

सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK13686686688810T
Certificate Issued Date : 17-Feb-2021 12:07 PM
Account Reference : NONACC (SV)/ uk1220804/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK122080430888307792595T
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article Miscellaneous
Property Description : na
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : NA
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



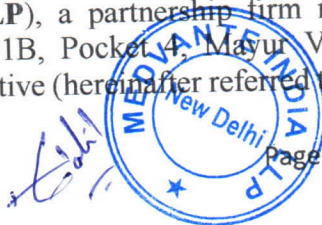
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EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement 'Agreement' is made on this 12th Day of May, 2021 between **Swami Rama Himalayan University (SRHU)** a University established under section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its registered office at Swami Ram Nagar, Post Office Jolly Grant, District Dehradun through its Registrar (hereinafter referred to as the "First Party") of the FIRST PART.

AND

MedVante India (LLP), a partnership firm registered under the LLP Act, and having its Corporate Office at 91B, Pocket 4, Mayapuri Vihar 1, New Delhi-110091, India through its Authorized Representative (hereinafter referred to as the "Second Party") of the SECOND PART



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.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.
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.

That the terms "First Party" and "Second Party" unless repugnant to the context thereof shall mean and include the directors, successors in interest, legal representatives, nominees, permitted assigns etc. as applicable respectively.

The First Party & Second Party shall hereinafter be collectively referred to as "Parties" and individually as "Party".

OBJECTIVE

This Agreement between Swami Rama Himalayan University (SRHU) and MedVante India (LLP) is proposed for setting up a Medical Oxygen Generating Plant at the premises of the First Party for benefiting the public at large.

WHEREAS

- A. The First Party is a University with emphasis on providing education, training and research in the areas of medical sciences, dental sciences, allied health sciences, pharmacy, nursing, management studies, science, engineering and technology, rural development, humanities, yoga sciences and other areas of higher education.
- B. The Second Party was founded as a Mechanical and Chemical Engineering Company in 2007. Mentis is dedicated on development of air separation technologies. Mentis has created its own core technologies by continuous R & D on primarily oxygen and nitrogen, separation, purification and liquefaction processes. In terms of determined and continuous R & D performance, Mentis has expanded its perspective on a variety of processes and applications on Mechanical and Chemical operations. Mentis aims to be a global trademark by providing "Effective and Reliable Solutions" As a designer, developer, manufacturer and exporter, Mentis has already completed more than 70 global turn-key projects.
- C. The Second Party has come forward and proposed setting up a Medical Oxygen Generating Plant within the premises of the First Party i.e. Swami Rama Himalayan University.
- D. The First Party has approved the proposal of the Second Party and agreed to setup a Medical Oxygen Generating Plant within its premises on the terms and condition stated herein below.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree to:

1. That the Second Party shall setup an Medical Oxygen Generating Plant with the following specifications:
 - a. Medical Oxygen Generator: Mentis M-SPSA130 Oxygen Generator 130 Nm³/h capacity @ 99% +/- 0.5% Oxygen purity.



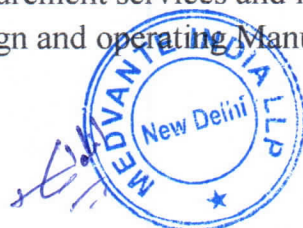
- b. Product outlet pressure: max 6 bar
- c. Zirconium Oxygen Sensor (SST Sensing from England)
- d. On-Screen Volumetric Actual Consumption Rate 'Developed by Mentis' (in English)
- e. Zeolite: UOP / from USA molecular sieve (Highest quality, longest life)
- f. Online Access with Ethernet connection to provide service from distance
- g. Origin: Turkey
- h. Certificated: ISO & CE
- i. Integrated Own Air Dryer System (Mentis M-DRY130)
- j. Desiccant Type, Activated Alumina based Air Dryer
- k. Zero Energy Lose
- l. Zero Pressured Air Lose
- m. Maximum operating pressure :20 bar
- n. Activated Aluminas from UOP / Origin: USA
- o. Origin: Turkey
- p. Certificated: ISO & CE
- q. Siemens Touch screen PLC with online oxygen analyzer (Display in English)
- r. Touch Panel 5.7
- s. Continuous display, recording of purity and oxygen pressure (English)
- t. Automatic adjustment of the generator according to the oxygen consumption in the network
- u. Sample curves in real time to monitor the evolution of pressure and concentration
- v. Alarm display
- w. Programming maintenance operations
- x. Historical record of all alarms
- y. Recording capacity 24/7
- z. Automatic change of the generators taking into account, the management of priorities and the states of emergency of each of them
- aa. Multi-language support (English Only)
- bb. Origin: Germany
- cc. Certificated: ISO & CE
- dd. Filter Set: Fine Filter Anti oil, dust Bacterial Filter Anti-bacterial and anti-microorganism
- ee. Origin: Turkey & Belgium
- ff. Certificated: ISO & CE
- gg. Required - 20 * 45 Square feet



