

INDRAPRASTHA GAS LIMITED

(A Joint Venture of GAIL, BPCL & Govt. of NCT of Delhi)
IGL Bhawan, Plot No. 4,
Community Centre, Sector-9, R.K. Puram,
New Delhi -110022



FOR OFFICIAL USE ONLY
LEAD NO.....
B.P. NO.....

REGISTRATION/RENEWAL FORM FOR COMMERCIAL CUSTOMER FOR PIPED NATURAL GAS (PNG) CONNECTION

I/We: - wish to register/renew for Commercial Piped Natural Gas (PNG) connection as per details mentioned below

Legal Name of Company/Firm/Owner	UNIWEST INFRA TECH PRIVATE LIMITED				
Trade Name	UNIWEST INFRA TECH PRIVATE LIMITED				
Type And Nature Of Business:	CONSTRUCTION (REQUIRED FOR RESTAURANT AT THE UNIWEST ARCADE PREMISES)				
PAN No. of the company	AABCU3904D	GSTIN No. of the company:			09AABCU3904D1ZM
Name & Address Of Bank:					
Type of Firm	Proprietorship	Partnership	Pvt. Ltd.	Public Ltd.	LLP
Details Directors/ Partners					
Name	SUBODH KUMAR				
Designation	PROJECT DIRECTOR				
Mobile No(s)	9811335758				
Phone No(s)					
E Mail	LEASING1@UNIWESTINFRA.COM				
Aadhar Card No.	5459 1405 7879				
Residence address	ALAMGIRPUR DHANORA, BULANDSHAHR, UTTAR PRADESH - 203150				
Authorized Signatory	SUBODH KUMAR		Designation	PROJECT DIRECTOR	
Site Address Where PNG Supply Is Required:	KHASRA NO. 784, SALARPUR KHADAR, DADRI NOIDA MAIN ROAD, NEAR SALARPUR POLICE CHOWKI, SECTOR 102, NOIDA UP 201304				
Type of ownership, please <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Owner		Rented	
Gas Pressure Required (mbar):	2000 MBAR		C.F.	2.936	
Consumption of LPG in KG/Day	38	Daily Consumption Quantity		50	
MRS Security Deposit	1,97,051 /-		Cheque No./UTR Details		
Cheque/RTGS Date	Current price of Natural gas per SCM			59.76	
Billing Cycle, As per Article 9.2, Please <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly	Fortnightly		

Declaration:

1. I/We agree that Indraprastha Gas Limited reserves the right to accept or reject this application for registration/renewal without assigning any reason whatsoever.
2. I/WE hereby declare that the details furnished in this registration form are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately.

Date: 03.06.2024
Place: NOIDA

IGL:

Signature & Company's Stamp:
Uniwest Infratech Pvt. Ltd.

Auth. Signatory
Name & Designation
SUBODH KUMAR

(PROJECT DIRECTOR)
(SC- FO9 (MKT/I&C-P-1))

GAS SALES AGREEMENT

Between

INDRAPRASTHA GAS LIMITED

(As SELLER)

And

M/s. UNIWEST INFRATECH PRIVATE LIMITED

(As BUYER)

3rd Day of June Two Thousand and Twenty-Four

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I & C - P- 1)

1

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[Handwritten Signature]

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TABLE OF CONTENTS

ARTICLES	
ARTICLE 1	DEFINITIONS AND INTERPRETATION
ARTICLE 2	SALE AND PURCHASE
ARTICLE 3	DURATION OF AGREEMENT
ARTICLE 4	QUANTITY
ARTICLE 5	FACILITIES AND PLANNED MAINTENANCE
ARTICLE 6	DELIVERY PRESSURE
ARTICLE 7	QUALITY
ARTICLE 8	PRICE
ARTICLE 9	BILLING AND PAYMENT
ARTICLE 10	MEASUREMENTS
ARTICLE 11	DISPUTE RESOLUTION
ARTICLE 12	ASSIGNMENT
ARTICLE 13	WARRANTIES AND INDEMNITIES
ARTICLE 14	FORCE MAJEURE
ARTICLE 15	TERMINATION
ARTICLE 16	TRANSFER OF RIGHTS
ARTICLE 17	MISCELLANEOUS

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The BUYER and the SELLER are each also individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS:

- (A) The SELLER is engaged in distribution of natural gas in National Capital Territory of Delhi and National Capital Region.
- (B) The BUYER is primarily engaged in business of CONSTRUCTION (REQUIRED FOR RESTAURANT AT THE UNIWEST ARCADE PRIMISES) and desires to purchase Gas from the SELLER in NCT of Delhi (as hereinafter defined).
- (C) From time to time, the SELLER shall enter into Gas supply arrangements with its supplier's required for supply / transmission of Gas up to the Delivery Point (s) as specified in this agreement.
- (D) The Parties wish to record the terms and conditions upon which the SELLER shall sell and deliver Gas to the BUYER and the BUYER shall purchase Gas from the SELLER.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

"Agreement" means this Gas Sale Agreement, including all annexes, schedules, attachments and appendices attached hereto, as amended, modified or supplemented from time to time in accordance with the terms hereof.

"Affiliate" means, with respect to a Party, a public, private or a Government company or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Party. For the purposes of this definition, "control" means the right to cast more than fifty percent (50%) of the votes exercisable at an annual general meeting of such party (or its equivalent) or ownership of more than fifty percent (50%) 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 or as declared by the BUYER and accepted by the SELLER.

"Banking Day" means any day, other than a Sunday or any holiday as declared under the Negotiable Instruments Act, 1842, on which banking institutions are open for normal banking business.

"Bar (a)" means absolute pressure of one decimal zero one nine seven two (1.01972) kilograms per square centimeter or fourteen decimal five zero four (14.504) pounds per square inch.

"Business Day" means any day other than Sunday and that is not declared a public holiday in NCT of Delhi / NCR.

"BUYER" has the meaning set forth in the description of the Parties in the Preamble of this Agreement.

"Calibration" means, in respect of a measurement instrument, the process of determining the characteristic relationship between the values of the physical quantity applied to such instrument and the corresponding position of the relevant measurement index of such instrument and derivations of "Calibration" shall be construed accordingly.

"Contract Period" means the Basic Period or the Basic Period combined with Extension Period, if any.

"Contract Price" means the price of Gas determined in accordance with Article 8.

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ J&C- P-1) Pvt. Ltd.

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"Contract Year" means the period beginning at 0600 Hours on the Commencement Date ending immediately prior to 0600 Hours on the first Day of **January of following calendar year** and thereafter each consecutive period of twelve calendar months commencing from 0600 Hours of 1st January and ending immediately prior to 0600 Hours of the immediately following 1st January and for the last year of Contract Period, from 0600 Hours of 1st January to the last Day of the Agreement giving due consideration to any Extension Period and Termination.

"Correction Invoice" has the meaning set forth in Article 9.1(C).

"Daily Contract Quantities" or "DCQ" shall be equal to the ACQ divided by the number of Days in such Contract Year unless mutually agreed between both the Parties.

"Day" means a period of 24 consecutive hours beginning at 0600 hours on each day and ending at 0600 hours on the following day and the date of any day shall be the date at its beginning as here defined. The term daily shall mean from day to day.

