

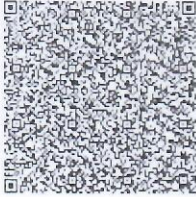


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL17451495093125X
Certificate Issued Date : 13-Jan-2025 12:35 PM
Account Reference : IMPACC (IV)/ dl802503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL80250380261076511399X
Purchased by : CERTIFICATION ENGINEERS INTERNATIONAL LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : CERTIFICATION ENGINEERS INTERNATIONAL LIMITED
Second Party : SEVA SAHAYOG FOUNDATION
Stamp Duty Paid By : CERTIFICATION ENGINEERS INTERNATIONAL LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 13th day of January, 2025 at CEIL, New Delhi.

BY AND BETWEEN

CERTIFICATION ENGINEERS INTERNATIONAL LTD. (CEIL), a Company incorporated under the Companies Act, 1956 and having its **registered office** at Engineers India Bhawan,

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using eStamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



1, Bhikaiji Cama Place, New Delhi-110066 and **Head Office** at EIB, First Floor, Plot No 85, Kharghar, Navi Mumbai-410 210, represented through its authorized signatory Shri Rajiv Ranjan, **Chief Executive Officer (CEO)** (hereinafter referred to as "**CEIL**", which expression shall mean and include its successors and assigns) of the FIRST PART.

AND

SEVA SAHAYOG FOUNDATION is a not-for-profit organization registered under the section 25 (now Section 8 of the Companies Act, 2013) bearing (Corporate Identity Number U85100PN2009NPL168137), having its registered office at Plot No. 75, Tulshibagwale colony, Sahakar Nagar No.2, Parvati, Pune - 4111009 represented through its Authorized Signatory, Shri Dilip Moghe, **Director** (here in after referred as the "**SSF**") of the SECOND PART.

(CEIL and Second Party are individually referred to as the 'Party' and collectively referred to as the 'Parties')

WHEREAS

- A.** The First Party informed that Seva Sahayog Foundation is a registered (August 2009) NGO working with a vision to bridge the gap between the "struggling" mankind and the "aspiring" mankind.
- B.** Mini Science Centre is a very educative innovative systemic instrument to revolutionize Science & Maths education that makes learning accessible. The Mini Science Centre aims to inculcate basic concepts of Science, Technology, Engineering, Mathematics at school level, thereby encouraging inclination of students/learners towards science and technology. Models designed help students in identifying and experiencing the actual products which they learn from textbooks, making it more practical oriented for learning of students especially who are from less privileged section of the society.
- C.** The Second Party vide email dated 09.10.2024 and subsequent correspondences have requested CEIL to provide financial support for one Mini Science Center set up in a School at Delhi for the value of Rs. 5,94,720/- (*Rupees Five lacs Ninety-Four thousand seven hundred twenty Only*) as mentioned in proposal letter dated 09th Oct, 2024 (Refer **Annexure -1 to this MoU**)
- D.** Relying upon the representation and request from Second Party, CEIL have agreed to provide financial contribution to the Second Party under CSR initiative of CEIL, an amount as per actual not exceeding Rs. 5,94,720/- (*Rupees Five lacs ninety-four thousand seven hundred twenty Only*) ("**Contribution**") for articles as per **Annexure-B** (hereinafter referred to as the "**Project**")



NOW IT IS AGREED AS UNDER:

1. PROJECT AND THE CONTRIBUTION:

1.1 Subject to the terms and conditions contained in the MoU, CEIL shall provide Contributions to the Second Party towards the Project.

1.2 Second Party shall be responsible to undertake and fulfill the Project in accordance with the terms and condition hereof (including its letters dated 09 Oct, 2024 and subsequent correspondences)

1.3 The Contribution shall be disbursed to Second Party in the manner specified below:

Tranche	Milestones	Payment %	Amount (in Rs.)
First	For booking of Amenities (after submission of proforma invoice and purchase order copy duly accepted by vendor)	10%	59,472/-
Second	Delivery of Amenities and Installation (as per delivery schedule submitted to CEIL). Confirmation by SSF on delivery challan & submission of invoice duly authorized for release of payment and utilization certificate of the first tranche duly signed by Statutory Auditor.	80%	4,75,776/-
Third	Confirmation of installation, testing and commissioning of amenities at premise by SSF and submission of completion report with photograph and fund audited utilization certificate for second installment. Payment at actual shall be released upon submission of a consolidated report confirming the installation and commissioning.	10%	59,472/-

2. OBLIGATIONS OF THE SECOND PARTY

2.1 Second Party agrees and undertakes that the Contribution provided by CEIL shall be utilized and expended by Second Party solely for the Project.

