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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.

**THIS MEMORANDUM OF UNDERSTANDING AGREEMENT MADE EXECUTED
AND DELIVERED ON THE DATE of 22nd Dec 2023.**

Between

M/S. NARUMA INDUSTRIES PRIVATE LIMITED hereinafter called "**OWNER**" its
Address- Khasra Number 917, First Floor Ahmedpur Kadach Railway Road, Jwalapur,
Haridwar, Uttarakhand, 249407 Which expressions shall, unless excluded by or repugnant to
the context or meaning thereof, be deemed to include its affiliates, successors, executors legal
representatives and permitted assigns, on part as:

And

M/S. JOG WASTE TO ENERGY PRIVATE LIMITED hereinafter called "**CONTRACTOR**" a Company incorporated and existing under the laws of Republic of India
and having its office at, 16/3 - Shivbhumi Industrial Estate part 2, Gatarad Bakrol road,
Bakrol Bujarang - 382433, Gujarat, INDIA, Which expression shall, unless excluded by a
repugnant to the contest or meaning thereof, be deemed to included by a repugnant to the
context or meaning thereof, be deemed to include its affiliates, successors, executors, legal
representatives and permitted assigns on the second part as **CONTRACTOR**"

PREAMBLE

Whereas OWNER intends to develop and install a Biogas to BioCNG Generation Plant having
capacity 5000 kg per day BioCNG Production (based on Cattle Dung, Sugarcane Press
Mud) consisting of Biogas to BIOCNG and Organic Fertiliser Generation from waste such as
Cattle Dung, Sugarcane Press Mud etc. Biogas Generation Unit, Biogas Upgrading
(Cleaning) Unit, BIOCNG Compressor, Cascade, Solid liquid separator, Utilities, associated
Piping facility.

Whereas the contractor is an established enterprise to develop install and execute operation &
maintenance of renewable energy projects such as All type of Gas plant manufacturing like as
Oxygen, nitrogen, air & gas dryer, Hydrogen plant, Biogas to Electricity Project, biomass to
power etc.

Whereas on the basis for Technical & Commercial scrutiny and to comply the terms and
conditions set forth in the above referred agreement OWNER wants to appoint JOG WASTE
TO ENERGY PRIVATE LIMITED as turnkey contractor for setting "ORGANIC WASTE TO
BIOGAS TO BIOCNG GENERATION AND ORGANIC FERTILIZER PLANT - Biogas
Generation, Biogas Upgrading (Cleaning) system, Fertilizer plant (Solid liquid Separation),
BIOCNG compressor etc."

NARUMA INDUSTRIES PVT. LTD.

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Director

FOR, JOG WASTE TO ENERGY PVT. LTD.

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THEREFORE: -

OWNER and CONTRACTOR have agreed to enter into an MOU agreement for carrying out Design & Engineering, Supply, Installation & Commissioning work for "BIOGAS TO BIOGNG GENERATION AND ORGANIC FERTILISER PLANT (Based on 130 Ton Feed stock volume with Cattle Dung (10 Ton), Sugarcane Press Mud (120 Ton) etc.)" as per specifications laid down in Schedule A, for undertaking Following activities;

1. Basic & Detail Engineering for Processing of 130 Ton Feed stock per day (5000 kg BioCNG production per Day) in an anaerobic Digester Biogas with complete & required accessories.
2. Procure and installation of Biogas generation equipments, Biogas Upgrading system, Compressor and cascade, Buffer tanks, pumps, piping, electrical equipments, instrumentation and other related facilities more specifically describe in **Schedule A**.
3. Supply installation and Erection of Electrical items for the plant.
4. Testing & performance of all equipments & machinery till handed over for the pre-commissioning.
5. Contractor is solely responsible to construct the PLANT facilities as per safety and environmental norms & smooth and safe work during the course of project.
6. Ensuring the successful performance of the created plant & infrastructure for the minimum period as guaranteed.
7. The project/ plant we construct under this agreement are guaranteed against any fault in workman ship or under performance for a period of the 12 months from the date of commissioning. Any of the equipments as bought outs shall be covered under guaranteed/ warrantee as offered by original manufacturer and the contractor will act in utmost good faith on behalf of the owner to get rectified any of such incidents.



FOR, JOG WASTE TO ENERGY PVT. LTD.

DIRECTOR

NARUMA INDUSTRIES PVT. LTD.

