



उत्तर प्रदेश UTTAR PRADESH AGREEMENT

GR 835486

THIS AGREEMENT is made on the 14th day of February 2023 BETWEEN Harcourt Butler Technical University Kanpur (hereinafter refer to as 'the HBTU') of the first part, AND Central U.P. Gas Limited (a joint venture of GAIL (India) Limited and Bharat Petroleum Corporation Limited) having its registered office at 7th floor, UPSIDA Complex, A-1/4 Lakhanpur, Kanpur 208024, through its Director Commercial (hereinafter referred to as CUGL) of the second part,

WHEREAS

(i) CUGL was incorporated on 25th February 2005 as a City Gas Distribution Company to supply the Natural Gas to Domestic, Commercial, Industrial and Automobile Sectors.

(ii) Petroleum and Natural Gas Regulatory Board has authorized CUGL for implementing the City Gas distribution project in Kanpur, Unnao, Bareilly & Jhansi.

(iii) The CUGL has approached HBTU Kanpur for providing PNG connections to the 14 nos. campus of hostel Messes. (LV Old, LV New, GH-I, GH-II, GH-III, GH-IV, GH-V and GH-VI in east Campus and WCH-I, WCH-II, WCH-III, WCH-IV, DBRA-I and DBRA-II)

(iv) CUGL also undertakes/agrees to provide the PNG connections at all such places where the HBTU may ask for in future based on both the technical feasibility and safety aspects.

NOW THEREFORE, THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

APPLICABILITY

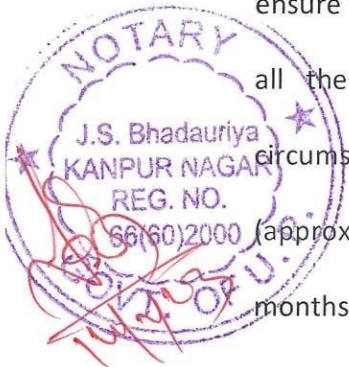
1. The agreement made herein between the parties shall be applicable to all the activities, obligations, and responsibilities of the parties, concerning installation, regulation, and distribution of the PNG on the campuses of the HBTU.

RESPONSIBILITY OF THE CUGL

2. Incessant supply of PNG gas to both the campus (East and West) is the underlying spirit and essence of this agreement. Therefore, the CUGL shall take all possible steps to ensure that the supply of the PNG to both the campuses is maintained round the clock all the days of the year without any interruption, except under unavoidable circumstances beyond the control of CUGL. A shut down period of maximum 3 days (approximately 72 hours) shall be taken for scheduled maintenance activities every six months with prior intimation. The shutdown will be taken as per the convenience of both the parties.

3. The project of the PNG supply to the HBTU entails laying of required length of MDPE pipeline network within the HBTU Campus to cater to the requirements surveyed by the CUGL. Installation of District Regulation System, Service Regulators, Safety Valves, and individual meters etc., shall also be required for each hostel mess.

4. The detailed plan along with complete technical details shall be submitted by the CUGL to the Officer In charge Civil Maintenance of the HBTU for concurrence before start of

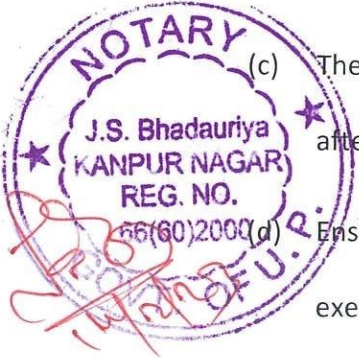


the work. Further, on the matters of digging of trenches for laying down the pipes and/or other minor/major construction activities on the campuses, the CUGL shall always be required to seek prior concurrence of the competent authority of the HBTU.

