



पतंजलि विश्वविद्यालय University of Patanjali

उत्तराखण्ड विधान मण्डल द्वारा पारित पतंजलि विश्वविद्यालय अधिनियम संख्या 4, वर्ष 2006 के अन्तर्गत स्थापित
Established by Uttarakhand State Legislature Under the University of Patanjali Act No. 4, Year 2006

पत्रांक (Ref.) : UOP/AB-02 (24/06/2022)

दिनांक (Date) : 24/06/2022

TO WHOM SO EVER IT MAY CONCERN

It is with regard to Memorandum of Understanding (MOU) among three parties. All the projects that has been made budget as per the collaborative agency's are borne by the Concerned Parties. The nature of duties are mentioned in detail in the respective MOUs.

A sample MOU of UOP, PRFT and Bharuwa Solution Pvt. Ltd. – a start-up company is enclosed along with Budget.

(Pro Vice Chancellor)

University of Patanjali

Haridwar, Uttarkhand



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

₹100

e-Stamp

Certificate No. : IN-UK91013212736089U
Certificate Issued Date : 23-Jun-2022 05:31 PM
Account Reference : NONACC (SV)/ uk1203704/ JWALAPUR/ UK-HD
Unique Doc. Reference : SUBIN-UKUK120370487045178974727U
Purchased by : BHARUWA SOLUTIONS PRIVATE LIMITED
Description of Document : Article Miscellaneous
Property Description : -
Consideration Price (Rs.) : 0
 (Zero)
First Party : BHARUWA SOLUTIONS PRIVATE LIMITED
Second Party : NA
Stamp Duty Paid By : BHARUWA SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

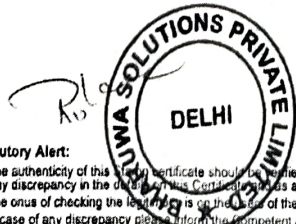
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₹100

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**SERVICES AGREEMENT
 BETWEEN
 BHARUWA SOLUTIONS PRIVATE LIMITED
 AND
 UNIVERSITY OF PATANJALI**



Page 1 of 7

Statutory Alert:

1. The authenticity of this e-Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details of this Certificate should be reported to the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the holder of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Services Agreement (the "Agreement") is made and entered into on this 1st day of April, 2022.

BY AND BETWEEN

BHARUWA SOLUTIONS PRIVATE LIMITED, private limited company incorporated under the provisions of Indian Companies Act, 2013 bearing CIN: U74999WB2021PTC244697 having its registered office at 7, Pkt 3, PH 1, Guru Gorakhnath Mandir Nirman Samiti (Regd), Dwarka South West Delhi -110045 represented through its Director / Authorized Signatory (hereinafter referred to as "**EMPLOYER**") which expression unless repugnant to the context and meaning hereof shall include all its subsidiaries, permitted assignees, administrators and successors-in-interest) party of the **FIRST PART**;

AND

UNIVERSITY OF PATANJALI approved University Grants Commission (UGC) having its office at Patanjali Yog Peeth, Roorkee-Haridwar Road, Haridwar, Uttarakhand 249405 represented through its Authorized Signatory (hereinafter referred to as "**CLIENT**") which expression unless repugnant to the context and meaning hereof shall include all its subsidiaries, permitted assignees, administrators and successors-in-interest) party of the **SECOND PART**

WHEREAS

- A. "**EMPLOYER**" and "**Client**" may be referred to individually as a "Party" and jointly as "Parties"; AND
- B. **EMPLOYER** is engaged in the business of providing End User License and IT services to the Clients on non-exclusive basis (hereinafter referred to as "**said services**"). **EMPLOYER** has necessary expertise, skill and capability for providing such services; AND
- C. **EMPLOYER** is registered with necessary statutory bodies for regulating IT services business and also possess all relevant registrations, certificates, licenses and permissions from relevant government authorities to carry on the said services. **EMPLOYER** has on its rolls sufficient trained personnel for providing the said services (hereinafter referred to as "**IT Personnel**"); AND
- D. **CLIENT** wishes to obtain said services from the **EMPLOYER** as per the terms and conditions of this Agreement which have been mutually agreed between the parties; AND
- E. The Client has agreed to engage the service of **EMPLOYER** to provide said services at its following locations (hereinafter "**said location**").

SR. NO.	LOCATION
1.	Patanjali Yog Peeth, Roorkee-Haridwar Road, Haridwar, Uttarakhand 249405

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. TERM OF THE AGREEMENT

1.1 Term:

This Agreement shall effective from 1st day of April, 2022 and remain valid unless it gets terminated by the parties in accordance with the provisions of this agreement ("**Term**").