Director

SCHEDULE A

SCOPE OF WORK

Scope of work contains complete Design, Engineering, Procurement, Fabrication, Installation, and commissioning of 5000 KG per Day Production of BIOCNG - BIOGAS to BIOCNG Generation Plant having Capacity **130 Ton Feed Stock (Cattle Dung, Sugarcane Press Mud etc.)** consisting of Biogas to BIOCNG and Organic Fertiliser Generation from waste such as **Cattle Dung, Sugarcane Press Mud, Other Organic Waste etc.**

SCOPE OF SUPPLY INCLUDES FOLLOWING EQUIPMENTS

Machines/parts/accessories required completing the above-mentioned process plant with Desired Capacity.

1. Design & Engineering:

Design & Engineering includes complete basic engineering for the plant.
Detailed scope of work is defined below.

1.1 Process Engineering:

The Process/Project engineering group of **Jog Waste to Energy Pvt Ltd** would interact with Owner's team, to conclude / Compile Design Basic of the plant following.

- Plant operating philosophy
- On receipt of owner's acceptance/approval these basic documents, initially
- Basic engineering package and in continuation Detail engineered process
- Package consisting of following would be prepared:
 - Process Flow Diagrams
 - Process datasheets for static and rotary equipments
 - Instrument Process data sheets
 - P & I Diagram
 - Plant layout



2.0 Scope for Supply

As per mention in technical offer Broadly, Project Consist of various Processing Equipments, Utility-Equipments, and Instruments & Electrical Equipments.

Sr. No	Product Description	Qty
A	BIOGAS DIGESTER PLANT (Dia 32 mtr x Height- 9 mtr - 2 Nos) & PUMPING EQUIPMENT	
1	Weighbridge, Capacity - 40 Ton	1 SET
2	Substrate supply pump (1W +1S), Capacity -50 M3/hr	2 NOS
3	Separator Supply Pump	1 NO
4	Grinder (Rota Cutter)	1 NO
5	Agitator for Mixing Pit (Tank) 2 Nos. Rating - 15 HP/RPM-Variable /AISI304	2 NOS
6	Side Entry Type Agitator in CSTR Based Digester for Stirring (1 Digester) Rating - 20 HP (6 NOS) & 15 HP (6 NOS) 250 RPM with contact parts AISI304	2 x 6 = 12 NOS
7	Double membrane balloon With Accessories As per digester design capacity	2 NOS

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8	Other Accessories for Digester like Inspection Window, all Digester connection nozzle etc.	2 SET
9	Heating arrangement in digester	2 NOS
B	EQUIPMENT /MACHINERY FOR FERTILIZER TANK	
1	Top Entry Agitator/Submersible agitator	1 SET
2	Pump for slurry Transfer	1 SET
3	Auto Valves	1 SET
4	Manual Valves	1 SET
5	Flanges	1 SET
6	Wall Mounting Flanges	1 SET
7	Fitting Material of Flanges	1 SET
C	BIOGAS UPGRADATION SYSTEM	
1	Biogas/Methane flow transmitter	
2	Sand Filter	1 NO
3	Catalyst Tower based H ₂ S Removal system	1 NO
4	One Filter Separator	1 NO
5	700 m ³ /hr Biogas Up gradation system with Accessories (Four Tower System)	1 NO
6	350 m ³ /hr Methane recovery unit (Methane Loss < 2-3%)	1 NO
7	Surge Tank and Buffer Tank 30 m ³ each for main unit	1 NO
8	Online gas Monitoring system with Analyzer for H ₂ S, CO ₂ , CH ₄	1 NO
9	Online dew point meter	1 NO
10	Laboratory and Analytical Equipments	1 SET
D	BIOCNG COMPRESSOR SYSTEM	
1	400 m ³ per hour BIOCNG compressor and accessories	1 NO
E	BIOCNG FILLING STATION	
1	Filling station SS material of filling points 04 Nos	01 SET
F	BIOCNG CASCADE	
1	40 Cylinder Cascade @ 260 Kg/cm ² Capacity-3000 Ltrs (Water volume)	05 NOS
G	ORGANIC FERTILIZER PLANT	
1	Solid/ Liquid Fertilizer Separator Unit	2 NOS
2	Solid Fertilizer Unit bagging system and accessories	1 SET
3	Liquid Fertilizer filling system	1 SET
H	INSTRUMENTATION & CONTROL SYSTEM	
1	Instruments and Control System for biogas generation, Biogas Upgrading plant, Compressor, fertilizer plant etc.	1 SET
2	LAB equipments for testing different parameters	1 SET