5. While digging the trenches for laying down the pipes, the CUGL shall take following precautions:

- (a) The width of the trench shall be confined between 300mm and 450mm.
- (b) The depth of trench shall be confined between 1000mm and 1200mm.
- (c) The trench shall be temporarily backfilled immediately, and finishing shall be done after the charging of the gas.
- (d) Ensure necessary barricading around the trenches for safety purpose, during execution.
- (e) Ensure moiling for pipeline laying under concrete road without damaging the road surface.
- (f) Once the pipeline comes near the building, riser line will be taken and routed along the wall up to outside of Kitchen for necessary connections to burner point.
- (g) Carryout leak test and Nitrogen purge and around the vicinity of pipes.

6. CUGL shall make necessary changes in the existing gas burner used for the LPG. Burner nozzle shall be changed/modified without any additional cost paid by the consumer/HBTU.

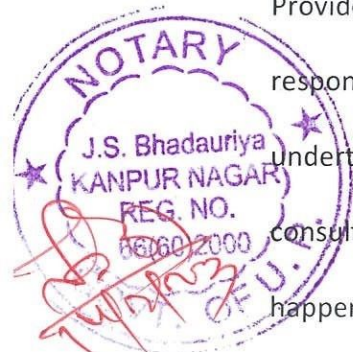


7. Replacement and maintenance of District Regulation System, Safety Valve, Pipelines and service regulators and individual meters, in case of developing any defects shall be carried out by the CUGL without any cost paid by the consumer/HBTU.
8. In the event of any untoward happening in the HBTU campuses, like fire, due to the leakage of gas from the ducts/pipes installed in the HBTU, no responsibility shall be attached to the HBTU and CUGL shall solely be responsible for the same.


Provided that if the happening is due to negligence of HBTU, CUGL shall not be responsible and HBTU shall have to bear the loss only in cases where the HBTU undertakes any work independently affecting the pipelines of CUGL without consultation with CUGL. However, the HBTU shall not be responsible in matter of happening(s) relating to District Regulatory System, Safety Valves, ducts/open pipelines, and open pipelines of gas supply to hostels and other places.

CONNECTION CHARGES

9. Payment for consumption of PNG Supply in messes shall be governed by CUGL policy approved from time to time. CUGL aims to ensure disruption-free supply of PNG to hostels in both campuses. The DSW (Dean of Student Welfare) of HBTU as the administrator for all the hostels mentioned above, shall be responsible for payment of connection charges, and any other fixed and the unpaid dues on account of any consumption of the PNG in hostels of both the campuses. In normal course, however, the CUGL shall raise the consumption bill on the consumer as spelt out in the following paragraphs and the summary table.



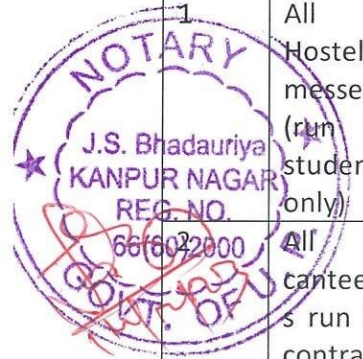
- (i) The HBTU (administered by DSW) shall be the responsible for all activities regarding the PNG of hostel messes in both campuses.
- (ii) The wardens in-charge of the hostels for messes shall be the consumers for the CUGL facility set up in the corresponding premises.
- (iii) The warden in-charge of the hostel mess shall be the customer and the contractor, if any for the private canteen shall be the consumer.
- (iv) The connections to the hostel messes (run by student only) shall be treated as the domestic connection for pricing only but Installation & commissioning charges will be treated as commercial connection. The connection to the canteens run by contractor or other than students in the hostels, in academic area and restaurants in the campus, if any, shall be treated as commercial connections.
- a) For the connection charges for all messes, if any, as mentioned above, the estimate for laying for pipeline and fixtures, Last Mile Connectivity (LMC) deposit shall be submitted by the CUGL. This shall be paid by the customer in advance.
- b) The customer for hostel messes, must submit a security deposit in the form of IRLC/BG for an amount equivalent to gas consumption of forty-five (45) days with a validity of one year. Amount of gas security required will be revised during the first month of each Calendar Year based on average PNG tariff and average gas consumption during previous Calendar Year.



