



## INDIA NON JUDICIAL

Government of Gujara

Certificate of Stamp Duty

Certificate No.

IN-GJ32403021217055W

Certificate Issued Date

19-Feb-2024 02:46 PM

Account Reference

IMPACC (AC)/gj13179311/GULBAI TEKRA/ 6

Unique Doc. Reference

SUBIN-GJGJ1317931186648974769656W

Purchased by

GOVERNMENT COLLEGE OF ENGINEERING

AURANGABAD

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

FOR M.O.U.

SR NO....?

Consideration Price (Rs.)

(Zero)

First Party

GOVERNMENT COLLEGE OF ENGINEERING

AURANGABAD

Second Party

SEITIPL

0 FEB 2024

Stamp Duty Paid By

GOVERNMENT COLLEGE OF ENGINEERING

AURANGABAD

Stamp Duty Amount(Rs.)

500

(Five Hundred only)







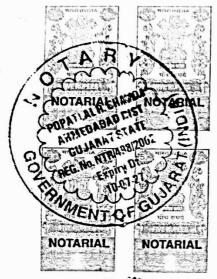
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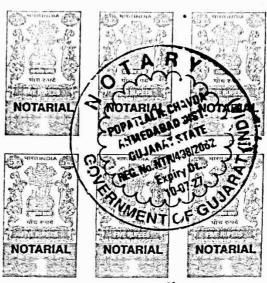
e authenticity of this Stamp corflicate should be verified at www.shollestanip.com of using e-Stamp Mobile App of Stock Holding, of discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

any discrepancy please inform the Competent Authority











# NOTICE



- The contents of this e-stamp certificate can be verified at <a href="https://www.shcilestamp.com">www.shcilestamp.com</a>, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at <a href="https://www.stockholding.com">www.stockholding.com</a>).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

## સૂચના

- આ ઈન્સ્ટ્રેમ્પ પ્રમાણપત્રની વિગતો <u>www.shcilestamp.com</u> દ્વારા <u>અથવા</u> સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન <u>અથવા</u> સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો <u>www.stockholding.com</u> પર ઉપલબ્ધ છે) પર જઈ ને યકાસી શકાય છે
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મલાકાત લેવી-

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into at Naroda, Ahmedabad on this <u>20 day</u> of February 2024 by and between:

Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators, legal representatives and permitted assigns of the (FIRST PARTY)

#### AND

M/S Siemens Energy Industrial Turbomachinery India Pvt. Ltd. (Formerly known as Dresser-Rand India Pvt Ltd) incorporated under the Companies Act, 1956, having corporate identity number CIN no. U29100MH1998PTC117293 and having its registered office at Birla Aurora, Level 21, Plot no. 1080, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra Corporate Identity number: 29100MH1998PTC117293 and principal place of business at 187, GIDC, Naroda, Ahmedabad 330. (hereinafter referred to as "SEITIPL") which expression shall unless repugnant to the context of heaning thereof, be deemed to mean and include their successors and permitted assigns), of the ECOND PARTY)

Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, and Siemens Energy Industrial Turbomachinery India Pvt. Ltd. (SEITIPL) are individually referred to as a "Party" and collectively as "Parties".

#### WHEREAS:

- Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar (GCEA) is allowed to take in kind donations from Siemens Energy Industrial Turbomachinery India Pvt. Ltd. (SEITIPL) by way of supply of 3D Printed Working Models of reciprocating and centrifugal compressor models of Siemens' energy management solutions.
- The parties have mutually agreed to enter into this MOU with GCEA for supply of working models of compressors for setting up Turbomachinery Laboratory in Mechanical Engineering department.
- SEITIPL in order to support the Purpose, has committed under its CSR activities to provide 3D
  models of Reciprocating and Centrifugal Compressors (referred as equipment in this MOU) as
  prescribed in Annexure-I.
- This MOU is being entered into by and between GCEA and SEITIPL to record various terms agreed between the Parties, for the Purpose mentioned above.

