



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL60273026973428X
 Certificate Issued Date : 29-Mar-2025 03:00 PM
 Account Reference : IMPACC (IV)/dl1010903/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL101090361488198508525X
 Purchased by : DHARAMPAL SATYAPAL LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : DHARAMPAL SATYAPAL LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : DHARAMPAL SATYAPAL LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

₹100



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CONSULTANCY AGREEMENT

This CONSULTANCY AGREEMENT ("Agreement") is made and entered at Delhi on 3rd February, 2026.

BY AND BETWEEN

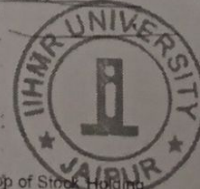
Dharampal Satyapal Limited, a company incorporated under the laws of India and having its registered office at 98, Okhla Industrial Estate, Phase- III, New Delhi-110020 and headquarters at C 6 – 10, Dharampal Satyapal (DS) Road, Sector - 67, Noida - 201309 through its Authorized Signatory Mr. Prabha Kant Jain authorized

For DHARAMPAL SATYAPAL LTD.

[Signature]

Registrar

The IIHMR University
 1, Prabhu Dayal Marg, Near
 Sanganer Airport, Jaipur-302029



Statutory Alert:

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vide board resolution dated 19.09.2019 (hereinafter referred to as "DSL" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

AND

IIHMR a private university with its registered office at 1, Prabhudayal Marg, Near Sanganer Airport, Jaipur-302029, Rajasthan (hereinafter referred as "**Agency**", which expression shall unless repugnant to the context or meaning thereof include its successors in interest and permitted assigns) of the SECOND PART.

(DSL and Agency are also individually referred to as "Party" and collectively as "Parties" as the case may be)

WHEREAS

- A. DSL is a multi-diversified conglomerate and engaged in the business of manufacturing, marketing and selling FMCG of diversified nature and is engaged in and has undertaken various Corporate Social Responsibilities ("CSR") initiatives and activities as specified in the Companies Act, 2013.
- B. Agency is engaged in conducting Impact Assessment of the Creation of Water Economic Zone through Integrated Watershed Development-Alsigarh, Udaipur, Rajasthan Project for the work accomplished between 2021- 2024. Agency has been shortlisted through an application and interview process by DSL and represented that it has requisite expertise to provide required Impact Assessment to support to DSL.
- C. DSL is desirous to engage the Agency to provide Impact Assessment services (as defined below) and the Agency is willing to provide such services to DSL.
- D. The Parties have agreed to reduce their understanding in writing on the following terms and conditions.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

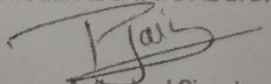
1. TERM

The term of this Agreement shall be for two months and commence with effect from 03rd February, 2026 to 31st March, 2026 ("**Term**"). This Agreement may be extended or renewed for another term as may be mutually agreed by the Parties. If the Agreement is not terminated/extended/renewed further, it shall come to an end on the date of expiry automatically.

2. SCOPE OF SERVICES

- 2.1 The Agency shall not employ or subcontract other parties to perform/provide the Services herein without the prior written approval of DSL.
- 2.2 DSL hereby appoints Agency on a non-exclusive basis to perform following services (the "Services") including but not limited to:
 - 2.2.1 Impact Assessment of the Creation of Water Economic Zone through Integrated Watershed Development-Alsigarh, Udaipur, Rajasthan Project for the work

For DHARAMPAL SATYAPAL LTD.


Authorised Signatory

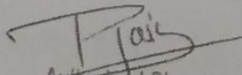

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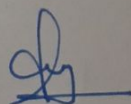