10. The connection charges, as mentioned above, shall be an interest free refundable deposit with the CUGL. The HBTU, therefore, shall be entitled to recover the connection charges directly from the CUGL on termination of this agreement as per schedule mentioned below:

The above categorization and connection charges are summarized in the following table:

Sr. No.	Place	Customer	Consumer	Connection type	PNG pricing	Registration charges	Connection /LMC charges
1	All Hostel messes (run by student only)	DSW through Warden of respective hostel	HBTU	Commercial	Domestic	Non-Refundable Rs.3000/- per Mess	As per estimate annexed as A-
	All canteens run by contract or other than students in hostel	DSW through Warden of respective hostel	HBTU	Commercial	Commercial	Non-Refundable Rs.3000/- per canteen	As per estimate



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PNG TARIFF

11. CUGL has considered HBTU Kanpur under Domestic category for pricing only for hostel messes (run by student only) and has accordingly agreed to pricing and charging the PNG Gas under domestic category only.

The connection to the canteens run by contractor or other than students in the hostels, in academic area and restaurants on campus shall be treated as commercial connections and the tariff for commercial connections shall be as prevailing from time to time.

BILLING

12. CUGL will raise monthly bills for hostel messes connections on actual consumption basis.

The bill shall be provided directly to DSW of HBTU for distribution of PNG consumers of various hostel messes of both campuses. Consumer shall be liable to make payment within 21 days of the receipt of the bills, failing which the consumer shall be levied interest on the bill amount @ 2% per month duly rounded off to the nearest rupee. The bills shall be payable through online/cheque or DD drawn in favor of "M/s Central UP Gas Limited", payable at Kanpur. In case of meter fault, bill will be generated as per the average consumption of the last 30 days.

13. A minimum bill amount of Rs. 500.00 per month from each hostel mess will be charged. The same shall be paid by the customer in case the connection is not activated.

However, if the connection is activated and there is no consumption, the minimum charges shall be paid by the consumer. The bills for the non-activated connections shall



be raised by the CUGL in the name of the customer in upcoming bills on the basis of list of non-activated connections has provided by HBTU on 1st week of every month.

GAS PRESSURE

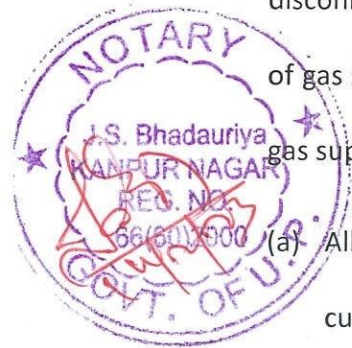
14. CUGL will supply the gas at 300 mbar (Gauge) pressure at burner tip of hostels at around 25 deg C temperature.

DISCONNECTION & RECONNECTION OF PNG

15. If the gas bill is unpaid for more than 30 days from the said bill date, CUGL will disconnect the PNG connection without any prior notice. In the event of discontinuation of gas supply by the CUGL for reason of non-payment of gas bills, the restoration of the gas supply in such case shall only be considered, provided:

- (a) All outstanding bills including interest as applicable must be cleared by the customer.
- (b) Consumer has to pay the reconnection charge of Rs. 2000.00 per connection in case of hostels.

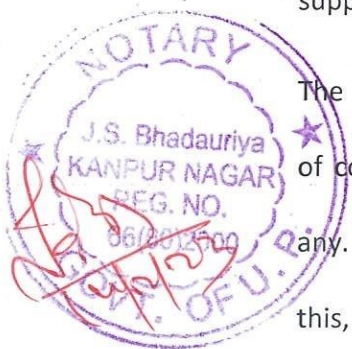
Consumers for hostels mess & Canteens must get a no dues certificate from CUGL while vacating the allotted accommodation. For the purpose of No-dues, the customer shall inform the CUGL a minimum 5 working days in advance. The CUGL shall make necessary arrangements for collecting the dues from the consumer at the time of vacating the accommodation. In case of non-reporting of the



representative of CUGL, the entire responsibility of collecting the dues shall be of CUGL.

