

# STANDARD CONNECTIVITY AGREEMENT

BETWEEN

**M/s INDIAN OIL CORPORATION**  
**LIMITED**

(AS TRANSPORTER)

AND

**M/S** \_\_\_\_\_  
(AS SHIPPER)

**AGREEMENT FOR STANDARD CONNECTIVITY OF SHIPPER'S FACILITIES**

This **Agreement for Standard Connectivity of Shipper's Facilities** ("**Agreement**") is made on the .....day of .....20. ("**Execution Date**"), between:

**Indian Oil Corporation limited**, a company incorporated under the Companies Act, 1956 and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051, (which expression shall, where the context so requires or admits of, be deemed to include its successors, or assigns) hereinafter referred to as "TRANSPORTER" of the First Part

\_\_\_\_\_, a company incorporated under the Companies Act, 2013 and having its registered office at \_\_\_\_\_ (which expression shall, where the context so requires or admits of, be deemed to include its successors or assigns), hereinafter referred to as "SHIPPER" of the Second Part

Parties of the First and Second Part are individually referred to as "**Party**" and collectively referred to as the "**Parties**"

**RECITALS:**

- A. WHEREAS**, Transporter, inter alia is engaged in the business of transmission/processing of gas and owns & operates natural gas pipelines/processing plants. Further, transporter may build new transmission facilities or buy capacity from any other transporter for the purpose of providing Transmission Services.
- B. WHEREAS**, Shipper has received authorization from PNGRB for development of City Gas Distribution Network in Geographical Area of \_\_\_\_\_s.
- C. WHEREAS** Shipper desires Transporter to create necessary facilities at the Connectivity Point for measurement and pressure regulation of Gas to be transported from SV \_\_\_\_\_ of \_\_\_\_\_ **Natural Gas Pipeline** to Shipper's facilities through Connectivity Point.
- D. WHEREAS**, Transporter owns a Transmission/Sub-transmission pipeline from Shipper's City Gate Station to the Hook-up point at SV \_\_\_\_\_ of \_\_\_\_\_ **Natural Gas Pipeline** at **Village-**\_\_\_\_\_, **District-**\_\_\_\_\_ in the state of \_\_\_\_\_ and desires to connect the Shipper's facilities with SV \_\_\_\_\_ of \_\_\_\_\_ **Natural Gas Pipeline** at the "Connectivity Point" for transportation of Gas to its City Gas Distribution Network.
- E. WHEREAS**, Shipper and the Transporter have executed a GTA dated - \_\_\_\_<sup>xx</sup><sup>th</sup> \_\_\_\_\_, 20\_\_ for supply and/or transportation of Natural Gas from SV \_\_\_\_\_ of \_\_\_\_\_ **Natural Gas Pipeline** to the Shipper's Facilities.
- F. WHEREAS** the Parties hereto set forth this agreement regarding the design, construction, installation, operation, maintenance, ownership, and cost of Connectivity Facilities to connect the SV \_\_\_\_\_ of \_\_\_\_\_ **Natural Gas Pipeline** to Shipper's Facilities at the Connectivity Point.
- G. WHEREAS**, Govt. of India, vide MoPNG order No. ----- dated --- ----- allocated Domestic Natural Gas to new CGD entities and new Geographical Areas of exiting entities.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

### CLAUSE 1- DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions:

Except as stated otherwise, capitalized terms used in this Agreement shall have the following meanings:

**“Affiliate”** means an associated person in relation to the entity or the entity in relation to an associated person-

- (i) Who participates directly or indirectly or through one or more intermediaries in the management or control or capital of the entity or an associated person, as the case may be;
- (ii) Who holds, directly or indirectly, shares carrying not less than 26% of the voting power in the entity or associated person, as the case may be;
- (iii) Who appoints more than half of the board of directors or members of the governing board, or one or more executive directors or executive members of the governing board of the entity or the associated person, as the case may be; or
- (iv) Who guarantees not less than 10% of the total borrowings of the entity or the associated person, as the case may be