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I	AUTOMATION ELEMENTS	
1	Automation Elements for biogas generation, Biogas Upgrading plant, Compressor etc.	1 SET
J	PIPING AND VALVE SYSTEM	
1	Liquid, Gas piping system for conveying substrates and gas pipe line and valves for digester to purification and gas engine. Liquids pipe line from mixing pit to digester, digester to solid liquid separator and solid liquid separator to mixing pit or as required.	1 LOT
K	ELECTRICAL WORKS	
1	All internal electrical and instrument cable and cable tray, Junction box, Whole project distribution panel and panel, field start stop switch boards. OR as per site requirement.	1 LOT
L	ELECTRICAL & ELECTRICAL REQUIRMENTS	
1	Electrical distribution panel	1 SET
2	Grid Transformer/LBS/HTMC for plant	1 SET
3	Servo Stabilizer	1 SET
4	DG set for Backup power or UPS (10 kVA)	1 SET
5	Cables	1 SET
6	Earthing	1 SET
M	FIRE FITTING EQUIPMENT	
1	Fire Pump room	1 SET
2	Fire Hydrant System	1 SET
3	Fire Sprinkler System	1 SET
4	Fire Extinguisher System	1 SET
5	Fire Alarm and detection System	1 SET

❖ **Contractor's Scope (Terms & Conditions)**

- All Biogas project civil work and Structural work (Civil and Structural Engineering Required for the plant.)
- Supply of machinery /equipment as per above mention scope.
- Installation, commissioning, testing, and 2 months training.
- Consultancy chargers including DPR, PESO licensing, design for civil work, project layout.
- Subsidy (Contractor will only provide guidance for Documentation and preparation).
- Transportation and insurance.
- All the technical, financial, statutory support documentation as required for statutory and regulatory approvals of the project will be supported by JOG WASTE TO ENERGY PVT. LTD. and respective liaisoning will be carried out by the owner.

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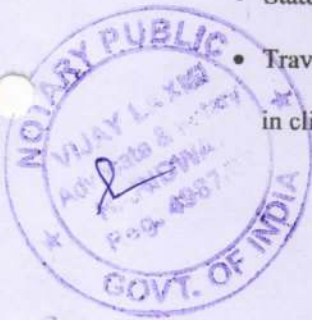
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❖ **Owner's Scope (Terms & Conditions)**

- All Electrical and Instrument/power cabling outside the battery limit. (Cable from Transformer to Distribution panel will be client scope)
- Lifting and shifting equipment required at the time of erection and commissioning.
- Any type of services required after one year from date of commissioning. However, if services are required after one year, they can be provided on a chargeable basis.
- Pre- dispatch inspection including costs thereof shall be in the scope of client.
- Unloading, & shifting of all equipments to respective foundation.
- Statutory approvals & operating permits.
- Travelling, Lodging, and Boarding arrangements for engineer steam of commissioning are in client scope.



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SCHEDULE B:
RATE SCHEDULE & TERMS OF PAYMENTS

1. Contract Price:

The total contract value for supply and erection work as defined in Schedule a Scope of Work shall be **INR. 28,91,16,800/- Twenty-Eight Crore Ninety-One Lakh Sixteen Thousand Eight Hundred Rupees and Zero Paise Only)**

Sr No.	Description	Qty	Price	Total
1.	Weighbridge	1 Set	8,25,000/-	8,25,000/-
2.	Pumping Equipment and Grinder with Piping arrangement for feeding	As above Mention	75,25,000/-	75,25,000/-
3.	Equipment/Machinery for Feed Mixing Tank	2 Nos.	35,14,000/-	70,28,000/-
4.	Digester Mechanical & Electrical Equipment Package <ul style="list-style-type: none"> • All Mixing Equipment (Side Entry Type Agitator in CSTR Based Digester for Stirring) • Heating Arrangement for Digester • Liquid, Gas piping system for conveying substrates and Liquids & gas from Digester up to 30 Mtr • Inspection Window (sight glass) • Other Digester Accessories • All digester connection nozzles 	2 Digester	1,80,00,000/-	3,60,00,000/-
5.	Fertilizer tank machinery <ul style="list-style-type: none"> • Top entry agitator • Pump for slurry transfer • All type of piping and valve arrangement • Other fitting accessories 	1 Set	35,50,000/-	71,00,000/-
6.	Double membrane Balloon JOG Type: JOG Membrane Mounted on Digester Tank (Dia - 32 mtr)	2 set	45,50,000/-	91,00,000/-
7.	Horizontal Solid liquid separator	2 set	31,00,000/-	62,00,000/-
8.	Catalyst Tower based H2S Removal system (700 m3/hr)	1 set	65,50,000/-	65,50,000/-
9.	700 M3 /hr Biogas Up gradation Plant as per given scope of supply 4 Tower Based systems With all electrical, instrumentation, controls and HMI PLC System.	1 set	2,40,00,000/-	2,40,00,000/-