- hh. Pressured Air Compressor: 2 working units of 478 CFM and 1 standby unit of 478 CFM @75 KW with 7.5 bar pressure. Air tank capacity 6,000 ltr. Oxygen tank of 10,000 ltr capacity.
- ii. Brand – ATLAS COPCO / KAESE
2. That the total cost for setting up the Medical Oxygen Generating Plant will be INR 2,60,00,000.00 (INR Two Crore Sixty Lakh Only) and GST extra if applicable at the time of invoicing.
3. That the Freight and Transit insurance would be extra as per actual.
4. That the Payment Terms for setting up of the Oxygen plant shall be:
- 60% advance along with PO against the submission of PDC as security as mentioned in clause 5 of this Agreement.
 - 30% against Custom Clearance documents i.e. Bill of entry, Airways, packing list and insurance copy
 - 10% within 2 weeks of satisfactory installation and commissioning
5. That the Second Party has submitted a post-dated cheque (Cheque No. 245424) dated 12.05.2021 of IndusInd Bank (IndusInd Bank Limited, Indraprastha Extn. New Delhi Branch) equal to the amount of advance payment (60% of the cost of Medical Oxygen Generating Plant) to the First Party as a security amount. In case the Second Party breaches any terms and conditions of this Agreement, the First Party shall have the right to encash the security Cheque and may also terminate this Agreement without having any liability of fulfilling the conditions as mentioned in clause 19 of this Agreement.
6. That the Second Party shall delivery the System (Medical Oxygen Generating Plant) within 60 days from the date of receipt of advance. In case the delivery of System (Medical Oxygen Generating Plant) get delayed than more than specified time i.e. 60 days, the Second Party shall promptly inform the First Party in writing justifying the reasons behind the delay and if the First Party finds the reason(s) justified, it may extend the delivery time upto 30 days. If the Second Party further delays in delivering the System (Medical Oxygen Generating Plant), the First Party shall have the right to encash the security Cheque and may also terminate this Agreement without having any liability of fulfilling the conditions as mentioned in clause 19 of this Agreement.



7. That the supplied items/equipment of Medical Oxygen Generating Plant shall be under warranty against any manufacturing defect for a period of 12 Months from the date of installation or 13 months from the date of delivery.
8. That the CMC cost for Medical Oxygen Generating Plant INR 20,50,000/- plus GST extra as applicable with an escalation of 8% per year Annual Maintenance Contract AMC for the system is INR 4,00,000/- plus GST extra as applicable with an escalation of 8% per year.
9. That the Installation of the equipment will be done by the engineers of the Second Party for free of cost and other necessary assistance would be provided by the First Party during installation and demonstration.
10. That the training of staff of the First Party shall be provided by the Second Party without any extra charge.
11. That the Second Party shall provide in advance list of site requirements to the First Party to make site ready at least one month before the date of delivery of equipment.
12. That the Software updates shall be provided free of cost by the Second Party, equipment have ready HMI system 5.7 inches colored, any connectivity with the hospital system of the First Party would be provided at extra cost.
13. That the system will be delivered on Ground Floor into the scope of the Second Party. If system has to be delivered at any other floor, then the cost will be borne by the First Party.
14. That the Second Party shall give guarantee on purity of oxygen from the Medical Oxygen Generating Plant and shall provide warrantee of 10 (Ten) years on Molecular sieve.
15. That the Second Party shall submit Complete Design, Engineering of the plant and drawings for:
 - a. Approval
 - Piping and instrumentation diagram
 - Equipment layout drawings
 - Civil scope drawings
 - Single line electric circuit diagram
 - b. Procurement services and inspection of bought out items.
 - c. Design and operating Manual with Drawing.