NOW THEREFORE, this MOU is being entered by and between GCEA and SEITIPL on the basis of the mutual promises and consideration mentioned hereunder the sufficiency of

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which is acknowledged by each of the Parties concerned. This MOU is being entered by all Parties concerned basis the below mentioned terms and conditions:

Roles and Responsibilities of the Parties for the Purpose

- 1. Government College of Engineering, Aurangabad, Chhatrapati Sambhajinagar
  - (i) Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar shall have complete authority to allocate the Deliverables detailed in Annexure-I and the same shall be binding on GCEA to be used for the Purpose. (Mentioned in Annexure I)
  - (ii) Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar shall inform SEITIPL about the designated person who shall represent Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar for the purpose of coordination with SEITIPL team in relation to the setting up Turbomachinery Laboratory.
  - (iii) In case further funds are required towards capital expenditure for the Purpose during the MOU Period, the same shall be borne by Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar.
  - (iv) Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, shall provide all assistance as may be required for the Purpose or the utilization of the Deliverables as mentioned in Annexure I.
  - (v) Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, will take appropriate steps to take care of the Deliverables provided by SEITIPL as ascribed in Annexure-I.
- (vi) Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, to the extent possible to protect the interest of the SEITIPL and use the contributed deliverables as detailed in the Annexure-I. for Purpose as provided and for no other commercial purpose.
- (vii) Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar shall not alienate the contributed Deliverables as detailed in the Annexure-I without prior intimation to the Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, and SEITIPL.
- (viii) Provision of working models of Siemens Energy Compressors for setting up Turbomachinery Laboratory.
  - Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, accepts the equipment(s) being donated by SEITIPL as per the Annexure-I
    - Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, agrees to make best use of the above said equipment(s) so as to meet the

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- education support needs of the society especially for the region under Government of India.
- Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, agrees to provide co-operation to SEITIPL in all the activities as per the scope mentioned in this MOU.
- Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, shall not transfer / use the equipment(s) in detriment to the purposes of this MOU.
- In consideration for the SEITIPL's funding and execution of the CSR Project, the Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, grants the SEITIPL certain branding rights at the College premises.

## 2. Siemens Industrial Turbomachinery India Private Limited.

SEITIPL hereby agrees to provide funding and support the institute as follows:

- (i) Provision of working models of Siemens Energy compressors as Refer in Annexure I
  - SEITIPL shall bear the cost of equipment(s) as per Annexure-I and donate it to the institute.
  - SEITIPL will ensure that the abovesaid equipment(s) are installed by the equipment(s)
    manufacturer / seller in the designated area in the Government College of Engineering
    Aurangabad, Chhatrapati Sambhajinagar as approved by the institute.
  - The title of the equipment(s) shall pass on to the institute upon delivery of the equipment(s) at the institute's premises.
  - SEITIPL will not bare any spares costs if needed for repair of the equipment and the same shall be borne by the Institute.
  - Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar shall
    interface with the equipment(s) manufacturer / seller to ensure that all safety
    precautions and practices are duly implemented while erecting, installing testing, and
    commissioning the equipment(s). SEITIPL shall not be held responsible for any lapses
    or its consequences, arising due to the breach of safety protocols by the equipment(s)
    manufacturer / seller.
  - SEITIPL is a CSR donor of the equipment(s) to the institute. SEITIPL will not be held responsible for the quality of results and education reports of the training student conducted using these equipment(s).

### (ii) Renovation / Refurbishment:

SEITIPL will provide initial setup cost but would not renovate and refurbish each identified and designated area for setting up the equipment(s) as mentioned in Clause 2 (i) above if needed and same shall be responsibly of the Institute if required.

#### (iii) Timelines

 SEITIPL will make its best endeavour to complete the activities mentioned in Clause 2 (i) on or before 30<sup>th</sup> April 2024. However, in the unlikely event of non-fulfilment of the above timelines, no consequences or claims shall be entertained by SEITIPL in

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this regard from Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar.

(iv) The support provided by SEITIPL, as mentioned in Clause 2(i) above for the institute will be provided free of cost. SEITIPL will not receive any compensation or consideration in return for the support covered under this Donation letter / MOU.