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10.	350 M3/hr Recovery System - (Methane CH4 loss < 2 -3 %) as per given scope of supply 2 Tower Based systems	1 set	85,50,000/-	85,50,000/-
11.	400 m3/hr Biogas Booster compressor Up to 250 bars High pressure piping and fitting with accessories, High pressure line up to compressor to cascade.	1 set	1,45,00,000/-	1,45,00,000/-
12.	BIOCNG Filling Station	1 set	9,50,000/-	9,50,000/-
13.	Automation Elements	Package	78,21,000/-	78,21,000/-
14.	Electrical, Instrumentation & Control Panel Electrical Equipment- PLC Control panel, Power panel, Cable for all these from field to panel room	1 set	81,65,000/-	81,65,000/-
15.	Electrical and Electronic Requirement <ul style="list-style-type: none">• Distribution panel• Servo stabilizer• Transformer• Cables & Earthing	1 set	85,20,000/-	85,20,000/-
16.	40 Cylinder cascade	5 Nos.	18,50,000/-	92,50,000/-
17.	Solid Fertilizer Packaging & Bagging System	1 Set	71,50,000/-	71,50,000/-
18.	Liquid Fertiliser Filling system	1 Set	51,50,000/-	51,50,000/-
19.	Product Gas Analysers Online gas Monitoring system with Analyser for H2S, CH4, O2, Co2 Online dew point meter	1 set	10,50,000/-	10,50,000/-
20.	Laboratory Equipment	1 set	7,00,000/-	7,00,000/-
21.	Annual operational spare for smooth operation of plant	Lum Sum	25,80,000/-	25,80,000/-
22.	All Civil Work-Building, Digester, Shed, Road etc. (Mixing Pit, Digester, Digested Slurry Tank Solid Liquid separator and shredder Platform, H2S and Moisture Removal System shed and other plant and machinery shed, all foundation, control room etc.) As per detailed mention in Proposals	1 set	7,25,84,300/-	7,25,84,000/-
23.	Fire fitting equipment as per above scope of supply	Lum Sum	41,00,000/-	41,00,000/-
24.	Clearing, Forwarding, Handling & freight cost etc.	Lum Sum	27,42,700/-	27,42,000/-
Total (INR)			25,81,40,000/-	
GST-12 % (Sr No.1 to 24)			3,09,76,800/-	
Sub Total (Total + GST 12%)			28,91,16,800/-	
In Word- Twenty-Eight Crore Ninety-One Lakh Sixteen Thousand Eight Hundred Rupees and Zero Paisa Only				

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2. Payment Terms:

- 25% of Net Order Value as advance with clear signed purchase order/Agreements or loan disbursement.
- 15 % after drawing approval.
- 55% of Net Order Value with all taxes, duties, & levies against Proforma invoice before dispatch on pro-rata basis.
- 5% after Installation & Commissioning & Trial Production.
- **Note-**

The client will have to pay Ten Lakh Rupees (INR-10, 00,000.00/-) at the time of this agreement.

The Contractor will start services of documentary support including DPR Project Layout and others as and when required to facilitate various letting, permission Document etc. of the project.

3. Taxes and Duties

- GST Tax Extra -12 % or Extra at the time of dispatch as per applicable.

4. Delivery Time/Completion Schedule

- The equipment for the complete system shall be delivered within 11-12 Calendar months. Ex-Works, Ahmedabad, subject to supplier works from zero date.
- The delivery of equipment shall be completed subject to the following Approval of drawings, loan advance payment, and other documents as per schedule adhering to the mutually agreed payment terms. Timely furnishing of all relevant forms Force majeure conditions as detailed in General Terms of sale.

5. Warranty:

The equipments supplied are guaranteed for a period of 12 months from the date of commissioning or beneficial operation of plant or 18 months from the date of last major supply whichever is earlier.

Equipment guarantee is valid against defective workmanship and / or poor performance of the system only. Our liability is limited to repair or replace the same and not subject to any wear and tear or supply of consumables and spares due to regular operation of the system. Any services required while operating the system without any problem of workmanship during guarantee period shall be charged as per daily service charged.

This above guarantee is also subject to the following points:

- You are using spare parts and consumables recommended by us.
- Take care of the preventive maintenance as per suggested by us.
- Maintain operation and maintenance data / records log sheets and same is available whenever asked by us. Normally we suggest submitting this record every fifteen days courier / e-mail to us.

NARUMA INDUSTRIES PVT. LTD.

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Director

FOR, JOG WASTE TO ENERGY PVT. LTD.

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DIRECTOR

6. Non-Disclosure & Confidentiality:

Any information (whether oral, written, visual or otherwise, hard or soft copy as may be provided by either Parties, provided the same is reduced in writing immediately and marked and identified as confidential information) disclosed or made known by the Parties to each other, shall be considered "Confidential Information" unless otherwise specified. Both the Parties commit to a strict maintenance of confidentiality, of any information shared by either of the Parties. Any confidential information shared as a result of this Agreement shall remain in force until that particular Confidential Information falls into the public domain through no act or omission on part of the Parties or for a period of two (2) years from the last disclosure, whichever is later.

7. Force Majeure Conditions:

The delivery indicated is subject to delay that could arise due to our principal/supplier for reasons beyond their control, covered under the force majeure conditions like strikes, lockouts, fire to our suppliers works or at site or during transit, war, labour disturbances, natural calamities, acts of Government or law which affects the production schedule of our suppliers or ours.

8. Liability:

JOG's total liability, of whatsoever nature, arising out of its product in the Warranty period, is restricted to Ex-works price of the product only, as paid by the customer. No liability, of whatsoever nature, will lie with us after the Warrantee period.

9. Arbitration and Law Applicable:

Any dispute whatsoever arising out of the contract unless amicably settled shall be referred to two arbitrators residing in Ahmedabad, India, each holding a responsible position in a firm or a company which is a Member of the Gujarat Chamber of Commerce and Industry, one to be appointed by each party to the dispute, unless otherwise agreed, the contract shall be governed by Law of Ahmedabad Jurisdiction.

10. Cancellation of Contract:

As this system is made to order, in no event, order once placed cannot be cancelled. In the event of cancellation of order from customer, the advance shall be not refunded and customer shall indemnify JOG Waste to Energy against any consequential loss. Customer cannot sign/place an order to any Indian or international vendor/company for the same subjected project after order cancellation for a period of 12 calendar months from JOG Waste to Energy. In case if we came to know that if customer goes against the terms, he has to pay 25% of his total project cost to JOG Waste to Energy as a penalty.

11. Price Escalation:

The client is here by agree to accept the price escalation clause after the period of 365 days after the signing of this Agreement. The actual price of this agreement may be increase in future, client has to accept the actual price during the final agreement, escalation price of any product/machinery mentioned under this agreement will be accept by mutual consent.

NARUMA INDUSTRIES PVT. LTD.

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Director

FOR, JOG WASTE TO ENERGY PVT. LTD.

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SCHEDULE C:

Owner's Scope and Obligations

❖ Owners Obligations:

- Land & Land Development Viz. Land Levelling.
- Supply of hydro testing water for processing unit, Tanks & piping in adequate quantity & Quality free of Cost.
- Construction Power & Water Free of Cost
- Electrical Power from Government along with Transformer and all Auxiliary Facilities up to MCC Panel
- All Government and Local authority approvals/ permits for the project and site work.
- Arrangement of Security persons for project site at Owners 'cost.
- Timely Payment of Contractor's Invoices and Payment.

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Director

FOR, JUG WASTE TO ENERGY PVT. LTD.

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IN WITNESS WHEREOF THIS DEED IS SIGNED BY TE PARTIES HERETO THE
DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Party of the First Part: -

M/S NARUMA INDUSTRIES PRIVATE LIMITED



NARUMA INDUSTRIES PVT. LTD.

Director

Director

Party of the Second Part: -

M/S JOG WASTE TO ENERGY PRIVATE LIMITED



FOR, JOG WASTE TO ENERGY PVT. LTD.

DIRECTOR

Director

Witness: -

a) Signature: -

Name: - Sayan Sharma

Address: - Krishna Nagar, post - Gurukul, Kanadi
Dist - Haridwar, Uttarakhand, 249408.

b) Signature: - K.B. Patel

Name: - Krunalbhavi Babubhai Patel

Address: - Ahmedabad city, Ahmedabad
Gujarat - 380026.

ATTESTE

VIJAY LAXMI

Advocate & Notary

HARIDWAR (U.K.)

CERTIFIED BY

PAHAL SINGH
Advocate

Tahsil Compound Haridwar