"Delivery Point(s)" shall mean the first point of the inlet flange or weld or agreed mark of the BUYER's pipeline, downstream of the Measurement Facilities, at which the SELLER delivers Gas into the BUYER's Facilities located at **KHASRA NO. 784, SALARPUR KHADAR, DADRI NOIDA MAIN ROAD, NEAR SALARPUR POLICE CHOWKI, SECTOR 102, NOIDA UP 201304.**

"Delivery Pressure" has the meaning set forth in Article 6.

"Delivery Rate" means the rate of delivery of Gas at the Delivery Point by the SELLER as measured in SCM of Gas per hour.

"Disputed item" has the meaning set forth in Article 9.3.

"Due Date" has the meaning set forth in Article 9.3.

"Extension Period" has the meaning set forth in Article 3.0.

"Force Majeure" has the meaning set forth in Article 14.1.

"Fortnight" means a period commencing at 0600 hours on first day of calendar month and ending immediately prior to 0600 hours on sixteenth day of the calendar month or a period commencing from 0600 hours on sixteenth day of calendar month and ending immediately prior to 0600 hours on the first day of succeeding calendar month

"Gas" means any hydrocarbon or mixture of hydrocarbons, supplied by the SELLER, in a gaseous state at Fifteen Degree and decimal five six Centigrade (15.56°C) and one decimal zero one three two five (1.01325) Bar (a), primarily consisting of methane, and which meets with the Specifications.

"Geographical Area (GA)" is the area of commercial operations of Seller

"GPRMS" means the Gas Pressure Reduction Equipment, meter installed, the Metering skid, and other related equipment.

"Gross Heating Value" or GCV means the quantity of heat, expressed in Kcals, produced by the complete combustion in air of one (1) cubic foot of anhydrous Gas, at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch, with the air at the same temperature and pressure as the Gas, after cooling the products of the combustion to the initial temperature of the Gas and air and after condensation of the water formed by combustion.

"Government" means the central government of India, any state government in India, any local authority constituted under any act of the Parliament or state legislature and any other authority exercising any power or function in pursuance of an act of Parliament, any state legislature or any rules and regulations made there under.

Gas Sale Agreement Small Commercial

SC- F 09 (MKT/ I& C - P- 1)

5

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"Invoice Amount" has the meaning set forth in Article 9.1.

"Invoice" has the meaning set forth in Article 9.1(a).

"Month" means as calendar month commencing at 6.00 am on the first day of that calendar Month and ending immediately prior to 6.00 am on the first day of the next calendar Month.

"Off-Spec Gas" means any Gas tendered for delivery at the Delivery Point that fails to meet the Specifications.

"Planned Maintenance Program" has the meaning set forth in Article 5.5.

"Qmin" means minimum gas flow quantity that a flow meter measures as specified by the manufacturers.

"Reasonable and Prudent Operator" means a person seeking in good faith to perform its contractual obligations hereunder and, in the process of doing so and in the overall conduct of its whole undertaking, exercising that degree of diligence, prudence and foresight which can reasonably and ordinarily be expected from a skilled and experienced operator engaged in a similar type of undertaking under the same or similar circumstances, and any reference to the standard of a "Reasonable and Prudent Operator" shall mean such degree of diligence, prudence and foresight as aforesaid.

"SELLER's Facilities" means the Gas Transmission and Measurement Facilities and other equipment necessary for flow control and the processing, measurement and testing of Gas to enable delivery to the BUYER at the Delivery Point.

"Standard Cubic Meter or SCM" means one standard cubic meter of Gas, at a temperature of fifteen decimal five six (15.56) degrees Celsius and at an absolute pressure of one decimal zero one three two five (1.01325) Bar (a).

"SELLER's Operational Flexibility means, with respect to BUYER's request for Gas, the SELLER, having sufficient Gas available to meet all or any portion of the BUYER's request, taking into account, inter alia, any requests made by the other gas BUYER's provided however that the SELLER shall treat the BUYER and Other Gas BUYER's in a fair and equitable manner in allocating Gas to the BUYER. In no event, shall SELLER be obligated to install or modify or cause to be installed or modified any aspect to or of the SELLER's Facilities to accommodate such request.

"Taxes and Duties" shall be as per Article 8 of the GSA.

"Willful Misconduct" means an intentional, conscious or reckless disregard of or gross negligence of any provision of this Agreement or of prudent industry practice (and includes the failure to pay due regard to the adverse consequences of an act or omission which a Reasonable and Prudent Operator would normally foresee in similar circumstances) but shall not include any error of judgment or mistake made in good faith.

"Year" means a period of three hundred and sixty-five (365) consecutive days or three hundred and sixty-six (366) consecutive days when such period includes a twenty-ninth (29) day of February.

1.2 Interpretation

In this Agreement:

- (a) Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa and a reference to any gender shall include a reference to the other gender.
- (b) Unless the context otherwise requires, a reference to any Article, Clause, Appendix, Schedule, Attachment or Annex shall be to an Article, Clause, Appendix, Schedule, Attachment or Annex of this Agreement.

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I& C - P- 1)

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6

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- (c) The Appendices, Schedules, Attachments and Annexes form an integral part of this Agreement. In the event of any conflict between any provision of the Articles and any provision of the Appendices, Schedules, Attachments or Annexes, the provision of the Articles shall prevail.
- (d) Reference to any law or regulation having the force of law includes a reference to that law or regulation as amended, modified, supplemented extended or re-enacted from time to time.
- (e) Any reference to time shall, except where the context otherwise requires, be construed as a reference to the time in India. Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- (f) The headings of the Articles, Clauses, Appendices, Schedules, Attachments and Annexes in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- (g) The words "include or "including" shall be deemed to be followed by "without limitation" or "but not limited to".
- (h) Unless the context otherwise requires, any period of time referred to herein shall be deemed to expire at the end of the last date of such period.

ARTICLE 2: SALE AND PURCHASE

2.1 Gas Sale and Purchase

From time to time, the SELLER shall source the RLNG/Gas from its suppliers at the market determined prices. The SELLER agrees to sell and tender for delivery at the Delivery Point(s) and the BUYER agrees to receive at the Delivery Point(s) and pay for the gas quantities, at all the times, at the Contract Price in accordance with the terms and conditions of this Agreement.

During the currency of this agreement, the BUYER shall always maintain necessary alternative fuel arrangements and shall have dual fuel based equipment's/ facilities, in order to meet any exigency on account of interruption /non supply in Piped Natural Gas (PNG) supply.

2.2 Transfer of Risk and Title

Gas sold by the SELLER and purchased by the BUYER hereunder shall be tendered for delivery by the SELLER to the BUYER at the Delivery Point. Delivery of Gas under this Agreement by the SELLER to the BUYER shall be deemed completed at the Delivery Point. The SELLER shall be responsible for the title to and risk of loss of such Gas up to the Delivery Point. Beyond the Delivery Point, the BUYER shall be responsible for the title to and risk of loss of such Gas.

ARTICLE 3: DURATION OF AGREEMENT

- 3.1 This GSA shall come into force on the date it is signed and shall remain in force up to 02.06.2029. In case, there is no request from the Buyer for further extension or termination of the GSA on expiry of the contract, the GSA shall be deemed to have been extended for another 5 (five) years.

ARTICLE 4: QUANTITY

- 4.1 The BUYER agrees to buy PNG at Daily Contract Quantity (DCQ) of 50 SCM.