**“Authorised Area”** means the specified Geographical Area for a city or local natural gas distribution network (hereinafter referred to as CGD network) authorized under PNGRB regulations for laying, building, operating or expanding the CGD network which may comprise of the following categories, either individually or in any combination thereof, depending upon the criteria of economic viability and contiguity as stated in Schedule A, namely: -

- (i) Geographic Area, in its entirety or in part thereof, within a municipal corporation or municipality, any other urban area notified by the Central or the State Government, village, block, tehsil, sub-division or district or any combination thereof; and
- (ii) Any other area contiguous to the Geographical Area mentioned in sub-clause (i)

**“Battery Limit”** means the point where Gas will be delivered by Transporter to the Shipper, which point shall be the Custody Transfer Flange.

**“British Thermal Unit”** and its abbreviation **“Btu”** means the quantity of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty-nine degrees Fahrenheit (59 °F) to sixty degrees Fahrenheit (60 °F) at an absolute pressure of fourteen decimal six nine six pound per square inch (14.696 psi).

**“CAPEX”** means any expenditure incurred on design, procurement and installation of the metering facility, gas monitoring equipment, pressure regulators, filters, telemetry inter- alia any such other equipment (collectively **“Connectivity Facilities”**) necessary to connect with the Shipper’s Pipeline/ Facilities at the Exit Point excluding **“Overhead Charges”**.

**“City Gate Station”** means the point where custody transfer of Natural Gas from natural gas pipeline to the city or local Natural Gas distribution network takes place.

**“City or Local Natural Gas Distribution Network”** means an interconnected network of gas pipelines and the associated equipment used for transporting Natural Gas from a bulk supply high pressure transmission main to the medium pressure distribution grid and subsequently to the service pipes supplying Natural Gas to domestic, industrial or commercial premises and CNG stations situated in a specified Geographical Area.

**“Delivery Point”** shall have the meaning as defined in the **“Operating Code”**, a supplementary agreement to the GTA and/or GSA

**“Event of Default”** shall mean a Shipper Event of Default and/or Transporter Event of Default as defined in the GSA and/or GTA as the context may require.

**“Financial Year”** means the period starting from 06:00 hours on 1<sup>st</sup> of April of each calendar year and ending by 05:59 hours of 1<sup>st</sup> of April of the succeeding calendar year

**“Force Majeure”** shall have the meaning given to that expression in the GSA and/or GTA and shall be governed by the provision of the GSA and/or GTA.

**“Government Instrumentality”** means the Government of India, Petroleum & Natural Gas Regulatory Board (**“Board”**), the Government of any state in India, or any political subdivision, ministry, department, agency, corporation, commission or any regional, local or municipal

authority or governmental body thereof or any other governmental or statutory body under the direct or indirect control of the Government of India

or any state in India, or of any political subdivision, ministry, department, agency, corporation, commissioner any regional, local or municipal authority or governmental body (including any such executive, officer, authority authorized in this behalf) thereof and shall include, without limitation, any other governmental or statutory body or regulatory body having jurisdiction over the Shipper's Facilities or Transporter's Facilities, as the case may be, or over the performance of any part of work or the works or any obligation of the of either Part under this Agreement.

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

**"GTA"** shall mean the Gas Transmission Agreement between Transporter and the Shipper and any amendments thereto.

**"Connectivity Charges"** has the meaning provided to such term in Clause 6.1

**"Connectivity Facilities"** has the meaning provided to such term in Clause 3.1

**"Connectivity Point"** has the meaning provided to such term in Clause 3.2

**"Interest"** shall mean a charge for late payment on the amount remaining unpaid 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 (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 State Bank of India's Base Rate ( highest one during the delay period) plus six decimal two five percent (6.25%) accruing daily basis and calculated on Simple Interest Basis.

