargo.
4. Vessels may also be subject to inspection from the authorities from Maritime Security point of view as per approved security plans.
5. Immobilization in port limits is strictly prohibited without prior approval from port.
6. Pilotage is compulsory within the port limits. Pilot station is located and marked on Indian Hydrographic Chart No. 2052. Approach to port is through approach channel marked on Indian Hydrographic Chart No. 2052.
7. Pilot on boarding shall exchange information pertaining to the vessel characteristics and hand over to the master a check list duly signed with approved passage plan and latest data of depths in the navigable channel provided the vessel has communicated all the required information at least 72 hours in advance of ETA.
8. **Request for Pilot boarding for berthing and unberthing to be submitted 4 hours in advance**
9. Master is always in command of his vessel and pilot is only advisor to help berth the vessel at suitable berth.
10. The vessel at the time of docking and undocking should be free of all obstructions and provided with suitable fenders and free of discharging scuppers.
11. The vessel is responsible to provide safe access to the pilot when boarding and disembarking. The vessel is also responsible for providing safe access to terminal persons and port officials when alongside. The vessel should rig a duly approved gangway with suitable safety net and lights.
12. The vessel may anchor within port limits with prior permission of MCR. Anchor position is to be communicated to MCR after anchoring.
13. Movement of vessels is controlled by the Chhara Marine Control. The vessels shall therefore maintain VHF watch on the assigned channels 16/14.
14. No hot work is permitted on the vessel without prior permission from MCR.
15. Every vessel shall provide marine pollution control measures including contingency plan. Exchange of ballast water or discharge of dirty water ballast and bilges is prohibited. All vessels may be required to show logbook / oil record book to demonstrate compliance with international oil pollution measures and tier 1 oil contingency manual.
16. It is mandatory for vessel and port operator to report any incident of oil pollution to port officer and the nearest MMD / Coast Guard office by quickest means of

communication and commence containment measures immediately. Dispersants if any should be of the approved type.

17. Mercantile Marine Department or its authorised representative may carry out port state control inspection, detention and arrest of vessels as permitted by law.
18. Port clearance may be granted by Superintendent of Customs on duty in Consultation with Port, provided the vessel has valid statutory certificates, endorsements and clean bill from the Port with respect to dues, levies, indemnity and cargo out turn.
19. Personal injury or death shall be reported to Marine Control Room. Basic medical facilities are available at LNG Terminal in Occupational Health Centre.
20. Strict provisions of access control measures are in force. Seaward patrolling is undertaken periodically by craft on duty under the instructions of the Port Facility Security Officer. The Port is also subject to periodical Ship / Shore Security drills and security briefings.
21. Offences and penalties under these Regulations are subject to the provisions of Merchant Shipping Act, Indian Ports Act, MMB Act and Factories Act as amended.
22. This port is governed by approved Port Facility Security Plan and all vessels are subject to entry approval procedure in force including calling for details of International Ship Security Certificate (ISSC) issued by the Flag State. Continuous Synopsis Record (CSR), Declaration of Security (DoS) as appropriate.

Annexure-1



CHHARA PORT - SIMAR PORT PRIVATE LIMITED

CONDITIONS OF USE

(Applicable for LNG vessels)

All facilities and assistance of any kind whatsoever provided by the Company or the Company Representatives to vessels visiting the Port for any purpose whatsoever are subject to the following conditions of use ("**Conditions**"). These Conditions are applicable regardless of whether or not any or all charges / costs are paid or are actually or impliedly due from or on account of any visiting vessels, whether of Indian or foreign flag. Without prejudice to the generality of the foregoing, the following shall be deemed to have been specifically accepted by any vessel visiting the Port regardless of whether such acceptance is specific, in writing or otherwise.

For the purpose of these Conditions the following definitions shall apply:

"Company" means Simar Port Private Limited a company incorporated under the Companies Act, 1956 having its registered office at Land Survey number 840/P1/P5, Village Chhara, Kodinar, Gir Somnath 362720

"Company Representative" means (collectively and severally) any of Company's employees, contractors, servants, consultants, advisors, agents or representatives in whatever capacity they may be acting or authorized persons.

"Government Authority" shall include (as the context may require) any relevant department of the Government of Gujarat or mean (a) any court with the relevant jurisdiction or, (b) any local, national or supra-national agency, authority, council, department, inspectorate, ministry, municipality, official or public or statutory person or any other executive, legislative or administrative entity of, or under the control of, the Government of Gujarat or the Government of India.

"Master" mean the master of the vessel. **"Owners"** mean the owners of the vessel.

"Port" means the Chhara Port notified as a minor port under the Indian Ports Act, 1908.

"Port Facilities" means all the infrastructure, equipment and installation at the Port which includes, but is not limited to, hired tugs, channels, channel markings, buoys, jetties, breakwater, berths lines, gangways and bunkering facilities at the Port or the unloading facilities at (i) the regasification terminal of HPCL LNG. Ltd. and (ii) the Port infrastructure of Simar Port Private Limited.

“Port Services” means any service rendered by the Port which includes, but is not limited to, mooring or unmooring or raising or lowering of the loading lines, towage services and other services available at the Port.

- 1 The Master of a vessel shall under all circumstances remain responsible on behalf of the Owners for the safety and proper navigation of the vessel at the Port and shall at all times comply with all applicable law, applicable port regulations and directions and instructions issued by the Company and Company Representatives from time to time to the Master.