ARTICLE 5: FACILITIES AND PLANNED MAINTENANCE

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I& C - P- 1)

7

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5.1 BUYER's Facilities

- (a) Before the Commencement Date, the BUYER shall, with due diligence provide or procure the design, construction and installation of the BUYER's Facilities as are necessary for receiving Gas in accordance with the terms hereof.
- (b) During the Contract Period, the BUYER shall maintain, or procure the maintenance of the BUYER's Facilities, as a Reasonable and Prudent Operator.
- (c) The facilities from the outward flange of DELIVERY POINT shall be constructed, operated and maintained by the BUYER at BUYER's own cost and risk.
- (d) In case customer installs cage (as per IGL's specification) on the Metering and Regulating facilities at their cost, the keys of such cage shall be submitted to IGL only. IGL shall ensure to put proper seal on to the MRS caging.

5.2 SELLER's Facilities

- (a) Prior to the Commencement Date, the SELLER shall, at no cost to the BUYER, with due diligence cause and procure the construction and installation of SELLER Facilities.
- (b) During the Contract Period the SELLER shall procure and maintain the SELLER's Facilities in accordance with the standard of care of a Reasonable and Prudent Operator.
- (c) SELLER shall supply and install the pipeline from it's nearest distribution point up to the Metering and Regulating Station (MRS) installed for supplying gas to the BUYER. BUYER shall provide free of cost, adequate land and power connection in its premises for installation of Metering & Regulating Station.
- (d) The BUYER agrees to pay an amount of Rs. 1,97,051/- as communicated by the SELLER as an interest free Security Deposit towards the installation of dedicated MRS to deliver gas at the Delivery Point. In case, due to increase in Buyer's gas demand in future or for any other reason, Seller requires any up- gradation/amendment/replacement in Metering and Regulating Station, IGL will replace the existing meter with a suitable meter on chargeable basis. The Security Deposit amount shall be accordingly reviewed by the Seller and the Buyer shall pay the additional amount, if any, to the Seller.

5.3 The BUYER shall ensure that nobody interferes or tampers with the Seller facilities, which would remain the property of SELLER. The Buyer shall also allow the Seller's authorized representatives to it's premises to maintain/monitor the Seller's facilities. The SELLER shall be entitled to remove the said facilities on termination/expiry of the contract without any further reference to the BUYER. The Seller shall have the right to stop the gas supply immediately and forfeit the Security Deposit by due notification if the gas metering and regulating station is found tampered on visual inspection.

5.4 Access

Subject to Article 17.5, during the Contract Period, the SELLER and the BUYER shall afford to each other and their respective authorized representatives reasonable rights of access to inspect the installation, maintenance, operation and repair of BUYER's Facilities, in the case of the BUYER, and SELLER facilities in the case of the SELLER. Any abnormality observed during the inspection shall be recorded by the Seller's/Buyer's representative and shall be brought immediately to the notice of other party.

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5.5 Planned Maintenance

- (a) Parties shall be relieved of their respective obligations to deliver or to receive Gas for a Planned Maintenance period as reasonably required in relation to SELLER's Facilities and BUYER's Facilities. It is hence advisable that the Buyer shall always maintain the necessary alternative fuel arrangements and to have the dual fuel based facilities/equipment's, wherever essential.
- (b) A Party shall provide written notice to the other Party not later than seven (07) days prior to the first Day of the relevant Planned Maintenance.

ARTICLE 6: DELIVERY PRESSURE

The SELLER shall endeavor to maintain a pressure (hereinafter called "Delivery Pressure") sufficient to deliver the DCQ to the BUYER's system at the Delivery Point at a Delivery Pressure between 1.8 BAR to 2 BAR. (C/f- 2.936).

ARTICLE 7: QUALITY

- 7.1 Gas to be delivered under this Agreement shall be delivered at the Delivery Point.
- 7.2 The gas to be supplied under this GSA shall be in the commingled form.
- 7.3 If Gas offered for delivery is Off-Spec Gas, SELLER shall notify BUYER as soon as reasonably practicable after confirming that the Gas offered for delivery is Off-Spec Gas. The notice shall give details of the deficiency in meeting the Specifications and the anticipated cause and likely duration of the deficiency.
- 7.4 The BUYER shall give two hours' notice to the SELLER if it chooses to refuse to accept delivery of Off-Spec Gas. In such event, the SELLER shall forthwith suspend delivery of such Off-Spec Gas.
- 7.5 SELLER shall use its reasonable endeavors to carry out remedial works as are necessary, if any, to bring future deliveries of Gas within the Specifications as soon as possible.
- 7.6 If Gas offered for delivery is Off-Spec Gas, BUYER and SELLER shall consult and co-operate concerning such Off-Spec Gas and the proper action to be taken.

ARTICLE 8: PRICE

- 8.1 **The Contract Price for Gas** (presently in Rs. / SCM)
 - (a) The present price of Gas, as in the First fortnight of June is 59.76/- per Standard Cubic Meter of Gas, which is exclusive of all taxes.
 - (b) The Gas Price which the BUYER shall pay, from time to time, for the quantities of Gas to be sold and purchased pursuant to this Agreement will be as per the monthly invoices raised by the SELLER.
 - (c) The Buyer shall be liable to pay all Taxes & Duties levied by Government's Authority/Department or any such other body or bodies, from time to time, i.e with respect to the sale, supply, transfer, transport, storage, treatment, handling importation etc as the case may be for supply of the Gas/RLNG. If the Buyer is in any doubt or requires a clarification as to whether any Taxes & Duties are effective or imposed, as the case may be, the Buyer shall take up the matter directly with the concerned Governmental Authority/Department or any such other body or bodies without withholding the payments due to the Seller under this Contract on that account.

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(d) Any other Taxes & Duties/Charges/Fees which may have been paid by the SELLER shall be reimbursed by the BUYER. For avoidance of doubt, the BUYER shall indemnify the SELLER against any other such Taxes and Duties/Charges/ Fees which the SELLER as a result of any law, rule or policy, court's directive is or becomes obliged to pay directly or indirectly on sale, supply, transfer, transport, storage, treatment, handling importation etc towards gas supply under this Agreement.

(e) The Buyer shall also be liable to pay the Taxes/ Duties/Charges/Fees/ etc if the incidence of the same is raised even after the expiry of the agreement by any Government/Authority/Court of Law or any amount payable due to change in Government Policy/PNGRB (Petroleum and Natural Gas Regulatory Board) Decision. The Buyer hereby undertakes to pay all such levies which were due or became due during the period of the agreement but were raised after the expiry of the agreement.

8.2 The Seller shall review the Gas Price on a Quarterly Basis. However, the Seller shall have right to revise the Gas Price within the Quarter in event of major variation in Gas Pricing component(s).

ARTICLE 9: BILLING AND PAYMENT

9.1 Billing

(A) Invoices

It is clarified by the seller to the buyer that GAS meter shall record the PNG consumption in cubic meter (M³) which is there after multiply with correction factor to arrive at billable quantity of PNG in standard cubic meter (SCM). Following the end of the Month, the SELLER shall render to the BUYER the "Invoice", which shall comprise of -

- a) The total quantity of Gas taken by BUYER during the month (denominated in SCM); and
- b) The applicable price of gas;
- c) The Taxes & Duties/Charges as applicable in accordance with Article 11 which are to be paid by the BUYER on the Gas delivered during that Month.
- d) A minimum quantity of 1 SCM per day or actual quantity as per meter reading whichever is higher shall be charged according to the billing period.
***No adjustment shall be allowed against future billing cycles.**
- e) Other charges applicable, if any.