#### B. Governing Law and Jurisdiction

- This MOU shall be governed by and construed in accordance generally with the laws (i) of India and specifically the designated tribunals / courts in Ahmedabad shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this MOU.
- (ii) Dispute Resolution: - The Parties to this MOU hereby agree that they intend to discharge their obligation in utmost good faith. The Parties therefore agree that they will at all time, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this MOU by discussion
- (iii) The terms of this MOU shall be subject to the Regulations, or any amendment enacted thereto from time to time.

### C. Force Majeure

None of the Parties shall be held responsible for non fulfillment or delay of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as acts of God, war, riot or Civil commotion, fire, flood or earthquake, or other natural physical disaster; any restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MOU by one or more of the Parties or occurrence, any event beyond the control of the Parties to the MOU. Upon occurrence of any force majeure event, the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, SEITIPL shall at its discretion, either terminate the MOU forthwith or suspend the performance of the MOU for certain period.

#### D. Other

- (i) Amendments and additions to this MoU must be made in writing. The written form cannot be replaced by the electronic form.
- (ii) Siemens ENERGY shall not be obligated to fulfil this MoU if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions or change of any internal policies or financial condition of SEITIPL, which shall be duly notified to the Institute.



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(iv)

The PARTIES undertake to cooperate in accordance with the principles of good faith and in particular to refrain from any action which might damage the reputation of the other PARTY.

Siemens Energy reserves the right to visit the relevant location at appropriate given time.

Snould one or more provisions of this MOU be invalid, this shall in no way affect the validity (v) or enforceability of the remaining provisions. The PARTIES shall replace unlawful, invalid or unenforceable provisions with lawful, valid or enforceable provisions that correspond as closely as possible to the original intention of both PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective officers or representatives hereunto duly authorized, at the place and as of the date first above written. INWITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT TO THIS 20 Day of February 2024.

Signed for and on behalf of Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, Maharashtra state, Pin-431005

Signed for and on behalf of Siemens Energy Industrial Turbomachinery India Private Limited .(Formerly known as Dresser-Rand India Private Limited), Plot No.187, GIDC, NARODA, AHMEDABAD -382330.

1. Dr. Sanjay Dambhare: Principal Governmen College of Engine 1999 Adleng of Engineering Chhatrapati Sambhajinagar Sambhajinagar

2. Dr. Sanjay Chikalthankar: Dean Administration and Execution (Member Secretary)

Rajesh Vyas (Managing Director)

Nevil Karia (Finance Director)

Address - Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar,

Siemens Entergy Industrial Turbomachinery India Private Limited (Formerly known as Dresser-Rand India Private Limited) Registered office address - Plot No. 2, Sector No. 2, kharghar Node, Navi Mumbai, Raigarh MH 410210

Principal place of business: Plot No.187. GIDC, Naroda, Ahmedabad 382330

Sign in presence of witness

Maharashtra state, Pin-431005

1. Dr. Shyam Sonawane: Head, Methanical Engineering Department

Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar, Pin-

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431 Notary Govt. Of India Reg. No. 15464 Aurangabac Adv. Suffita & Majejadh

Notary & . . Of India Reg. No. 154.4 Autongaba

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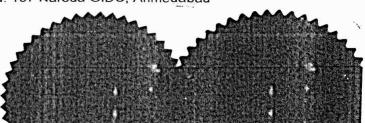
Siemens Energy Industrial Turbomachinery India Pvt. Ltd. 187 Naroda GIDC, Ahmedabad

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Reprocating compressor model – 1 Unit Centrifugal compressor model – 2 Units

#### **Comprehensive Contact Details**

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1. Contract from Government College of Engineering Aurangabad, Chhatrapati Sambhajinagar,

Dr. Shyam A. Sonawane (HOD, Mechanical Engineering)

Phone: +91 9421304832 Email: hodmech@geca.ac.in

Dr. S. B. Chikalthankar

Phone: +91 9890432120

Email: sbchikalthankar@geca.ac.in

2. Contact from Siemens Entergy Industrial Turbomachinery India Private Limited

Mr. Bhawansinh Kadam

Phone: +91 9730034473

Email ID: bhawansinh.kadam@siemens-energy.com



