

GAS TRANSMISSION AGREEMENT

Between

GSPL TRANSMISSION LIMITED
(as Transporter)

And

(as Shipper)

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This **GAS TRANSMISSION AGREEMENT** (hereinafter "this Agreement") made on the --- **day of -----**
20-- between:

GSPL TRANSMISSION LIMITED (GTL), CIN No. U49300GJ2024SGC153672 a company incorporated under the Companies Act, 2013, whose Registered Office is at GSPC Bhavan, Behind Udyog Bhavan, Sector 11, Gandhinagar – 382 010, Gujarat (hereinafter called "**TRANSPORTER**") which expression shall, unless repugnant to the meaning or context thereof, include its successors and assigns of the **One Part**; and

----- (**-----**), **CIN No. -----** a company incorporated under the Companies Act, 1956 having its registered office at ----- (address with pin code) ----- hereinafter called the "**SHIPPER**", which expression shall, unless the context requires otherwise, include its successors and permitted assigns.

WHEREAS: -

- (a) Shipper is into business of -----; and
- (b) The Transporter is in the business of transportation of Gas and owns and operates Gas transportation pipeline facilities for the purposes of transporting Gas therein; and
- (c) The Transporter agrees to accept delivery of quantities of Gas at the Entry Point from the Shipper which the Shipper has purchased from the Seller, transport and make available for offtake at the corresponding Exit Point equivalent quantities of Gas subject to and in accordance with the terms and conditions of this Agreement; and
- (d) The Shipper agrees to make payment to the Transporter towards gas transportation services to be provided by the Transporter in relation to any Exit Point in accordance with the terms and conditions of this Agreement; and
- (e) The Parties intend to record by this Agreement the terms and conditions that shall govern the rights and obligations of the Transporter and the Shipper under this Agreement;

NOW IT IS HEREBY AGREED as follows: -

CLAUSE 1 DEFINITIONS

- 1.1 Except as stated otherwise, the following terms shall have the meaning assigned hereof for the purposes of this Agreement: -

"Acceptable Pressure Range" means the acceptable pressure range for each Entry and / or Exit Point and the same shall be specifically defined in the Annexure / Exhibit for the relevant Point

"Access Code" means the Gazette Notification published by Petroleum and Natural Gas Regulatory Board Act, 2006 (NO 19 OF 2006), on 17th July 2008.

"Affiliate" shall mean any company (i) which is directly or indirectly controlled by the Party; (ii) which, directly or indirectly, controls the Party; or (iii) which is, directly or indirectly, controlled by a company which also, directly or indirectly, controls the Party.

For the purposes of this definition "control" means the right to cast fifty percent (50%) or more of the votes exercisable at an annual general meeting of such party (or its equivalent) or ownership of fifty percent (50%) or more of the equity share capital of or other ownership interests in such entity, or the right to direct the policies or operations of such entity.

"Affected Party" shall mean a Party, which is adversely affected by Force Majeure or a Change in Law.

"Agreement" shall mean this Gas Transmission Agreement.

"Allocation Arrangement" shall have the meaning assigned to this term in Clause 5.4.

"Allocation Data" shall include the Measured Quantity, the attribution of the Measured Quantity to the Commingled Shippers, and the rate of flow of each of the Commingled Shippers for any Point on the Day

"Allocated Quantity" of the Shipper at a Point on a Day shall mean the quantity attributed to the Shipper in accordance with the Allocation Data for that Point on that Day

"Anniversary" shall mean a period beginning at 0600 hours on the CT Start Date for the relevant CT and ending at 0600 hours on the same Day in the next calendar year.

"Appointing Authority" means Director (or in case of his non- availability, any person holding an equivalent/ senior most faculty position) of the Indian Institute of Technology, Mumbai.

"Bar" shall have the meaning defined in ISO 1000:1981(E)

"Billion" means 1,000,000,000.

"BTU" or "British Thermal Unit" means the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit at an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch.

"Business Day" means any day other than Sunday or a day declared to be a public holiday in the State of Gujarat by the Government of India or by the Government of Gujarat, under the Negotiable Instruments Act 1881, by notification in the Official Gazette.

"Calorie" shall mean four decimal one eight six (4.186) Joules.

"Capacity Tranche" or "CT" is defined in Clause 5.1 (a)

"Capacity Tranche End Date" or "CT End Date" is defined in Clause 5.1 (f)

"Capacity Tranche Entry Point MDQ" or "CT Entry Point MDQ" is defined in Clause 5.1 (b).

"Capacity Tranche Exit Point MDQ" or "CT Exit Point MDQ" is defined in Clause 5.1 (c).

"Capacity Tranche Start Date" or "CT Start Date" is defined in Clause 5.1 (e)

"Change in Law" shall have the meaning assigned to the term in Clause 13

"Commingled Shippers" shall mean Shipper and any other shipper using the same Point to which Gas is delivered or off taken from and with whom the Transporter has entered into a Gas Transmission Agreement to transmit Gas from or to such Point.

"Consents" means any regulatory, governmental, contractual and other license, permits, approvals, rights of use, consents, concessions and/or authorizations.

"Cumulative Imbalance" shall mean the cumulative imbalance determined in terms of Clause 5.7.

"Contract MDQ" shall, on any Day be equal to the sum of the CT Exit Point MDQs for all CTs on that Day.

"Constraint" shall be as defined in Operating Code

"Contract Year" shall mean a period beginning at 0600 hours on the first Day of April in any calendar year and ending at 0600 hours on the same Day in the next calendar year. Provided that the first Contract Year in respect of a CT shall mean the period beginning at 0600 hours on the CT Start Date and ending at 0600 hours on 1st of April following the CT Start Date and the final Contract Year in respect of a CT shall mean the period beginning at 0600 hours on the first day of April immediately preceding termination or CT End Date of such CT and ending at 0600 hours on date following such date of termination or CT End Date as the case may be.

"Day" shall mean a period of twenty-four (24) consecutive hours beginning at 0600 hours on a day and ending at 0600 hours on the following day.

"Default Allocation Arrangements" shall be as specified in accordance with provisions of Operating Code.

"Default Notice" shall mean the meaning given to that expression in Clause 12.2.

"Degree Celsius" and "°C" shall mean the particular interval between the actual temperature in Kelvin and the reference temperature 273.15 (two seven three decimal one five) Kelvin as defined in ISO 1000-1981(E).

"Disclosed Information" shall have the meaning given to that expression in Clause 15.12

"Entry Point" or **"Entry Points"** is defined in the Operating Code and shall mean a flange or weld or agreed mark downstream of the Measurement Equipment at which the Shipper delivers Gas to the Transporter as more fully described in the relevant Annexure for the Entry Point.

"Entry Point Facilities" have the meaning given to that expression in the Operating Code.

"Entry Point Measurement Equipment" shall have the meaning given to that expression in the Operating Code.

"Event of Default" shall mean a Shipper Event of Default and/or Transporter Event of Default (as defined in Clause 12.1) as the context may require.

"Exit Point" or **"Exit Points"** is defined in the Operating Code.

"Exit Point Facilities" shall have the meaning given to that expression in the Operating Code.

"Exit Point Measurement Equipment" shall have the meaning given to that expression in the Operating Code.

"Exit Point Firm Nominated Quantity" shall be as defined in Operating Code

"Expert" shall mean a person appointed to resolve disputes in accordance with Clause 17.

"Expiry Date" shall mean the date on which this Agreement expires in accordance with Clause 4.1 of this Agreement

"Flow rates" shall mean the quantity of Gas measured in MMBTU per hour being measured at Entry Point and/ or Exit Point.

"Force Majeure" shall have the meaning given to that expression in Clause 11.

"Fortnight" means a period commencing at 0600 hours on first day of calendar month and ending on 0600 hours on sixteenth day of the calendar month ("First Fortnight") or a period commencing from 0600 hours on sixteenth day of the calendar month to 0600 hours on the first day of the succeeding calendar month ("Second Fortnight").

"Fortnightly Invoice" shall be as specified in Clause 8.1.

"Gas" shall mean any hydrocarbons and other gases consisting primarily of methane and which meets the Specifications.

"Gas Sales Agreement" or **'GSA'** or **'GSC'** shall mean Gas Sales Contract between Seller and the Shipper and any amendments thereto.

"Government Authority" shall mean any legislative, judicial, regulatory, executive or governmental body including any agency, department, board, instrumentality commission, office or authority of the central government of India, any state government in India, any local authority constituted under an act of legislature, and any other authority exercising

any power or function in pursuance of an act of parliament, state legislature or under any other Law and any rules and regulations made hereunder.

"Gross Heating Value" or its abbreviation **"GHV"** shall mean the amount of heat expressed in Kilocalories (Kcals) liberated by the complete combustion of one (1) Standard Cubic Meter of dry Gas at a constant absolute pressure of one decimal zero one three two five bar (1.01325 bar), with the temperature of the Gas, air and combustion products at fifteen (15) Degrees Celsius and when all the water that is formed during the combustion is condensed in the liquid state.

"Imbalance Charge" shall mean the Positive Cumulative Imbalance Charge and the Negative Cumulative Imbalance Charge and shall be calculated in accordance with Clause 6.3 of this Agreement.

"Imbalance Rate" shall mean the Positive Cumulative Imbalance Rate and the Negative Cumulative Imbalance Rate and shall be as specified in Annexure 1 of this Agreement.

"Imbalance Quantities" shall mean the Positive or Negative Imbalance Quantities and shall be determined in accordance with the provision of Operating Code.

"Insolvent" - A Shipper or Transporter shall be deemed Insolvent upon the happening of one or more of the following events:

- (a) if either Party has commenced a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law;
- (b) if any involuntary proceedings have commenced under any applicable bankruptcy, insolvency, winding up or other similar law;
- (c) the appointment or taking possession by a receiver, liquidator, lenders agent or security trustee (or similar official) for any or a substantial part of either Party's property.

"Interest" shall mean a charge for late payment on the amount remaining unpaid or disputed applicable from the due date to the date of actual payment of such amount and the same shall be calculated by multiplying (a) the difference in the amount agreed or determined to be due and payable and the amount actually paid by due date by (b) the ratio of the number of days from the original due date to the date of actual payment to three hundred and sixty five (365) by (c) the SBI Base Rate plus 6.75% (six decimal seven five percent) accruing on daily basis and compounded monthly.

"Joule" shall have the meaning defined in ISO 1000:1981(E).

"Law" or "Legislation" - shall mean any Act, notification, by law, rule, regulation, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the State Government of Gujarat or any other Government or regulatory authority or government agency;

"Lenders" shall mean any bank and / or financial institution from whom the parties have obtained or will obtain financing or re financing.

"Liquidated Damages" shall be in accordance with the Clause 7.3 of this Agreement

"Kilo calories" or its abbreviation **"Kcals"** shall mean 1,000 (one thousand) calories.

"Maximum Delivery Rate" and its abbreviation **"MDR"** shall mean the maximum rate, measured in MMBTU per hour, and is defined in Operating Code

"Maximum Offtake Rate" and its abbreviation **"MOR"** shall mean the maximum rate, measured in MMBTU per hour, and is defined in Operating Code

"Measurement Equipment" means the Entry Point Measurement Equipment and / or Exit Point Measurement Equipment as specified in Operating Code.

"Measured Quantities" shall:

- (a) at Entry Point, mean the quantity in MMBTU determined to have flowed through the Entry Point Measurement Equipment
- (b) at the Exit Point mean the quantity in MMBTU determined to have flowed through the Exit Point Measurement Equipment

"MMBTU" means one million 1,000,000 BTUs.

"National Gas Grid System" shall mean the network of all such natural gas pipelines within India which are fully interconnected with each other (including those which are partly commissioned and so interconnected) and as enlisted in Schedule C to the PNGRB Tariff Regulations and the Board may, by order, amend the said Schedule C or any other schedule or section or any amendment from time to time.

"Net Heating Value" or **"NHV"** shall mean the amount of heat expressed in Kcals liberated by the complete combustion of one (1) Standard Cubic Meter of Gas at a constant absolute pressure of one decimal zero one three two five Bar (1.01325 Bar), with the temperature of the Gas, air and combustion products at a temperature of fifteen (15) Degree Celsius and when all the water that is formed during the combustion remains in the vapour state.