(B) Average billing

In case it is found that the meter is not working properly and the gas supply to the Buyer is continuous, the invoice for such period shall be based on average consumption as detailed below:

- i. If the customer is more than six months old than an average gas consumption of the preceding six billing cycle shall be considered.
- ii. And if the customers is less than six months old than DCQ shall be considered for billing/ invoicing.

(C) Correction Invoices

If it is determined that there is a change in the Invoice in respect of any Month, the SELLER shall promptly furnish to the BUYER by facsimile/email a correction invoice (the "Correction Invoice") in respect of such Month (and its corresponding Invoice), which shall include the details of such change.

9.2 Payment Due Date

The payment of (i) each Invoice (including any Correction Invoice shall be due by the relevant Party within fifteen (15) days from the date of such Invoice.

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I& C - P- 1)

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Payment shall only be deemed to be received when such amounts are duly credited to the other Party's designated bank account. Should either Party fail to make payment to the other Party, of any sum due hereunder, such first Party shall be liable to pay from the due date until the actual date of payment, an interest at @ 2% per month. The interest charges for the delayed period will be reflected in the subsequent invoices. The Buyer undertakes to make all the payments within the aforesaid time frame as failure in payments shall lead to termination of the agreement as contained in Article 15 of the GSA.

9.3 Disputed Item/Amount

If the BUYER disputes any amount, quantity, value or sum in the Invoice & Annual Statement of Settlement ("the disputed item"), the BUYER shall notify the SELLER within three (3) days of the date of such Invoice & fifteen (15) days of Annual Statement of Settlement. The notice shall specify the disputed item and the reasons why the BUYER disputes that item. However, Buyer undertakes that where any amount is in dispute, the entire amount due (including the Disputed item) shall be cleared by the Buyer within Due Date and thereafter, the SELLER and the BUYER shall resolve the dispute relating to the Disputed item in accordance with Article 11.

Upon resolution or determination of any such Disputed item, if any amount is to be paid or reimbursed by one Party to the other Party, then such adjustment shall be made by debiting or crediting the immediately following Invoice, together with interest at the then applicable State Bank of India's base rate (SBIBR) (highest one during the delay period) plus six decimal two five percent (6.25%) per annum accruing on daily basis and compounded annually by the other Party up to the date of resolution or determination pursuant to Article 11.

9.4 Payment currency

Payments by the BUYER under this Article 9 shall be made in Indian Rupees.

9.5 Payment Instructions

To ensure that all the payments are made within due date, the BUYER shall pay the entire Invoice Amount of any Invoice or Correction Invoice directly to such bank account(s) of the SELLER, as instructed by the SELLER to the BUYER along with each such Invoice from time to time.

9.6 Payments Security

- (a) The BUYER agrees to buy PNG at Daily Contract Quantity (DCQ) of 50 SCM. The BUYER shall also submit and maintain an interest free Security Deposit towards PNG consumption, as determined by the SELLER, equivalent to the value of the estimated quantity of gas required by the BUYER for 60 days, in the form of a Cheque / Demand Draft in favor of Indraprastha Gas Limited, payable at Delhi. The said deposit shall be payable by the BUYER to the SELLER prior to the date of commissioning of PNG supply.
- (b) The Security Deposit against PNG consumption shall be reviewed by the SELLER by end of each financial year. If on such review, any additional amount is payable by the BUYER on account of increase in consumption/price, the BUYER shall pay the same to the SELLER within 7 (seven) days from the date of intimation by the SELLER in this regard.
- (c) If the Buyer fails to pay any amount due under this GSA, the Seller would be entitled to adjust the aforesaid Security Deposits against the outstanding payment and shall deal as per the provisions contained in Article 15 of the GSA.

ARTICLE 10: MEASUREMENTS

Gas Sale Agreement Small Commercial

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11

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10.1 The volume of GAS supplied under the CONTRACT shall be measured by flow meter, at Gas Metering Station located at BUYERS' premises. The measurement shall include all corrections in installation practices recommended for accurate metering of GAS by the AGA (American Gas Association) Gas Measurement Committee Report No. 3/7 and shall be binding on the parties hereto. Heating Value of GAS shall be computed as per ASTM's (American Society of Testing Materials) latest method for measuring calorific value of dry GAS.

10.2 The SELLER shall arrange a calibration of flow meter as per approved calibration policy of IGL and from NABL Accredited Laboratories, Present Calibration policy is as under:

Sl No	Meter Type	Calibration Frequency
1	All RPD and Turbine	Every 5 years
2	All diaphragm (>G1.6)	Every 8 Years
3	Diaphragm (G1.6)	Checking in – house performance of G1.6 meter in the ratio of 1:10000 per year against mater meter calibrated from an approved laboratory

In case the BUYER has any concern on the functioning of Seller's flow meter, it shall inform the same to the SELLER in writing and may request for rechecking/recalibration of the flow meter. After examining such request from the Buyer, if required, the Seller shall make necessary arrangements for recalibration/testing. The cost of such special test/calibration shall be borne by the SELLER if the percentage of inaccuracy is found to be more than two (2) percent, but the cost of such special test shall be borne by the BUYER if the percentage of inaccuracy is within two (2) percent.

10.3 If on calibration, the SELLER's meter registers a variation of more than + 2 (two) percent or if the SELLER's meter is out of service, the following procedure in order of priority whichever is feasible for arriving at the quantity of GAS supplied during the period between last calibration and the present one shall be followed:

- i) by using the recording by the check flow meter of the BUYER if installed and accurately registering; or
- ii) if 10.3(i) is not possible, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
- iii) if neither 10.3 (i) nor 10.3 (ii) is possible, by estimating the volume of GAS delivered by comparison with deliveries during period under similar conditions when the SELLER's meter was registering accurately.

10.4. The period to which the above corrections will apply will be the period during which the SELLER's meter has gone wrong if the same is known or is agreed upon mutually between the parties. If the period is not known the correction shall be made for a period equal to half the time lapse since the date of preceding proving calibration test, provided the correction period does not exceed sixteen (16) days.

10.5 In any case, if at the time of calibration the meter error exceeds +/-one (1) percent it will be recalibrated.

ARTICLE 11: DISPUTE RESOLUTION (status of gas supply need to explore during arbitration period)

11.1 The SELLER and the BUYER shall make every effort to resolve amicably, by direct informal negotiations, any disagreement(s) or the dispute(s) arising between both the parties in relation to or in connection with this Agreement, directly or indirectly, whether during the pendency of the Agreement or thereafter.

11.2 If any dispute or difference of any kind whatsoever shall arise out of/or related to this Agreement

(and whether before or after the termination or breach of this Agreement) parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

- 11.3** In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory amendment/modification thereof. On invocation of the Arbitration clause by either Party, IGL may suggest a panel of three independent and distinguished persons and inform the same to the other party, other party to select any one among them to act as the sole arbitrator. In the event of failure of the other party to select the sole arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole arbitrator by the other party shall stand forfeited and IGL shall have right to proceed with the appointment of the sole arbitrator. In such case, the decision of IGL on the appointment of Sole Arbitrator shall be final and binding on the parties. The Parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.
- 11.4** During the course of Arbitration proceedings, if the Arbitrator vacates the office for any reason whatsoever, then the next Arbitrator shall carry on the proceedings where his predecessor has left.
- 11.5** The decision of the arbitrator shall be final and binding on both the parties. The place of Arbitration shall be New Delhi and the language of the arbitration should be English.
- 11.6** Notwithstanding any other court or courts having jurisdiction to try any suits arising out of this agreement, it shall be the court of competent jurisdiction at New Delhi only which shall be competent to try such suits (including the arbitration) to the exclusion of all other courts of the country.

