

INDIA NON JUDICIAL

Chandigarh Administration

e-Stamp

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Certificate Issued Date

Certificate Issued By

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Barber

Second Report

SECONDARY

Stamp Duty I and II

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NEWIMPACC (GV)/ chspicg07/ E-SAMPARK SEC-07/ CH-CH
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SATINDER SINGH
Article 5 Agreement or Memorandum of an agreement
Not Applicable
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(Zero)
INDIAN OIL CORPORATION LIMITED
PUNJAB ENGINEERING COLLEGE
INDIAN OIL CORPORATION LIMITED
100
(One Hundred only)



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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 06th day of January, '2026 between Indian Oil Corporation Limited (IOCL), a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051 and its Punjab State Office at Indian Oil Bhawan, Plot No. 3A, Sector 19A,

Statutory Alert:

2. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

3. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

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Page 1 of 11

Madhya Marg, Chandigarh 160019 (hereinafter referred to as IOCL or the FIRST PARTY), which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of the FIRST PARTY.

AND

Punjab Engineering College (PEC), Chandigarh, a **Deemed to be University formed** through a Government of India notification in 2003, operating under the control of the Union Territory of Chandigarh Administration and is governed by a **Memorandum of Association (MOA)** and a Board of Governors.(hereinafter referred to as the **SECOND PARTY** or the **IMPLEMENTING PARTNER**), which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of the **SECOND PARTY**. Punjab Engineering College (PEC), Chandigarh is registered u/s 12A & 80G of IT Act and CSR 1 registration number is CSR000059320 with the Ministry of Corporate Affairs.

IOCL and IMPLEMENTING PARTNER are hereinafter individually referred to as "First Party" & "Second Part" respectively and collectively as "Parties".

WHEREAS IOCL is in the business of energy production, marketing & services including refining and marketing of petroleum products throughout the country.

The implementing agency PEC, Chandigarh shall be executing the project. Punjab Engineering College (PEC) is a premier **government technical research institution** in Chandigarh with a history dating back to **1921 in Lahore**. It holds the status of a **Deemed to be University** and is governed by the Chandigarh Administration.

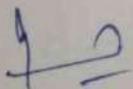
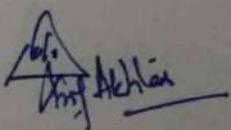
And Whereas, IOCL, in furtherance of its Corporate Social Responsibility initiative has agreed to contribute funds **for** Financial assistance to Punjab Engineering College (PEC), Chandigarh for purchase of optical microscope require by PEC Chandigarh, for executing their project on Development of Gas detector using thin film Transistors.

The total cost of the Project is going to be Rs. 10,77,222 (Rupees ten lacs and seventy-seven thousand two hundred twenty-two only).

Details of the proposal/ Project:

The Proposed project aims to establish characterization capabilities for thin-film transistor (TFT)-based gas sensors at the Semiconductor Research Centre (SRC), Punjab Engineering College, Chandigarh. The fund requirement is planned to ensure systematic development, testing and validation of the devices, with clear phasing of expenditure in this proposal an **Optical Microscope** is proposed for inspection during lithography and film quality assessment during other fabrication steps.

Existing TFT-based gas sensors face challenges such as poor selectivity, instability, and lack of reproducibility due to limited control over thin-film synthesis parameters. Research



on doped and hybrid oxide materials for enhanced low- temperature and long-term performance remains inadequate. There is also a gap in real-time film characterization and integration of TFT sensors with portable readout systems. Comparative performance data under practical industrial conditions are scarce, highlighting the need for systematic optimization and validation.

Objectives of the proposed project

1. To develop and optimize thin-film transistor (TFT)- based gas sensors using metal oxide and doped oxide nanostructures for detection of hazardous gases.
2. To establish characterization setup at the Semiconductor Research Centre, PEC that includes optical inspection facilities for high-quality device processing.
3. To study the correlation between material properties, film morphology, and gas-sensing performance parameters such as sensitivity, selectivity, and response time.

The implementing agency PEC, Chandigarh shall be requiring an optical microscope for the project, financial assistance for which shall be provided by IndianOil, the first party. The equipment shall be procured as per the specifications required by Head, Electronics and Communication Engineering Department and handed over to them by IndianOil. Once handed over and commissioned, the operation and maintenance of the equipment shall be the sole responsibility of the concerned Implementing agency/ department.