**"MMBtu"** means one million Btu

**"MMSCM"** means one million SCM

**"Natural Gas"** means gas obtained from bore-holes and consisting primarily of hydrocarbons and includes-

- (i) Gas in liquid state, namely, liquefied natural gas and re-gasified liquefied Natural Gas,
- (ii) Compressed Natural Gas,
- (iii) Gas imported through transnational pipelines, including CNG or liquefied Natural Gas,
- (iv) Gas recovered from gas hydrates as Natural Gas,

- (v) Methane obtained from coal seams, namely, coal bed methane, but does not include helium occurring in association with such hydrocarbons.

Explanation: For the purposes of this clause, the expressions "high pressure" and "medium pressure" shall mean such pressure as the Central Government may, by notification, specify to be high pressure or, as the case may be, medium pressure.

**"Operating Charges"** has the meaning provided to such term in Clause 6.2

**"Overhead Charges"** shall mean charges on account of Owners Expenses-Survey, Supervision, Pre-project cost, Working Capital Cost, Inventory Cost, Logistic & Travel Cost, Procurement Cost, Security, Communication expenses and Misc., any other, if applicable.

**"PNGRB"** means Petroleum and Natural Gas Regulatory Board

**"Standard Cubic Meter"** and its abbreviation **"SCM"** mean the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of fifteen Degrees Celsius (15 °C) under an absolute pressure of one decimal zero one three two five Bar (1.01325 Bar).

**"Termination of Agreement"** has the meaning provided in the GSA and/or GTA and shall be governed as per the provision in the GSA and/or GTA.

**"Upfront Payment"** has the meaning provided to such term in Clause 6.1

**"Working Day"** shall mean any Day in a Week other than a Sunday and/or a day declared to be public holiday under the provisions of the Negotiable Instruments Act, 1881 by the Government of India.

## **CLAUSE 2 - VOLUME AND OPERATING PARAMETERS AND MEASUREMENT**

### **2.1 Volume of Gas for flow through the Connectivity Point.**

Subject to Clauses 3.1 and 4.1, it is agreed between the Parties that the Connectivity Facilities shall be designed to handle a maximum volume of \_\_\_\_\_ **MMSCM** of Gas per day.

## 2.2 Pressure and Temperature.

Parties shall ensure that the following pressure and temperature are maintained at the Connectivity Point”

- (i) All Gas delivered by Transporter at the Connectivity Point shall be at pressure of \_\_\_ Bar (g) to \_\_\_ Bar (g) and the pressure shall not exceed the maximum pressure of \_\_\_ Bar (g) and shall not be less than \_\_\_ Bar (g).
- (ii) Temperature range shall be from **-29 Degree C up** to a maximum of **Ambient temperature above zero** Degree C.

## 2.3 Measurement of Gas:

Transporter shall use standard methods generally used in the Gas industry to determine the quantity/quality of the Gas and shall be governed by the “**Operating Code**”, a supplementary agreement to the GTA and/or as per provision in the GSA.

## 2.4 Joint Tickets:

The measured quantity shall be communicated by electronic mail by Transporter every fortnight to the Shipper and Parties shall sign the Joint tickets fortnightly.

## CLAUSE 3 - INSTALLATION OF THE FACILITIES

### 3.1 Transporter’s Responsibilities:

Transporter shall design and install the metering facility, gas monitoring equipment, pressure regulators, filters, telemetry, and such other equipment (collectively called, “Connectivity Facilities”) necessary to connect with the Shipper’s Facilities at the Connectivity Point and subject to Clause 4.1, transport a maximum of \_\_\_\_\_MMSCM of Gas per day from the **SV** \_\_\_\_\_ of \_\_\_\_\_ Natural Gas Pipeline into the Shipper’s Pipeline. Whether any equipment is necessary to connect with Shipper’s facilities at Connectivity point shall be decided by the Transporter whose decision in this regard shall be final.

Transporter shall connect the Shipper’s Facilities to the Connectivity Facilities at the custody transfer flange identified as “Connectivity Point” indicated in Schedule [A] of this agreement



### **3.2 Shipper's Responsibilities:**

Shipper shall at its sole risk & cost provide the facilities other than those under 3.1 above to connect to and facilitate commissioning of the Connectivity Facilities.