- (c) If earlier Canteens and hostel messes have vacated the accommodation without informing the CUGL, payment of dues pertaining to those allotted accommodations will be the responsibility of HBTU Kanpur.

The CUGL shall ensure to provide the connection to consumer in case of re-connection within 2 working days of receiving the information. The technical support staff for this shall have to be made available on the campus.



The CUGL shall ensure the correctness of bill raised by them with respect to name of consumer, address, meter reading, consumption charges, interest & arrears, if any. The name, address & meter reading shall be provided by the HBTU. Even after this, if the mistake in any of the above is found in the bill, the CUGL shall be solely responsible. Such wrong bills shall not be entertained by the consumer. The payments shall be made by the consumer only after correct bill in all respects is received. No interest /delayed payment charges can be levied by the CUGL in such cases. CUGL will have the rights to cross check the reading at any point of time on convenience of consumer.

TEMPORARY DISCONNECTION OF GAS

16. In the event, consumer wishes not to avail the PNG for a minimum duration of two months, he shall be required to give three days of prior notice for temporary disconnection to CUGL and clear all dues of CUGL. A consumer under temporary

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disconnection shall not be required to pay any charge during the period of temporary disconnection but shall be liable to pay Rs. 100 as reconnection charges. However, in case of failure to give the notice as above, the consumer shall be liable to pay the minimum charges for the entire period of non-availing of PNG.

SAFEGUARD OF APPARATUS

17. Tampering/interfering with CUGL's equipment/meter by consumer or by any other person, other than the authorized representative of the CUGL, is strictly prohibited. The consumer shall provide access to the authorized representatives of the CUGL in his/her premises with permission from competent authority (DSW) of HBTU to perform operational and maintenance jobs of the equipment, as and when required but preferably during the day except in cases of emergency their access at night may also have to be provided.

18. The HBTU undertakes to use the PNG supplied for its own establishment and shall not re-supply / re-sell to any other person or property, either itself or through any other person or establishment.

MONITORING COMMITTEE

19. For the purpose of monitoring and taking all policy decisions on behalf of the HBTU with respect to the PNG on the campuses, the Vice Chancellor HBTU Kanpur shall constitute a PNG Users' Committee (PNGUC) and the name of committee members will be informed to CUGL.



SPACE FOR OPERATION & MAINTENANCE

20. The HBTU shall provide free space, which will be decided by DSW, to CUGL for office and maintenance works, besides electricity/water charges as per actual.

TERM OF THE AGREEMENT

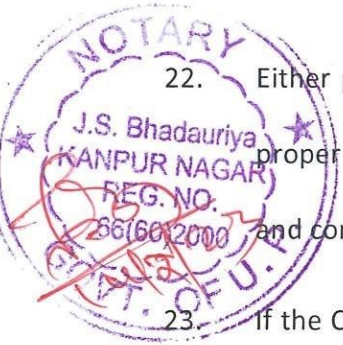
21. This Agreement shall be effective for a period of five years from date of its execution to 31st March 2027 and can be extended further for such period and on existing or such other terms and conditions as may be deemed fit and mutually agreed by the HBTU and CUGL.

TERMINATION

22. Either party can terminate this agreement by giving three months written notice with proper reason/justifications or when there is a major default in compliance of the terms and conditions of this agreement.

23. If the CUGL commits breach of any covenant or any clause of this agreement, the HBTU may send a written notice to CUGL to rectify such breach within the time limit specified in such notice. In the event CUGL fails to rectify such breach within the stipulated time, the HBTU may terminate the agreement and CUGL shall be liable to the HBTU for losses or damages on account of such breach. On the other hand, the HBTU shall not be liable for loss of gas flowing in the pipelines due to such termination.