"Negative Cumulative Imbalance Quantity" shall be as defined in the Operating Code

"Negative Cumulative Imbalance Rate" shall be as per Annexure 1.

"Nominated Quantity" shall be as defined in the Operating Code.

"Off-Spec Gas" shall mean Gas that is not in compliance with the Specifications as provided in the Annexure 5.

"Operational Flow Order" shall have the meaning assigned to the term in Operating Code.

"Operating Code" shall be in accordance with Clause 3.2 of this Agreement.

"Party" - shall mean Transporter or Shipper, individually and **"Parties"** shall mean Transporter and Shipper, collectively.

"Person" shall include any person, company, partnership, joint venture, association, corporation or other body corporate and any government agency

"PNGRB" means Petroleum and Natural Gas Regulatory Board, constituted under The Petroleum and Natural Gas Regulatory Board Act, 2006 (NO 19 OF 2006), notified via Gazette Notification dated 31st March 2006

"Planned Works" shall have the meaning assigned to the term in Clause 10.

"Point" shall mean either Entry Point or Exit Point, as the context requires.

"Positive Cumulative Imbalance Quantity" shall be as defined in the Operating Code

"Positive Cumulative Imbalance Rate" shall be as per Annexure 1.

"Reasonable and Prudent Operator" and its abbreviation **"RPO"** shall mean a Person acting in good faith with the intention of performing its contractual obligations and who in so doing and in the general conduct of its undertaking exercises that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced operator complying with applicable law engaged in same type of undertaking under the or similar circumstances and condition.

"Remaining Days" shall mean, as on any Day during the duration of any CT, period from date of Termination Notice to the CT End Date of such CT

"SBI Base Rate" means the Base Rate of the State Bank of India for lending for a period longer than 180 (one hundred and eighty) Days and applicable on the Business Day on which the relevant payment is due. If no such interest rate is available for such Business Day, the aforesaid interest rate available for the immediately preceding Business Day shall be applicable.

"Scheduled Quantity" shall be as defined in the Operating Code.

"Seller" shall mean the entity with whom the Shipper has signed the GSC/GSA and shall be as specifically detailed in each Capacity Tranche under this Agreement.

"Shipper BG" shall mean the Bank Guarantee provided by the Shipper in accordance with Clause 8.9 of this Agreement.

"Shipper Event of Default" shall have the meaning assigned to the term in Clause 12.1(a).

"Shipper Facilities" shall mean the network of pipelines and other equipment that are owned and operated by the Shipper for distribution of Gas downstream of the Exit Point.

"Shortfall Quantity" shall have the meaning assigned to the term in Clause 7.1.

"Specification" shall mean the Gas quality specification established in Annexure 5 of this Agreement.

"Standard Cubic Metre" or **"SCM"** shall mean the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of fifteen Degree Celsius (15° C) under an absolute pressure of one decimal zero one three two five bar (1.01325 bar).

"State" - shall mean the State of Gujarat.

"System Use Gas" shall have the meaning assigned to the term in the Operating Code.

"Taxes" shall mean any Indian tax, duty, octroi, entry tax, property tax, water cess, energy tax, fuel tax, environmental tax, sales tax, expenses tax or value added tax, duty (including, without limitation, any import or export duty, countervailing duty, excise tax or duty in the nature of excise), surcharge, cess, impost or levy of any nature (whether central, State or local) whatsoever and wherever and whenever charged, levied or imposed together with

any rebates in relation thereto. For the avoidance of doubt, Taxes shall also include Goods and Services Tax (GST) but shall not include tax on the income of the Transporter.

"Termination Date" shall mean the date on which this Agreement terminates in accordance with Clause 12 of this Agreement.

"Third Party" shall mean any Person other than the Transporter and the Shipper

"Third Party Pipeline" shall mean any pipeline used by Transporter for the performance of its obligations under this Agreement and Transporter neither owns/ operates this pipeline.

"Transporter Facilities" shall mean all related and ancillary facilities, including all compressors, spur lines, ancillary equipment, Gas measurement, Gas analysis, buildings, and other facilities as may from time to time be necessary to receive Gas from Shipper at the Entry Point and to deliver the Gas at the Exit Point

"Transmission Charge" shall mean the capacity reservation charge for reserving capacity for the Shipper from the Entry Point till the Exit Point on the Transporter Facilities, and shall be determined pursuant to Clause 6.1

"Transmission Rates" shall mean rate as set out in Annexure 1 or as otherwise specifically set out in an Exhibit in respect of a particular Capacity Tranche

"Transporter Event of Default" shall have the meaning assigned to the term in Clause 12.1(b).

"Unauthorised Overrun Charge" shall be calculated in accordance with Clause 6.2 of this Agreement.

"Unauthorised Overrun Quantity" on any Day, shall mean the quantities above the Scheduled Quantity off taken by the Shipper at an Exit Point under a given Capacity Tranche and shall be determined in accordance with provisions of Operating Code.

"Unauthorised Overrun Rate" shall mean the rate specified in Annexure 1 of this Agreement.

"Unified Contractual Path" shall mean the route on the National Gas Grid System between the Unified Entry Point and the Unified Exit Point for a Shipper, provided that the Unified Contractual Path is to be confirmed by the Shipper at the time of booking and shall be agreed by the Transporter. The Parties further agree in case of multiple shippers for transportation of gas on the Unified Contractual Path, then the Shipper shall confirm the details of all such shippers at the time of booking of the CT and accepted by the Transporter.

"Unified Entry Point" for the purpose of the GTA, shall mean the entry point as specified in the CT, where the Shipper injects natural gas into the National Gas Grid System.

"Unified Exit Point" for the purpose of the GTA, shall mean the exit point as specified in the CT, where the Shipper evacuates natural gas from the National Gas Grid System.

"Unified Tariff" shall mean the unit natural gas pipeline tariff applicable for the Unified Contractual Path determined by the Government Authority from time to time in accordance with PNGRB Tariff Regulations. The zonal Unified Tariff of a GTA shall be set forth in the

respective CT and any subsequent change(s) thereof by Government Authority shall be notified by Transporter to Shipper from time to time which shall become effective under such GTA/CT from the date mentioned in such notification.

“Unified Zonal Tariff” means the tariff applicable to respective tariff zones for unified tariff.

“Unified Tariff Ratio” shall mean a ratio of the applicable Unified Tariff for the relevant Unified Contractual Path and the Transporter shall raise an invoice to the Shipper in accordance with the same. The Unified Tariff Ratio may be notified by the relevant Government Authority from time and shall be set forth in the GTA/CT and any subsequent change(s) thereof by Government Authority shall be notified by Transporter to Shipper from time to time which shall become effective under such GTA/CT from the date mentioned in such notification.

“Week” shall mean a period of seven (7) Days beginning at 0600 hours on a Sunday and ending at 0600 hours on the following Sunday.

“Willful Default” shall mean the intentional or reckless breach or disregard by a Party of any of its obligations under this Agreement if such Party knows (or should have known, based on due inquiry) that such a breach would have a material adverse effect on the other Party or a material part of the other Party's business

“Year” shall mean a period of 365 consecutive days; provided, however, that any such Year which contains a date of 29th February shall consist of 366 consecutive days.

1.2 Interpretation and Construction

(a) In this Agreement, unless the context otherwise requires:

- (i) headings and underlines are for convenience only and do not affect the interpretation of this Agreement;
- (ii) words importing the singular include the plural and vice versa;
- (iii) words importing a gender include any gender;
- (iv) an expression importing a person includes any person, company, partnership, joint venture, association, corporation or other body corporate and any government agency;
- (v) a reference to any Clause, Section, Exhibit, Annexure or Schedule is a reference to that Clause or Section of, or that Exhibit or Schedule to, this Agreement;
- (vi) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (vii) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document other than any amendment, supplement, replacement or novation made in breach of this Agreement;
- (viii) a reference to a party to any document includes that party's successors and permitted assigns by this Agreement;
- (ix) any reference to MMBTU in this Agreement shall be based on the GHV of the Gas unless otherwise specified.
- (x) the words "include" or "including" do not imply an exhaustive listing of all things to which the relevant word relates; and
- (xi) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings.
- (xii) reference to Shipper or Transporter shall include their respective nominees.
- (xiii) Rights and obligations under this Agreement shall mean to include the rights and obligations of parties under the Annexures and Exhibits to this Agreement
- (xiv) Exhibits, schedules, attachments and annexures hereto are deemed to be part of this Agreement
- (xv) The Parties agree that in the event of a conflict between this Agreement (excluding any CT) and CT, the provisions of such CT shall prevail to the extent of such conflict
- (xvi) Capitalized terms have the meanings given to them in the GTA, PNGRB notified regulations or the Unified Tariff Order.

CLAUSE 2 RIGHTS AND OBLIGATIONS OF GAS TRANSMISSION

2.1 The Transporter hereby agrees and undertakes that in respect of a CT, from the CT Start Date and in accordance with the terms and conditions of this Agreement, it shall receive and transmit Gas delivered by Shipper, up to the relevant CT Entry Point MDQ, from the Entry Point(s) to the Exit Point(s) using the Transporter Facilities (the transmission of Gas by the Transporter on behalf of the Shipper from the Entry Point to the Exit Point is hereafter referred to as “**Gas Transmission**”). Gas Transmission shall, inter alia, consist of:

- (a) acceptance by the Transporter of Gas delivered by the Shipper at each Entry Point of quantities of Gas up to the relevant CT Entry Point MDQ and MDR;
- (b) transmission of a quantity of Gas up to the relevant CT Entry Point MDQ through the Transporter Facilities; and
- (c) making available for offtake at each Exit Point, quantity of Gas delivered by the Shipper at the Entry Point limited up to the relevant CT Exit Point MDQ and the MOR.

For avoidance of doubt, the Transporter shall not be obligated to make available for offtake Gas quantities greater than the quantities of Gas delivered by the Shipper at the Entry Point.

2.2 Both the Parties shall act as a Reasonable and Prudent Operator in the performance of their respective obligations under this Agreement.

2.3 The Shipper hereby agrees and undertakes that it shall pay the Transmission Charges, in accordance with the terms and conditions of this Agreement, Annexures and Exhibits hereunder in consideration of Transporter under taking Gas Transmission hereunder.

2.4 Shipper's general capacity and transmission rights, and Transporter's general capacity and transmission obligations, in respect of Capacity Tranches are set out in the main body of this Agreement and the specific rights and obligations in respect thereof are set out in the relevant Exhibit.

2.5 The obligation of the Shipper to make payments to the Transporter shall commence on relevant CT Start Date in accordance with Clause 4.3 of this Agreement.

2.6 Transporter's obligations to undertake Gas Transmission under this Agreement will be subject to

- (a) The Shipper providing and maintaining the Shipper's BG in accordance with Clause 8.9 and the value of the Shipper's BG being changed to reflect the value of change in any CT Entry Point MDQ and the CT Exit Point MDQ and any Transmission Rate from time to time.
- (b) Shipper shall have made all necessary arrangements with other parties at upstream of the Entry Point where Shipper tenders Gas to Transporter for transportation, and at downstream of the Exit Point where Transporter delivers Gas for Shipper's account and such arrangements must be compatible with Transporter's system operations and Shipper's service entitlements under this Agreement. Shipper shall cause Shipper's Facilities to be constructed, connected to Transporter's Facilities,

and operated for such purposes. Shipper shall be required to provide notice of readiness upon completion of these arrangements.

- (c) To the extent that Shipper or any upstream entity involved in handling Shipper's Gas fails to deliver Gas to Transporter at the Entry Point in quantities or at pressures as required under this Agreement, Transporter shall not be required to continue deliveries of Gas at the Exit Point to the Shipper. To the extent that Shipper fails to offtake Gas, in part or in whole, from the Transporter at the Exit Point, Transporter shall have the right to reduce deliveries of Gas at the Entry Point.