## **CLAUSE 4 - COMMISSIONING DATE AND TERM**

### **4.1 Commissioning Date:**

"**Commissioning Date**" shall mean the date to be notified by the Transporter at least seven (7) days in advance, by which date Connectivity Facilities shall be commissioned and the said date shall not be later than twelve (12) months from the date of receipt of the Upfront Payment for Connectivity Charges by the Transporter from the Shipper or from the date of availability of land/ROU for installation of connectivity facilities whichever is later. Both Shipper and Transporter shall endeavor to synchronize the commissioning activities for the facilities under their responsibility as per clause 3.1 and 3.2.

### **4.2 Term:**

The term of his Agreement shall be for an initial period of ten (10) years commencing from the Execution Date with a mid-term review after completion of Five (05) years period.

Thereafter, this Agreement may be extended further under the mutual agreement of the Parties.

## **CLAUSE 5 - OWNERSHIP AND OPERATION OF THE FACILITIES**

### **5.1 Transporter's Obligations:**

- i. Upon receipt of the Upfront Payment for Connectivity Charges in accordance with Clause 6.1 of this Agreement from Shipper, Transporter will construct, install, test, calibrate, and commission the Connectivity Facilities in accordance with Clause 3.
- ii. Transporter shall own and operate the Connectivity Facilities.
- iii. Transporter shall be responsible for acquiring all regulatory and statutory permits that are necessary for the construction, operation, and maintenance of the Connectivity Facilities.
- iv. Transporter shall perform all daily operational activities in connection with the Connectivity Facilities, including, but not limited to, operation,

testing, calibration in accordance with the industry practice and maintenance necessary for the utilization of the Connectivity Facilities.

- v. Any emergency/event in SV \_\_\_\_\_ of \_\_\_\_\_ Natural Gas Pipeline that may affect the supply of Gas through the Connectivity Point shall be immediately informed to Shipper by the Transporter.
- vi. Transporter shall provide at least fifteen (15) days prior notice to the Shipper in case of any maintenance job is required to be undertaken in respect of the Connectivity Facilities that may affect the supply of Gas through the Connectivity Point.
- vii. Transporter shall extend all cooperation to Shipper for facilitating the construction, commissioning, and operation & maintenance of Shipper's Facilities downstream of the Connectivity Point inside the Transporter's premises, if any.
- viii. Transporter shall develop the metering facilities for a flow of \_\_\_\_\_ MMSCMD or lower as per the initial requirement of Entity.

However, if the Shipper requires the metering facility for a flow more than \_\_\_\_\_ MMSCMD at the initial stage, then the Transporter shall install the same considering the requirement of Shipper subject to Upfront Payment of corresponding Connectivity Charges by the Shipper.

- ix. The Transporter shall ramp-up the metering facility on request of the Shipper at the cost of the Shipper based on the increased volume plan of the Shipper, intimated well in advance by the Shipper.

## **5.2 Shipper's Obligations:**

- i. If spare land is not available at the IP/SV station of the Transporter to install the Connectivity Facility, adequate and suitable land adjacent to IP/SV station shall be acquired by the Shipper at the Shipper's expenses to facilitate the Transporter to construct & install the Connectivity Facility for the Shipper.
- ii. Shipper shall construct, install, test, calibrate, commission, own and operate the Shipper's Facilities downstream of the Connectivity Point. Shipper shall be solely responsible for all costs associated with the maintenance and repair of the Shipper's Facilities downstream of the Connectivity Point.