ARTICLE 12: ASSIGNMENT

12.1 Assignment with Prior Consent

Subject to Articles 12.2, the rights or obligations hereunder shall not be assigned or transferred as in part or in whole by the Buyer without the prior written consent of the Seller. No assignment shall be effective unless the Seller shall have agreed in writing to be bound by all the terms and conditions of this Agreement and to assume all of the assignor's rights and obligations under this Agreement.

12.2 Assignment of rights for security

- (a) Notwithstanding the foregoing and without the prior written consent of the BUYER, the SELLER may, by notice to the BUYER, assign:
- (x) All or part of its rights under this Agreement to any bank or lending institution which provides financing to the SELLER, or
 - (y) Its rights to claim in respect of any Invoice, Correction Invoice, or Annual Statement of Settlement.

ARTICLE 13: WARRANTIES AND INDEMNITIES

13.1 SELLER's representations and warranties

The SELLER represents and warrants (which representations and warranties shall survive the execution and delivery of this Agreement) to the BUYER that,

- (i) it shall have legally valid and enforceable title to all Gas tendered for delivery at the Delivery

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I & C - P- 1) 13

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Point and that the Gas so tendered at the Delivery Point will be free from all encumbrances, liens, charges, any security interests that would prevent it 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 SELLER to the BUYER; and

- (i) it shall be the owner or operator in respect of the SELLER's Facilities and that it shall have the requisite infrastructure, facilities to perform its obligations under the Agreement and shall maintain the adequacy of its facilities during the period of the Agreement.

13.2 SELLER's indemnity

The SELLER shall pay all Taxes & Duties with respect to purchase of Gas from its Gas supplier / transporter under this Agreement and shall indemnify and hold harmless the BUYER against and from any and all loss, damages, expenses and claims relating to Gas supplied by the SELLER under this Agreement, or for all Taxes and Duties applicable prior to delivery / supply of Gas at the Delivery Point.

13.3 SELLER's Covenants

- (i) The SELLER shall ensure that all approvals, licenses, permissions, safety arrangements, consents and authorizations that are necessary to enable it to perform its obligations under this Agreement remain valid and effective through the Contract Period of this Agreement and it shall obtain any additional approvals, licenses, permissions, consents and authorization that are required to enable it to perform its obligations under this Agreement.

13.4 Parties' representations and warranties

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

- (i) It is duly incorporated and validly exists under the laws of its place of incorporation and has the power, capacity and authority to own its assets and to conduct its business as currently conducted and as contemplated herein;
- (ii) This Agreement has been duly executed by it and is a legal, valid and binding document enforceable against it in accordance with its terms;
- (iii) The execution of this Agreement does not violate any law, or any document constituting the Party, or any Permit granted to such Party or any agreement to which such Party is a party;
- (iv) It will always act as a Reasonable and Prudent Operator.
- (v) It confirms that there does not exist any Event of Default or potential Event of Default that has occurred and is continuing.
- (vi) It confirms that all its representations and warranties set forth in this Agreement are independent of each other and true, complete and correct in all respects at the time as of which such representations and warranties were made or deemed made.

13.5 BUYER's indemnity

- (a) The BUYER shall pay all Taxes and Duties subsequent to the purchase of Gas under this Agreement and shall indemnify and hold harmless the SELLER against and from any and all loss, damages, expenses and claims relating to Gas delivered by the SELLER under this Agreement, or for Taxes and Duties or other charges thereon applicable on receipt or after delivery of Gas at the Delivery Point.

13.6 BUYER's Covenants

- (a) The BUYER shall ensure that all approvals, licenses, permissions, consents and authorizations that are necessary to enable it to perform its obligations under this Agreement remain valid and effective through the Contract Period of this Agreement and shall obtain any additional approvals, licenses, permissions, consents and authorizations that are required to enable the BUYER to perform its obligations under this Agreement.
- (b) The BUYER at its sole risk and expense maintain all arrangements required for the transmission of Gas from the Delivery Point. Inadequacy or defaults related to such arrangements shall not excuse the BUYER's obligations under this Agreement.
- (c) Except in the case of a force Majeure event affecting the BUYER's Facilities (pursuant to Article 14), the BUYER shall not be relieved of any of its obligations under this Agreement.

13.7 Indemnities

- (a) Breach of Representation and Warranty

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 endeavor to mitigate the impact of such inaccuracy of any representation or warranty and minimize the damages, losses, penalties, expenses and costs arising there from.

- (b) Each Party shall defend, indemnify and hold harmless the other Party from and against any and all losses, damages, penalties, costs and expenses on account of any claims, demands, proceedings or judgments brought by any third party (including employees of either Party) or any Government authority, caused by or resulting from or attributable to the installation, existence, ownership, possession, operation or maintenance of the Party's Facilities including but not limited to any loss or harm to the environment or any death, injury or illness (arising out of the operation of this Agreement) caused to or suffered by any employee of the Parties or its Affiliates howsoever caused or arising and shall indemnify and hold harmless the other Party against any and all costs, damages or expenses whatsoever incurred by the Party in respect of any claims, demands, proceedings or cause of action arising in connection with any such death, injury or illness caused or suffered by any employee of the Party or its Affiliates except to the extent caused by the Willful Misconduct or negligence of the other Party.

ARTICLE 14: FORCE MAJEURE

14.1 Events of Force Majeure

14.1.1 No failure, delay or omission by either Party to fulfill any of its obligations under this Agreement (other than the obligation to make payments when due) shall give rise to any claim against such Party or be deemed to be a breach of this Agreement if and to the extent such failure, delay or omission arises from, or continues as a consequence of, any of the following events, or any combination thereof (each an event of "Force Majeure"), which include:

- (a) fire, flood, atmospheric disturbance, cyclone, lightning, storm, tidal wave, hurricane, tornado, earthquake, landslide, epidemic or other acts of God;
- (b) war (whether declared or not), riot, civil war, blockade, insurrection, acts of public enemies or civil disturbance;
- (c) Acts/orders/rules/regulations/bylaws/notifications of the Government or any other Authority (including Petroleum & Natural Gas Regulatory Board) and any judgment by the Court of Law which makes this agreement non-operational;

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I & C - P- 1)

15

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- (d) this agreement is subject to Seller's Gas supply arrangement with its Gas transporter/supplier and any disruption in the entire Gas supply chain for any reason whatsoever, not attributable to the Seller, shall be treated as Force Majeure condition.

14.2 Non-performance not excused for either Party

Notwithstanding the provisions of Article 14.1 or 14.2, neither Party shall be entitled to claim relief by reason of Force Majeure for:

- (a) obligations of such Party that are required to be completely performed prior to the occurrence of the event of Force Majeure;
- (b) the failure of such Party to maintain its facilities or equipment in accordance with the standards of a Reasonable and Prudent Operator; or
- (c) late performance caused by failure of such Party or its contractors or subcontractors to engage qualified contractors and suppliers or to hire an adequate number of personnel, except where such failure is due to Force Majeure.

14.3 Notice and resumption of normal performance

(a) **Give Notice**

- (i) Promptly upon the occurrence of an event that a Party considers may subsequently lead it to claim Force Majeure relief under this Agreement, such Party shall give notice to such effect to the other Party, describing such event and the obligations the performance of which could be delayed or prevented thereby.
- (ii) A Party claiming relief on account of Force Majeure shall promptly after obtaining the relevant details regarding such Force Majeure, give notice to the other Party of the event or circumstances giving rise to such Force Majeure and give notice to the other Party of the cessation of Force Majeure so as to enable such other Party the opportunity to mitigate any consequence of such event of Force Majeure provided that any failure to give such notice shall not deny the Party claiming Force Majeure relief from such Force Majeure pursuant to the terms of this Agreement.