2.7 **Changes to this Agreement under regulatory requirement**

- (a) PNGRB notified the following regulations: PNGRB (Determination of Natural Gas Pipeline Tariff) Regulations 2008, PNGRB (Determination of Natural Gas Pipeline Tariff) Second Amendment Regulations, 2020, PNGRB (Determination of Natural Gas Pipeline Tariff) Second Amendment Regulations, 2022 and PNGRB (Determination of Natural Gas Pipeline Tariff) Amendment Regulations, 2023 (collectively, along with all amendments referred to as "PNGRB Tariff Regulations"). PNGRB notified Unified Tariff which shall come into force from 1st April, 2023 and in this regard, PNGRB also issued a Unified Tariff Order for Unified Tariff on 29th March, 2023 ("Unified Tariff Order").
- (b) The Parties recognize that PNGRB may prescribe and regulate the transportation rates for gas transportation services. In the event that PNGRB issues a directive establishing transportation rates or charges for any Gas Transmission services that are different from any of the rates underlying any of the Transmission Rates or that are charged on a different basis than that under this Agreement, then with prior written notice being given to the Shipper, the Transporter shall have a right to implement such directives from the PNGRB from the date for implementation of the PNGRB directives, provided always that the Transporter shall, in accordance with the terms thereof, implement any directives issued by PNGRB establishing a change in the Transmission Rate(s) in this Agreement. Such directives establishing a different transportation rate shall be implemented irrespective of whether the same is from retrospective or prospective basis. The Transporter further agrees that the Shipper shall not be liable for any late payment interest which but for this provision would otherwise arise in favor of the Transporter under the retrospective application of a directive issued from PNGRB. The Shipper agrees to unconditionally pay for such revised tariffs and acknowledges and agrees that upon finalization of the same, all such changes shall become applicable and amend this Agreement provided that the Shipper is prior notified by the Transporter in writing of such revised tariffs. The Parties shall amend this Agreement to reflect such changes to the relevant rates or tariffs or the basis for such charges under the Agreement to reflect the rates, charges and basis prescribed by the PNGRB.
- (c) Parties agree that in the event of any change in the Transmission Charges on account of tariff regulations and rates and / or methodology applicable for determination of the quantities and / or penalties including Unauthorized Overrun Quantities and Imbalance Quantities on account of Access Code or any other notifications issued by PNGRB becoming applicable, the Transporter shall revise the terms and conditions of this Agreement including the above mentioned provided that such changes shall be effective in accordance with Law and be notified by Transporter to Shipper in writing, and the Parties shall amend this Agreement to reflect the relevant changes.

- (d) The provisions of Clauses 1.2 and 1.3 of Annexure 1 shall apply to address any payments or credits to be made by either Party arising from changes to the rates or charges prescribed by the PNGRB.

The Parties agree that all charges and taxes payable by the Shipper under this Agreement are liable to be paid by ----**SHIPPER NAME**----, having its registered office at ----- (Shipper address with pin code), India, the relevant branch of the Customer with appropriate GSTIN number: ----- which will be the 'Recipient' as understood under Section 2(93) of the CGST Act, 2017.

Draft for Discussions

CLAUSE 3 EFFECTIVENESS OF AGREEMENT AND OPERATING CODE

3.1 Effectiveness of Agreement

The Parties agree that notwithstanding anything contained in this Agreement, this Agreement shall become effective from date of execution.

3.2 Operating Code

The terms and conditions of the Operating Code shall be and are hereby deemed to be incorporated as Exhibit C to this Agreement. The provisions of the Operating Code shall be applicable to the extent that the Operating Code expressly deals with certain provisions not contained herein. If the terms and conditions of this Agreement (including the Schedules, Annexures and Exhibits attached hereto and excluding the Operating Code) and the Operating Code are in conflict, the terms and conditions of this Agreement shall prevail to the extent of such conflict.

Draft for Discussion

CLAUSE 4 TERM

4.1 Duration of Agreement

- (a) This Agreement shall, subject to Clause 3.1, come into force for all purposes and intents on the date of its execution and shall, subject to any earlier termination under this Agreement, continue to be in full force and effect till -----(Date)-----.
- (b) Notwithstanding anything to the contrary herein, the provisions set forth under Clause 8.9 (Bank Guarantee from the Shipper), Clause 9 (Representations, Warranties and Covenants), Clause 11 (Force Majeure), Clause 12 (Termination), Clause 14 (Liabilities and Indemnities), Clause 15.12 (Confidentiality), Clause 16 (Arbitration), Clause 17 (Expert) and shall continue and survive any expiry or termination of this Agreement.

4.2 CT Start Date

The CT Start Date for any CT shall be specifically provided in the relevant Exhibit for such CT.

4.3 Obligations upon CT Start Date

- (a) Each Party's obligations under a CT shall be effective from the respective CT Start Date under this Agreement.
- (b) For any Capacity Tranche, the relevant date for commencement of delivery of Gas at the corresponding Entry Point and offtake of Gas at the corresponding Exit Point and liability for Transmission Charges, Shortfall Quantities and any Liquidated Damages shall be the corresponding CT Start Date under this Agreement.
- (c) If by any CT Start Date and thereafter on any such Day, Transporter is able to take deliveries of the Gas quantities up to the CT Entry Point MDQ at the relevant Entry Point and allow the off-take of Gas quantities up to the CT Exit Point MDQ at the relevant Exit Point but the Shipper has not commenced off-takes of Gas at such Exit Points then the Shipper shall still be required to pay the applicable Transmission Charges.
- (d) If by any CT Start Date and thereafter on any such Day, the Shipper is able to make deliveries of the CT Entry Point MDQ at the relevant Entry Point and off-take the CT Exit Point MDQ at the relevant Exit Point and the Transporter is unable to accept delivery of such Gas at the Entry Point or deliver such Gas to the Exit Point then the provisions of Clause 7.2 and 7.3 shall apply.

4.4 Extension of Agreement:

The Term of any CT may be extended in accordance with the relevant Annexure / Exhibit in which case the term of this Agreement shall accordingly stand extended.

CLAUSE 5 QUANTITIES, MEASUREMENT AND ALLOCATIONS

5.1 Capacity Tranches

- a) A **"Capacity Tranche"** or **"CT"** shall be a quantity of transmission capacity reserved by Transporter for a particular transmission purpose of Shipper. Each Capacity Tranche shall be identified by a name and shall include one or more CT Entry Point MDQs and CT Exit Point MDQs.
- b) A **"Capacity Tranche Entry Point MDQ"** or **"CT Entry Point MDQ"** shall mean, in respect of a particular Capacity Tranche and Entry Point, the maximum quantity of Gas, measured in MMBTU, which Transporter is obliged to accept from Shipper at that Entry Point on a Day on account of that Capacity Tranche.
- c) A **"Capacity Tranche Exit Point MDQ"** or **"CT Exit Point MDQ"** shall mean, in respect of a particular Capacity Tranche and Exit Point, the maximum quantity of Gas, measured in MMBTU, which Transporter is obliged to deliver to Shipper at that Exit Point on a Day on account of that Capacity Tranche.
- d) For any Capacity Tranche, the aggregate of all the CT Entry Point MDQs shall equal the aggregate of all the CT Exit Point MDQs adjusted for System Use Gas.
- e) For any Capacity Tranche, the **"CT Start Date"** will be the Day on which the Capacity Tranche comes into effect.
- f) For any Capacity Tranche, the **"CT End Date"** will be the last Day on which the Capacity Tranche is in effect.
- g) Each Capacity Tranche shall be documented in a separate Exhibit to this Agreement.
- h) On any Day the **"Contract MDQ"** shall be the sum of the CT Exit Point MDQs for all Exit Points on that Day.

5.2 The Parties may agree further Capacity Tranches from time to time by way of additional Exhibits to this Agreement, which shall as a minimum address:

- a) the CT Entry Point and CT Exit Point;
- b) the CT Entry Point MDQ and CT Exit Point MDQ;
- c) the CT Start Date and CT End Date; and
- d) any special terms associated with the Capacity Tranche.

5.3 Measurement

- a) At each Entry Point and at each Exit Point there shall be measurement equipment, or some means of establishing the volume, Gross Heating Value, Net Heating Value and the rates in MMBTU per hour, at which Gas passed through the Entry or Exit Point at all times during the Day
- b) The provision related to Measurement at any Point including ownership of the Measurement Equipment, verification of Measurement Equipment, Data Transfer, failure of Measurement Equipment and compliance of Measurement Equipment

with applicable standards shall be as provided in the Operating Code and the relevant Annexures and Exhibits to this Agreement.

- c) The specific measurement arrangements for each Entry Point and each Exit Point shall be in accordance with the Schedule /Annexure / Exhibit for the Point to which they relate.

5.4 Allocation

- a) At each Point where Gas is commingled with the Gas delivered at such Point on such Day by or to any other shipper, and there is no separate Measurement Equipment, there shall be Allocation Arrangements that shall establish the Allocation Data for each Day
- b) At each Point the Allocation Arrangements shall ensure that the Measured Quantity for the Day is attributed to the, Shipper and other Commingled Shippers such that the sum of the quantities so attributed is precisely equal to the Measured Quantity.
- c) The specific Allocation Arrangements for Entry Points and Exit Points are set down in the Annexure for such Entry Point or Exit Point.
- d) In absence of any specific Allocation Arrangements as specified in (c) above, the Default Allocation Arrangements in accordance with the provisions of the Operating Code shall be applicable.
- e) If no Allocation Arrangement is required and the quantity of Gas delivered or off taken by the Shipper can be determined by Measurement Equipment at respective Points, then Allocated Quantity shall be equal to the Measured Quantity.

5.5 Unauthorised Overrun Quantities

- (a) Subject to the provision of the Operating Code, the Transporter shall determine the Shipper's Unauthorised Overrun Quantities in respect of each Exit Point on each Day.

5.6 Imbalance Quantities

The Transporter shall determine the Shipper's Imbalance Quantities on each Day in accordance with section 7 of the Operating Code.

5.7 Cumulative Imbalance

The Cumulative Imbalance shall be determined in accordance with the provision of the Operating Code.

CLAUSE 6 TRANSMISSION CHARGES

6.1 Transmission Charges

- (a) Commencing from the CT Start Date, for each Fortnight during the term of this Agreement, Shipper shall pay to Transporter the "Transmission Charges" in accordance with the provisions of this Clause 6.1.
- (b) The Transmission Charge for a Fortnight shall be the sum of the Transmission Charge payable in respect of each Day in the Fortnight.
- (c) Transmission Charge in respect of each Day shall be equal to the sum of Transmission Charge for each Capacity Tranche for that Day.
- (d) Transmission Charge in respect of a Day for a Capacity Tranche shall be the product of (A) higher of (i) CT Exit Point MDQ and (ii) the Allocated Quantities at the Exit Point on that Day for such CT and (B) the Transmission Rate for that Day for that Capacity Tranche.
- (e) Shipper acknowledges and agrees that the Fortnightly Transmission Charges shall be paid each Fortnight regardless of the quantities delivered for transmission by the Shipper at the Entry Point or off taken by the Shipper at the Exit Point during the applicable Fortnight.

6.2 Unauthorized Overrun Charges

- (i) The Unauthorised Overrun Charges payable for a Fortnight shall be equal the sum of the Unauthorised Overrun Charges payable in respect of each Day in the Fortnight.
- (ii) The Unauthorised Overrun Charge payable in respect of a Day shall be equal to the sum of the Unauthorised Overrun Charges payable in respect of each Exit Point under the respective Capacity Tranche on that Day.
- (iii) The Unauthorised Overrun Charge payable in respect of an Exit Point on a Day shall be the product of Unauthorised Overrun Quantity for that Exit Point under the respective Capacity Tranche on that Day and Unauthorised Overrun Rate.

6.3 Imbalance Charges

(a) Positive Cumulative Imbalance Charges

- (i) The Positive Cumulative Imbalance Charges payable for a Fortnight shall equal the sum of the Positive Cumulative Imbalance Charges payable in respect of each Day in the Fortnight.
- (ii) The Positive Cumulative Imbalance Charge payable in respect of a Day shall be the product of the Positive Cumulative Imbalance Quantity for the Day and the applicable Positive Cumulative Imbalance Rate.

(b) Negative Cumulative Imbalance Charges

- (i) The Negative Cumulative Imbalance Charges payable for a Fortnight shall equal the sum of the Negative Cumulative Imbalance Charges payable in respect of each Day in the Fortnight.
- (ii) The Negative Cumulative Imbalance Charge payable in respect of a Day shall be the product of the Negative Cumulative Imbalance Quantity for the Day and the applicable Negative Cumulative Imbalance Rate.