accomplished between 2021- 2024

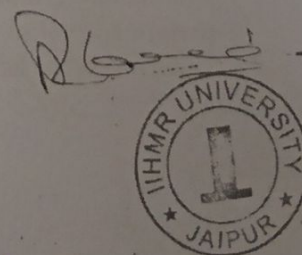
- 2.2.2 Preparation and Submitting Report and Executive Summary of the Impact Assessment
- 2.2.3 The Impact Assessment has to be completed by 31st March 2026
- 2.2.4 Presentation of Findings from the Impact Assessment
- 2.2.5 Detailed Scope of work is attached under Annexure-1
- 2.3 Agency shall make itself available to perform the Services for entire Term of the Agreement.
- 2.4 Agency will use its own expertise, experience and discretion in performance of the Services subject to the express condition that the Agency will at all times comply with all applicable laws and DSL's policies.
- 2.5 In providing these Services, the Agency shall cooperate and coordinate with DSL's personnel as to all aspects. DSL shall designate one or more employees who shall be the authorized representative(s) of DSL in all interactions with the Agency. DSL, through its authorized representative(s), shall have final authority to review and approve all aspects of the Services provided.
- 2.6 The Agency expressly understands, acknowledges and agrees that DSL:
 - 2.6.1 Is not obligated to request any Services from the Agency pursuant to this Agreement;
 - 2.6.2 Does not make any representation or warranties other than provided under this Agreement;
 - 2.6.3 May request the Agency to perform any of the Services or no Services, in DSL's sole and absolute discretion;
 - 2.6.4 May procure similar or identical services from third parties and the Agency shall have no objection to the same; and
 - 2.6.5 May require the Agency to perform Services at such times and at such places as determined by the Company in its sole discretion.
 - 2.6.6 The Agency will use its own expertise and experience in performing the Services.
- 2.7 As part of the Services herein, all the deliverables to be provided herein by the Agency shall be subject to final review and approval of DSL. All the design modules for training and workshops to be conducted as part of the Services shall be submitted to DSL for approval. In the event there are any revisions/variations required by DSL in the deliverables provided herein, the same shall be incorporated by the Agency at no additional cost. Such revisions/variations once incorporated, shall be submitted again to DSL for approval.
- 2.8 In providing the services, the Agency shall keep updating DSL's representative at each stage and /or as may be deemed necessary from time to time.

For DHARAMPAL SATYAPAL LTD.


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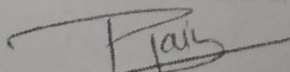
3. PROFESSIONAL FEES & OUT-OF-POCKET EXPENSES

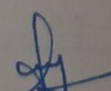
- 3.1 In consideration of the Services rendered under this Agreement, the Cost of the project is divided into two categories, Professional Fees and Out-of-Pocket Expenses (OPE).
- 3.1.1 The Professional Fees is Rupees 4,70,400/- (Rupees Four Lakh Seventy Thousand And Four Hundred only) excluding GST. The professional fees will be paid in three installments, within 30 days after the receipt of the undisputed invoice:
- 30% after signing the Agreement
 - 40% after submission of the inception report
 - 30% after approval of the final Impact Assessment Report
- 3.1.2 The Agency will be entitled for out-of-pocket expenses, including train/air fares, hotel accommodation, food/meals, and taxi charges/local conveyance and miscellaneous out of pocket expenses incurred by its staff for data collection purposes on production of necessary documents. Intimation to DSL shall be required while planning and conducting field work-related travel. Furthermore, the amount can be claimed up to the M1 Cadre of the DS Group, which should correspond to the traveler's cadre in their respective organization.
- 3.2 All invoices shall be supported with original documents/bills. DSL will have no obligation to reimburse expenses submitted to it beyond thirty (30) days after being incurred.
- 3.3 The Agency will charge GST, as applicable, in the invoices raised by it. To the extent that the Agency is required to collect and remit GST, the Agency will show the applicable GST amount as a separate line item on the invoice raised by it.
- 3.4 The Agency shall provide a proper tax invoice/debit note in the form and manner prescribed under the GST Invoice Rules containing all the particulars mentioned therein. If the Agency fails to provide the invoice/debit note in the form and manner prescribed under the said Rules, DSL shall not be liable to make any payment against such invoice/debit note.
- 3.5 Notwithstanding the foregoing, Agency shall register itself with the required tax authorities. Agency shall comply and submit returns to the appropriate tax authorities and or other tax authorities as are required by the provisions of applicable acts or revenue or other regulations and shall indemnify DSL against any and all liabilities and penalties by reason of any failure on the part of Agency to comply with any such laws, orders, rules, and regulations. DSL shall not be liable for any defaults of Agency in complying and submitting return to the appropriate tax authorities and or other authorities as are required by the provision of the said tax laws or revenue regulations etc.

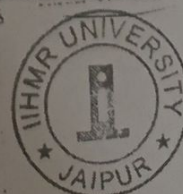
4. CONFIDENTIALITY

- 4.1 The Agency agrees to maintain secrecy, not use for personal gain or other purposes, not release, reproduce, distribute, or publish any confidential or proprietary information furnished or disclosed by DSL or obtained/prepared by the Agency in performance of its obligations under this Agreement or authorize any third party /sub-contract or otherwise without prior written consent of DSL.

For DHARAMPAL SATYAPAL LTD.