- iii. Shipper shall be responsible for acquiring all regulatory and statutory permits including CCOE/PESO license in its name that are necessary for the construction, operation, and maintenance of the Shipper's facilities downstream of the Connectivity Point.
- iv. Shipper shall ensure best safety practices for construction, operation, and maintenance of Shipper's Facilities.
- v. Shipper shall extend all the cooperation to the Transporter required for installation, commissioning and operating the Connectivity Facilities.
- vi. Any emergency/event in Shipper's Facilities that may affect the supply of Gas through the Connectivity Point shall be immediately informed to the Transporter by the Shipper.
- vii. Shipper shall provide at least fifteen (15) days prior notice in writing to the Transporter in case of any maintenance job required to be undertaken in respect of the Shipper's Facilities downstream of the Connectivity Facilities that may affect the supply of Gas through the Connectivity Point.

## **CLAUSE 6 - CONNECTIVITY CHARGES, OPERATING CHARGES & ANY OTHER CHARGES**

### **6.1 CONNECTIVITY CHARGES:**

- I) It is agreed between the Parties that an estimated amount of **Rs.** \_\_\_\_\_ **Lakhs** as Upfront Payment for Connectivity Charges (Including taxes and overhead charges) is payable by the Shipper to the Transporter for providing Connectivity Facilities in accordance with Clause 3.1, for Connectivity from SV \_\_\_\_\_ of \_\_\_\_\_ Natural Gas Pipeline with Shipper's Facilities. In the event Parties desire to extend the term of this Agreement beyond ten (10) years, Parties shall mutually discuss and agree on the charges payable by the Shipper to the Transporter for the Connectivity Facilities.
- II) The Upfront Payment for Connectivity Charges shall be payable by the Shipper to the Transporter upfront as per the invoice amount. In case at any point in time if Upfront Payment considered is insufficient then Transporter may revise the estimate upwards and call for differential payment upfront from the Shipper.
- III) Transporter shall deliver an invoice to the Shipper on execution of this Agreement towards the Upfront Payment for Connectivity Charges together with the applicable taxes and Shipper shall make payment to Transporter forthwith in accordance with such invoice.

- IV) The Upfront Payment for Connectivity Charges is Rs. \_\_\_\_\_ Lakhs (CAPEX Rs. \_\_\_\_\_ Lakhs plus applicable overhead charges) based on preliminary estimates. Upfront payment shall be subject to adjustment for revision in the actual CAPEX and Overhead Charges as mentioned below. Upfront Payment plus any adjustment later on shall be termed as “**Connectivity Charges**”.

If actual CAPEX plus applicable Overhead Charges exceeds the Upfront Payment excluding taxes, then the Shipper shall be liable to pay the difference between the ‘actual CAPEX plus Overhead Charges’ and ‘Upfront Payment’. However, if ‘actual CAPEX plus Overhead Charges’ is less than the ‘Upfront Payment’, then the difference shall be refunded to the Shipper within 60 days of commissioning of the Connectivity Facility.

- V) It is agreed between the Parties that in the event of early termination of this Agreement for any reason whatsoever prior to the expiry of the initial term as provided above in Clause 4.2, Shipper shall not have any claim on the Connectivity Facilities and Connectivity Charges paid to the Transporter. Operating Charges shall not be applicable after the termination of this Agreement.
- VI) Subsequent Connectivity Charges for any future expenditure in respect of expansion, addition, replacement and modification of equipment in the Connectivity Facilities shall be informed by the Transporter to the Shipper and the subsequent CAPEX incurred plus applicable Overhead Charges and taxes for such expansion, addition, replacement and modification of equipment in the Connectivity Facility shall be borne by the Shipper. Shipper shall pay to transporter ‘Subsequent Connectivity Charges’ upfront, which shall be subjected to adjustment as per actuals.

## 6.2 OPERATING CHARGES:

- i) The Shipper shall pay to the Transporter an Operating Charges @2.5% of Connectivity Charges including subsequent Connectivity Charges with 5% escalation on annual basis. The Operating Charges shall be collected in advance with applicable taxes.
- ii) The escalation of 5% per annum shall be reckoned from the beginning of the next Financial Year on yearly rest basis.
- iii) The Transporter shall raise the invoice for the Operating Charges within fifteen (15) days of commissioning date as per clause 4.1 above on pro rata basis for the period remaining in such Financial Year and then onwards in advance on annual basis within 15 days from the

beginning of new Financial Year and the Shipper shall pay the invoice amount within four (4) working days of receipt of the invoice from the Transporter. Any delay in making such payment shall attract "Interest", which shall be payable by the Shipper.