- 6.4 Shipper shall reimburse to the Transporter the amount of any Taxes leviable for providing the transmission services and/or paid in respect of any service provided by Transporter under this Agreement.

CLAUSE 7 REDUCTION IN TRANSMISSION CHARGES

7.1 **Shortfall Quantities:**

If for any CT, for reasons other than a failure by the Shipper to off take Gas in accordance with this Agreement at the Exit Point or failure to renew / replenish Shipper BG due under this Agreement or failure in performance of its obligations under this Agreement or Operating Code or any failure of the Shipper to deliver Gas at the Entry Point under such CT,

- (a) the Transporter fails to schedule the Nominated Quantities such that the aggregate of Scheduled Quantity for a Month at the Exit Point is less than the aggregate of Exit Point Firm Nominated Quantity for such CT for such Month; or
- (b) Transporter fails to make available Scheduled Quantity of Gas for offtake at the Exit Point for such Month,

then the excess of the

- (i) the aggregate of the lower of (A) 0.90 times CT Exit Point MDQ and (B) Nominated Quantity of Gas at the Exit Point for such CT, for each Day of such Month over
- (ii) the aggregate of the Shipper's Allocated Quantity at the Exit Point for such CT for each Day of such Month

shall be equal to the "**Shortfall Quantity**" for such Month. If there is no such excess, then there shall be no Shortfall Quantity for such Month.

7.2 **Reduction in Transmission Charges**

If on any Day and for a CT, for reasons other than a failure by the Shipper to off take Gas in accordance with this Agreement at the Exit Point or failure to renew / replenish BG /LC due under this Agreement or failure in performance of its obligations under this Agreement or Operating Code or any failure of the Shipper to deliver Gas at the Entry Point under such CT

- 1. Transporter fails to schedule the Nominated Quantities such that the Scheduled Quantity at the Exit Point is less than the Exit Point Firm Nominated Quantity for such CT; or
- 2. Transporter fails to make available Scheduled Quantity of Gas for off take;

then the Transmission Charges payable by the Shipper for such Day shall be reduced by an amount equal to the Transmission Rate for such CT multiplied by the excess of the Exit Point Firm Nominated Quantity of Gas over the Shipper's Allocated Quantity at the Exit Point for such CT on such Day.

7.3 **Liquidated Damages**

"**Unused Capacity**" means the quantity of Gas in any month, measured in MMBTU, by which Shipper's aggregate Allocated Quantity at the Exit Point for a CT is less than the aggregate of CT Exit Point MDQ less aggregate of Shortfall Quantity for such month.

"**Unused Capacity Month**" means a Month in which Unused Capacity occurs.

- i) Subject to Section 6.2 (Operational Flow Order) and Section 5.6 (Scheduling of Gas Flows) under Operating Code, in respect of a Month where there is a Shortfall Quantity

and that is not the result of Force Majeure, the Shipper shall, in addition to the Reduction in Transmission Charge under Clause 7.2, have the right to a reduction (called "Capacity Relief Entitlement" or "CRE" and which shall be equal to Shortfall Quantity multiplied by 50% of Transmission Rate, for the Month in which such Shortfall Quantity arose) in accordance with this Clause 7.3.

- ii) As on the CT Start Date, the opening balance of CRE ("**CRE Balance**") shall be zero
- iii) At the end of each Month in which the Shipper gets entitled to the CRE, the CRE Balance will be increased by an amount equivalent to the CRE for such Month
- iv) In any Unused Capacity Month following the Month in which the CRE balance is positive and on which Shipper gets entitled to CRE, the Transmission Charge for such Month shall be reduced by the lesser of:
 - i. CRE balance for the Month immediately preceding the Unused Capacity Month; or
 - ii. An amount equal to 50% of Transmission Rate for such Unused Capacity Month multiplied by the Unused Capacity for such Unused Capacity Month
- v) Where sub-Clause 7.3 (iv) applies, the CRE Balance of the Shipper shall be reduced to the extent of CRE utilized in sub clause 7.3 (iv) above
- vi) The CRE Balance under sub clause (v) above shall be carried forward and applied to the next following Unused Capacity Month(s).
- vii) On termination or expiry of this Agreement any unused CRE shall likewise be terminated and shall have no residual value.

- 7.4 The Parties agree that the CRE specified in this Clause 7 constitute genuine and reasonable pre estimates of losses, which the Shipper shall incur because of financial commitments committed by the Shipper under its various contracts with its gas supplier or any other party. In the event of any breach by the Transporter of its obligations under this Agreement, CRE payable in terms of Clause 7.3 shall be the sole remedy of the Shipper and shall be in full satisfaction of any right which the Shipper might otherwise have against the Transporter for damages (including, without limitation, damages for consequential loss) under this Agreement or at law for the failure of the Transporter.

CLAUSE 8 BILLING AND PAYMENT

- 8.1 Transporter shall deliver to the Shipper, as soon as possible following the end of each Fortnight, from the Fortnight in which the CT Start Date falls, an invoice for such Fortnight setting forth the amount to be paid by the Shipper to the Transporter in respect of such Fortnight (a "Fortnightly Invoice"), which amount shall be the sum total of the following:
- (a) an amount equal to the Transmission Charges for such Fortnight showing details of the calculation plus
 - (b) an amount equal to the Unauthorized Overrun Charges for such Fortnight showing details of the calculation; plus
 - (c) an amount equal to the Positive Cumulative Imbalance Charges and the Negative Cumulative Imbalance Charges for such Fortnight showing details of the calculation; minus
 - (d) an amount equal to Capacity Relief Entitlement in such Fortnight determined in accordance with Clause 7.3; minus
 - (e) an amount equal to all reduction in Transmission Charges for such Fortnight calculated in accordance with Clause 7.2; plus or minus (as the circumstances may require)
 - (f) Taxes payable by the Shipper in accordance with Clause 6.4
 - (g) any other amount due and payable by the Shipper in accordance with this Agreement.
- 8.2 Each Fortnightly Invoice delivered by the Transporter in accordance with Clause 8.1 shall include for each Day in the preceding Fortnight and for each Point to the extent possible, the following information and indicating clearly where any items are estimated:
- (a) the CT Exit Point MDQ for each CT for each Day during the Fortnight;
 - (b) the Scheduled Quantity at the Entry Point for each CT for each Day during the Fortnight;
 - (c) the Scheduled Quantity at the Exit Point for each CT for each Day during the Fortnight;
 - (d) the Allocated Quantity at the Entry Point for each CT for each Day during the Fortnight;
 - (e) the Allocated Quantity at the Exit Point for each CT for each Day during the Fortnight;
 - (f) the opening balance and the closing balance of the Cumulative Imbalance for the Fortnight
 - (g) The System Use Gas Quantity at each Entry Point for each Day during the Fortnight

8.3 Shipper shall pay to the Transporter the amounts of any Taxes, which are chargeable and can be levied, at present and in future, in respect of Gas Transmission by the Transporter under the Agreement.

8.4 **Payment Arrangements**

- a) Within three (3) Business Days ("Due Date") of the date of receipt of the Fortnightly Invoice, Shipper shall pay to the Transporter the amounts as set out in such Fortnightly Invoice.
- b) If in respect of any Fortnight, Transporter does not receive the Allocation Data in respect of the previous Fortnight within three (3) Days of the end of the said Fortnight then Transporter shall prepare a Fortnightly Invoice based on estimates taking in account the details of recent data for previous months or from such information as it has at its disposal and within seven (7) Business Days following the issuance of such Fortnightly Invoice, Shipper shall pay to Transporter the sum set out in such Fortnightly Invoice.
- c) A Fortnightly Invoice prepared in accordance with Clause 8.4(b) shall be verified against the Allocation Data when it is received by the Transporter. Any difference between the sums payable as calculated in accordance with Clause 8.4 (b) and the sums payable after verification in accordance with this Clause 8.4(c) shall be included as an adjusted item in the next following Fortnightly Invoice.

8.5 **Disputes**

If the Shipper disputes in good faith all or part of any amount included in any Fortnightly Invoice submitted pursuant to Clause 8.1 (such amount is hereafter referred to as the "Disputed Amount"), the Shipper shall provide to the Transporter, within five (5) Business Days following issuance of the Fortnightly Invoice by the Transporter showing such Disputed Amount, realistic and reasonable written estimate, fully broken down and explained in details in writing of the amount that should, in the reasonable opinion of the Shipper, be payable by the Shipper to the Transporter in respect of such Fortnight;.

8.6 **Payments and Payments on resolution of disputes**

- (a) Notwithstanding any dispute, the Shipper shall pay all amounts (save for amounts disputed by reason of manifest error) shown as payable in such Fortnightly Invoice, on the date that payment of such amount is due in accordance with Clause 8.4 (a)
- (b) The Parties shall use reasonable endeavors to resolve dispute, if any, within a period of 15 (fifteen) Days following receipt by the Transporter of such details from the Shipper;
- (c) Within seven (7) Days of the dispute being resolved a correcting payment in respect of the disputed Fortnightly Invoice shall be made by one Party to the other. The correcting payment shall be for the difference between the amount agreed or determined to be due and payable and the amount actually paid in accordance with Clause 8.6 (a) and shall include Interest.
- (d) If the Shipper fails to make a correcting payment within seven (7) Days of a dispute being resolved, then Clause 8.7 shall apply.

8.7 Failure to Pay

- a) If the Shipper fails to pay some or all of an amount identified for payment in accordance with 8.4 (a), 8.4 (b), 8.6(c) or 8.6 (d), then the Transporter shall be entitled to call upon the Shipper BG in respect of such payable amount including any Interest accrued by giving a notice in writing to the Shipper of four (4) Days following the Day identified in Clause 8.4(a), 8.4(b), 8.6(c) and 8.6(d) respectively.
- b) If, after taking account of any payment the Transporter received through the Shipper Letter of Credit or otherwise, there is still an outstanding balance in respect of the payment that is due from the Shipper, then the Shipper shall pay Interest. The Transporter may issue a Default Notice in accordance with the provisions of this Agreement.
- c) Transporter shall render an invoice for Interest charges and which shall be due and payable within three (3) Business Days from date of receipt of such invoice by the Shipper.

8.8 Payments

- (a) Payments shall be deemed received by the Transporter on the date on which such payment is actually credited to the bank account designated by the Transporter from time to time. The mode of payment shall be by electronic transfer of funds through RTGS (Real Time Gross Settlement) or Telegraphic Transfer to the designated bank account of the Transporter on or before the due date as advised by the Transporter.
- (b) Should the Shipper fail to make payments of any sum due and payable, the Shipper shall, in addition to the amount remaining unpaid, be liable to pay Interest on the amount remaining unpaid. All payments required to be made under this Agreement shall be made without any set-off or counterclaim.
- (c) Within three (3) Business Days of credit of payment in bank account designated by the Transporter the Shipper shall provide payment advice stating the details of invoices against which payments have been made to the Transporter including details of tax deducted at source (TDS) as per the format provided by the Transporter.
- (d) Should the Shipper fail to provide payment advice as per the format provided by the Transporter, the Parties agree that the Transporter shall have right to book such payments in accordance with accounting policies of the Transporter. For avoidance of doubt booking of payments by the Transporter due to non-receipt of payment advice from the Shipper shall be final and binding on both the Parties.

8.9 Bank Guarantee from the Shipper

- (a) At all times during the period from the relevant CT Start Date till a period of at least 10 days after the expiry of the last CT End Date, or until receipt of all Termination Payment by Transporter as prescribed in Clause 12.6 whichever is later, the Shipper shall as support for the Shipper's payment obligations under this Agreement, cause a bank, as listed under Exhibit D to issue, establish and maintain in favour of the Transporter and in a form acceptable to the Transporter on demand, unconditional, irrevocable Bank Guarantee (a "Shipper BG") for an amount, determined in any Contract Year by reference to the first Business Day of such Contract Year, equivalent in aggregate to Rupees (45 multiplied by the CT Exit Point MDQ multiplied by Transmission Rate) for each CT and all applicable Taxes.