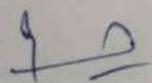
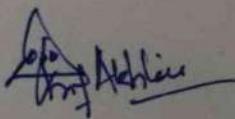
NOW, THEREFORE, THIS MoA WITNESSETH AS FOLLOWS:

1.0 Duration:

This MoA shall remain in force for a period commencing on the date of MoA till completion of the entire project, unless terminated prior to the date of scheduled completion, in accordance with provisions of this MoA.

2.0 Scope:

- 2.1 The project envisages providing financial assistance by IOCL to SECOND PARTY for purchase of optical microscope required by PEC Chandigarh, for executing their project on Development of Gas detector using thin film Transistors.
- 2.2 The execution of the Project will be done by PEC, which is the implementing agency for the Project.
- 2.3 Procurement of equipment shall be done by PEC through a competitive and transparent process.
- 2.4 The maintenance, safety, and security of all CSR-funded assets will be fully managed and overseen by PEC.
- 2.5 All warranty-related matters, including replacements, repairs, and regular maintenance, will be exclusively handled by the University administration.
- 2.6 IOC will bear no responsibility for ongoing asset management, safeguarding, or warranty issues.
- 2.7 The project shall be undertaken by PEC to fulfill the Objectives as mentioned above.



2.8 The maximum financial assistance by the first Party shall be restricted to Rs.10.77222 Lacs for the project and maximum Rs 0.2 lacs for CSR Branding & activities.

3.0 Payment Plan/schedule:

First Party will transfer funds to the second Party in as many installments/ways as laid down hereunder:

e) Execution Modalities (Through Tendering in house/Deposit Work)
(to attach letter from appropriate authority in case of deposit work)

On approval, MoA will be signed with Punjab Engineering College (PEC), Chandigarh. Subsequently on release of PO by the Punjab Engineering College (PEC), Chandigarh payments will be released in line with the approved payment terms. PEC will purchase, and the equipment's shall be handed over to concern Department and asset transferred by IndianOil to the office to them for the utilization of same.

Mode of releasing payment upon approval:

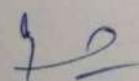
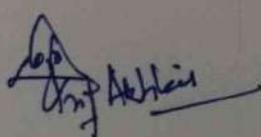
Shall be released directly to bank account of implementing agency i.e Punjab Engineering College (PEC), Chandigarh

f) Schedule of payment / phases in which payment will be made: (In case of construction, each phase with proposed amount or %age of disbursement to be mentioned):

After receiving administrative approval, an MOA would be signed between IndianOil and Punjab Engineering College (PEC), Chandigarh or its authorized signatory. The payments shall be released to PEC in installments as stated below:

S.NO	Description	Installments	Total amount
1.	Cost of equipment shall be released to PEC, on receipt of invoice and equipment by PEC.	Full payment shall be made on confirmation of receipt of equipment and against invoice & other related documents.	Full payment with a cap of Rs. 10,77,222/-
2.	CSR Branding shall be either undertaken by PEC or Chandigarh DO	As per the branding Bills submitted with a cap of Rs. 0. 2 lacs.	As per the final Bills submitted with Maximum Cap of Rs. 0.2 lacs

The maximum payment release to the PEC shall be limited to actual cost of the Research Microscope is **Rs.10,77,222/-**, excluding CSR branding.



After completion of the projects, the SECOND PARTY will submit fund utilization certificate from the competent authority for the projects executed. The certificate will be for the actual amount utilized but not more than the entire agreed amount of **Rs.10.77222 lakh** (excluding branding) or actual total amount released/paid to them, along with still/ video graphic footage on CD & photographs of the facility developed thereof.