2.2 Second Party shall alone be responsible and liable for the Project and shall not involve CEIL in any manner including in respect of settlement of transaction with Vendors etc.

2.3 The activities for the Project shall be supervised by the authorized representatives of Second Party. However, Second Party shall take into consideration any inputs/suggestions of CEIL pertaining to the Project.

2.4 Second Party shall alone be responsible and liable for any irregularity during the Project.



2.5 Second Party shall be solely responsible for the maintenance of the Project.

2.6 Second Party shall ensure compliance with all applicable laws in the subject activity.

2.7 Second Party shall remain solely responsible for any loss and damage that may be caused to the beneficiaries/ infrastructure. It shall also be solely responsible for any claim whatsoever, including those lodged by any third party with regard to and arising out of Project.

2.8 After release of full payment against the final MoU Milestone, Second Party shall submit the Utilization Certificate duly signed by Statutory Auditor for the Contribution provided by CEIL within 15 days after the end of the Financial Year

2.9 Second Party shall provide appropriate and requisite support to CEIL or its designated agency/ organization in obtaining an independent feedback, whenever desired by CEIL.

2.10 At the request of CEIL, Second Party shall furnish, within seven days of such request, complete status of the Project in the format specified by CEIL.

3. REPRESENTATIONS OF SECOND PARTY

The Second Party represents and undertakes that:

3.1 It has the power and authority and has taken all actions necessary to validly execute this MoU;

3.2 Its obligations under this MoU will be legally valid and binding and enforceable against it;

3.3 The execution, delivery and performance of this MoU will not conflict with, result in breach of, or constitute a default under any agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected and does not result in a violation of any applicable laws;

3.4 It has complied with all applicable laws and has never been blacklisted or subject to any fines, penalties, injunctive relief, or any other civil or criminal liabilities;

3.5 It has been properly constituted and is in continuous existence since its incorporation;

3.6 It has the relevant experience, expertise and resources for executing the Project and performing the obligations under this MoU.

4. TERM AND TERMINATION

4.1 The term of this MoU shall be 2 years from the date of this execution. CEIL may ask for status of the Project anytime during the MoU period.

4.2 Notwithstanding anything to the contrary contained elsewhere in this MoU, CEIL reserves the right to terminate this MoU before the expiry of its terms upon the happening of any one or more of the following events, viz:

4.2.1 The Second Party has failed to commence the Project in accordance with this MoU within ten (10) days from the release of first tranche (as stipulated in clause 1.3 hereinabove);

4.2.2 The Second Party abandons the Project for a period of thirty (30) consecutive days;



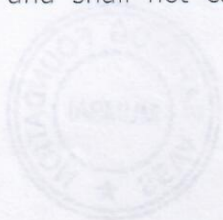
- 4.2.3** The Second Party commits a breach or otherwise defaults in the performance of any of its duties or obligations under the MoU and such breach or default has not been remedied within fourteen (14) days after written notice is given to the Second Party;
- 4.2.4** The Second Party becomes bankrupt or goes into liquidation or insolvency proceedings initiates;
- 4.2.5** If any of the representations made by the Second Party to CEIL (including those contained in Annexure hereto) are found to be false or misleading;
- 4.2.6** On termination of this MoU under this sub-clause 4.2, the Second Party shall be liable to forthwith refund to CEIL the entire amount of the Contribution released by CEIL within fifteen (15) days from the termination date.

