

Date: 26th July, 2024

To,
The General Manager
Listing Department
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 001.

BSE CODE: 532435

SUBJECT: Disclosure under Regulation 30 Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/Madam,

- A. In pursuant to Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that company entered Consortium Agreement with M/s. Haresh Agencies, a partnership firm registered under the Indian Partnership Act, 1932 for the purpose of Supply, Installation, Testing, Commissioning and Operation of Biomedical Waste Disinfection System Microwave Based with Advance Technology (the "Project/Contract") and the Additional details of the Agreement provided in the **ANNEXURE-1**.

Kindly acknowledge and take on record the same.

Thanking you,

For Sanmit Infra Limited,


Sanjay Kanayalal Makhija
Managing Director
(DIN: 00586770)



ANNEXURE-1

Additional Details Required under SEBI Circular dated July 13, 2024, for Corporate Announcement filed under Regulation 30 of SEBI (LODR) Regulations, 2015. - Annexure I - Point 5. Agreements/JV/Family settlement agreement(s) not in normal course of business.

5.1	Name(s) of parties with whom the agreement is entered	M/s. Haresh Agencies (First party) and M/s. Sanmit Infra Limited (Second party)
5.2	Purpose of entering into the agreement	Maharashtra Medical Goods Procurement Authority MMGPA has invited bids by its tender vide reference No E-118/MMGPA/EQUIPMENT/BMW DISINFECTION MACHINE (2024-25) DATED 04-07-2024 for "Supply, Installation, Testing, Commissioning and Operation of Biomedical Waste Disinfection System Microwave Based with Advance Technology"(the "Project/Contract").
5.3	Shareholding, if any, in the entity with whom the agreement is executed	M/s. Sanmit Infra Limited is not having any Shareholding in M/s. Haresh Agencies . Its Director is having Shareholding in M/s. Haresh Agencies: Mr. Sanjay Makhija - 25% Mr. Haresh Makhija -25% Mr. Dinesh Makhija - 25% Mr. Kamal Makhija - 25%
5.4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc	1. Role of the Parties: The Lead Member M/S HARESH AGENCIES would be responsible for the following obligation and responsibilities in the Agreement for the Project. a) Supply, Installation, Testing, Commissioning of Biomedical Waste Disinfection System Microwave Based with Advance Technology. b) Operation of the Biomedical Waste Disinfection System Microwave Based with Advance Technology. c) Total Maintenance of the Biomedical Waste Disinfection System Microwave Based with Advance Technology during Warranty period. d) Acceptance of the contract on behalf of consortium e) Preparation and submission of bid on behalf of the consortium.

- f) To submit invoice and other documents and receive the payment on behalf of consortium.
- g) To respond promptly in settlement of disputes arising during any stage from submission of bid till closure of contract.
- h) To participate in the process of arbitration.

The second member **M/s. SANMIT INFRA LTD** would be responsible for the following obligation in the Agreement for the Project.

- a) Assistance to Haresh Agencies for Maintenance of the Biomedical Waste Disinfection System Microwave Based with Advance Technology during Warranty period.
- b) To ensure performance of the equipment/system as the case may be on behalf of Haresh Agencies.

The Parties are together responsible for performing all its *obligations and responsibilities in terms of the Agreement* for the Project.

2. Consortium Bank Account

The Parties shall open a separate Consortium Bank Account (distinct from the Bank Accounts of the individual members) to which the individual member shall contribute their share capital and/or working capital. The financial obligations of the consortium shall be discharged through the said Consortium Bank Account only and all the payments made by/or to MMGPA shall be through that account alone.

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

4. Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement of the contract for "**Supply, Installation,**

Testing, Commissioning and Operation of Biomedical Waste Disinfection System Microwave Based with Advance Technology" or any shortfall in the execution of the Project, meeting the guaranteed performance/parameters as per technical specifications documents relating to the Tender. "Primary Bidder" undertake to promptly make good such loss or damage on MMGPA demand without any demur. MMGPA shall have the right to proceed against any one of the Parties here-in in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of MMGPA to proceed against the "Lead member" before proceeding against the other Parties herein.

5. Assignment:

The rights and obligations of the parties under this Agreement shall not be assigned to any third party without the prior written consent of MMGPA.

6. Employers' responsibility:

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

7. Insurance:

The Parties herein shall at their own expenses take out and maintain insurance cover as may be necessary to cover their liabilities.

8. Applicable Law:

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Mumbai shall have the exclusive jurisdiction in all matters arising hereunder.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Agreement. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected

		<p>Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents</p> <p>10. Indemnification:</p> <p>All consortium members of this agreement shall fully indemnify, hold harmless and defend MMGPA and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India,</p> <p>The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of MMGPA.</p>
5.5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	<p>Yes</p> <p>(M/s. Haresh Agencies is a Partnership firm where directors Mr. Sanjay Makhija, Mr. Haresh Makhija, Mr. Kamal Makhija and Mr. Dinesh Makhija are partners)</p>
5.6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	Yes. It is done at Arms Length.
5.7	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
5.8	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity,	These Enterprise is represented by the persons who are Directors of the Company and Partners in the Firm Mr. Sanjay Makhija, Mr. Haresh Makhija, Mr. Dinesh Makhija

	potential conflict of interest arising out of such agreements, etc	and Mr. Kamal Makhija.
5.9	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>a) name of parties to the agreement;</p> <p>b) nature of the agreement;</p> <p>c) date of execution of the agreement;</p> <p>d) details of amendment and impact thereof or reasons of termination and impact thereof</p>	<p>Any amendment to this Agreement shall be mutually agreed in writing and executed by the Parties.</p> <p>a) name of parties to the agreement: M/s. Haresh Agencies and M/s. Sanmit Infra Limited;</p> <p>b) nature of the agreement: Consortium Agreement for putting tender for Supply, Installation, Testing, Commissioning and Operation of Biomedical Waste Disinfection System Microwave Based with Advance Technology ;</p> <p>c) date of execution of the agreement: 26TH July 2024;</p> <p>d) details of amendment and impact thereof : No amendment and impact thereof and no reasons of termination and impact thereof.</p>

For Sanmit Infra Limited,

Sanjay K. Makhija

Sanjay Kanayalal Makhija
Managing Director
(DIN: 00586770)