4.0 Roles and Responsibilities of the FIRST PARTY/ IOCL:

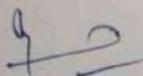
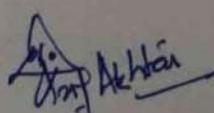
- 4.1 The FIRST PARTY shall extend financial assistance to the SECOND PARTY for implementation of the Project, in accordance with this MoA. In no event can the SECOND PARTY claim the said funds as a matter of right. The SECOND PARTY shall be solely responsible for executing the project and related activities and FIRST Party's role shall be limited to providing financial assistance only, subject to the satisfactory performance of the SECOND PARTY.
- 4.2 The FIRST PARTY shall appoint a nodal officer(s), the "Officer-in-charge" for the Project, who will be the overall in-charge of the Project. Officer-in-charge shall represent First Party within the scope of the Project and all matters regarding the Project shall be addressed to her/him. All coordination and reporting in the areas of operation of the Project shall be addressed to the "Officer-in-charge". The SECOND PARTY shall contact only the "Officer-in-charge" for facilitating Project related activities. FIRST PARTY shall inform to the SECOND PARTY of change in the "Officer-in-charge", if any, during the execution of the Project. Subject to the terms and conditions of this MoA, the FIRST PARTY shall extend a maximum financial assistance **total cost amounts come to Rs. 10,77,222 (Rupees ten lacs and seventy-seven thousand two hundred twenty-two only).**

**CAPEX – ₹10,77,222/-
CSR Branding – ₹0.20 lakh**

- 4.3 Total project cost shall be restricted to Rs.10.77222 Lacs for the project and maximum Rs.0.2 lacs for CSR Branding & activities, for the Project, which will be inclusive of all applicable taxes, duties and centage charges, etc. The FIRST PARTY shall provide payments to the SECOND PARTY in the manner set out in Point 3.0 of this agreement.
- 4.4 Notwithstanding anything to the contrary in the MoA, documents express or implied, the FIRST PARTY shall have no responsibility in providing any material, labour or equipment required for the Project.

5.0 Role and Responsibilities of the SECOND PARTY:

- 5.1 The SECOND PARTY shall implement the Project as per Project implementation plan for Providing financial assistance to Punjab Engineering College (PEC), Chandigarh for



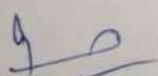
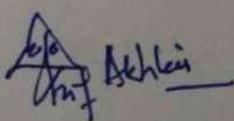
purchase of Research Microscope with allied facilities for R&D project "Development of Gas detector using thin film Transistors" under CSR.

- 5.2 The SECOND PARTY shall submit full accounts of the Project in writing, taking into account all receipts and payments and commitments incurred for the purpose of the Project. The FIRST PARTY or its authorized representatives may carry out an audit of the Project along with the expenditure of accounts at any time during the pendency of the Project.
- 5.3 The SECOND PARTY shall be solely responsible for executing the Project, the related activities and the entire gamut of intended/ unintended/ direct/ indirect consequences thereof and FIRST Party's role shall be limited to providing financial assistance only.
- 5.4 The SECOND PARTY shall be responsible for safekeeping of all records/ information pertaining to the Project and shall provide access to all records/ information pertaining to the Project to the FIRST PARTY or any designated third party by the FIRST PARTY, for inspection at all times.
- 5.5 For the purpose of execution of the Project, the SECOND PARTY shall arrange and deploy their competent personnel consistent with the job requirement according to the accepted and standard norms. The SECOND PARTY shall be responsible for all dues, claims, statutory and other compliances pertaining to personnel who shall be engaging in the implementation of the Project.
- 5.6 The SECOND PARTY shall utilize the funds released by the FIRST PARTY only for implementation of the Project as envisaged in this MoA. The SECOND PARTY shall not divert any part of assistance received for any purpose/activity other than those mentioned in this MoA.
- 5.7 THE SECOND PARTY shall implement the Project through its own employees / functionaries / contract persons; such employees/ functionaries/ contract persons deployed/hired by the SECOND PARTY shall have no relation with the FIRST PARTY and shall have no right or redress or claims whatsoever on or against the FIRST PARTY for any claims, grievances or loss (including loss of employment) that they may have or claim against the SECOND PARTY.
- 5.8 The SECOND PARTY shall appoint a nodal coordinator to coordinate various activities under this Project and shall provide the name and contact details of the person who would be responsible for implementation and coordination of the Project. The SECOND PARTY shall conduct periodical survey/evaluation of the Project for its success and fulfillment of the FIRST PARTY's CSR/Corporate Objectives.
- 5.9 Funds un-utilized, if any, after the Project is completed, shall be returned by the SECOND PARTY to the FIRST PARTY, within a period of 3 Month(s).
- 5.10 THE SECOND PARTY shall own the facility developed under THE PROJECT and shall be solely responsible for its administration, running, upkeep, maintenance, recurring expenses etc. It shall be responsibility of SECOND PARTY to always maintain the facilities as per best standards with provision of safety, security and cleanliness facility.