Authorized Signatory


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- 4.2 Agency agrees and understands that all right, title and interest in the information furnished, disclosed or prepared under this Agreement shall vest with DSL, and the furnishing or disclosure of any information by DSL does not grant any license to the Agency with respect thereto.
- 4.3 Upon the termination or expiration of this Agreement, Agency shall return to DSL or destroy as per the instructions of DSL all the confidential information that is in its possession and shall within a reasonable period of time, notify such return or destruction in writing to DSL. No confidential information shall be retained by the Agency, even if for archival purpose. DSL shall retain ownership over all the confidential information.
- 4.4 During and after the Term of this Agreement, the Agency not to use or permit the use of DSL's (including any and all subsidiaries and affiliates) name or any of its brand names, trademarks, trade names or logos in any form of publication, advertising or publicity release etc, without the prior written consent of DSL.
- 4.5 The obligations under this clause shall survive the termination or expiration of this Agreement.
- 4.6 If any confidential information is required to be disclosed to a government agency or by a proper court of competent jurisdiction; Agency shall provide prompt prior written notice of such requirement to DSL. Agency shall only disclose the portion of confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information. Such legal opinion shall be shared with DSL.
- 4.7 Without the prior written consent of DSL, Agency will not use or permit the use of DSL's (including any and all subsidiaries and affiliates) name or any of its brand names, trademarks, trade names or logos in any form of publication, advertising or publicity release etc.

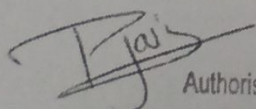
5. INDEMNIFICATION

- 5.1 The Agency undertakes and agrees to indemnify, defend and hold harmless DSL and its directors, managers, officers, employees, representatives, and assigns from and against all liabilities, losses, claims and damages arising out of -
- a) non-performance or inadequate performance of Services by the Agency;
 - b) breach of covenants, representations, undertakings, obligations or warranties under this Agreement;
 - c) breach of applicable laws by the Agency;
 - d) Any act, omission, willful misconduct or negligence of the Agency or its staff;
 - e) Breach of any third party rights including but not limited to intellectual property rights.

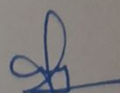
6. REPRESENTATION & WARRANTIES

The Agency warrants and represents that

For DHARAMPAL SATYAPAL LTD.



Authorised Signatory



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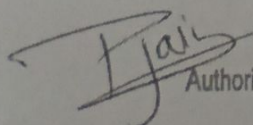


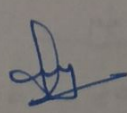
- 6.1 The signatory to the present agreement is having the right and full authority to enter into this Agreement with DSL and the Agreement so executed is binding in nature.
- 6.2 All obligations narrated under this Agreement are legal, valid, binding and enforceable in law against Agency.
- 6.3 There are no proceedings pending against the Agency, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement.
- 6.4 That it is an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into present agreement with DSL.
- 6.5 It shall, at all times ensure compliance with all the requirements applicable to its business and for this agreement including but not limited to Intellectual Property Rights, Goods & Services Tax etc. It further declares and confirms to DSL that it has paid and shall continue to discharge all its obligations towards statutory authorities. Agency represents and warrants that it has sufficient expertise and knowledge to discharge its responsibilities and perform Services under this Agreement. By entering into this Agreement, the Agency expressly acknowledges and agrees that DSL:-
- a) Is not obligated to request any Services from the Agency pursuant to this Agreement;
 - b) May request the Agency to perform Services in DSL's sole discretion;
 - c) May procure similar or identical Services from others; and
 - d) May require Agency to perform its advisory Services at such times and at such places in its sole discretion

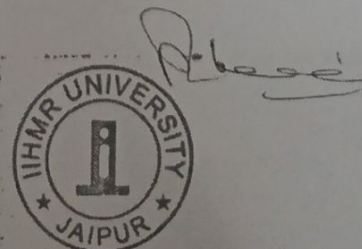
7. TERMINATION

- 7.1 This Agreement may be terminated by any party by giving 30 (thirty) days' notice in writing to the other parties, without assigning any reason whatsoever.
- 7.2 Notwithstanding anything contained herein, DSL may terminate this Agreement forthwith in any of the following circumstances-
- a. if the Agency commits a breach of any term or covenant, or fails to perform or observe any material obligation under this Agreement;
 - b. if the Agency is found guilty of offering, receiving, giving or soliciting anything of value to influence the behavior or action of anyone, whether a public official or otherwise, directly or indirectly pursuant to any transaction arising out of or in connection with this Agreement;
 - c. if the Agency is found guilty of any conduct which in the opinion of DSL is prejudicial to its interest.

For DHARAMPAL SATYAPAL LTD.