- 6.3 The Transporter shall install the metering facilities as per the requirement of Shipper. However, in case, the gas flow is less than "Qmin flow" as specified in the data sheet of the meter, Qmin Charges shall be levied on the Shipper based on the "Qmin Flow" as mentioned in the datasheet of meter, which under relevant GSA/ GTA and shall be payable by Shipper.
- 6.4 Any tax, levy or cess levied by any Government Instrumentality on any activity undertaken pursuant to the terms of this Agreement shall be paid on actual basis by shipper and shipper shall indemnify and hold transporter harmless in respect thereof.

#### **CLAUSE 7 - MISCELLANEOUS**

- 7.1 Parties agree and acknowledge that nothing contained in this Agreement is intended to create any obligation upon the Transporter to transport Gas to the Shipper. Any transportation of Gas through the Connectivity Facilities will be performed under the terms and conditions of one or more separate written agreements between the Parties.
- 7.2 Neither Party shall be liable to the other in contract, tort or otherwise for any indirect loss or any Consequential Loss or for any other consequential, incidental, special, punitive or exemplary damages, including any loss of profit, arising out of or in connection with this Agreement for any reason whatsoever; provided, however, such limitation shall not apply to the indemnity obligations owed by a party to another party with respect to indemnification for claims made by Third Parties.
- 7.3 Transporter shall indemnify, defend and hold harmless Shipper from and against any and all losses on account of any claims brought by any third party or by any Government instrumentality, caused by or resulting from ( or attributable to ) the installation existence, ownership, possession, operation or maintenance of Connectivity Facilities or arising out of the willful misconduct of Transporter in the exercise of its rights or the performance of its obligations under this Agreement, except to the extent contributed to by the willful misconduct or material breach of this Agreement by Shipper.

- 7.4 Shipper shall indemnify, defend and hold harmless Transporter from and against any and all losses on account of any claims brought by any third party or by any Government instrumentality, caused by or resulting from ( or attributable to) the installation , existence, ownership, possession, operation or maintenance of Shipper's Facilities downstream of the Connectivity Facilities or arising out of the willful misconduct of Shipper in the exercise of its rights or the performance of its obligations under this Agreement, except to the extent contribution to by the willful misconduct or material breach of this Agreement by Transporter.
- 7.5 Shipper shall take prior consent of Transporter for any modification job in respect of the Shipper's Facilities and equipment up to Shipper's mother station, downstream of the Connectivity Facilities.
- 7.6 The Transporter shall not be liable in any manner for any disruption in gas supply upstream and/or downstream of the Connectivity Facility due to Shipper's inability to source gas at the delivery point.
- 7.7 Connectivity Facility at the Exit Point shall be provided by the Transporter from existing nearby IP/SV stations. SV station shall be considered only if IP stations are not available.
- 7.8 The Transporter reserves the right of installing, operating, maintaining, and modifying any facilities at the Connectivity Facility for other entities, as & when required.
- 7.9 Shipper Event of Default and/or Transporter Event of Default as defined in the GSA and/or GTA as the context may require shall be governed by the provision under clause 13 of the GSA and/or GTA.
- 7.10 It is agreed between the Parties that in the event of early Termination of this Agreement for any reason whatsoever prior to the expiry of the initial term as provided above, the Termination of this Agreement shall be in concurrence with the other agreements like GTA and/or GSA signed between the parties.
- 7.11 Any Force Majeure issues shall be governed by the provision under clause 11 of the GSA and/or GTA.
- 7.12 All other terms and conditions for supply and/or transportation of gas by the Transporter to the Shipper shall be governed by the GSA and/or GTA and its associated CT agreement, Operating Codes.
- 7.13 **Governing Law and Jurisdiction:**

- i) This Agreement shall be governed and construed in accordance with Laws of India.
- ii) The courts and tribunals at New Delhi shall have exclusive jurisdiction over the subject matter of this Agreement to grant such relief in aid of arbitration as may be permitted under Arbitration and Conciliation Act, 1996 and all amendments and modifications thereto.