5. INDEMNITY

- 5.1** Second Party shall, indemnify and hold CEIL (including its officers, employees and directors) harmless against any losses, liabilities, costs (including legal costs), expenses, fines, penalties arising out of or in connection with a breach of this MoU by Second Party or any claim/ action initiated by a third party against CEIL. The indemnity protection available to CEIL under this MoU is independent of, and in addition to, such other rights and remedies as CEIL may have at law or in equity or otherwise, including the rights to seek specific performance, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

6. MISCELLANEOUS

- 6.1** CEIL shall have the right to inspect the Project at any time as it deems fit. The Parties expressly agree that recitals to this MoU shall form part and parcel of this MoU.
- 6.2** CEIL shall be entitled to seek clarifications/ information whatsoever from Second Party with respect to the Project. Any such clarifications/ information sought by CEIL shall be answered by Second Party within 7(seven) working days from the date of request by CEIL.
- 6.3** This MoU constitutes a definitive agreement between the Parties and the Parties shall be legally bound by all the terms and conditions of this MoU.
- 6.4** No modification or amendment of this MoU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties.
- 6.5** The Second party shall not indulge in fraudulent activities and must at all-time comply with all applicable laws and practices relating to anti-bribery, anti-corruptions and improper payments, including, but not limited to the Prevention of Corruption Act, 1988, the Prevention of Money Laundering Act, 2002, Companies Act, 2013, Foreign Contribution (Regulation) Act, 2010 etc. The Second party represents, confirms and agrees that it has not and will not approach any other party for seeking funds for the Project. The Second party confirms that it will utilize the funds received under this MoU only for the Project and shall not cause the funds to be diverted for any other purpose.



The Second party agrees that any actual or perceived violation of these obligations shall be construed as breach of law and this MoU. CEIL reserves the right to take appropriate recourse under law in addition to the rights and obligations of CEIL under this MoU.

6.6 In no case shall CEIL be liable towards Second party for any indirect, Incidental, special, consequential damages as well as for the loss of revenue, loss of profit, loss of contract, loss of business, or business interruption, loss of manpower, loss of time, loss of use of assets and the like, arising directly, or indirectly, under or related to this MoU.

7. JURISDICTION AND DISPUTE RESOLUTION

7.1 This MoU shall be governed by laws of India and Courts of Delhi shall alone have exclusive jurisdiction.


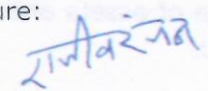




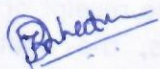
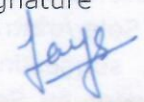
7.2 All disputes or claims arising out of or in connection with this MoU or the breach, termination or validity thereof shall exclusively and finally be settled through adjudication by Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 (and its amendments thereto). The arbitral proceedings shall be under the aegis of Delhi High Court International Arbitration Centre (DIAC). The fee or arbitrator shall be as per the fee schedule of DIAC which is as per the model fee schedule contained in Schedule IV of Arbitration and Conciliation Act, 1996 as amended subsequently).

7.3 On invocation of the Arbitration clause by either Party, CEIL shall suggest a panel of three independent and distinguished persons to Second Party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre' (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of Second Party to select the Sole Arbitrator within 30 days from the receipt of the communication from CEIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by Second Party shall stand forfeited and CEIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of the disputes. The decision of CEIL on the appointment of the Sole Arbitrator shall be final and binding on Second Party.

7.4 The Arbitration proceedings shall be in English Language only and the venue, place and seat of arbitration shall be New Delhi, India only.



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MoU TO BE DULY EXECUTED AND DELIVERED AS ON THE DAY AND YEAR HEREINABOVE WRITTEN

For, Seva Sahayog Foundation	For, Certification Engineers International Ltd.
Signature: 	Signature: 
Name: Dilip Moghe	Name: Rajiv Ranjan
Designation: Director	Designation: Chief Executive Officer
	
In Presence Of:	In Presence Of:
Name: Abhinandan Sah	Name: Ajay Singh
Signature: 	Signature: 
Designation: Sr Manager Projects	Designation: AGM (Inspection)
Name: Rujuta Mhatre	Name: Jaya Totlani
Signature: 	Signature: 
Designation: Co-Ordinator Communication & Documentation	Designation: Company Secretary
