

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL27286326048280X
 Certificate Issued Date : 30-Jan-2025 02:36 PM
 Account Reference : IMPACC (IV)/ dl1010903/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL101090398863923155379X
 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)



Please write or type below this line

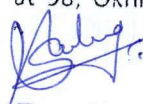
CONSULTANCY AGREEMENT

This CONSULTANCY AGREEMENT ("Agreement") is made and entered at Delhi on 12th February, 2025

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-


 Director / Secretary


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



PRESIDENT
 THE IIHMR UNIVERSITY
 1, PRABHU DAYAL MARG
 NEAR SANGANER AIRPORT, JAIPUR 302029

1. I hereby Agree

2. I hereby Agree that this Certificate should be verified at www.knowl.com and if any discrepancy is found in the details in this Certificate, I shall be responsible for the same.

3. The fee of consultancy is to be paid in the form of the certificate.

4. The date of any discrepancy should be within 30 days of the date of the certificate.

110020 and headquarters at C 6 – 10, Dharampal Satyapal (DS) Road, Sector - 67, Noida - 201309 through its Authorized Signatory Mr. Prabhakant Jain authorized vide board resolution dated 30 Sept 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 University Jaipur, 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)

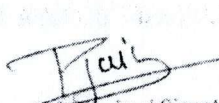
WHEREAS

- 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 project Restoring livelihood through rain water harvesting and recharging structures and water productivity enhancement, Karauli, Rajasthan. 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.

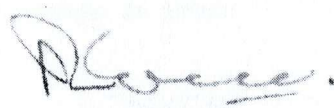
NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TERM

The term of this Agreement shall be for one two months and commence with effect from 13th February, 2025 to 15th April, 2025 ("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.


Authorized Signatory


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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 project, Restoring livelihood through rain water harvesting and recharging structures and water productivity enhancement, Karauli, Rajasthan. Through scientific research methods for the work accomplished between 2021-2023

2.2.2 Presentation of Findings from the Impact Assessment

2.2.3 Preparation and Submitting Report of the Impact Assessment

2.2.4 The Impact Assessment has to be completed by 31st March 2025

2.2.5 Detailed Scope of work is attached under Annexure-A

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

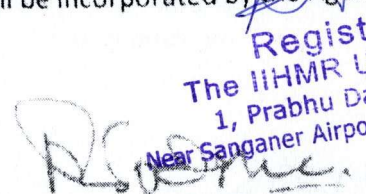
2.6.5 May require the Agency to perform Services at such times and at such places as determined by the Company in its sole discretion.

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


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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.

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, 56,141 (Rupees Four Lakh Fifty Six Thousand One Hundred and Forty One only) excluding GST. The professional fees will be paid in three installments.

30% after signing the Agreement

40% after field work and data collection

30% after approval of the final Impact Assessment Report

- 3.1.2 The Agency will be entitled to reimbursed 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 (GST will be applicable on the total value of out of pocket expenses). Intimation to DSL shall be required while planning and conducting field work related to travel. Further, the amount can be claimed up to M1 Cadre of DS Group which should be correlating to the cadre of the traveler 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 ten (10) 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. In the event that 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.




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4. **CONFIDENTIALITY**

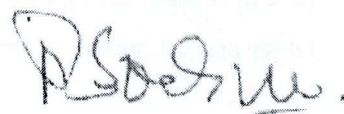
- 4.1 The Agency agrees to maintain secrecy, not use for personal gain or other purposes, not release, reproduce, distribute, or publish any confidential or proprietary information furnished or disclosed by DSL or obtained/prepared by the Agency in performance of its obligations under this Agreement or authorize any third party /sub contract or otherwise without prior written consent of DSL.
- 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 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 Agency, even if for archival purpose. DSL shall retain ownership over all the confidential information.
- 4.8 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.

THE IIMR UNIVERSITY LTD.


Authorised Signatory



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Near Sangner Airport, Jaipur-302029



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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

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 the purposes of 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

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- d) May require Agency to perform its advisory Services at such times and at such places in its sole discretion.

7. TERMINATION

7.1 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.

7.2 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.


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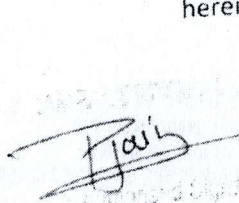
"Force Majeure" shall mean an act of God, acts of the public enemy, acts of terrorism, Governmental or regulatory action, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, civil disturbances, explosions or any reason beyond the control of the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


Jay


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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	For and on behalf of IIHMR University
	
By : Prabhakant Jain Title: General Manager	By: Dr P.R Sodani Title: President

PRESIDENT
THE IIHMR UNIVERSITY
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In the presence of:

- 1) Ramprakash Mishra (Rup) 2) Bhramar Pr. Lalita Verma


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