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7.3 In the event of termination or expiry of this Agreement,

- i) All efforts shall be made by the Agency to co-operate with DSL to effect the transition of all information and documents and ensure that DSL is aware of all the matters handled by the Agency at such time.
- ii) During the period under notice both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.
- iii) DSL shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Vendor by virtue of termination of this agreement.

8. DISPUTE RESOLUTION AND JURISDICTION

The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations herein (hereinafter referred to as "Dispute"). Either Party shall give written notice of a Dispute to the other Party within 7 (seven) days of the occurrence of such event which gives rise to the Dispute or the date on which such event comes to the notice of the aggrieved Party.

If no settlement takes place within 15 (fifteen) days then the Parties may refer the unresolved dispute to the exclusive jurisdiction of the courts at Delhi. The provisions of this Agreement shall be governed by and construed in accordance with Indian laws.

9. FORCE MAJEURE

Neither Party shall be liable for failure to perform any obligations under this Agreement to the extent such failure is caused by a Force Majeure event. Notice of occurrence of force majeure event shall be given within 7 days of occurrence of such event.

"Force Majeure" shall mean an act of God, acts of the public enemy, acts of terrorism, Governmental or regulatory action, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, civil disturbances, explosions or any reason beyond the control of the Parties or affiliates hereto effecting the performance of the obligations under this Agreement.

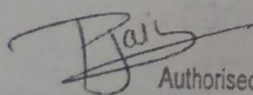
10. NON-ASSIGNMENT/NON EXCLUSIVE

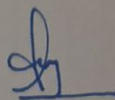
The Agency shall not assign or transfer the whole or a part of the obligations, rights or benefits under this Agreement to any entity without prior written consent of DSL.

11. MISCELLANEOUS

- a. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- b. Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each

For DHARAMPAL SATYAPAL LTD.


Authorised Signatory



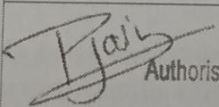
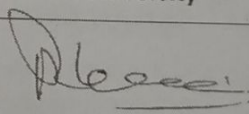
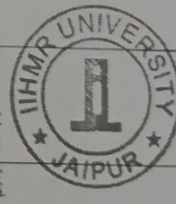
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Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

- c. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege.
- d. The Agency shall not be entitled to assign this Agreement or any of its rights and obligations hereunder. However, nothing contained herein shall prevent the use by, or the assignment of this Agreement or any rights acquired hereunder by DSL to its direct or indirect affiliates or any subsidiary.
- e. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- f. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- g. The provisions of this Agreement which are either expressed to survive the termination and expiry or from their nature or context it is contemplated that they are to survive such termination/expiry, shall remain in full force and effect notwithstanding such termination or its expiry for a period of three (03) years.
- h. This Agreement will be executed in duplicate and one original copy will remain with either of the Parties. Each of which will be deemed an original but both will constitute one and the same instrument.
- i. All notices under this Agreement shall be in writing and shall be sent by registered mail, as well as by electronic mail to the address of the other Party as set forth herein.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first mentioned above.

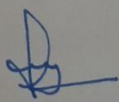
For and on behalf of Dharampal Satyapal Limited	nd on behalf of IIHMR University
 Authorised Signatory	 
By : Prabhakant Jain Title: General Manager	Dr. P.R Sodani Title: President

In the presence of:

- 1) Pranita Ghalay, DS Headquarters
- 2) Ayush Kumar, DS Headquarters

For DHARAMPAL SATYAPAL LTD.

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Impact Assessment of "Creation of Water Economic Zone through Integrated Watershed development-Alsigarh, Udaipur"

The purpose of this Impact Assessment is to systematically evaluate the outcomes, effectiveness, and impact of the project implemented during 2021-22 to 2023-24 in Alsigarh Watershed, Girwa Block, Udaipur district, Rajasthan. The study will assess how integrated watershed interventions have contributed to water security, agricultural productivity, livelihood enhancement, and institutional strengthening of small and marginal farmers.

Key Evaluation Objectives

The assessment will focus on the following objectives:

1. Assess the delivery of services in terms of quality, quantity, coverage, and functionality of project interventions.
2. Measure the satisfaction level of key stakeholders, including beneficiaries, community institutions, and implementing partners.
3. Evaluate the impact of the project in alignment with its stated objectives, particularly with respect to:
 - Water availability and groundwater recharge
 - Agricultural productivity and diversification
 - Livelihood and income enhancement
4. Identify key learnings, challenges, limitations, and areas of improvement for strengthening future watershed and livelihood programmes.