- (b) The amount under Clause 8.9 (a) shall be adjusted to reflect any increase in the CT Exit Point MDQ for any CT during the Contract Year or any addition of a new CT. The amount under the Shipper BG shall be increased at least 15 Days prior to the date when such increase in CT Exit Point MDQ or such new CT is to come into effect.
- (c) Such Shipper BG shall be provided not later than thirty (30) Days prior to the CT Start Date of the earliest CT. All charges, fees, costs and expenses related to Shipper BG shall be paid by the Shipper. Shipper BG shall, unless replaced or renewed by a date at least thirty (30) days prior to termination with another Shipper BG meeting the requirements of this Clause, be terminated only on the expiry/termination of this Agreement and after the Shipper has settled any outstanding amounts payable to the Transporter under this Agreement. If such Shipper BG is not replaced or renewed by a date at least thirty (30) days prior to its expiry or termination, then the same shall constitute a Shipper Event of Default.
- (d) The Shipper agrees that, following any failure by the Shipper to pay when due any amounts payable to the Transporter and duly invoiced in accordance with this Clause 8, the Transporter shall be entitled to make a drawing or request for payment under the Shipper BG, for an amount equal in aggregate to the sums which are so due and payable to the Transporter.
- (e) Within two (2) Days of a drawing by the Transporter under the Shipper BG, the Shipper shall cause the Shipper BG to be replaced or replenished to the full aggregate amount referred to in this Clause.
- (f) The Shipper acknowledges that the Transporter may transfer or assign the Shipper BG, and any other security arrangement, for the benefit of the Transporter's Lenders or the Transporter's successors and assignees provided the assignee shall be entitled to make a drawing or request for payment under the Shipper BG only for reasons due to any failure of the Shipper to make payments under this Agreement.
- (g) The Shipper may provide interest free Security Deposit, in lieu of Shipper BG, of amount equivalent to Shipper BG as mentioned to Clause 8.9 (a). The same shall be refundable upon Shipper providing the Shipper BG or Shipper clearing outstanding payments under the GTA, whichever is earlier.

CLAUSE 9 REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Representations

Each Party represents and warrants to the other (which representations and warranties shall survive the execution and delivery of this Agreement) that:

- (a) it is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorisations at the shareholder and board level to execute this Agreement and carry out the terms, conditions and provisions hereof;
- (b) unless as may be agreed to between the Parties in writing, it has in full force and effect all requisite clearances, approvals and permits necessary to enter into this Agreement and perform its obligations hereof
- (c) this Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorised powers;
- (d) there is no pending or threatened actions, suits or proceedings affecting it or its Affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects its ability to perform its obligations under this Agreement; and neither it nor any of its Affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgement, attachment in aid of execution, execution or otherwise), which the Transporter is aware of and confirms that such dispute shall not affect the obligations of the Transporter under this Agreement.
- (e) it confirms that there does not exist any Event of Default or potential Event of Default that has occurred and is continuing.
- (f) it confirms that all its representations and warranties set forth in this Agreement are true, complete and correct in all respects at the time as of which such representations and warranties were made or deemed made.
- (g) neither Party nor any of its Affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgement, attachment in aid of execution, execution or otherwise)
- (h) it has informed the other Party of all the material aspects and events which are likely to have any adverse impact on the performance of the contractual obligations.

9.2 Transporter and Shipper agree that Transporter shall have or receive no title to any of the Gas supplied or made available for delivery by Shipper at the Entry Point which would be transmitted by Transporter to the Exit Point through the Transporter Facilities.

9.3 The Shipper warrants that it shall have legally valid and enforceable title to all Gas tendered for delivery to the Transporter Facilities at any Entry Point. The Shipper further warrants that the Gas so tendered at any Entry Point will be free from all encumbrances, liens,

charges, any security interests that would prevent the Shipper from performing its obligations pursuant to this Agreement and adverse claims of any description, including any claim by a Third Party with respect to the ownership of Gas delivered by Shipper to the Transporter which is established by injunction or other order of the Indian courts or other tribunal of competent jurisdiction.

- 9.4 Subject to and in accordance with the terms of this Agreement, the Transporter represents and warrants to the Shipper that it shall be the owner or operator in respect of the Transporter Facilities (except where it has reserved pipeline capacity in any Third Party Pipeline) and that it shall have the requisite infrastructure, facilities to perform its obligations under the Agreement and shall maintain its adequacy during the period of the Agreement. In the event Transporter has reserved capacity in any Third Party Pipeline, it shall have sufficient capacity to fulfil its obligation under this Agreement. The Shipper represents that entering into this Agreement by the Shipper shall not create any right, title, interest or claim (either beneficial or otherwise) in respect of any of the Transporter's Facilities.
- 9.5 Further, subject to and in accordance with the terms of this Agreement, the Shipper represents and warrants to the Transporter that it or its Affiliates shall have the legal and beneficial title and interest in the Shipper's facilities and that it shall have the requisite infrastructure, facilities to perform its obligations under the Agreement and shall maintain its adequacy during the period of the Agreement.

CLAUSE 10 PLANNED WORKS

- 10.1 Planned Works shall mean works conducted over a period of hours or days identified in advance on Transporter Facilities by Transporter, which may temporarily restrict capacity in Transporter Facilities (including any Third Party Pipeline) and shall include modifications or repairs to or enlargement or maintenance of Transporter Facilities;
- 10.2 The Transporter shall have the right, without any liability to the Shipper, to temporarily reduce the CT Entry Point MDQ and relevant CT Exit Point MDQ during Planned Works.
- 10.3 The Transporter shall proactively provide information on works planned and shall make reasonable endeavour that any works taking place shall be properly co-ordinated with all the affected shippers.
- 10.4 The Transporter shall give not less than sixty (60) Days notice of the Days on which it shall carry out any such Planned Works. Provided however that the actual date of start of Planned Works can be varied by five (5) Days from that specified in the notice for Planned Works by providing a notice at least 10 days prior to the start of such Planned Works.
- 10.5 In any Contract Year, Transporter shall be entitled, for not more than three (3) occasions in a Contract Year, to reduce CT Entry Point MDQ and the corresponding CT Exit Point MDQ for the purpose of carrying out Planned Works, by ten (10) days in aggregate. The Parties further agree that if the aggregate of the calendar months in a Contract Year is less than twelve (12), the Planned Works entitlement to Transporter for such Contract Year shall be reduced proportionately.
- 10.6 For avoidance of doubt, on Days affected by Planned Works the reduced CT Exit Point MDQ shall be used for the purposes of other Clauses including Clauses 6 and 7.
- 10.7 Both the Parties expressly agree that Transporter shall claim Planned Works only for events limited to any alterations, modifications to, enlargement of, repairs to or maintenance of the Transporter's pipeline network. The Parties also expressly agree that the claim for Planned Works shall be for bonafide Planned Works only.

CLAUSE 11 FORCE MAJEURE

11.1

- (a) The term "Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the performance by either Party (the "Affected Party") of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Affected Party's reasonable control and were not reasonably foreseeable and the effects of which the Affected Party could not have prevented by acting as a RPO (Reasonable Prudent Operator) or, in the case of construction activities, by the exercise of reasonable skill and care.
- (b) Force Majeure circumstances and events shall include the following events to the extent that they or their consequences satisfy the requirements given in (a) above:
- (1) the effect of any element or other act of God, including but not limited to any storm, flood, drought, lightning, earthquake, cyclone or other disaster;
 - (2) fire, accident, breakage of facilities or equipment, structural collapse or explosion which the Party claiming to have been subject to Force Majeure demonstrates to have been attributable to a cause other than (A) inherent defects of any equipment or the Pipeline, (B) the failure to carry out the project or operate in accordance with reasonable and prudent utility practices, or (C) circumstances within the reasonable control of the affected Party;
 - (3) epidemic, plague or quarantine;
 - (4) air crash, shipwreck, train wrecks;
 - (5) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
 - (6) strike or lockout which is not instigated by the employer or politically motivated
 - (7) radioactive contamination or ionizing radiation;
 - (8) any government agency's unlawful or discriminatory delay, modification, denial or refusal to grant or renew, or any revocation of any required permits, clearances, approvals, provided that such delay, modification, denial, refusal or revocation was not due to the default of the affected Party;
 - (9) the expropriation or compulsory acquisition by any government agency of any of the Shipper's or Transporter's assets including shares;
- (c) Late delivery of Gas by Shipper at the Entry Points shall not be an event or circumstance of Force Majeure.

- (d) Notwithstanding the foregoing provisions of this Clause 11, Force Majeure circumstances and events shall not include (i) failure or loss of Shipper's or Transporter's market(s) for commercial or any other reasons except arising as a result of any Force Majeure event or (ii) the non-availability or lack of funds or inability to borrow funds (iii) non availability of Gas from the Seller or failure of reserves of Gas of the Seller (iv) any Government action resulting into reduction or cancellation in allocation of Gas by the Sellers to the Shipper (v) inability of the Shipper to enter into an agreement with its seller for purchase of Gas to be transported under this Agreement and the relevant CT

11.2 Notice and Reporting Requirements

The Affected Party shall:

- (a) no later than seven (7) Days after becoming aware of an event of Force Majeure, notify the other Party in writing giving full particulars of the event of Force Majeure and the mitigation measures taken by the Affected Party and the likely period through which the Force Majeure is likely to continue;
- (b) Upon request provide within twenty-one (21) Days a report containing all relevant information relating to the Force Majeure and full details of the measures it is taking to overcome or circumvent such Force Majeure; and
- (c) notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

11.3 Mitigation Responsibility

The Affected Party shall use all reasonable endeavors, acting as a Reasonable and Prudent Operator, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible.

11.4 Consequences of Force Majeure

Provided that the Affected Party has complied and continues to comply with the obligations of Clauses 11.2 and 11.3, effective from the date on which notice is given by the Affected Party pursuant to Clause 11.2(a):

- a). the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- b). the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure.

11.5 Termination due to Force Majeure

- a). Subject to 11.5(b), where, as a result of any event of Force Majeure:

- i) the Shipper is unable to deliver Gas under all the CTs under this Agreement or is unable to offtake Gas under all the CTs under this Agreement; or
- ii) the Transporter is unable to take delivery of Gas from Shipper under all the CTs or is unable to make available Gas to the Shipper under all the CTs under this Agreement,

and the event of Force Majeure occurs and is likely to continue for a period more than 90 (ninety) consecutive Days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action including termination of this Agreement to be taken to mitigate the effects thereof or to be adopted in the circumstances provided however that this Agreement can be terminated due to an event of Force Majeure exceeding ninety (90) days only upon mutual agreement of the Parties

(b) Where as a result of Force Majeure,

- i) the Shipper is unable to deliver Gas under some but not all the CTs under this Agreement or is unable to offtake Gas under some but not all the CTs under this Agreement or
- ii) the Transporter is unable to take delivery of Gas from Shipper under some but not all the CTs or is unable to make available Gas to the Shipper under some but not all the CTs under this Agreement,

and the event of Force Majeure occurs and is likely to continue for a period more than 90 (ninety) consecutive Days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action including termination of the CTs affected by the event of Force Majeure to be taken to mitigate the effects thereof or to be adopted in the circumstances provided however that such CTs affected by the event of Force Majeure exceeding ninety (90) days shall only be terminated upon mutual agreement of the Parties.

CLAUSE 12 TERMINATION

12.1 Termination of Agreement

- (a) Transporter may serve a notice of its intention to terminate this Agreement upon the occurrence and continuation of any of the following events (each a “**Shipper Event of Default**”), unless any such event occurs as a result of a breach by the Transporter of its obligations under this Agreement or by an event of Force Majeure
- i) the Shipper fails to pay when due any amounts owed to the Transporter under this Agreement;
 - ii) the Shipper fails to issue, extend, replenish or replace any Shipper BG within the time period specified in this Agreement; or
 - iii) the Shipper commits any other material breach of its obligations under this Agreement
 - iv) if Shipper has become Insolvent;
 - v) if Shipper assigns or purports to assign its rights and transfer its obligations under this Agreement in violation of this Agreement;
 - vi) if Shipper repudiates this Agreement or evidences in any manner its intention not to perform its obligations under, or to be bound by this Agreement;
 - vii) breach of any representation or warranty by the Shipper.
- (b) Shipper may serve a notice of its intention to terminate this Agreement upon the occurrence and continuation of any of the following events (each a “**Transporter Event of Default**”), unless any such event occurs as a result of a breach by the Shipper of its obligations under this Agreement or by an event of Force Majeure
- i) the Transporter commits any other material breach of its obligations under this Agreement.
 - ii) if Transporter has become Insolvent;
 - iii) if Transporter assigns or purports to assign its rights and transfer its obligations under this Agreement in violation of this Agreement;
 - iv) if Transporter repudiates this Agreement or evidences in any manner its intention not to perform its obligations under, or to be bound by this Agreement;
 - v) breach of any representation or warranty by the Transporter.
- (c) In case of any breach of its obligations by the Shipper under this Agreement, the Transporter shall have the right to suspend the performance of Transporter’s obligations under this Agreement until such breach has been cured to the satisfaction of the Transporter. Any non-performance by the Transporter of its obligations under this Agreement, during such period of suspension shall not amount to a Transporter Event of Default. The Shipper shall be liable for payment of Transmission Charges and Transporter shall not be liable for any Shortfall Quantity for such period of suspension.

12.2 Termination by Non Defaulting Party

- i) Upon the occurrence and continuation of any Event of Default, the Party not in default (“Non Defaulting Party”) may deliver a notice (the “Default Notice”) to the Party in Default (“Defaulting Party”). Following an Event of Default, the Non Defaulting Party shall, have the right to suspend the performance of only its obligations under this Agreement until such default has been cured in accordance

with the provisions of this Clause 12.2. Any non-performance by the Non Defaulting Party of its obligations under this Agreement, during such period of suspension shall not amount to such Non Defaulting Party's Event of Default.

- ii) Following the receipt of any Default Notice, the Defaulting Party shall (a) promptly notify the Non Defaulting Party of the measures it has taken or intends to take to remedy the Event of Default which is the subject of such notice, and (b) have a period of 60 (sixty) Days from the date of such receipt (or such longer period as the Non Defaulting Party may specify in such notice) (the "Cure Period") in which to remedy such breach or default and shall act as a Reasonable and Prudent Operator in doing so.
- iii) During any Cure Period, both Parties shall, save as otherwise provided herein, continue to perform their respective obligations under this Agreement and shall not, whether by act or omission, impede or otherwise interfere with the endeavours of either Party to remedy the breach or default to which such Cure Period relates. Provided the Non Defaulting Party shall not be required to perform its obligations under this sub-clause(iii), if such Non Defaulting Party has elected to suspend the performance of its obligations as specified in sub-clause 12.2. (i) above.
- iv) Subject to Clause 12.3, following the expiry of the Cure Period, if the Event of Default to which the Default Notice relates is continuing, the Non Defaulting Party may terminate this Agreement by written notice (a "Termination Notice") to the Defaulting Party and this Agreement shall terminate with immediate effect on the date of such Termination Notice.

12.3 Termination

- (a) Where, as a result of any breach, default or failure by any Party,
 - i. the Shipper is prevented from delivering Gas to the Transporter Facilities under all the CTs or from off taking of Gas from the Transporter Facilities under all the CTs; or
 - ii. the Transporter is prevented from taking delivery of Gas from Shipper under all CTs or from making available Gas to Shipper under all the CTs,the non-defaulting Party may terminate this Agreement in accordance with Clause 12.2 (iv).
- (b) Where, as a result of any breach, default or failure by any Party:
 - i. the Shipper is prevented from delivering Gas to the Transporter Facilities at some but not under all the CTs or from off taking of Gas from the Transporter Facilities at some but not all the CTs; or
 - ii. the Transporter is prevented from taking delivery of Gas from Shipper at some but not under all the CTs or from making available Gas to Shipper from some but not all the CTs,the non-defaulting Party may terminate this Agreement in accordance with Clause 12.2 only in respect of those CTs in respect of which the Affected Party is prevented, hindered or delayed in the performance of its obligations, and

notwithstanding any such termination this Agreement shall continue in force, mutatis mutandis, in respect of the remaining CTs.

On termination of some but not all CTs, the CT Exit Point MDQ of such terminated CTs shall be equal to zero (0) and the CT Entry Point MDQ for the corresponding CT shall be decreased accordingly for such termination.

12.4 **Prior rights**

Any termination of this Agreement in accordance with this Clause 12 shall be without prejudice to, and shall not affect, any right of action or remedy, which has accrued in favour of either Party prior to the date of such termination.

12.5 **Payments upon termination for Shipper Event of Default:**

- 12.5.1 If the Transporter terminates this Agreement in accordance with Clause 12.2 (iv) as a result of any Shipper Event of Default, the Shipper shall pay to the Transporter an amount (the **"Termination Payment"**) which shall be equal to the aggregate of the (i) CT Exit Point MDQ for CTs multiplied by (ii) the sum of Transmission Rate applicable for such CTs multiplied by (ii) Remaining Days for such CTs terminated.
- 12.5.2 Where the Transporter terminates this Agreement only in respect of any CT in accordance with the provisions of this Agreement, the Transporter shall be entitled to receive the Termination Payment from the Shipper which shall be equal to the (i) CT Exit Point MDQ for such CT multiplied by (ii) the sum of Transmission Rate applicable for such CT multiplied by (ii) Remaining Days for such CT terminated
- 12.5.3 The Shipper agrees that, following any failure by the Shipper to pay when due any amounts payable to the Transporter in accordance with this Clause 12.5, the Transporter shall be entitled to make a drawing or request for payment under the Shipper BG, in an amount equal in aggregate to the sums which are so due and payable to the Transporter.
- 12.5.4 The provisions of Clause 12.5 and Clause 8.9 shall survive the termination of this Agreement.

12.6 **Surviving Provisions**

The Termination of this Agreement shall not affect any rights or obligations, which may have accrued to either Party prior to such termination and the rights and obligations so accrued including in respect of any amounts due and payable under this Agreement, shall survive the termination of this Agreement.

CLAUSE 13 CHANGE IN LAW

13.1

- (a) "Change in Law" shall mean any amendment, modification, repeal, re-interpretation, suspension, promulgation or coming into effect of any Law after the date of this Agreement.
- (b) "Law" shall mean:
 - (i) the Constitution of India;
 - (ii) any statute, act, proclamation, notification, bye law, rules, regulation, directive, ordinance, order, instruction or other instrument, having the force of law enacted or issued by the Central Government and/or the State Government of Gujarat or any other Government or regulatory authority or political subdivision or government agency; and
 - (iii) any judicial decision having the force of law.
- (c) In the event of any Change in Law that affects the performance of the either or both Parties, the Parties shall be given the benefit or burden resulting from such Change in Law.
- (d) In the event of any Change in Law, the affected Party shall send a notice in writing to the other Party regarding such event and both the Parties shall meet and agree on the manner in which such Change in Law benefit or burden should be incorporated in this Agreement or to modify / alter / add relevant Clause(s) in this Agreement to achieve the same / near to the purpose / objective / meaning of the affected Clause(s) of this Agreement, to the extent possible.
- (e) Any change in the rate of Taxes applicable to transmission of Gas on the Shipper or the Transporter shall not be a Change in Law. Any change in the rate of Taxes applicable on the transmission of Gas shall pass through to the Shipper as part of the Transmission Charges.

CLAUSE 14 LIABILITIES AND INDEMNITIES

14.1. Liability for Representation and Warranty

14.1.1. Each Party shall indemnify and hold harmless the other Party and its officers, employees and agents from any and all damages, losses, penalties, expenses and costs arising from, based on, related to or associated with the inaccuracy of any representation or warranty set forth in this Agreement; provided, however, that the indemnified Party shall endeavour to mitigate the impact of such inaccuracy of any representation or warranty and minimise the damages, losses, penalties, expenses and costs arising there from.

14.2. Properties and Facilities

14.2.1. The Transporter shall indemnify and hold harmless the Shipper from and against any and all losses, damages, penalties, costs and expenses on account of any claims demands, proceedings or judgements brought by any Third Party (including employees of either Party) or Government Authority ("Claims"), caused by or resulting from or attributable to the installation, existence, ownership, possession, operation or maintenance of the Transporter Facilities except for any Third Party Pipeline including but not limited to any loss or harm to the environment or any injury or harm to, or death of, any Person (including an employee of the Shipper) or any damage or loss of property except to the extent caused by the Wilful Default of the Shipper.

14.2.2. The Shipper shall indemnify and hold harmless the Transporter from and against any and all losses, damages, penalties, costs and expenses on account of any claims demands, proceedings or judgements brought by any Third Party (including employees of either Party) or Government Authority, caused by or resulting from or attributable to the installation, existence, ownership, possession, operation or maintenance by the Shipper or its Affiliates of any facilities (), including but not limited to any loss or harm to the environment or any injury or harm to, or death of, any Person (including an employee of the Transporters) or any damage or loss of property except to the extent caused by the Wilful Default of the Transporter.

14.3. Limitation of Liability

14.3.1. Notwithstanding anything expressed or implied in this Agreement to the contrary:

- (a) Except where due to the Wilful Default of a defaulting Party, neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory in respect of any cost, expense, loss or damage of an indirect, consequential, incidental, punitive or exemplary nature suffered by such other Party including but not limited to loss of use of property, loss of profit, loss of contract, or production, or revenue or goodwill or cost of business interruption or increased costs of working howsoever arising including but not limited to the default or sole or concurrent negligence of a Party and whether or not foreseeable at the date of this Agreement. Provided that this provision is not intended to constitute a waiver of any rights of one Party against the other with regard to matters unrelated to this Agreement or to any activity not contemplated by this Agreement.
- (b) The Transporter shall have no liability for any failure to transmit Gas in accordance with this Agreement beyond that envisaged in Clauses 7.2 and

7.3 of this Agreement. The Transporter shall in no circumstances have any liability or obligation in respect of any failure to transmit Gas where such failure is due to a failure by the Shipper in the performance of its obligations under this Agreement. The Shipper shall have no liability for failure to deliver Gas at the Entry Point or to accept redelivery of Gas at the Exit Point under this Agreement beyond that which is specifically stated in the terms of this Agreement. The Shipper shall in no circumstances have any liability or obligation in respect of any default where such default is due to a failure by the Transporter in the performance of its obligations under this Agreement.

14.4. Nothing in this Clause 14 whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Agreement.

14.5. Title to and Custody of Gas

14.5.1. The Transporter and the Shipper agree that the Transporter shall not have or receive title to any of the Gas delivered by the Shipper to the Transporter at any Entry Point for transmission through the Transporter Facilities and redelivered by the Transporter to the Shipper at any Exit Point.

14.5.2. The Shipper shall be deemed to have custody of the Gas prior to its delivery to the Transporter at any Entry Point, and after its redelivery by the Transporter at any Exit Point. The Transporter shall be deemed to have custody of the Gas following receipt of the Gas from the Shipper at any Entry Point and prior to redelivery of the Gas to the Shipper at any Exit Point. The Shipper shall have no responsibility with respect to any Gas after it has been received by Transporter at any Entry Point on account of anything which may be done, happen or arise with respect to said Gas, prior to its redelivery to the Shipper at any Exit Point except for any legal claims on the title of such Gas from any Third Party.

14.5.3. Each Party shall indemnify and hold harmless the other Party from and against any and all losses, damages, penalties, costs and expenses (including reasonable attorneys fees) on account of any claims or demands raised by any Third Party (including employees of either Party) or Government Authority, caused or occasioned or attributable to the Gas, while in the custody of such indemnifying Party, including but not limited to any loss or harm to the environment or any injury or harm to, or death of, any person or any damage or loss of property except to the extent caused by the Wilful Default of the indemnified Party.

14.5.4. The Shipper shall indemnify and hold harmless the Transporter against any and all losses, damages, penalties, costs and expenses suffered or incurred by the Transporter on account of any claims raised by any Third Party with respect to the ownership of Gas delivered by the Shipper or on behalf of the Shipper to the Transporter under this Agreement (including legal expenses and professional advisory service expenses).

The indemnified Party shall consult with the indemnifying Party with respect to any claim or action or legal proceeding and the indemnifying Party agrees to cooperate fully upon receipt of any such request of the indemnified Party in connection with any such action, claim, or legal proceeding.

14.6. Whenever the indemnified Party becomes aware of a claim in respect of which it will or may be entitled to require the indemnifying Party to indemnify and hold harmless pursuant to this Clause 14, the indemnified Party shall promptly notify the indemnifying Party and the

indemnified Party shall take such action as the indemnifying Party may reasonably request to avoid, dispute, resist, appeal, compromise or defend the relevant claim and any judgment in respect thereof.