(b) **Provide Report**

Promptly after issuance of a notice, but in any event not later than [thirty (30)] days after such notice, under paragraph (a) above, the Party claiming a Force Majeure shall provide the other Party with a full report about the Force Majeure including particulars of the event or circumstance, a general description of the obligations it is likely to affect, an estimate of the likely duration of the effect of such event of Force Majeure and a statement of the steps and time believed necessary to remedy and/or overcome any resultant failure to fulfill the obligations excused by such Force Majeure.

(c) **Provide Access**

The Party claiming a Force Majeure shall forthwith, where practicable, give or procure for the other Party access to the scene of the event, which gave rise to the Force Majeure for inspection. Provided that the expense and risk of such access and inspection shall always be that of the requesting Party.

(d) **Provide Updates**

The Party claiming a Force Majeure shall, inform time to time thereafter, at reasonable intervals, and upon the reasonable request of the other Party, give to the other Party further information of the kind described in Article 14.3(b).

(e) **Resume Performance**

The Parties shall exercise reasonable diligence to resume normal performance of this Agreement after the occurrence of an event of Force Majeure. Prior to resumption of normal performance, the Parties shall continue to perform their obligations under this Agreement to the extent not prevented by such event of Force Majeure.

- (f) **Act in Good Faith**
In relation to all matters affected by a Force Majeure, each Party shall exercise its rights under this Agreement in good faith.
- (g) **Endeavor to mitigate**
For all matters affected by an event of Force Majeure, the Parties shall consult with a view to ending the Force Majeure and to mitigating the effects thereof during the period of Force Majeure.

14.4 Force Majeure Event Exceeds 30 Days

Notwithstanding anything contained herein above, if an event of Force Majeure occurs and is likely to continue for a period in excess of thirty (30) days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in the circumstances.

ARTICLE 15: TERMINATION

15.1 This Agreement may be terminated at any time before expiry of the Agreement Period with the mutual consent of the parties. Buyer shall be liable to pay all the claims raised by the Seller in case of termination of this agreement prior to the expiry date of the agreement until unless waived off by the Seller in writing to the Buyer. The Buyer shall take no dues certificate from IGL before vacating the premises and concerned station head shall ensure towards the same before termination of the agreement with the lessee. The seller shall have the right to remove its assets during the period of non-occupancy of the premises. In case, reason for termination of this agreement is not attributable to Seller then either full or partial amount shall be deducted from the Interest free refundable Metering Security Deposit as per the following schedule:

Sr.No.	Duration	Deductible Amount
1	Termination prior to commencement of gas supply, but after completion of RFC	Full value of SD amount deposited with Seller by the date of termination.
2	Termination after commissioning to six month of commencement of gas supply	30% of SD amount deposited with Seller
3	Termination after six month to 12 th month of commencement of gas supply	10% of SD amount deposited with Seller
4	Termination after 12th month of commencement of gas Supply.	No deduction

15.2 SELLER's Failure to Deliver Gas

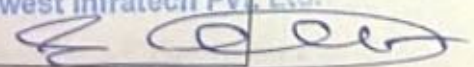
Once the gas supply is started by the SELLER at the BUYER'S premises and thereafter if the SELLER fails (other than as a consequence of BUYER's default) to tender for delivery any quantity of Gas in any consecutive 365 day period, the BUYER may, at its sole option, terminate this Agreement upon not less than thirty (30) days prior written notice to SELLER and without right to claim any compensation from the Seller.

15.3 BUYER's Failure to Pay

- (a) If the BUYER fails to make full payment of any Invoice due under this Agreement to the SELLER within a period of fifteen (15) days from the Due Date of such payment, then, upon not less than Two (2) days prior written notice by the SELLER to the BUYER, the SELLER shall be entitled to suspend deliveries of Gas to the BUYER until such defaulted payments with interest (under Article 9.3) shall have been paid to the SELLER. If BUYER continues to be in default and does

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not make full payment of an Invoice (as required by Article 9.3) then the SELLER may by serving a 15 days' notice to BUYER be entitled to terminate this Agreement.

- (b) If the BUYER breaches any its obligations under Article 9.6, including the obligation to issue, maintain, renew, replenish, restore and reinstate Security Deposit as agreed in accordance therewith, then the SELLER shall by serving a Two (2) day notice to the BUYER have the right to suspend deliveries unless the BUYER remedies the breach. If the BUYER continues to be in default under Article 9.6, then the SELLER may by serving a 15 days' notice to the BUYER be entitled to terminate this Agreement.

15.4 BUYER's Failure to Take Gas

If the BUYER fails (other than as a consequence of Force Majeure or the SELLER's default) to take fifty percent (50%) or more of the cumulative DCQ during a period of One Hundred Eighty (180) consecutive Days in any 365 day period, then without prejudice to any other rights or remedies that the SELLER may have under this Agreement or law, the SELLER may, at its sole option, terminate this Agreement upon not less than thirty (30) days prior written notice to the BUYER.

15.5 Pilferage/ Tampering:

i In case of suspected tampering of the Flow Meter, the Flow Meter shall be replaced by the Seller's with another flow meter in presence of the Buyer's representative and the said tampered flow meter shall be sealed in a box with joint signature of the Buyer's & Seller's representatives. No advance notice shall be served to the Buyer for replacing the flow meter in case of suspected tampering of the Flow Meter. Buyer shall be required to provide a short shutdown for replacement of the flow meter as and when informed by Seller. At all the times of removal of the flow meter, the Seller shall inform in writing to the Buyer about the reasons for removal of the Flow Meter. In case the Buyer's representative at any stage is absent and/or refuses to sign, it shall be presumed that the Flow Meter has been tampered and the Flow Meter without the signature of the Buyer's representative will be sent for further inspection and/or calibration, as provided hereinafter, by the Seller. The Buyer, in such an event, shall accept the actions taken by the Seller as final.

- a) The Flow Meter so removed shall be sent for third party inspection and calibration at a calibration lab, which is recognized at national level. The date & place of calibration of the Flow Meter shall be informed to the Buyer in advance and the Buyer may depute its authorized representative to be present at the lab at its own cost. The reports issued by the lab shall be duly signed by the representative of the Seller and the Buyer, if available and present at that time of issue of said reports. In case, the representative of either Seller or the Buyer is not available, the lab shall thereafter send the report to the Seller by post.
- b) The Flow Meter shall be considered as tampered, if any of the seals on the Flow Meter is found disturbed/ broken or missing and/ or any of the settings, parts inside the Flow Meter are found disturbed or changed irrespective of the calibration results. However, if all the seals and parts are found to be normal and only calibration results are found to be having deviation from usual, the Flow Meter will not be considered as tampered and only calibration error will be taken into account, as per the provisions of this Contract.

i In case the Flow Meter is found tampered, the following penal actions shall be initiated against the Buyer, which are without prejudice to the other legal rights available to the Seller:

- a) Within reasonable time after the receipt of inspection & calibration report, a show cause notice shall be issued by the Seller to the Buyer to explain why the penal action should not be initiated against the Buyer for tempering of the Flow Meter.
- b) The Buyer shall be required to provide a written reply within 15 (Fifteen) days from the date of issue of the said Show Cause Notice.