Evaluation Methodology

A mixed-methods evaluation design will be adopted, combining quantitative and qualitative approaches to ensure triangulation and robustness of findings.

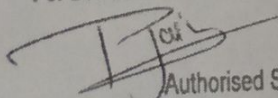
The Impact Assessment will be guided by the OECD-DAC evaluation framework, applying a structured, criteria-based approach to assess the performance, outcomes, and impact of the project.

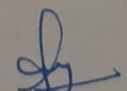
Relevance: The assessment will examine the extent to which the project interventions were aligned with the needs, priorities, and vulnerabilities of the target communities, particularly small and marginal farmers in a drought-prone, rainfed agricultural context.

Effectiveness: The evaluation will assess the degree to which the project achieved its intended objectives and outputs

Efficiency: Efficiency analysis will examine how economically project resources were converted into results.

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Impact: Impact will be assessed through convergent evidence, including physical verification, beneficiary narratives, and trend analysis.

Sustainability: The sustainability analysis will assess the likelihood that project benefits will continue beyond the project period

Hydrogeological Verification is proposed to be undertaken for the 34-35 structures which shall include Satellite imagery, Hydrogeological analysis, Rainfall trends, google Earth Pro for storage capacity estimates, Physical site visits, and GIS mapping of lineaments and recharge zones.

Sampling Framework

Given the availability of activity-wise outputs and beneficiary information (Annexure A), the sampling framework follows a beneficiary-proportionate, stratified approach.

Project Component (Annexure A, RFP)	Sampling Approach	Proposed Sample Coverage	Sampling Justification
A. Water Harvesting & Recharging Structures	Stratified beneficiary sampling from command areas	Hydrogeological verification + 40 HHs	Benefits are shared; sample focuses on households using these structures
B. Soil & Water Conservation Works	Stratified random sampling of landholding beneficiaries	Hydrogeological verification + 60 HHs	Large land coverage and direct impact on farm productivity
C. Water Management Systems	Near-census sampling	20 HHs	near-complete coverage ensures robust outcome assessment
D. Livelihood Enhancement Interventions	Stratified random sampling across livelihood types	80 HHs	Largest beneficiary domain; sample captures diversity of livelihood interventions and impact
Total sample size		200	

Note: The household survey will be conducted for 4-5 households associated with each selected structure proposed for hydrogeological verification.

Data Collection Methods

1. Structured household questionnaires
2. 10-15 FGDs with farmers and community groups
3. 10- 12 KIIs with implementing staff, PRI members, and relevant officials
4. Case studies of model farmers and successful interventions

Data collection plan

The data collection will be completed in 18 days, including 2 days of training and 1 day pilot testing of tools. The data will be collected by 10 investigators and 1 supervisor.

Data Analysis

Quantitative data collected through household surveys will be analysed using descriptive and comparative statistical techniques to assess patterns, trends, and variations across

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Authorised Signatory

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intervention types and beneficiary groups. Key indicators related to water availability, agricultural practices, productivity, and livelihoods will be summarised and compared to understand project outcomes and impacts.

Qualitative data generated from Focus Group Discussions and Key Informant Interviews will be subjected to thematic analysis, enabling systematic identification of recurring themes, perceptions, and explanatory factors related to project relevance, effectiveness, sustainability, and challenges.

Findings from quantitative and qualitative analyses will be triangulated across multiple data sources, including surveys, interviews, field observations, and project records to enhance the validity and reliability of results.

Deliverables

The IIHMR University shall submit the following deliverables:

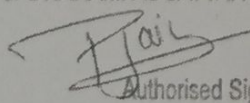
1. Inception Report (methodology, tools, sampling plan)
2. Finalised data collection tools
3. Cleaned datasets and analysis outputs
4. Draft Impact Assessment Report
5. Presentation of findings to DS Group (DSL)
6. Final Impact Assessment Report incorporating feedback

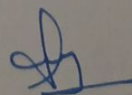
Proposed Timeline for Impact Assessment

The Impact Assessment will be conducted over a period of approximately six weeks, commencing in the fourth week of January and concluding in the second week of March, as outlined below.

Activity / Phase	Jan (W4)	Feb (W1)	Feb (W2)	Feb (W3)	Feb (W4)	Mar (W1)	Mar (W2)
MoU Signing & Project initiating							
Desk Review & Inception Planning							
Drafting & Finalisation of Tools							
Training of Field Team							
Pilot Testing of Tools							
Data collection							
Data Cleaning & Analysis							
Draft Report Preparation & Submission							
Feedback Incorporation							
Final Report Submission							

For DHARAMPAL SATYAPAL LTD.


Authorised Signatory



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