- d. Erection, commissioning and training to your plant personnel for operation of plant.

16. Exclusion: All civil works (If shade is required)

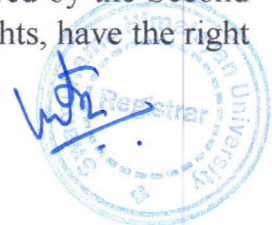
- a. All Electrical Cabling and earthing connections till generator.
- b. Oxygen pipeline till oxygen generator.
- c. Loading / unloading and shifting of equipment's to foundation / sites.
- d. Buyer shall provide all Utilities free of cost during installation and commissioning at your site.
- e. Provide Electrical components (i.e. Flexible copper cable, MCB 3 phase, 1 phase, Single phase power points as necessary).

17. Operations Requirements:

- a. That the First Party shall maintain the environmental conditions recommended by the Second Party so as to ensure that the equipment does not suffer damage due to humidity, dust, pests, severe temperature, etc.
- b. That the First Party shall also ensure that the equipment is operated, as per the operating instructions and supplier's recommendations.
- c. That the First Party shall also ensure that competent, trained and skilled personnel operate the equipment.
- d. That the Second Party shall not be responsible for any loss, damage or injuries caused due to the First Party's non-fulfilment of the above conditions.

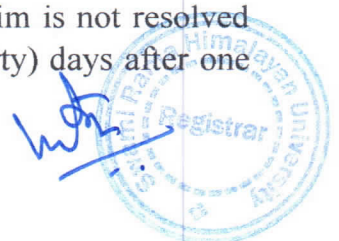
18. Intellectual Property Rights: That the First Party shall only have the right to use the software, technical know-how, operating instructions, product brochures/data sheet and any other proprietary information supplied along with the equipment or used in servicing the equipment supplied. The ownership of such items shall clearly vest and remain with the Second Party. The First Party shall not violate, breach or infringe the rights of the Second Party in any manner whatsoever.

19. Termination: That the First Party may terminate this agreement by giving written notice to the Second Party. In such an event the First Party shall be liable to pay to the Second Party a minimum of 20% of the agreement value towards cancellation charges. If the First Party terminate this agreement and cancels the order after the equipment has been dispatched by the Second Party, the First Party, in addition to the Cancellation charges, shall be liable to pay to the Second Party all other costs such as freight charges, demurrage, re-diversion costs, sales tax on re-sale of the equipment which has been specifically imported by the Second Party to fulfil the First Party's condition, interest charges & any other costs incurred by the Second Party. The Second Party shall, without prejudice to any other rights, have the right



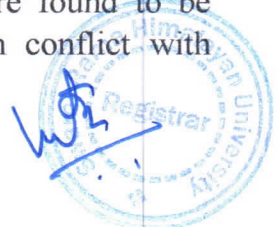
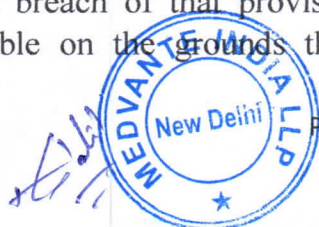
to adjust the advance paid by the First Party towards this contract or any other amount belonging to the First Party lying with the Second Party for any reason whatsoever.

20. **Emergency Backup Responsibility:** Oxygen is an emergency. First Party must keep oxygen cylinders for backup. Any accident or incident happened due to non-availability of oxygen would be First Party's responsibility.
21. That this Agreement constitutes the entire agreement between the First Party and Second Party with respect to the sale and purchase of the Medical Oxygen Generating Plant and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Medical Oxygen Generating Plant. No representation or statement not contained herein shall be binding upon the First Party or the Second Party as a warranty or otherwise unless in writing and executed by the party to be bound thereby.
22. That the Second Party shall not assign its rights under this Agreement unless it has obtained the prior written consent of the First Party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
23. That this Agreement shall be governed and construed in accordance with the laws of the India in all the matters of validity, performance and enforcement.
24. That this Agreement may be executed in counterparts, each of which shall be deemed to be an original and of equal force and effect.
25. That no revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the First Party and the Second Party.
26. That the Second Party agrees to indemnify and keep indemnified the First Party against any loss, charges and expenses suffered by the First party on account of breach of any laws or regulations by the Second Party.
27. **DISPUTE RESOLUTION:** In the case of any dispute or claim arising out of or in connection with or relating to this Agreement its construction or interpretation or the rights, duties and obligations of either of the Parties hereto, or the termination or validity hereof, the Parties shall endeavor to resolve such dispute or claim through good faith discussions between the parties. If the dispute or claim is not resolved through such discussions as contemplated above within 30 (thirty) days after one