Gas Sale Agreement Small Commercial

IGL:

SC- F 09 (MKT/ I& C - P- 1)

18

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- c) The Seller shall review the Buyer's reply to the Show Cause Notice, if submitted.
- d) If the reply provided by the Buyer is not found satisfactory and/or tenable and meter tampering is established by the Seller, then the Gas supply shall be discontinued immediately after issuance of a written notice to that effect by the Seller to the Buyer. The Buyer shall be liable to pay the meter tampering charges to the Seller for the period of meter tampering.
- e) For ascertaining the period of meter tampering, the Gas drawl data/ data from EVC data as available shall be reviewed. The consumption data (over the previous three months) shall also be compared with consumption recorded just after the replacement of the Flow Meter. The day or time from where Gas drawl has gone below the normal Gas drawl by the Buyer (without any shutdown or otherwise explainable reasons to the satisfaction of the Seller) to the day of replacement of Flow Meter shall be considered as the period of meter tampering.
- f) Once the period of meter tampering is established, then peak flow recorded during three (3) months prior to period of meter tampering shall be taken and that will be treated as quantity of Gas actually consumed by the Buyer during the period of meter tampering. The difference between this peak quantity i.e. Highest per day Gas flow/ quantity as recorded during the previous three (3) months prior to period of meter tampering and the already billed quantity in this period, shall be difference quantity or the short fall quantity, to be charged from the Buyer at Two (2) times the Excess over-drawl quantity (i.e. quantity over and above DCQ) and a claim will be raised by the Seller on to the Buyer accordingly.
- g) However, in case if the gas consumed by the customer is less than three months from the period of tampering then in such cases, actual gas consumption by the customer shall be treated as over and above 20% of DCQ during the period of meter tampering and a claim will be raised by the Seller on to the Buyer accordingly.
- h) The Buyer is also liable to pay the Meter tampering charges which shall be equivalent to 50% of MRS security deposit (as specified in 5.2 above).
- i) Once Gas supply is stopped because of meter tampering, the Seller may consider restoration of Gas supply, only when the Buyer pays the full Meter tampering charges and other charges, calculated as above, and also issues a written apology and an undertaking that such an event of meter tampering shall not be repeated in future. Further, before restoration of supply of Gas, in addition to liquidation of all the dues, the Buyer shall be liable to pay an amount of Rs. 50,000/- (fifty thousand only) as charges for restoration of Gas supply.
- j) For the entire period of disconnection under the Buyer agrees to pay DCQ charges, which shall be calculated as per Article 4.1. The Buyer further agrees that the gas supply shall not be commenced by the Seller till such time the Buyer liquidates the DCQ charges as applicable under this Article".
- k) In case the BUYER refuses to pay the SELLER all losses / penal charges, than the SELLER shall have the right to forfeit the Security Deposit received from the BUYER including right to terminate the agreement as per Article 15.5 of the GSA. Besides the same, the SELLER may also initiate the legal proceedings as per the suitable provisions of the LAW.

15.6 Other grounds for termination

If :

- a) Pilferage/tampering with SELLER's Pipeline network, Metering & Regulating facilities (as specified in clause 15.5 of this agreement); or
- b) If at any stage, the SELLER discovers that the BUYER entered into this GSA with the SELLER by fraudulent means or suppressing vital information; or

Gas Sale Agreement Small Commercial

SC- F 09 (MKT/ I& C - P- 1)

19

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- c) The Buyer is liable to give an advance notice of not less than 120 days to Seller, if the Buyer is shifting all its existing operations (for which the BUYER has entered into this GSA with the SELLER) outside the Geographical area of Seller. The Seller may at its sole discretion consider the request made by Buyer within 90 days after receipt of request by the Buyer.
- d) In case of insolvency of the BUYER; or
- e) an order is made for the winding-up of either Party; or
- f) creditors of either Party or other third parties initiate(s) any legal proceedings (save as in the case of amalgamation or reconstruction, a notice of which has been given to the other Party) for the winding-up or dissolution of such Party and such legal proceedings are admitted by a competent court and continue without being dismissed or without any injunction being granted over such proceedings for a period of one hundred and twenty (120) days by such court or the relevant appellate court; or
- g) Either Party or its shareholders approve in a duly convened shareholders or board meeting (save as in the case of amalgamation or reconstruction, a notice of which is to be compulsorily given to the other Party) the winding-up or dissolution of such Party; or
- i) a liquidator, receiver, or similar officer is appointed for the whole or a material part of the assets of either Party, or
- j) either Party fails to remedy any material breach of this Agreement and, if that breach is capable of remedy, fails to remedy that breach within 15 (Fifteen) days of notice it receives from the other Party of that breach, then the other Party may, without prejudice to any of its claim, remedy, suit or right of action, terminate this Agreement by notice in writing.

15.7 Effect of Expiry or Termination

- (a) Upon termination of this Agreement, the respective rights and obligations of the Parties shall cease to have any effect, subject to Article 15.7 (b) below.
- (b) Termination of this Agreement for any reason shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to the date of such termination.

16. TRANSFER OF RIGHTS

16.1 The Seller may at any time transfer or assign its rights and obligations under the agreement to any other company or business concern by giving notice in writing to the Buyer. Provided such transfer or assignment shall not discharge the transferee or assignee from the obligations herein contained.

16.2 The Buyer may, subject to approval of the Seller in advance in writing obtained, transfer and assign its rights and obligations under the agreement to any other corporation or company. Provided such transfer or assignment shall not discharge the transferee or assignee from the obligations herein contained.

16.3 Provided further that the Buyer shall first make payments of all invoices issued by the Seller for supply of the Gas in full thereon for delayed payments including interest, if any, before applying for approval of transfer and assignment as aforesaid to the Seller. The Seller shall issue No Objection Certificate (NOC) to Buyer after receivables of dues by Buyer. In the event of the failure on the part of the Buyer to make full payment for gas supplied, the Seller reserves the right to discontinue supply of Gas either to the Buyer or to its transferee or assigns and without prejudice to any other rights which the Seller maybe having under the terms of the Agreement or otherwise.

16.4 The Buyer agrees that the request for Change of location of its plant could be permitted from one location to another for the same ownership/ management, subject to the following:

- i) Change of location of the plant to be permitted only when the boundary of the new plant is clearly defined.

- (ii) Supply of gas at the new location should be technically feasible.
- (iii) The Buyer to submit/ undertake to submit other documents, as required by the Seller.
- (iv) The Buyer to pay (in advance) expenses on account of shifting/ dismantling of existing infrastructure/ new infrastructure to be created for supply of Gas, as conveyed by the Seller.
- (v) Liquidation of dues, if any, before consideration of request.

ARTICLE 17: MISCELLANEOUS

17.1 Entire Agreement

This Agreement shall constitute the full Agreement between the Parties and shall supersede all prior negotiations, representations, proposals and Agreement, whether oral or written, regarding the subject matter of this Agreement.

17.2 Amendment

Any amendment to this Agreement or any of its provisions shall be valid and binding only if both the Parties of this Agreement approve of it in writing.

17.3 Waiver

No waiver by any Party of any default by the other Party in performance of this Agreement shall operate as a waiver of such default of that Party unless the same is in writing and signed by duly authorized representatives of such Party. No delay by either Party in exercising its rights hereunder shall be treated as waiver thereof.

17.4 Consequential Damages

Except as otherwise specifically provided herein, neither Party shall be liable for any indirect, incidental or consequential loss or damage or loss of opportunity or profits.