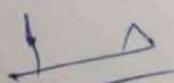
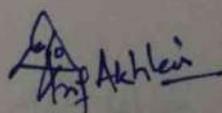
6.0 Construction of the Agreement

This agreement shall be governed by and construed in accordance with the laws of INDIA.

7.0 Miscellaneous:



- 7.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the FIRST PARTY and the SECOND PARTY.
- 7.2 The SECOND PARTY shall be responsible for all acts and omissions of its staff and any person, association, institution engaged by the SECOND PARTY whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.
- 7.3 The SECOND PARTY shall be exclusively liable for payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied for the Project and for payment of all contributions and taxes in lieu of staff/ employee deployed by the SECOND PARTY and the execution agency/ contractor now and hereinafter imposed by any governmental authority and doth hereby indemnify and keep indemnified IOCL from and against the same and all claims, actions, risks, losses, demands and payments whatsoever against IOCL howsoever arising therefrom or in connection therewith.
- 7.4 The SECOND PARTY shall comply with and ensure strict compliance by her/his/its agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify The FIRST PARTY from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings, claims and demands arising therefrom and/or relative thereto.
- 7.5 The SECOND PARTY shall be responsible for and shall ensure strict compliance by its employees, staff and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the SECOND PARTY and their respective employees and/or otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to employees. The SECOND PARTY shall be responsible for compliance of safety measures as applicable at their own cost.
- 7.6 The SECOND PARTY will be fully responsible for ensuring that the Project shall be implemented in accordance with the relevant norms. FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence in the Project.
- 7.7 Any change in official address / or e-mail address shall be intimated by both the Parties. The SECOND PARTY shall facilitate the visits of FIRST PARTY'S management or its representative/s to review implementation of the Project with prior information and keep the records in well maintained conditions.
- 7.8 In the event of any one or more of the provisions contained in this MoA being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoA become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 7.9 The SECOND PARTY shall be responsible for taking out any appropriate insurance coverage at its own cost for its people, materials etc. who shall be deployed/trained in connection with the implementation of the Project under this MoA.



8.0 Co-branding and Publicity:

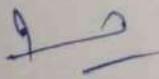
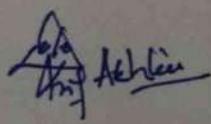
- 8.1 The SECOND PARTY and the FIRST PARTY will share the right to use, discuss and publicize the Project data and each will acknowledge the role of each other, or part played by other in the books, documents, and/ or other publicity measures in relation to the Project.
- 8.2 That in consideration of gesture by the FIRST PARTY, the SECOND PARTY shall display "A CSR initiative by Indian Oil Corporation Limited" and other logos as provided to them on the equipment and at the location or as finalized by the FIRST PARTY on the billboards, all the locations where the Project will be undertaken. The concerned authorities of Second party may ensure that due publicity and credits are given to IOCL, for its contribution towards the purchase of Research Microscope with allied facilities for R&D project "Development of Gas detector using thin film Transistors" under CSR.
- 8.3 Any news release, public announcement, advertisement, or any such publicity material proposed to be released by The SECOND PARTY or any agency appointed by it, concerning this AGREEMENT shall be subject to the prior written approval of the FIRST PARTY.

9.0 Amendment:

- 9.1 This MoA may be amended by the written mutual consent of both the Parties to the MOA. The amendment shall be documented and allotted a distinctive number <Amendment> ;< Date> and shall become binding on both the Parties from the date of agreement to such amendment unless otherwise agreed to.

10.0 GENERAL PROVISIONS:

- 10.1 Notice:** Any notice required or permitted by this MoA shall be in writing and shall be properly addressed to each party at the addresses stated herein or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial courier, or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile/email. Notice will be deemed effective when actually received by the other party.
- 10.2 Assignment.** THE SECOND PARTY shall not transfer, assign, subcontract or delegate in whole or in part any of its rights or obligations under this MoA without the prior written consent of the FIRST PARTY.
- 10.3 Sole MoA:** This MoA including recitals sets forth the entire AGREEMENT and agreement of the parties relating to the scope of work mentioned in this MoA and supersedes all prior and contemporaneous AGREEMENTs, negotiations and AGREEMENTs between the parties, both oral and written. No party shall be bound by any oral AGREEMENT or representation irrespective of by whom or when made. No change or modification to this AGREEMENT will be binding unless it is in writing and signed by an authorized representative of both parties.
- 10.4 Severability.** In the event that any provision of the MoA is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision while the remainder of this MoA shall continue in full force and effect.