The vessel shall abide by all rules, regulations, guidelines and recommendations with reference to prevention of pollution, including pollution due to bilges, ballast water, ship waste, garbage and the like.

- 2 Whilst the Company has undertaken all reasonable care, skill and diligence to ensure that the Port, Port Services and Port facilities are safe, the Company representative does not represent or warrant so. Any vessel using the Port Services or Port facilities shall do so at its sole and exclusive risk. The Company or Company Representative shall not be responsible for any loss or damage to the vessel, actual or consequential, which is in any manner related to the use of the Port Services, and Port facilities regardless of any act, omission, fault or neglect of the Company or the Company Representative, including Pilot’s neglect, error or mistake. This clause 2 (two) shall apply irrespective of whether or not the Vessel is within the notified limits of the Port. The Company, or the Company’s Representative shall not be responsible for any delay in pilotage, berthing, ingress or egress, for any reason whatsoever, The Port endeavors, that the berths, its facilities, equipment, tugs and crafts are deployed and operated safely, but does not guarantee any such safety and shall not be responsible for any loss, damage or delay sustained by the vessel for any such reasons.
- 3 All vessels visiting the Port Service sand Port facilities must themselves ensure whether or not they are capable of operating within the physical limitations of the Port facilities.
- 4 Neither the Company nor the Company Representatives shall be responsible for any loss, damage, injury or delay from whatsoever cause arising out of any assistance, advice or instruction whatsoever given / tendered, in writing or otherwise, in respect of any vessel. In all circumstances the Master and/or the Owners shall remain solely responsible for the safety and proper navigation of such vessel.
- 5 Neither the Company nor the Company Representatives shall in any event be responsible for the acts or defaults of any of their employees or servants or agents or of any Government Authority for any loss, damage, injury or delay howsoever caused or arising that may occur to the vessel or her cargo or equipment or personal injury to the Master or any member of her crew whether on board or otherwise whilst visiting the Port.
- 6 Neither the Company nor the Company Representatives shall in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage,

strikes, lockouts, disputes, stoppages or labour disturbances (whether the Company or the Company Representatives or their employees are a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Company or the Company Representatives.

- 7 The vessel and Owners shall, jointly and severally, in all circumstances hold harmless and indemnify the Company against all losses, claims, damages, costs and expenses the Company may incur or has incurred arising from:
- (a) any loss suffered by the Company arising out of any damage to the Port and Port Facilities which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation.
 - (b) any loss suffered by the Company arising out of death or injury to the personnel which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;
 - (c) any loss suffered by third parties, including by Company Representatives, arising out of damage to their property which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;
 - (d) any loss suffered by third parties, including by Company Representatives, arising out of death or injury to their personnel which involves the fault, wholly or partially of the Master or the crew of the vessel, including negligent navigation;
 - (e) any loss suffered by the vessel while at the Port or elsewhere, including any consequential losses and damages, regardless of any act, omission, fault or neglect on part of the Company or Company Representatives.
 - (f) any loss suffered due to death or personal injury to the Master, officers or crew of the vessel while at the Port or elsewhere, including any consequential losses and damages, regardless of any act, omission, fault or neglect on part of the Company or Company Representatives.

The vessel will be held responsible for any loss or damage caused to the Port or Port Facilities' or Port Services' or Company's property and all such cost, charges and/or expenses in that behalf shall be paid on a demand being made, without any demur.

Company shall have the right to directly raise demand of all such cost, charges and/or expenses to the vessel Master and/or Owners. Demand can be also made to the vessel Master and/or Owners.

- 8 If the vessel is or is likely to become an obstruction threat or danger to navigation, operations, safety, health, environment or security of the Port ("a hazard") the Master and the Owners shall, if required by the Company take immediate action to clear, remove or rectify the hazard in such a manner as the Company may direct. Alternatively, the Company may take such steps itself, as it deems fit and proper in its sole discretion, and the Owner shall be responsible for and indemnify the Company against all costs and expenses associated therewith.
- 9 Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights, which the Company or the Company Representative may have against the Owner or

Master of the vessel. The Owner or Master of the vessel, to the fullest extent permissible by law, undertake not to take or cause to be taken any proceedings against the Company or the Company Representative or their personnel, in respect of any negligence or breach of duty or other wrongful act on their part, but for this present provision, it would be competent for the Owner or the Master so to do.

- 10 The Master of the vessel represents that he is authorized to sign these Conditions and makes this agreement for and on behalf of the Owners of the vessel.
- 11 These Conditions shall be construed in accordance with the laws of India and if so required by the Company, the vessel, her Master and her Owners shall submit to the jurisdiction of the Indian Courts.
- 12 The vessel will be issued no dues certificate only on settlement of all the dues, charges, expenses on vessel account and shall pay all applicable charges mentioned in the port tariff published on port's website or as per specific contract with the Port.

I, the undersigned, being the Master of;

M.T./ S.S. _____ Flag _____

Built _____

Owned by _____ Operated by _____

Classification Society _____

I do hereby on behalf of the Owners, operators and charterers accept these “**Conditions of Use**” of installations and services at Port detailed above.

Master's Name _____

Master's Signature _____



SIMAR PORT PRIVATE LIMITED

CHHARA PORT

Arrival Information and Tariff Structure

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Annexure-2