Party has served a written notice on the other Party requesting the commencement of discussions, then such dispute or claim shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators ("the Arbitration Board") in accordance with the Arbitration and Conciliation Act, 1996 and any amendments or modifications made thereto. All arbitration proceedings shall be conducted in the English language and the seat and venue of arbitration shall be in Dehradun. Any award made by the Arbitration Board shall be final and binding on both the Parties. This agreement shall be governed by and construed in accordance with the laws of India as applicable from time to time. All legal disputes shall be subjected to the courts in Dehradun, Uttarakhand, India only.

28. **INDEMNITY:** Each Party agrees to indemnify and hold harmless each other from and against direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (collectively, "Losses") which may be incurred, made against or suffered by a Party, its officers, agents or employees arising directly out of or in connection with or as a consequence of (i) the non-performance of their respective obligations under this Agreement, (ii) any material breach of any representations, warranties, covenants made by either Party in this Agreement.
29. **FORCE MAJEURE:** In the event either party shall be delayed or hindered in or prevented from the performance of any act required, hereunder by reasons of strike, lockouts, labor troubles, inability to procure materials or services, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, wear, Acts of God, pandemic, inclement weather or other reason or cause beyond that party's control, then performance of such act shall be excused for the period of such delay.
30. **NOTICES AND DELIVERIES:** Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or seven (7) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the registered or corporate addresses of the parties.
31. **CHOICE OF LAW, WAIVER AND ENFORCEABILITY:** This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of Indian Government, exclusive of its conflicts of law provisions. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any waiver of a breach of a provision shall not constitute a waiver of any subsequent breach of that provision. If any provisions herein are found to be unenforceable on the grounds that they are overly broad or in conflict with



applicable laws, it is the intent of the parties that such provisions be replaced, reformed or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties hereto through their duly authorized officers on the date(s) set forth below.

On behalf of First Party

On behalf of Second Party

For MEDVANTE INDIA LLP

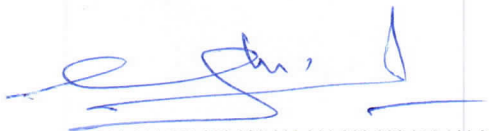


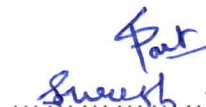

Dr. Vinit Mehrotra
Registrar
Swami Rama Himalayan University


PARTNER

Nishit Sahil
Managing Partner &
Authorized Representative
MedVante India

Witnesses:


GURISH LAL
Dept of Engineering


Suresh Pant
Registrar Office
SRHU, Dehradun

Date: 12.05.2021

Place: Dehradun

A/c No. 259560483331

IndusInd Bank

New Account

IndusInd Bank Limited
11/ EXTN (Indraprastha Extn)- New Delhi Branch
Ground & 1st Floor, 6/68 HG Square Mall 6, Unit No G-11, 12&28 and F-110 & 111, Plot No 2, CSC at Mandawali Fazalpur, Indraprastha Extension (IP Extn), Patparganj,
New Delhi 110 092
B SC : INDI0000544

Valid For Three Months Only

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Pay अदा करें **SWAMI. RAMA HIMALAYAN UNIVERSITY.**

Or Bearer
या धारक को

Rupees रुपये **ONE Crore SEVENTY FOUR LAKH**

SEVENTY TWO THOUSAND ONLY —

₹ **1,74,72,000**

A/c No.
खाता क्र. **259560483331**

Current Account - Indus Silver
Payable At Par At All Branches


MEDVANTE INDIA LLP
Please sign above

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