Page 8 of 11

10.5 Waiver: Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue to perform notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this MoA shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

10.6 Indemnity: THE SECOND PARTY agree to indemnify and keep indemnified and hold harmless, the FIRST PARTY and its directors, Society, employees and representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by the FIRST PARTY for any reason whatsoever in relation to the CSR Project and post commissioning of its operation and maintenance, including legal cases. THE SECOND PARTY shall also indemnify the FIRST PARTY and its employees from any eventualities including but not limited to compensation out of loss, damage or unforeseen circumstances, etc. THE SECOND PARTY shall indemnify and keep indemnified the FIRST PARTY from any liability, financial or otherwise, that may arise from a third party as a result of the services covered under the scope.

Staff for implementation of the Project and for all activities related to operation or for any other activity shall be employed / engaged by THE SECOND PARTY and THE SECOND PARTY shall be solely responsible for any matter concerning their employment/engagement. THE SECOND PARTY shall keep IOCL indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to the Project.

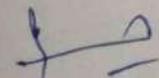
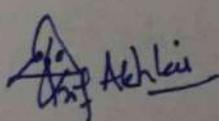
10.7 Evaluation:

IOCL shall, at its sole discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. The SECOND PARTY shall, when required, give IOCL or its representative reasonable cooperation and access to its records in connection with the Agreement.

11.0 Force Majeure

Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period of 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.

For the purposes of this AGREEMENT, a Force Majeure event shall mean an event that is not within the reasonable control of the Party, whose performance under this AGREEMENT is affected thereby and without prejudice to the generality of the foregoing, shall include the following events; i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv)



Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); x) Quarantine xii) Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws). Xiii) Revocation of applicable government licenses acts or omissions of competent government authorities or its authorized security operatives. In case the Force Majeure conditions continue for more than 60 days, both parties shall discuss the effect of such conditions on the MoA and mutually decide the course of action to be followed.

12.0 SETTLEMENT OF DISPUTES

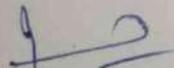
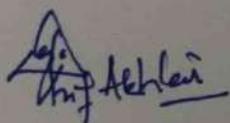
If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this AGREEMENT Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below. However, the existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this AGREEMENT.

- a) The dispute or difference shall be referred to the sole arbitrator.
- b) The arbitration shall be through Chandigarh Arbitration Centre, Chandigarh.
- c) The rules of the above-mentioned institutional arbitration forum shall be applicable to the arbitration proceedings.
- d) The Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- e) The seat of Arbitration shall be at Chandigarh.
- f) The proceedings shall be conducted in English language.
- g) The cost of the proceedings shall be equally borne by the parties unless otherwise directed by the sole arbitrator.
- h) The following shall not be referred to arbitration:
 - 1) Disputes having financial claims less than Rs 5 lakhs.

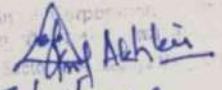
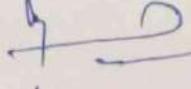
Notwithstanding anything contained herein above (except 'h'), upon arising of dispute, the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.

13.1 The Courts of **Chandigarh** shall have exclusive jurisdiction.

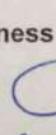
14.1 The SECOND PARTY shall ensure that it shall utilize the financial assistance/funds provided by FIRST PARTY under the CSR Project, for the specific purpose it is intended for and its rightful use. It shall be the responsibility of the SECOND PARTY to ensure that the facility developed under the Project is maintained during its lifetime



In witness thereof, the parties hereto have caused this MoA to be signed in their respective names:

For and behalf of first party	For and behalf of second party
<p>Name: Arif Akhtar</p> <p>Designation: GM(HR-CSR), IOCL, Punjab State Office</p> <p>Signature: </p> <p>Date: 06/01/2026.</p>	<p>Name: Rajesh K. Bhatia</p> <p>Designation: Director (Ad-Interna)</p> <p>Signature: </p> <p>Date: 06/01/2026</p> <p>Director Punjab Engineering College (Deemed to be University) Chandigarh</p>

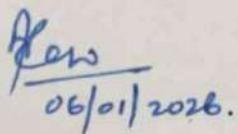
Witness



(ANJAN KUMAR)
GM(JB), IOCL, PSD.

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06/01/2026.