24. If either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit



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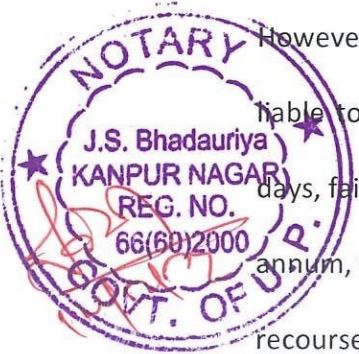
of creditors, the other party shall have the right to immediately terminate this Agreement.

25. In case of termination by HBTU Kanpur, HBTU Kanpur shall be liable to pay CUGL for loss suffered due to loss of gas in pipeline at the time of termination of supply.

REFUND OF REGISTRTRTION/CONNECTION CHARGES

26. The entire amount paid by the HBTU to the CUGL as Connection Charges shall remain as interest free refundable deposit with the CUGL till the subsistence of this agreement.

However, in case of termination or determination of the agreement, the CUGL shall be liable to refund the entire LMC amount forthwith to the HBTU within a period of 45 days, failing which the CUGL shall be liable to pay interest thereon at the rate of 12% per annum, without prejudice to the right of the HBTU to recover the amount through legal recourse.



FORCE MAJEURE

27. The CUGL shall not be liable for failure to supply piped natural gas or for delay in supply of piped natural gas if such failure is caused due to reasons beyond its control including acts of God. The term force majeure here means acts of God, war, revolt, riot, tempest, flood, earthquake, lightning, any law or promulgation of regulation or ordinance or executive order whether central or state or local or municipal authorities, failure of GAIL or other source to supply natural gas to the CUGL and explosion in the supplier's, plant/installation, accidental damage to the supplier's reception facilities which could

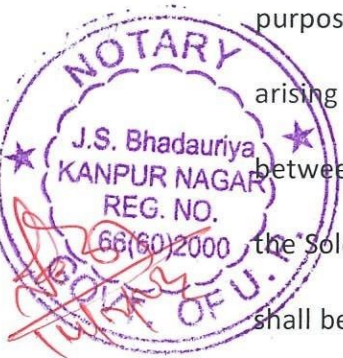
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not have reasonably been prevented or any event which the CUGL could not have prevented acting as a reasonable and prudent operator.

28. DISRUPTION/BREAK-DOWN IN PNG SUPPLY OTHER THAN THE FORCE MAJEURE

DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/executed at Kanpur for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator mutually agreed to by the parties. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be Kanpur. The cost of arbitration shall be shared equally by the parties.



GOVERNING LAW/JURISDICTION

29. The applicable law governing this Agreement shall be the laws of India and the courts of Kanpur shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

IN WITNESS WHEREOF THE HBTU AND THE CUGL HAVE HEREUNTO SUBSCRIBED THEIR HANDS

ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE

FOLLOWING WITNESSES:

Four handwritten signatures in blue ink. The first is a large, stylized signature on the left. The second is a small, simple signature. The third is a signature that looks like a large 'D' or 'L'. The fourth is a signature that appears to be "Dimes" with a horizontal line underneath.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

FOR THE HBTU

FOR THE CUGL

BY

BY

14/2/2023
 Finance Controller
 Harcourt Butler Technical University
 Kanpur-02

14.02.2023
 REGISTRAR
 Harcourt Butler Technical University
 KANPUR-208002

14/02/2023
 SUNIL KUMAR BAINS
 DIRECTOR (COMMERCIAL)
 Central U.P. Gas Limited
 7th Floor, UPSIDC, Complex
 A-1/4, Lakhanpur, Kanpur-208024

WITNESS 1:

WITNESS 1:

SIGNATURE:

SIGNATURE:

NAME:

NEEL KAMAL

NAME:

Nevin Singh

ADDRESS:

HBTU, Kanpur

ADDRESS:

7th floor, UPSIDC, Lakhanpur
Kanpur - 208024

WITNESS 2:

WITNESS 2:

SIGNATURE:

SIGNATURE:

NAME:

Kamlesh Kumar

NAME:

Rahul Dwivedi

ADDRESS:

HBTU Kanpur

ADDRESS:

7th floor, UPSIDA Complex, Kanpur

Certified that this document is
 presented before me today by
 Sri. Sunil Kumar Bains
 who is identified by Sri. Neel Kamal
 verified per identification.
 Hence Attested

Sunil Kumar Bains for Director Commercial
 CUGL, Kanpur

Govt. Notary Kanpur (Nagar)

सेन्ट्रल यू.पी. गैस लिमिटेड
(गैल (इंडिया) लिमिटेड एवं भारत पेट्रोलियम का संयुक्त उद्यम)
Ref: CUGL\MAREKTING\2022-23\HBTU



Central U.P. Gas Limited
(A Joint Venture of GAIL (India) Limited and BPCL)
Date: 26.12.2022

To,
Dean of Student Welfare (DSW)
Harcourt Butler Technical University,
HBTU East Campus, Nawabganj,
Kanpur- 208002

Sub: Piped Natural Gas (PNG) connections in 14 Nos. of HBTU hostel messes

Dear Sir,

This is with reference to above mentioned subject; we would like to introduce ourselves as City Gas Distribution Company of Kanpur (including some part of Unnao), Bareilly and Jhansi. Central U.P. Gas Limited (CUGL) is a joint venture between India's two Leading Public Sector Units, GAIL (India) Ltd. and Bharat Petroleum Corporation Limited. At present, CUGL is supplying Piped Natural Gas (PNG) to approx. 1,82,000 Residential houses, 457 commercial establishments and 123 Industrial customers.

We are very thankful for showing interest in using PNG in 14 Nos. of students' hostels' messes in east and west campus. Agreement (to be signed b/w HBTU and CUGL) along with the proposal is attached as Annexure-1. Details of financial implication is as below:

Sr. No.	Particulars	Amount (In Indian Rupees)
1	Registration Chagres (Non-Refundable)	₹42,000/-
2	LMC Charges (Refundable)*	₹17,09,833/-
3	Gas Security (Bank Guarantee)	₹ 6,50,000/-

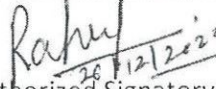
*As per Detailed terms & conditions are mentioned in attached agreement.

PNG has many advantages over LPG like Safe than LPG, Uninterrupted Supply, No Storage Required, No adulteration/Pilferage, Lower Maintenance cost, No Advance Payment and Environment Friendly.

Therefore, it is humble request to sign agreement to provide PNG connections to HBTU students hostels that will help in making HBTU campus cleaner and greener.

Thanking You

For Central U.P. Gas Limited


Authorized Signatory

Enclosure: Agreement along with Proposal as Annexure-1

रजिस्टर्ड ऑफिस : सातवाँ तल, यूपीएसआईडीसी कॉम्प्लेक्स, ए-1/4, लखनपुर, कानपुर - 208 024, उ.प्र. • दूरभाष : 0512-2585001, 2583462 • फैक्स : 2582453 • वेबसाइट : www.cugl.co.in

