

EXHIBIT C – FORMAT OF CAPACITY TRANCHE # [Insert Number]

1. Parties

Indian Oil Corporation Limited, a Government company incorporated under the Companies Act, 1956, having its registered office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051 and Pipelines Head-office at Indian Oil Bhawan, A-1, Udyog Marg, Sector-1, Noida, UP – 201301 through its Regional office at NRPL, Panipat, Haryana (hereinafter called as “**Transporter**”) (which expression shall, unless repugnant to the meaning or context thereof, include its successors and assigns) of the first part; and

_____, a company incorporated under the Companies Act, 1956, having its registered office at _____, (hereinafter called as “**Shipper**”) (which expression shall, unless repugnant to the meaning or context thereof, include its successors and assigns) of the second part.

The Parties have executed Gas Transmission Agreement on _____ and in accordance of clause 4 of the Gas Transmission Agreement the Parties are now entering into this Capacity Tranche Agreement.

2. **Date:** *[insert date of execution]*

3. Ship-or-Pay CT Agreement

Capacity requested on Common Carrier Basis / Contract Carrier Basis. (strike out any one)

4. “**Capacity Tranche**” shall mean the capacity reserved (in case of Ship-or-Pay CT Agreement) for the Shipper in the pipeline system (details of pipeline system) from *[insert Delivery Point]* (the “**Delivery Point**”) to the *[insert Redelivery Point]* (the “**Redelivery Point**”) under this CT Agreement. Further the pipelines mentioned above have following AHAs and CV Bands relative to the Delivery Point and Redelivery Point:

- a.
- b.

5. CT Delivery Point MDQ and CT Redelivery Point MDQ:

<i>(insert Delivery Point)</i>	CT Delivery Point MDQ, MMBTU/Day or MMSCM/Day at _____Kcal/SCM	<i>(insert CT Delivery Point MDQ)</i>
<i>(insert Redelivery Point)</i>	CT Redelivery Point MDQ, MMBTU/Day or MMSCM/Day at _____Kcal/SCM	<i>(insert CT Redelivery Point MDQ)</i>

6. **CT Start Date:**

7. **CT End Date:**

8. Transmission Charges:

- (a) Trunk Line Rate: Rs. *[insert]*/MMBTU
- (b) Spur Line Rate: Rs. *[insert]*/MMBTU
- (c) Connectivity Rate: Rs. *[insert]*/MMBTU
- (d) Transmission Rate: Rs. *[insert]*/MMBTU (Trunk Line Rate plus Spur Line Rate plus Connectivity Rate)

(e) Spur Line/Connectivity Charges: Rs. [insert]/month
Transmission Charges shall be calculated as per Clause 6.1 of the Agreement

9. Acceptable Pressure Range

Delivery Point (insert Acceptable Pressure Range for the Delivery Point)
Redelivery Point (insert Acceptable Pressure Range for the Redelivery Point)

10. Acceptable Temperature Range

Delivery Point (insert Acceptable Pressure Range for the Delivery Point)
Redelivery Point (insert Acceptable Pressure Range for the Redelivery Point)

11. Planned Works:

Planned work allowed for either Party shall be as specified in Clause 10. ***{Planned Work for Shipper shall be upto 10 Days}***

12. Conditions Precedent:

Conditions Precedent to be satisfied by Shipper:

(a) [insert Conditions Precedent].

Conditions Precedent to be satisfied by Transporter:

(a) [insert Conditions Precedent].

13. Conditions Precedent Satisfaction Date:

The Conditions Precedent specified in paragraph 12 above shall be satisfied no later than [insert CP satisfaction date].

14. Commissioning Period: [applicable only on New Facility]

15. Other Terms and Conditions:

{Any other terms and conditions specific to the CT, as agreed between the Parties, may be mentioned here. Priority of allocation at Delivery & Redelivery Points may also be covered in this clause. In case Common Carrier capacity is being contracted out for more than a year, it may be mentioned in the CTA that this capacity shall have to be vacated by the Shipper on a notice of twenty one days, in case an requirement from any Shipper on Common Carrier basis comes up at any time during the term of this agreement.}

WITNESS

FOR & ON BEHALF OF Transporter

Name:

Company: **Indian Oil Corporation ltd**

WITNESS

FOR & ON BEHALF OF Shipper

Name:

Company: