



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL25292663530530Y
 Certificate Issued Date : 04-Jun-2026 01:21 PM
 Account Reference : IMPACC (IV)/ dl1119003/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL111900362085803375210Y
 Purchased by : SARAL PIXEL AI LABS PRIVATE LIMITED
 Description of Document : Article 58 Memorandum of Settlement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SARAL PIXEL AI LABS PRIVATE LIMITED
 Second Party : JAMIA MILLIA ISLAMIA
 Stamp Duty Paid By : SARAL PIXEL AI LABS PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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मो. रिहान खान सूरी / Prof. Rehan Khan Suri
 निदेशक / Director

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 Registrar, JMI
 3/7/26

नोबोस एंड एंटरप्राइज केंद्र / Centre for Innovation And Entrepreneurship
 जामिया मिल्लिया इस्लामिया / Jamia Millia Islamia

MEMORANDUM OF UNDERSTANDING

This binding memorandum of understanding ("MOU") is made on this day of 04/06/2026 ("Effective Date")

By and Between

SaralPixel-AI Labs Private Limited a company incorporated as per the Companies Act, 2013 of the address *D43 A, Second Floor, Street No-8, Mandawali Unchepar, New Delhi - 110092* through its authorized directors (1) **Dr. Nripendra Kumar Singh**, DIN10531673, (2) **Dr. Uzma Ansari**, DIN 10531672 (hereinafter referred to as '**Directors**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, designates and permitted assigns).

AND

Centre for Innovation and Entrepreneurship established in 2015 through **Jamia Millia Islamia**, a Central University Established by an act of Parliament in 1988 having its office at Maulana Mohammad Ali Jauhar Marg, Jamia Nagar, New Delhi- 110025, represented by Registrar Jamia Millia Islamia (hereinafter referred to as the "**CIE**" which expression shall unless it be repugnant to the context or meaning thereof, include its successors, executors and administrators in office, legal representative and permitted assigns)

SaralPixel-AI Labs Private Limited and **CIE** Party are hereinafter referred to as the "**Parties**" in the collective and referred to as the "**Party**" in the singular.

WHEREAS:

- A. SaralPixel-AI Labs Private Limited is a private limited company incorporated in Delhi and has been actively operating in the field of design and development of AI-powered dental chairs and biomedical devices for hospitals and dental clinics.
- B. Centre for Innovation and Entrepreneurship through Jamia Millia Islamia established in 2015 as per the direction of the Government of India to focus on innovation and skill-oriented education.
- C. Both parties have agreed to work together for a mutually beneficial and non-exclusive business relationship as per the terms and conditions of this MOU to establish a Research & Development and Assembly facility at CIE.

NOW THEREFORE, in considering the foregoing, the Parties hereby consent to enter into this MOU and to cooperate under the terms and circumstances set forth below.

1. Purpose and Scope

SaralPixel-AI Labs Private Limited seeks to establish a Research and Development (R&D) and Assembly facility at CIE, funded by SaralPixel-AI Labs Private, to enhance advancements in AI technology in healthcare by leveraging the institution's supportive academic environment.



[Signature]
प्रो. रितन खान सूरी / Prof. Ritan Khan Suri
निदेशक / Director
Centre for Innovation And Entrepreneurship

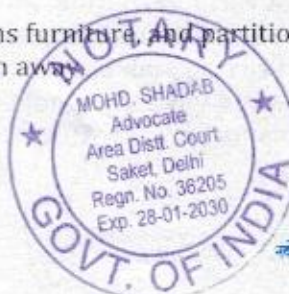
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- ii. SaralPixel-AI Labs Private Limited seeks to integrate its operations within the esteemed premises of CIE to foster innovation and nurture talent in AI technology and healthcare.
- iii. SaralPixel-AI Labs Private Limited will set up the R&D and Assembly facility within the Incubation Centre under the Centre for Innovation and Entrepreneurship (CIE), located near the Polytechnic building.
- iv. SaralPixel-AI Labs Private Limited will utilize the facility as a hub for pioneering research and practical assembly work in AI and deep learning technology in healthcare.
- v. This facility will offer educational and experiential learning for students, providing them with hands-on experience and the opportunity to engage in cutting-edge technological advancements.
- vi. This MOU aims to establish a long-term, and mutually beneficial relationship between SaralPixel-AI Labs Private Limited and CIE, ensuring sustained growth and development in Artificial Intelligence and research application.

2. Facilities Saral Pixel Private Limited Will Establish

SaralPixel-AI Labs, in collaboration with CIE, hereby commits to establish and maintain the following facilities and programs at its own expense:

- i. **Assembly Line Setup:** SaralPixel-AI Labs Private Limited will install 2 assembly unit dedicated to AI-powered dental chair development and R&D purposes.
- ii. **ESD Flooring:** SaralPixel-AI Labs Private Limited will provide electrostatic discharge (ESD) flooring to protect sensitive electronic equipment within the facility.
- iii. **Hardware, Tools and Equipment:** SaralPixel-AI Labs Private Limited will install all the essential tools and equipment necessary for manufacturing and R&D activities.
- iv. **Internship and Job Opportunities:** SaralPixel-AI Labs Private Limited will provide opportunities for the students of the Jamia Millia Islamia to gain hands-on experience through internships and potential job placements.
- v. **Exposure to AI and Healthcare Market:** SaralPixel-AI Labs Private Limited will facilitate connections with the healthcare sector to provide students with advanced project exposure.
- vi. **Research and Development:** SaralPixel-AI Labs Private Limited will collaborate on joint R&D projects involving faculty members to foster innovation and technological advancement.
- vii. **Course on Artificial Intelligence and Deep Learning Technology:** SaralPixel-AI Labs Private Limited will offer a comprehensive course on AI and Deep Learning to enhance the student's knowledge and skills. A schedule of internships and other usages of the laboratory will be prepared with mutual consent as and when required.
- viii. Fixtures, false ceiling, lights, fans furniture, and partitions will be retained at the exit and the equipment (s) can be taken away.



प्रो. रिहान खान सूरी / Prof. Rehan Khan Suri
निदेशक / Director
नवोन्मेष एन. उद्यमिता केंद्र / Centre for Innovation And Entrepreneurship
जमिया मिल्लिया इस्लामिया / Jamia Millia Islamia
नई दिल्ली / New Delhi - 110025

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including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

The Parties expressly acknowledge and agree that the SaralPixel-AI Labs Private Limited is sole owner of the Intellectual Property Rights created and/or developed by it, and in connection with, the SaralPixel-AI Labs Private Limited Services, all services provided by SaralPixel-AI Labs Private Limited in relation to the setting-up the facility, and any all documentation in relation to the SaralPixel-AI Labs Private Service. CIE agrees, warrants and undertakes that it shall ensure that the SaralPixel-AI Labs Private Intellectual Property Rights are not infringed, tampered with and/or copied for any other reason by CIE, its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates and/or the Beneficiaries.

6. Confidential Information

"Confidential Information" means any and all technical and non-technical information, in any form, disclosed either directly or indirectly, by a Party ("**Discloser**") to the other Party ("**Recipient**") that is marked as confidential and/or proprietary or that, due to the nature of the information and circumstances of disclosure, would reasonably be understood to be confidential. Confidential Information includes, but is not limited to: business plans, trade secrets, product specifications, formulae, software, programs, compositions, samples, data, databases, findings, information relating to business systems, methods, processes and strategies, customer lists, supplier and service provider information, costing or pricing information, market studies, financial information, projected sales and marketing plans and any other related information.

In consideration of entering into this MOU, each Recipient agrees that it will hold in strict confidence and not disclose to any third party any Confidential Information of the Discloser, except as approved in writing by the Discloser, and will use such Confidential Information solely for the Purpose and not for any other purpose whatsoever. The Recipient will protect Confidential Information with at least the same degree of care used to protect its own Confidential Information but in no case less than reasonable care. The Recipient will limit access to the Confidential Information to only those employees or authorized representatives having a need to know and who are bound by confidentiality obligations at least as restrictive as those herein. The Recipient will use best endeavours to promptly notify the Discloser upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Discloser. The Recipient will not have any obligations under this MOU with respect to Confidential Information that it can reasonably demonstrate that:

- (a) such Confidential Information was in the public domain at the time of the disclosure or entered the public domain subsequent to the time of disclosure, except as a result of a breach by the Recipient of its obligation of confidentiality (whether contractual or otherwise) to the Discloser under this MOU;
- (b) after such disclosure becomes generally available in the public domain other than by reasons of breach of this MOU;
- (c) the Recipient was already in their possession and at their free disposal before it was disclosed by the Discloser as evidenced by its written / tangible records;
- (d) becomes available to the Recipient on a non-confidential basis from a source other than from the Discloser, provided that such source is not to the Recipient's knowledge



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नई दिल्ली / New Delhi - 110025

bound by a confidentiality MOU or other legal or fiduciary obligation of secrecy to the Discloser; or

- (e) such Confidential Information was independently developed by the Recipient (with no reference to any information disclosed to it by the Discloser, whether before or after the date of this MOU).

Each Party acknowledges that any breach of its obligations under this Clause shall be construed to be a material breach of this Agreement. Each Party further acknowledges and agrees that, in the event of a breach or threatened breach of any provision of this section, the Disclosing Party may have no adequate remedy in damages and, accordingly, is entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief against the Receiving Party as may be deemed proper by a court of competent jurisdiction.

7. Term and Termination

This MOU will come into force on the Effective Date and will remain in full force and effect for a lock-in period of two (2) years from the Effective Date (**the "Term"**). The Term may of this MOU maybe extended further periods on the same terms and conditions or on a mutually agreed terms and conditions between the parties.

This MOU may be terminated by either Party at any time after the lock-in period ends, upon thirty (30) days written notice to the other Party. Each Party's obligations under this MOU, will survive and remain in full force (a) irrespective of whether any further understanding/MOU is entered into between the Parties; (b) following the termination of this MOU in accordance with this clause; (c) on the expiry of this MOU; and will be binding upon such Party's successors and assignees. The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior or after the date of termination

Either Party may terminate this MOU on the occurrence of any of the following events:

- (a) immediately, if other Party is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors; or
- (b) immediately, if other Party is dissolved or wound up compulsorily or if an order made or an effective resolution is passed for the winding up of the such Party; or
- (c) In case of any material breach of this MOU by the other Party, however after giving 30 (thirty) days prior written notice to the other Party to rectify such breach and the Party in breach is unable to rectify such breach within such 15 (fifteen) days' time.
- (d) The MoU is valid for a period of 2 years, extendable by mutual consent, with a minimum extension period of one year.

8. Incubation Fee

- (a) Incubation Fee to be paid from the Seventh Month of the operation.
- (b) First Six months will be no incubation fee.
- (c) For the next six months, the charge will be up to Rs. 6,000/- which is expected to be from the 1st December, 2026.
- (d) From next year onwards, the charge will be Rs. 12,000/- After a year of operation from 13th Month onwards i.e. 1st June, 2027.



Either Party is providing all the information including but not limited to Confidential Information on an "as is" basis and disclaims all warranties, whether express, implied or statutory, including without limitation any implied warranties of title, non-infringement of third-party rights, merchantability, or fitness for a particular purpose.

10. Governing Law

This MOU and any action related thereto will be governed by the laws of India and the Parties agree to submit to the exclusive jurisdiction of the courts of New Delhi.

11. Notices

All notices under this MOU will be in writing and delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. The Notices shall be forwarded as per the information mentioned below:

If to SaralPixel-AI Labs Pvt Ltd.:

Name: Dr. Nripendra Kumar Singh

Designation: Director

Address: D43-A, 2nd Floor, Street No. 08, Mandawali Unchepar, Delhi-110092

Contact No. 9891487069

Email Id: nripendrkr123@gmail.com

If to CIE:

Name: Prof. (Dr.) Rihan Khan Suri

Designation: Director (Centre for Innovation and Entrepreneurship)

Address: CIE, Gate No. 4C, Jamia Millia Islamia, New Delhi

Contact No. +91 8433869205

Email Id: cie@jmi.ac.in

12. Other

This MOU, together with the schedules hereto constitutes the whole MOU amongst the Parties relating to the subject matter hereof and supersedes and overrides any and all prior arrangements, whether oral or written, relating to such subject matter. Nothing in this MOU creates or shall be deemed to create any employment, joint venture, or agency between the Parties. If any provision of this MOU is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this MOU unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this MOU on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The warranties, covenants, acknowledgements, and undertakings given by each Party under this MOU are also given for the benefit of that Party's subsidiaries and affiliates. This MOU is the final, complete, and exclusive MOU of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions with respect to such matters. No modification of this MOU will be effective unless in writing and signed by both Parties. This MOU may be executed in counterparts, which taken together will constitute one instrument.




Dr. Rihan Khan Suri / Prof. Rihan Khan Suri
निदेशक / Director
मनोमय एवं उद्यमिता केन्द्र / Centre for Innovation And Entrepreneurship
जमिया मिलिया इस्लामिया / Jamia Millia Islamia
नई दिल्ली / New Delhi - 110025


Registrar, JMI
3/7/26

13. Declaration

Each Party hereby accepts, acknowledges and confirms that all obligations and covenants under this MOU, stated in the English language have been fully understood by both the Parties to the best of their knowledge.

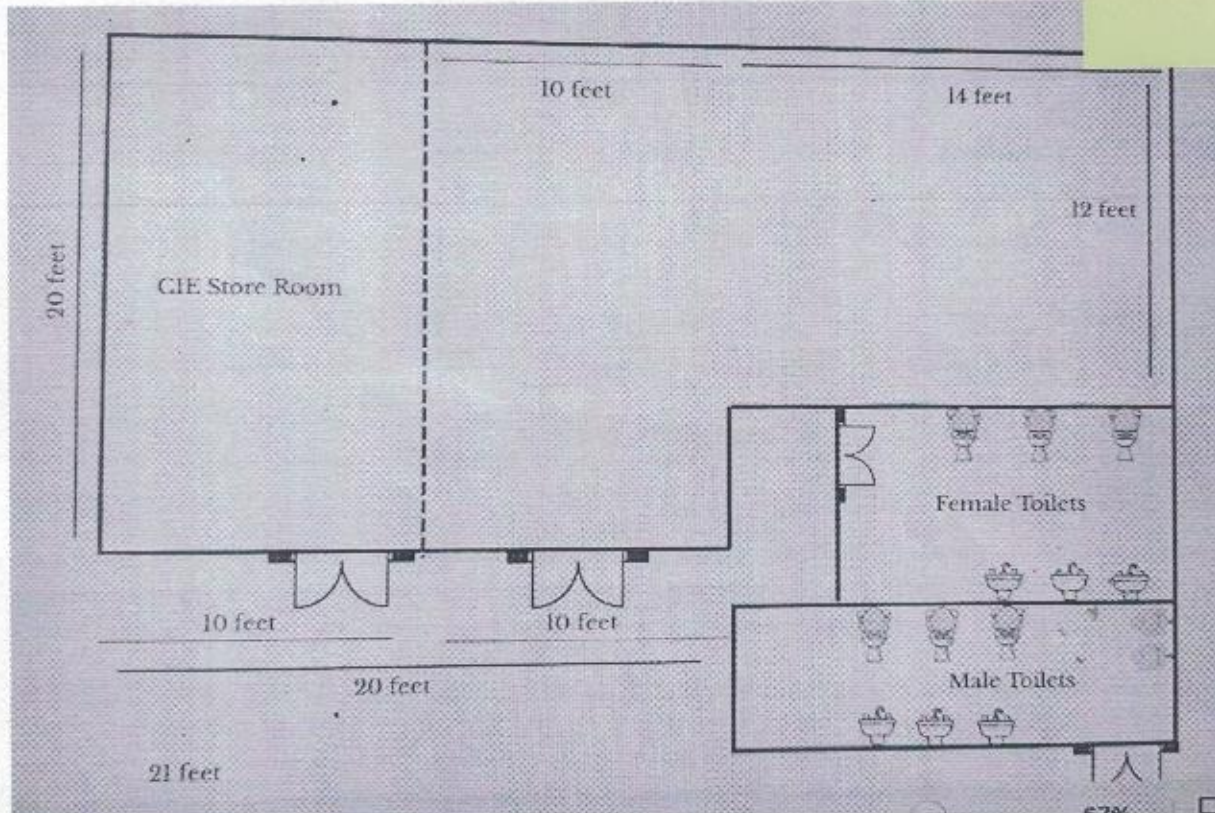


Figure: Area Plan given by CIE

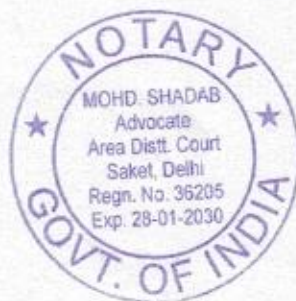
Area in measurement Part_1 = $20 \times 10 = 200$ sq. ft.

Part_2 = $14 \times 12 = 168$ sq. ft.

Total Area in Square feet = 368 sq. ft.

[Signature page follows]

Abhishek K. Singh



[Signature]
3/7/26
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प्र. रिहाम खान सूरी / Prof. Raham Khan Suri
निदेशक / Director
नवोन्मेष एवं उद्यमिता केंद्र / Centre for Innovation And Entrepreneurship
जाविया मल्लिका इस्लामिया / Javiana Mallika Islamia
नई दिल्ली / New Delhi - 110025

IN WITNESS WHEREOF, the Parties have duly executed this MOU on the date as set out in Schedule I of this MOU.

Signed and delivered by the authorized signatory of SaralPixel-AI Labs Private Limited.	Name : Dr. Nripendra Kumar Singh Title : Director
Signed and delivered by the authorized signatory of CE JMI	Name : Prof. (Dr.) MD. MAHTAB ALAM RIZVI Title : Registrar, JMI

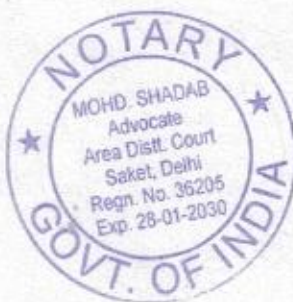
Nripendra Kumar Singh

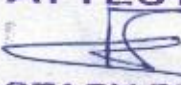
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कुलसचिव / Registrar
जामिया मिलिया इस्लामिया / Jamia Millia Islamia
केन्द्रीय विश्वविद्यालय / Central University
नई दिल्ली / New Delhi - 110025

M. Mahtab Alam Rizvi





ATTESTED

NOTARY PUBLIC
GOVT. OF INDIA

- 4 JUN 2026

Registrar JMI
3/6/26

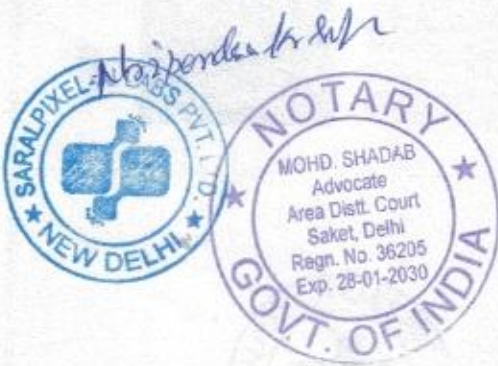
SCHEDULE I

SaraPixel-AI Labs Private Limited plans to set up an R&D and Assembly facility at Jamia Millia Islamia. The total cost is estimated at ₹50 lakhs, which breaks down as follows:

- a. Infrastructural Development: ₹10 lakhs
 - This is a one-time cost to prepare the space, including renovations and basic setup.
- b. Hardware, Tools & Equipment: ₹15 lakhs
 - This covers all the necessary equipment for making and testing AI-powered dental Unit.
- c. Operational Expenditure: ₹20 lakhs
 - This is the yearly running cost, including salaries and maintenance.
- d. Raw Materials: ₹5 lakhs
 - This is for buying the materials needed to build the Dental Chair operation kit.

The first two items (₹25 lakhs total) are one-time costs to get started. The last two (₹25 lakhs total) are likely to be yearly ongoing costs.

This budget covers everything needed to set up and run the facility for deep learning technology in healthcare research, and assembly at the university.



डॉ. रितन खान सूरी / Prof. Rishan Khan Suri
निदेशक / Director
संशोधन एवं उद्यमिता केंद्र / Centre for Innovation And Entrepreneurship
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