Draft for Discussions

CLAUSE 15 MISCELLANEOUS PROVISIONS

15.1 Assignment

- a) Both Parties may assign or transfer their rights or obligations under this Agreement with the written consent of the other Party, such consent shall not be unreasonably withheld.
- b) Provided however that no such consent of the other Party shall be required, when an assignment is the result of, and part of, a corporate acquisition, merger or reorganisation to an Affiliate.
- c) Without prejudice to their respective rights under this Agreement, nothing contained in this Clause 15 shall prevent either Party from creating in good faith any security interest over this Agreement in favour of Lenders provided that the creation of any such security interest does not adversely affect either Party's mutual obligations under this Agreement.
- d) The Parties acknowledge and consent to such permitted assignment as described in this Clause 15 and the right of any permitted assignee to enforce the rights and remedies under the Agreement following such assignment. The permitted assignee shall be liable for the obligations of the assignor after the date of the assignment.

15.2 Amendment

The terms of this Agreement may be amended only in writing executed by authorized representatives of the Transporter and the Shipper.

15.3 Waiver of Default

- (a) No waiver by any Party of one or more defaults by the other Party in the performance of its obligations under this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character, and no waiver by either Party of any provision of this Agreement shall be binding unless made in writing.
- (b) Neither the failure of either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor any time or other indulgence granted by one Party to the other shall act as a waiver of any breach or acceptance of any variation or the relinquishment of any right hereunder.

15.4 Governing Law and Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.
- (b) The Parties submit to the exclusive jurisdiction of the High Court of Gujarat, Ahmedabad.

15.5 Entire Agreement

This Agreement constitutes the final, complete and exclusive expression of the Parties with respect to the subject matter of this Agreement and supersedes all prior proposals, negotiations, correspondences or agreement, whether oral or in writing.

15.6 Severability

The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder and the parties shall endeavour to replace such invalid or unenforceable provision with such valid provision which shall be as near in meaning or effect as the invalid or unenforceable provision.

15.7 Third Party Beneficiaries

Neither the Transporter nor the Shipper intend that the provisions of this Agreement should confer any benefit on any Third Party and no Third Party shall have any right to enforce the terms of this Agreement against the Shipper or the Transporter.

15.8 Interpretation

In the interpretation and construction of this agreement, no presumption shall be made against any Party on grounds that such Party drafted this Agreement or any provision of this Agreement.

15.9 Notices

- a) Any notice required or permitted to be served under this Agreement shall be in writing and include, notices, bills, statements, and notifications, to be given by one Party to the other under this Agreement shall be delivered by hand to the Party in question or sent to such Party by recorded delivery letter, or facsimile addressed to the designated officer of that Party at such address or facsimile transmission number, as the Party in question shall from time to time designate by written notice and until such notice shall be given, the designated officers, the addresses and the facsimile number of the Parties shall be as follows:

(i) **GSPL TRANSMISSION LIMITED**
E-18, GSPL Bhavan, GIDC Electronic Estate
Sector 26, Gandhinagar 382024,
Telephone: 079- 232 68 515
Fax: 079- 232 88 518
Attention: Mr. Devendra Agarwal (ED-Commercial)

(ii) **---SHIPPER NAME AND ADDRESS----**
-----,
-----,
-----,
Telephone: -----
Attention: -----

- b) All notices, statements, bills and notifications delivered by recorded delivery or hand or sent by facsimile shall be effective when received at the recipient's address as aforesaid.
- c) Any notices, statements, bills & notifications given by facsimile transmission (but excluding routine communications related to Nominations and Scheduling under this Agreement shall

be subsequently confirmed by letter sent by recorded delivery or hand but without prejudice to the validity of the original notice if received.

15.10 No Agency

This Agreement does not constitute either Party as the agent, partner or legal representative of the other for any purposes whatsoever, and neither Party shall have any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other Party.

15.11 Language

This Agreement is made and shall be construed in English. All notices to be given by any Party hereunder and all other communications and documentation relating to or connected with this Agreement, including any dispute resolution proceedings, shall be in the English language.

15.12 Confidentiality

- a) The following information, "**Disclosed Information**" shall be treated as confidential during the currency of this Agreement and for a period of **two (2)** Years after the expiry or termination of this Agreement: -
 - i. The terms and conditions of this Agreement and all information disclosed hereunder; and
 - ii. All information disclosed by either Party in writing from time to time during the course of negotiations prior to the conclusion of this Agreement including any information disclosed by Transporter relating to Transporter Facilities and/or any information disclosed by Shipper provided the same is notified as Confidential or is of such nature that it is ordinarily treated as Confidential.
- b) These shall be excluded from Disclosed Information:

Any information which, when used or disclosed, is already in public domain or has been made public other than through a breach of this Agreement or has been or could have been lawfully acquired, other than in accordance with the provisions of this Clause 15.12 by the Party or person using the same or to whom disclosure is made;
- c) Disclosed Information shall not be disclosed in whole or in part by either Party to any person; or be used except in connection with the operation of this Agreement in whole or in part by either Party without the prior written consent of the other Party.
- d) Notwithstanding the provisions of Clause 15.12 c) neither Party shall be required to obtain the prior consent of the other in respect of disclosure of Disclosed Information in accordance with the following provisions: -
 - i. To directors, employees and Affiliates of a receiving Party, where the receiving Party continues to take responsibility for information so disclosed;
 - ii. To consultants, advisers and other persons professionally engaged by a Party provided that the Party (a) takes responsibility for such personnel's subsequent actions in respect of Disclosed Information; or (b) procures that

such person enters into a confidentiality agreement with the original disclosing Party in terms substantially similar hereto;

- iii To any government department or any governmental or regulatory agency having jurisdiction over such Party if required under the law;
- iv To any lending or to other financial institution in connection with the financing of the Party's operations but only to the extent required in connection with obtaining such finance and subject to the Party (a) taking responsibility for such institutions subsequent actions in respect of Disclosed Information or (b) procuring that such institution enters into a confidentiality agreement with the original disclosing Party in terms substantially similar hereto;
- v. To the extent required by any applicable laws, rules and regulations of any relevant stock exchange or to the extent required by any lawful subpoena or other process in connection with any judicial, arbitral, adjudicatory or administrative proceeding;
- vi. To any bona fide intending assignee of the whole or any part of the rights and interests of the disclosing Party under this Agreement but only to the extent required in respect of such proposed assignment and subject to such intending assignee first agreeing with such Party to be bound by confidentiality provisions substantially the same as those contained in this Clause 15.12; and
- vii The Parties agree not to disclose any Confidential Information unless duly authorized in writing in advance by the Party that owns the Confidential Information

Provided that in respect of Clauses 15.12 d) iv, v., vi. and vii. the disclosing Party shall keep their disclosure of Disclosed Information to the minimum necessary for the purpose for which it is disclosed and shall whenever practicable and permissible in advance of such disclosure, or if this is not practicable or permissible as soon as reasonably practicable or permissible thereafter, notify the other of such disclosure and the extent and terms thereof and the identity of the person to whom disclosure was made and shall so far as practicable minimize the further disclosure of the Disclosed Information.

15.13 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

15.14 Nominees

Either Party may choose to perform their obligations through nominees, provided that for such nomination, the prior written consent of the other party is obtained and that the nominating Party shall remain fully liable for the performance of its obligations under this Agreement and for the acts or omissions of its nominees.

CLAUSE 16 ARBITRATION

- 16.1 Save in respect of any dispute on matters, which are to be referred to Expert determination as specified in this Agreement, Annexures, Exhibits or Operating Code or in respect of any dispute on matters which the Parties otherwise agree shall be referred to Expert for determination, any dispute, controversy, difference or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, shall be referred to Arbitration after thirty (30) days of such dispute, controversy, difference, claim, breach, termination or question of validity first having been notified in writing by one Party to the other.
- 16.2 Arbitration shall be conducted in accordance with provisions of the Arbitration & Conciliation Act 1996 and the rules made there under and any statutory modifications thereof.
- 16.3 Each Party shall appoint one arbitrator and both such appointed arbitrators shall appoint the third arbitrator to act as chairman within thirty (30) days of the selection of the second arbitrator.
- 16.4 The language of arbitration shall be in English.
- 16.5 The venue for any arbitration shall be Ahmedabad.
- 16.6 The Arbitral Tribunal shall pass a speaking award which shall be final and binding on both parties to the dispute. The award shall also provide for costs, including the fees payable to the arbitrators and the Party, which shall bear the cost or the proportion of such costs to be borne by each Party.

CLAUSE 17 EXPERT

17.1 Amicable Settlement

The Parties shall use their respective reasonable endeavors to settle any dispute amicably through negotiations. If a dispute is not resolved within thirty (30) days after written notice of a dispute by one Party to the other Party, then the provisions of Clause 16 shall apply unless such dispute is required to be referred to a Sole Expert under Clause 17.2.

17.2 Determination by Sole Expert

Subject to Clause 17.1, any dispute referred to in this Agreement shall be referred only to an independent, impartial person (who having certified that he/she does not have a conflict of interest with either Party) with relevant qualifications and experience (the "**Sole Expert**"). The Sole Expert shall be appointed in accordance with Clause 17.3.

17.3 Appointment of Sole Expert

The procedures for the appointment of a Sole Expert for purposes of Clause 17.2 shall be as follows:

- (a) the Party desiring the appointment of an Expert to be made, shall notify the other Party and provide a list of three (3) persons the Party approves for the appointment of the Sole Expert (along with qualifications and brief experience), who qualify based on the requirements of Clause 17.2. The notice shall also provide details of the Dispute to be resolved by the Sole Expert;
- (b) the other Party shall within [fourteen (14)] days of receipt of notice from the Party issuing notice select one of the three (3) persons suggested by the Party issuing notice under Clause 17.3(a) to be appointed as the Sole Expert.
 - (i) If such other Party does not approve any of the three (3) persons suggested, it shall within such fourteen (14) day period, provide a list of three (3) persons it approves for the appointment of the Sole Expert (along with qualifications and brief experience), who qualify based on the requirements of Clause 17.2. The other Party may, within seven (7) days of receipt of such notice select the Sole Expert from the list of three (3) persons so suggested, failing which either Party may, as soon as possible, request the Appointing Authority (with a copy to the other Party) to make the appointment of the Sole Expert within thirty (30) days of receipt of the request notice;
 - (ii) If within such fourteen (14) day period such other Party fails to inform the issuing Party of its choice of the Sole Expert from the three (3) persons suggested, either Party may, as soon as possible, request the Appointing Authority (with a copy to the other Party) to make the appointment of the Sole Expert within thirty (30) days of receipt of the request notice.

- (c) upon a Sole Expert being agreed or selected, the Parties or either of them shall notify such Sole Expert of his selection and shall request him to confirm within fourteen (14) days whether or not he is willing and able to accept the appointment and whether or not there is any conflict of interest or duty as described in the following paragraph;
- (d) if such Sole Expert is either unwilling or unable to accept such appointment or has not confirmed his acceptance of such appointment within fourteen (14) days, then (unless the Parties are able to agree upon the appointment of another Sole Expert) the matter shall be referred (by either Party) to the Appointing Authority who shall be requested to make a further appointment and the process shall be repeated until a Sole Expert is found who accepts appointment;

17.4 Terms of Reference and determination of Sole Expert

- (a) The terms of reference of the Sole Expert shall contain, among other things, provisions that:
 - (i) the Parties shall be entitled to supply data and information and make submissions to the Sole Expert during a period of thirty (30) days commencing the date of the appointment of the Sole Expert. The Sole Expert shall ignore any data, information and submissions supplied and made after such thirty (30) day period unless it is furnished in response to a specific request from the Sole Expert or in response, in accordance with paragraph (a)(iii) below, to a submission by the other Party;
 - (ii) the Sole Expert shall be entitled to obtain such independent professional and/or technical advice as may reasonably be required and obtain such secretarial assistance as is reasonably necessary;
 - (iii) copies of all written data, information and submissions supplied or made by any Party to the Sole Expert shall be provided simultaneously to the other Party which shall, within fourteen (14) days of receipt of such data, information or submissions have the right to comment in writing on it to the Sole Expert. Copies of any such comments shall be supplied promptly to the other Party;
 - (iv) no meeting between the Sole Expert and a Party shall take place unless both Parties have a reasonable opportunity to attend any such meeting and of being heard; and
 - (v) the Sole Expert shall give full written reasons for his determination and shall furnish the Parties with a draft of his proposed determination in respect of which the Parties shall be entitled to make representations to the Sole Expert within thirty (30) days of receipt of the same.
- (b) Within a reasonable period (which shall not, without the prior written consent of the Parties, exceed sixty (60) days after the acceptance of his appointment), the Sole Expert shall make a determination regarding the Dispute submitted to him and if he has not rendered such determination within such sixty (60) day period then, at the request of either Party, another Sole Expert shall be appointed. Upon acceptance of such appointment, the appointment of the previous Sole Expert shall cease, unless prior to the date on which the new Sole Expert accepts his appointment, the existing

Sole Expert shall have rendered his determination in which case such determination shall be binding on the Parties and the instructions of the new Sole Expert shall be withdrawn.