17.5 Confidentiality

Each Party agrees and undertakes that at all times such Party and its respective employees and representatives shall keep in strict confidence all information and data furnished to it or obtained by it pursuant to this Agreement, including the terms and conditions of this Agreement, except as and to the extent that the other Party consents in writing to the disclosure of such data, information or terms. This Article shall not apply to, data or information:

- (a) which, at the time of its disclosure, is in the public domain as evidenced by printed publication or otherwise;
- (b) which is required to be produced by law or before any governmental authority or the Government or any court or judicial authority of competent jurisdiction or the rules of the stock exchanges on which the shares and other securities of a Party are listed;
- (c) which is obtained by a party from a third party who is lawfully in possession of such information or data and not subject to any contractual or fiduciary relationship which would preclude its disclosure;
- (d) where required by a bank or other financial institutions hereinafter referred to as financier (which expression shall include the employees, agents and consultants of such bank or other financial institutions) which is providing finance to the Party in whole or part on the security of a charge or other encumbrance or other such disclosing Party's interest in this Agreement, provided that the financier has entered into a written agreement with the disclosing Party agreeing to keep such information confidential; and
- (e) to bonafide consultants of the party provided that such consultants have entered into a written agreement/undertaking with the disclosing Party agreeing to keep the information confidential.

The provisions hereof shall survive for a period of two (2) years after the termination of this Agreement.

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17.6 Severability

If any provision or Article of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect; provided however that if a provision is held to be invalid or unenforceable, the Parties shall negotiate in good faith to adopt a replacement provision to carry out, in effect, the Parties original intention to the extent permitted by applicable laws.

17.7 Amendment of GSA under any change in Law/Court's Decision/Government Policy/Regulatory Requirement:

Upon the occurrence of any change in Law (including any change in judicial/quasi-judicial interpretation or application of any Law) and/or any Directive/Policy of Government of India or Petroleum & Natural Gas Regulatory Board (PNGRB) or any Court's Directive/Order (including matter related to 'Pooled Price' mechanism), which necessitates or requires the Seller to amend the GSA, the Buyer acknowledges and agrees that the GSA shall be amended or modified by the Seller to give effect to such change in Law and/or Directive/Policy, and any and all effects of such amendments shall be binding on the Buyer (including escalation/imposition of any additional charges or costs) with effect from the date on which such amendments or modifications come into force.

17.8 Governing Law

This Agreement shall be governed and construed in accordance with the laws of India including without limitation, the relevant central and state acts and the rules, regulations and notifications issued and amended there under from time to time.

17.9 Time Limit for Unforeseen Claims

Under no circumstances shall any claim of the Buyer be entertained by the Seller if the same is not raised within a month of the cause of action of that claim occurring. The Buyer shall be deemed to have waived off it's right to claim the same if the claim is not raised within a month from the date of cause of action from such claim occurring. .

17.10 Notices

All notices or requests provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by Speed post return receipt requested, or by facsimile transmission, addressed as follows and shall be deemed received (x) three (3) days from dispatch if delivered by Speed post, or (y) on the date of delivery if personally delivered or in the case of facsimile on the date of transmission provided a confirmation of receipt is obtained within normal business hours, otherwise on the following Business Day.

(i) If to the SELLER:

Sr. VP-PNG Marketing
Indraprastha Gas Limited
IGL Bhawan, Plot No 4, Community Centre, Sector 9
RK Puram, New Delhi - 110022

(ii) If to the BUYER:

UNIWEST INFRATECH PRIVATE LIMITED
KHASRA NO. 784, SALARPUR KHADAR, DADRI NOIDA MAIN ROAD, NEAR SALARPUR POLICE
CHOWKI, SECTOR 102, NOIDA UP 201304.

Or to such other address or facsimile number or to the attention of such other person as such Party may designate by written notice to the other Party.

17.11 Contract Review

If circumstances arise which were not foreseen at the outset of the execution of this Agreement, the Parties shall agree to meet and discuss such circumstances in good faith, and shall take actions appropriate to alleviate or eliminate such circumstances or the effects thereof.

17.12 Survival

The provisions of this Agreement relating to the rights and remedies, and the exercise thereof, referred to in Article 15 shall survive the termination of this Agreement. Further, Article 11.3 (Arbitration) and Article 17.5 (Confidentiality) shall survive the termination or expiry of this Agreement up to the period, if any, as may be specified.

17.13 Effect of Signing

Subject to Article 5.1, this Agreement shall be effective and of full force as of the date first written on page 1 of this Agreement when each of the Parties shall have duly executed the same.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as of the day and year first above written on the first page of this Agreement.

Signed for and on behalf of

Indraprastha Gas Limited

(-----)

Sr. VP PNG Marketing

In the presence of:

(GM-Marketing)

In the presence of:

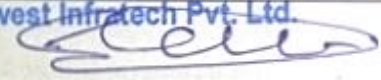
(AGM-Marketing)

In the presence of:

(Area Marketing Officer)

Signed for and on behalf of

M/s. UNIWEST INFRA TECH PRIVATE LIMITED
Uniwest Infratech Pvt. Ltd.



Auth. Signatory

(-----)

In the presence of:

Witness_1

Signature:

Name:

Contact No.


Naveen Kumar

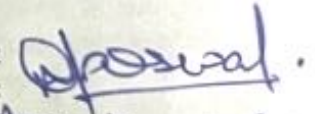
Naveen Kumar
9818759076

Witness_2

Signature:

Name:

Contact No.

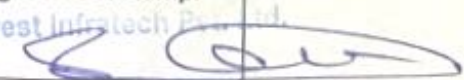

Arun Kumar Pooval
9810688846

IGL:

[Empty box for IGL signature]

Customer Signature & Stamp:

Uniwest Infratech Pvt. Ltd.



Auth. Signatory



Noida - Sector 45 Branch
Prateek Stylome, Sector 45, Noida, Dist: Gauttam Buddh Nagar, Uttar Pradesh - 201303
RTGS / NEFT / IFS Code : ICIC0007780

VALID FOR THREE MONTHS ONLY
04 06 20 24
D D M M Y Y Y Y

OR ORDER

Pay **INDRAPRASTHA GAS LIMITED**

Rupees **One lakh ninty seven thousand fifty one rupees** / -

₹ **1,97,051 / -**

FOR UNIWEST INFRA TECH PRIVATE LIMITED

A/c No. 778005000077

CABUS CBS
BUSINESS BANKING : NEW CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

01/5/23



AUTHORISED SIGNATORIES
Please sign above

Sofest

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SESHAASAI (K) / CTS - 2010



Noida - Sector 45 Branch
Prateek Stylome, Sector 45, Noida, Dist: Gauttam Buddh Nagar, Uttar Pradesh - 201303
RTGS / NEFT / IFS Code : ICIC0007780

VALID FOR THREE MONTHS ONLY
04 06 20 24
D D M M Y Y Y Y

OR ORDER

Pay **INDRAPRASTHA GAS LIMITED**

Rupees **One lakh only** / -

₹ **1,00,000 / -**

FOR UNIWEST INFRA TECH PRIVATE LIMITED

A/c No. 778005000077

CABUS CBS
BUSINESS BANKING : NEW CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

01/5/23



AUTHORISED SIGNATORIES
Please sign above

Sofest

⑈000780⑈ 1102293641: 000077⑈ 29

SESHAASAI (K) / CTS - 2010

131