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in

CIN No. : U40200UP2005PLC029538

An ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 Certified Organisation

Revised LMC Cost of HBTU hostel Kanpur for Non-Domestic connection

S.No	Item Description	UOM	QTY	Material		Installation		Remarks
				Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Ball Valve 1/2"	Nos.	28	151.54	4243.12			
2	Ball Valve 1"	Nos.	28	362.26	10143.28			
3	T/F φ32 mm x 1"	Nos.	14	241.91	3386.74			
4	Supply and installation & 1" Ms Pipe	Mtrs.	30		0.00	1220.45	36613.50	
5	Supply and installation & 1/2" GI Pipe	Mtrs.	22		0.00	357.99	7875.78	
6	32 mm MDPE Pipe	Mtrs.	1000	47.85	47849.00	348.04	348040.00	
7	63 mm MDPE Pipe	Mtrs.	1200	177.88	213456.00	396.38	475656.00	
8	Diaphragm meter G-6	Nos.	14	7080.00	99120.00	1215.68	17019.52	
9	Commercial Regulator 300 mbr	Nos.	14	18290.00	256060.00	1049.90	14698.60	
10	Installation of pressure Gauge (0-1 KG)	Nos.	14		0.00	1326.20	18566.80	
11	Fencing	Nos.	14		0.00	7183.59	100570.26	
12	Tata blue sheet	Nos.	14		0.00	2099.82	29397.48	
13	RCC Marker	Nos.	60		0.00	387.64	23258.40	
14	Plate Markers	Nos.	14		0.00	277.05	3878.70	
					A		B	
					634258.14		1075575.04	
Total Cost of Connection:(A+B) Inclusive of BOCW & GST						1709833.18		

Remark:

- 1.Connectivity of Commercial & Industrial customers cost as per WO No:231000051 , DTD: 13.06.22
2. The material cost is taken from avg rate from SAP dated 02.03.22
3. Customer to follow guidelines of CUGL for downstream of commercial/industrial connection
4. The down stream piping must be tested at a pressure of 06 Kg/cm² for a duration of 24 hours and should be witnessed by CUGL/CUGL appointed agency.
5. Customer have to provide test certificates of all material installed in downstream piping as per applicable standard.
6. Customer have to provide third party inspection certificate for downstream pipeline installation through PNGRB empallened agencies before commissioning of gas.
7. Customer to provide pressure guage at the outlet of their down stream with proper vent provision
8. Customer have to provide the 01 no. of Fire extinguisher of 9Kg ABC type near meter and regulator installation.



सेन्ट्रल यू.पी. गैस लिमिटेड
(गैल (इंडिया) लिमिटेड एवं भारत पेट्रोलियम का संयुक्त उद्यम)



Central U.P. Gas Limited
(A Joint Venture of GAIL (India) Limited and BPCL)

Ref: CUGL/MARKETING/2022-23/HBTU

Date: 17/02/2023

To,
The Registrar,
Harcourt Butler Technical University,
HBTU East Campus, Nawabganj,
Kanpur-208002

Kind Attention: Prof S.K. Sharma

Subject: Banking Details of Central U.P. Gas Limited (CUGL)

Dear Sir,

With reference to above mentioned subject, MoU has been signed between Central U.P. Gas Limited (CUGL) and Harcourt Butler Technical University (HBTU) on 14th February 2023 for providing PNG connection to 14 Nos. of hostel's messes.

In accordance with said MoU, HBTU will deposit Registration charges, Last Mile Connectivity (LMC) amount and Gas security in lieu of PNG connection and supply. For deposition of charges, banking details of CUGL are mentioned below:

Banking Details:

Beneficiary Name: Central U.P. Gas Limited
Account No: 01278640000021
Bank Name: HDFC Bank
Branch Name: Krishna Tower, Civil Lines, Kanpur
IFSC Code: HDFC 0000127

You are requested to submit Registration charges, LMC amount and Gas security at above mentioned details through RTGS/NEFT/Cheque.

For Central U.P. Gas Limited

Regards,


17/02/2023

Rahul Dwivedi

Dy. Manager- Marketing

रजिस्टर्ड ऑफिस : सातवाँ तल, यूपीएसआईडीसी कॉम्प्लेक्स, ए-1/4, लखनपुर, कानपुर - 208 024, उ.प्र. • दूरभाष : 0512-2585001, 2583462 • फैक्स : 2582453 • वेबसाइट : www.cugl.co.in

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in

CIN No. : U40200UP2005PLC029538

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