- (c) The determination of the Sole Expert shall be final and binding upon the Parties in relation to the Dispute referred to him, save in the event of fraud or mistake as to material fact.
- (d) Each Party shall bear its own costs in providing all data, information and submissions given by it and the costs and expenses of all lawyers, advisers, witnesses, employees and other persons retained by it. The fee and expenses of the Sole Expert shall be borne equally by both Parties.
- (e) The Sole Expert shall not be considered to be an arbitrator and any proceedings before the Sole Expert shall not be considered to be arbitration proceedings.

**CLAUSE 18 COMPLIANCE TO TRANSPORTER'S FRAMEWORK FOR LATE PAYMENT CHARGES
ON NON - ROUTINE PAYMENTS HAVING RETROSPECTIVE EFFECT**

The Shipper confirms that it has understood and shall adhere to the Transporter's framework, for late payment charges on non-routine payments having retrospective effect, which is annexed as **Annex-AB** to this GTA. The Parties further agree that this clause shall survive the expiry of the GTA.

IN WITNESS WHEREOF the Parties hereto acting through their properly constituted representatives have set their hands to cause this AGREEMENT signed and executed for and on their behalf.

WITNESS

FOR & ON BEHALF OF TRANSPORTER

1.

Name: Devendra Agarwal
Designation: ED (Commercial)
Company: **GSPL TRANSMISSION LIMITED**

WITNESS

FOR & ON BEHALF OF SHIPPER

1.

Name:
Designation:
Company: -----**SHIPPER NAME**-----

**ANNEXURE AB FRAMEWORK FOR LATE PAYMENT CHARGES ON NON - ROUTINE PAYMENTS
HAVING RETROSPECTIVE EFFECT**

Following framework for late payment charges on non - routine payments having retrospective effect shall apply:

(i) Total Credit Period to be provided to the customer:

Table 1

Sr. No.	Amount of Supplementary Invoice/ Debit Note	Total Credit Period to be provided to Customer
1.	Amount equivalent to or less than 1 month invoice amount (based on average invoices of preceding year)	30 days from the date of invoice
2.	Amount equivalent to or less than 2 months invoice amount (based on average invoices of preceding year) but not covered in 1 above.	60 days from the date of invoice
3.	Any amount above 2 months invoice amount (based on average invoices of preceding year) but not covered in 2 above.	90 days from the date of invoice

(ii) Due date for each instalment to be provided to the customer:

Transporter shall provide a payment schedule to the customers to make payments in installments/ tranches to cover the Total Credit Period mentioned above. Due date for such payments shall be governed by payment schedule below. Interest as per the rate defined under the GTA shall be levied on delayed payments after the due date for each instalment/ tranche.

Table 2

Sr. No.	Installment Amount	Due date for payments from invoice date
1.	1st installment: Amount equivalent to 15 days invoice amount (based on average invoices of preceding year)	15 days from the date of invoice
2.	2nd installment: Balance Amount upto equivalent of 1 month invoice amount (based on average invoices of preceding year)	30 days from the date of invoice
3.	3rd installment: Balance Amount upto equivalent of 2 month invoice amount (based on average invoices of preceding year)	60 days from the date of invoice
4.	4th installment: Balance invoice amount	90 days from the date of invoice

Transporter shall raise the Supplementary Invoices/ Debit Notes on customer for all the instalments simultaneously upon resolution of dispute/ FM/ etc with due date for each instalment as per table 2 above.

ANNEXURE 1 TRANSMISSION RATES

- 1.1. The Transmission Rates and the other penalties applicable under this Agreement shall be as indicated in table below

Particular	Description	Rates (Rs/MMBtu)
Transmission Rate		as specified in relevant CT
Unauthorized Overrun Rate	In respect of quantities up to 10% of Scheduled Quantity at Exit Point	Nil
	For quantities over 10% of Scheduled Quantity at Exit Point	0.5 times Transmission Rate
Positive Cumulative Imbalance Rate	In respect of first 10% of the sum of CT Exit Point MDQ for all CTs	0.00
	In respect over 10% of the sum of CT Exit Point MDQ for all CTs	0.5 times Transmission Rate
Negative Cumulative Imbalance Rate	In respect of first 5% of the sum of CT Exit Point MDQ for all CTs	0.00
	In respect over 5% of the sum of CT Exit Point MDQ for all CTs	0.5 times Transmission Rate

- 1.2. The tariff fixed by the relevant Government Authority as a product of Unified Zonal Tariff and Unified Tariff Ratio, shall be the effective tariff for the purposes of the GTA (such effective tariff shall be referred to as “**Transmission Rate**”). For ease of reference, the Shipper shall be charged Unified Tariff based on the applicable Unified Zonal Tariff and Unified Tariff Ratio for the Unified Contractual Path. This Unified Tariff/Unified Zonal Tariff/ Unified Tariff Ratio shall be subject to review and revisions by the relevant Government Authority from time to time and shall be applicable to Transportation services rendered by Transporter under the GTA, and Shipper shall pay Transportation Charges at such approved revised Unified Tariff/ Unified Zonal Tariff/ Unified Tariff Ratio under the respective GTA. Provided further, if the relevant Government Authority approves with retrospective effect the revised Unified Tariff/ Unified Zonal Tariff/ Unified Tariff Ratio in respect of GTA, the Parties agree that the Transporter shall adjust the difference in amounts if any, paid by the Shipper prior to the approval of such Unified Tariff/ Unified Zonal Tariff/ Unified Tariff Ratio through the issuance of debit or credit notes.

- 1.3. The Parties that the Transmission Rates for gas transportation shall be as per the Tariff approved / published by PNGRB and accordingly parties recognize that PNGRB may prescribe and regulate the transportation rates for gas transportation services. In the event that PNGRB issues a directive establishing transportation rates or charges for any Gas Transmission services that are different from any of the rates underlying any of the Transmission Rates or that are charged on a different basis than that under this Agreement, then the Transporter shall have a right to implement such directives from the PNGRB from the date for implementation of these directives. Such directives shall be implemented irrespective of whether the tariffs increase or decrease or the same is from retrospective or prospective basis. The Shipper agrees to unconditionally pay for such revised tariffs and acknowledges and agrees that upon finalization of the same, all such changes shall become applicable to this Agreement immediately on the Shipper being notified by the

Transporter in writing. The Transporter shall provide the Shipper with the notification / circulars issued by PNGRB in this regard.

- 1.4. If any regulation regarding transportation of Gas is issued by PNGRB, the same shall be applicable to this Agreement immediately, on the Shipper being notified by the Transporter in writing.
- 1.5. Parties also agree that the Transporter shall have a right to revise the Transmission Rate for any change including changes in volume, costs on account of additional investments, replacement, and installation of compressors subject to the directives of the PNGRB.
- 1.6. Parties agree that in the event of any change in the Transmission Charges on account of tariff regulations and rates and / or methodology applicable for determination of the quantities and / or penalties including Unauthorized Overrun Quantities and Imbalance Quantities on account of Access Code or any other notifications issued by PNGRB becoming applicable, the Transporter shall revise the terms and conditions of this Agreement.
- 1.7. The Negative Cumulative Imbalance Rate, Positive Cumulative Imbalance Rate and the Unauthorized Overrun Rate (hereinafter referred as Penalty Rate) as applicable under this Agreement are in accordance with PNGRB guideline. Any revision in Penalty Rate as approved by PNGRB shall apply to transportation services rendered by Transporter under this Agreement, and Shipper shall pay charges at such revised Penalty Rate from the date mentioned in PNGRB order. If the revised Penalty Rate differs from the foregoing initial Penalty Rate, Transporter shall adjust the difference in amounts paid by the Shipper prior to the approval of such revised Penalty Rate. For purpose of making an adjustment of any negative difference (where the adjusted Penalty Rate is higher than the Penalty Rate) Transporter shall issue a separate debit note on the Shipper for such differential rates and for any positive difference (where the adjusted Penalty Rate is lower than the initial Penalty Rate) Transporter shall issue a credit note, which amount Shipper may adjust in the following Fortnightly Invoice payment. If such Fortnightly Invoice is not available for adjustment of the foregoing difference; within next 6 months from the date of issue of the credit note, then such difference shall be settled in cash by the Transporter within 45 days upon being notified by Shipper.

ANNEXURE 2 SPECIFICATION

Gas shall be determined to meet the Specifications if the Gas: -

- a) shall be merchantable Gas commercially free from objectionable odours, solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with its intended purpose, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow;
- b) shall not contain free water;
- c) shall contain no hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered at the Entry Point;
- d) shall not exceed a hydrocarbon Dew Point in excess of minus three (3) Degree Celsius below 100 Bar (One Hundred Bar);
- e) shall contain not more than 0.2 volume percent by quantity of oxygen and Shipper shall make every reasonable effort to keep the Gas free of oxygen;
- f) shall contain not more than 3.0 volume percent by quantity of carbon dioxide;
- g) shall not contain any toxic or hazardous substance, in concentrations which, in the normal use of the Gas, results in an unacceptable risk to health, is injurious to pipeline facilities, is a limit to merchantability or contrary to applicable governmental standards;
- h) shall have a temperature of not more than 45 Degree Celsius. Shipper shall furnish, install, maintain and operate, or cause such activities to occur, such drips, separators, heaters and other mechanical devices as may be necessary to effect compliance with such quality Specifications. Shipper shall obtain the prior approval of Transporter with regard to the design and construction of such facilities
- i) shall have the following range of composition at any Point as prescribed under PNGRB (Access Code for Common Carrier or Contract Carrier Natural Gas Pipelines) Regulations, 2008:

Parameters	Limit
Hydrocarbons dew pt (Degree Celsius, max.)*	0
Water dew pt(Degree Celsius, max)*	0
Hydrogen Sulphide (ppm by wt. max.)	5
Total Sulphur (ppm by wt. max.)	10
Carbon dioxide (mole % max.)	6
Total inerts (mole %)	8
Temperature (Degree Celsius, max.)	55
Oxygen(% mole vol. max.)	0.2

* At the pipeline operating pressure

EXHIBIT A FORMAT FOR BANK GUARANTEE
[To be provided later]

Draft for Discussions

EXHIBIT B FORMAT OF CAPACITY TRANCHE

Shipper shall provide request for a CT in the following format:

1. "Capacity Tranche" and its abbreviation "CT" shall mean capacity, subject to availability thereof, reserved for Shipper in the pipeline from Entry Point up to the Exit Point.
2. Entry Point (on GTL's network):
3. Exit Point (on GTL's network):
4. Unified Contractual Path:
5. Unified Entry Point:
6. Unified Exit Point:
7. CT Entry Point MDQ and CT Exit Point MDQ

Particulars	CT Entry Point MDQ	CT Exit Point MDQ
CT Start Date till the CT End Date	<<>> MMBTU per Day (approximately equal to <<>> MMSCMD at a GCV of 9880 Kcal / SCM)	<<>> MMBTU per Day (approximately equal to <<>> MMSCMD at a GCV of 9880 Kcal / SCM)

8. CT Start Date:
9. CT End Date:
10. Transmission Rate:
11. Allocation of Gas:
12. Extension:
13. Any other terms and conditions as may be mutually agreed by the parties

EXHIBIT C OPERATING CODE

Draft for Discussions

EXHIBIT D LIST OF BANKS

- All Nationalised Bank
- Private Banks

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		