#### 7.14 Disputes:

- (i) Any dispute, controversy, difference or claim arising out of or relating to this Agreement or the breach, termination or validity thereof (a "Dispute"), shall at the first instance be mutually discussed for resolution between the Parties within a period of thirty (30) days after giving notice by one Party to the other Party.
- (ii) In the event of failure of a settlement under this Clause of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be governed under the provision of "Dispute Resolution" of the GSA and /or GTA.

### CLAUSE 8 - CONFIDENTIALITY

- 8.1 The parties agree to treat the Agreement and any information provided by one Party or its Affiliates to the other Party which is specifically marked as confidential or provide on a confidential basis "Confidential Information" as strictly confidential and agree not to disclose any Confidential Information received from each other in connection herewith to any third party (other than to Affiliates, professional advisors or shareholders (present or potential) of the Parties who shall be subject to the same restrictions on confidentiality, as if they may have signed this confidentiality agreement with the relevant Party) without the prior consent of the other Party, except for disclosure by a Party to a governmental authority or regulatory authority to the extent necessary to comply with any proper governmental or legal requirement. The Party making any such disclosure to a governmental authority, or a regulatory authority shall give reasonable notice thereof to the other Party and shall use reasonable endeavors to ensure to the extent permissible by law that such third party maintains the confidentiality of the confidential information.
- 8.2 The requirement to protect Information disclosed under this Agreement shall be kept confidential for the term of this Agreement.

## **CLAUSE 9 - SEVERABILITY**

- 9.1 If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect.
- 9.2 Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

## **CLAUSE 10 - VARIATIONS**

- 10.1 Any variation to this Agreement shall be expressly agreed in writing and shall not be valid unless duly signed and executed by the Parties.

## **CLAUSE 11 - NO AGENCY**

- 11.1 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.

## **CLAUSE 12 - INTERPRETATION**

- 12.1 Clause headings given in this agreement are intended only as, a general guide for convenience in reading and segregating the general subject of the various clauses, but do not form part of the Agreement, with the intent that the clause headings shall not govern the meaning or importance of the clauses thereunder appearing or confine or otherwise affect the interpretation thereof.
- 12.2 Where the context requires, words denoting the singular only shall also include the plural and vice versa.
- 12.3 Unless the context otherwise requires any reference to a statutory provision or regulation is a reference to such provision as amended, consolidated or re-enacted or as modified by other provisions from time to time.
- 12.4 No verbal agreement, assurances, representations or understanding given by either party or among parties, whether given or understood before or after



the execution of this agreement, shall anyway bind either party or alter this agreement unless specifically given in writing and signed by the party (ies).

**CLAUSE 13 - NOTICES**

- 13.1 Any notices to be given hereunder by either Party to the other Party shall be in English and sent by registered letter, e-mail, fax, or facsimile to other Party at the addresses stated below:

**The Transporter Address:**

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**The Shipper Address:**

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IN WITNESS WHEREOF the Parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement to be signed and executed for and on their behalf as of the Execution Date.

WITNESS

FOR AND ON BEHALF OF TRANSPORTER

.....

Name:

Company: Indian Oil Corporation Limited

WITNESS

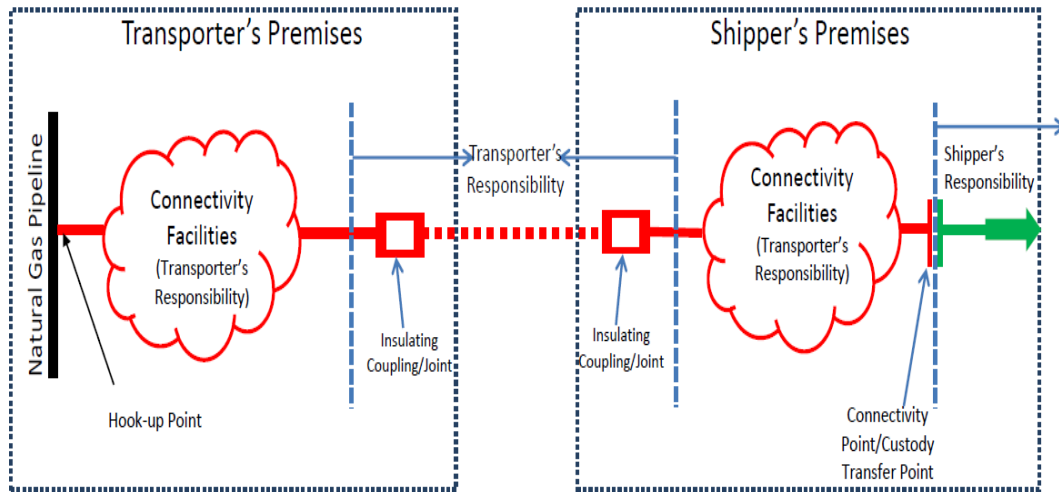
FOR AND ON BEHALF OF SHIPPER

.....

Name:

Company: M/s \_\_\_\_\_

### Schedule [A] - Schematic Diagram for Responsibility of Facilities



### Other Specific Conditions and Requirements

1. These conditions and requirements shall be deemed to be part of the Connectivity Agreement executed between M/s Indian Oil Corporation Limited (Transporter) and \_\_\_\_\_(Shipper) for delivery of gas from SV-\_\_\_\_\_ of \_\_\_\_\_ Gas Pipeline into the City Gas Distribution Network in Geographical Area of \_\_\_\_\_.
2. It is agreed that the custody transfer metering facility shall be installed in the City Gate Station premises of the Shipper.
3. Shipper acknowledges and agrees that apart from payment of requisite upfront connectivity charges (subject to adjustment against actuals), the schedule of installation of the connectivity facilities and its subsequent commissioning as per clause 4.1 of the Connectivity Agreement shall depend on the following grounds for commencement of work:
  - i. Availability of suitable developed encumbrance free area inside bounded CGS premises for installation of connectivity facilities
  - ii. Availability of ROU and statutory permissions for laying of pipeline between CGS and Natural Gas Pipeline
4. Shipper shall provide a suitable indoor space of minimum **3 m x 4 m x 4m** room inside the CGS premises for housing of necessary equipment associated with connectivity facilities such as Metering panel, LIU, Battery etc.
  - a) Shipper shall ensure that the area earmarked for installation of connectivity facilities inside the CGS premises shall conform to applicable rules, standards, guidelines, and regulations. Indicative area for installing metering skid is **20 m x 20 m**. Metering skid facilities having proper fencing with lock & key arrangement.
5. Shipper agrees that while determining the layout of the connectivity facilities, Transporter shall intimate the pipeline route inside the CGD premises including the entry point into the premises and Shipper shall keep such identified route to be devoid of any construction that may cause detrimental to the safe installation, operation, and maintenance of the pipeline.
6. Shipper understands and agree to carry out restoration of the boundary wall, which may have been damaged during installation to affect the entry of the pipeline into the CGS premises, with due consideration towards safety of the pipeline.
7. Shipper agrees to create provision to meet requirement of utilities for connectivity facilities inside CGS such as uninterrupted power supply for powering Metering skid and other allied facilities etc.
8. Shipper agrees to provide space/ Hume Pipe for laying of Cables (Power, Signaling, Triad and Control cables) from Metering skid to Metering Panel in their CGS location.

**M/s Indian Oil Corporation Ltd.**

**M/s \_\_\_\_\_**