1.2 **Extension and Renewal:**

The Contract period can be extended or renewed for an additional term on the same or revised terms and conditions as may be mutually agreed between the parties. Either Party may give an advance notice of thirty (30) days in writing to the governing other party of its intent to extend or renew the Term of the Agreement.

1.3 **Termination:**

At any time, either EMPLOYER or Client may terminate this Agreement, without liability, penalty, with or without cause, by giving thirty (30) days advance written notice to the other party. It is agreed between parties to settle the accounts immediately on termination.

- 1.4 The Agreement along with all Annexures annexed hereto constitutes the entire Agreement between the Parties and revokes and supersedes all previous discussions written or oral, correspondence and/ or any Agreements entered previously between the parties. This Agreement shall not be changed or modified except by written amendment duly agreed and signed by both the Parties.

2. SCOPE OF WORK

- 2.1 **EMPLOYER** has agreed to provide IT services and Web development Resources to **CLIENT**. **EMPLOYER** shall be responsible to carry out the work within prescribed time as per scope of work mentioned in this Agreement.
- 2.2 **EMPLOYER** shall provide competent, efficient, experienced and duly trained personnel for fulfilment of its obligations under this Agreement.
- 2.3 The personnel provided by the **EMPLOYER** shall be responsible for following work:-
- Employee/s shall be the point of contact for all IT related work of the **CLIENT**;
 - Employee/s shall provide Regular Technical Support to the **CLIENT**;
 - Employee/s shall be responsible for maintenance of existing web site / applications;
 - Employee/s shall take all necessary measures required to upgrade the current application/s of the **CLIENT**;
 - Employee/s shall undertake New initiatives, customisation & implementation of existing Bharuwa products OR any other new products and / or services;
 - Employee/s shall undertake any other requirements agreed upon by the parties in writing via email.

3. OBLIGATIONS OF PARTIES

- 3.1 **EMPLOYER** shall provide the said Services at the location of the **CLIENT** through its reliable personnel trained in his duties and ensure availability of its personnel for the provision of Services as per the instructions and requirements of the Client under the terms set out in this Agreement and attached Annexures.
- 3.2 **EMPLOYER** and its personnel shall take proper steps and precaution for data protection and data privacy of the **CLIENT**.
- 3.3 Personnel so deployed at the location of **CLIENT** shall be the employee of **EMPLOYER** and **EMPLOYER** shall be responsible to obtain necessary permits and comply with the statutory requirements laid down under applicable law and in no event shall the personnel of **EMPLOYER** be deemed to be the employees of the **CLIENT** and the personnel shall at all times remain on the payroll of **EMPLOYER**. **CLIENT** shall be only liable to pay the Service Fee and taxes as applicable.



- 3.4 That the **EMPLOYER** shall be liable for due observation and compliance of all statutory Law and the Rules framed thereunder as applicable from time.
- 3.5 **EMPLOYER** shall further maintain all such records which are necessary under any rules, regulations, and laws of government, local body or authority in the conduct of its business and for the provision of services as detailed herein.
- 3.6 **EMPLOYER** shall provide a replacement for the personnel, if in the opinion of the **CLIENT** the conduct of such personnel is objectionable. **EMPLOYER** shall be responsible for immediate replacement of its personnel in case of sickness, casual leave or absence for some or other reason without any extra charge levied on the **CLIENT**.
- 3.7 No Personnel will be contracted or employed by the **CLIENT** within a period of 6 months after such employee/s ceases to be employed by **EMPLOYER** (hereinafter 'Restricted Employee'). If the **CLIENT** breaches this clause, it agrees to pay to **EMPLOYER** twelve (12) month salary for each and every such restricted employee recruited by the Client.

4. PAYMENT:

- 4.1 Service Fee: **CLIENT** shall pay to **EMPLOYER** service fee as set forth in the Annexure-I of this agreement. **EMPLOYER** shall pay its personnel according to the breakup of Service Fee as approved by both the parties.
- 4.2 However, the aforesaid Service Fee / charges are subject to change in the event of any change being effected in the scope of work / duties and / or the assigned area or in the deployment of Personnel and any such charges/s shall be mutually settled by the parties.
- 4.3 **CLIENT** shall pay for any additional services required by it, which are not specified in this Agreement. **EMPLOYER** and **CLIENT**, prior to any such additional services being undertaken from the **EMPLOYER**, shall agree upon the scope of all such additional services and the cost at which the same shall be provided, in writing.
- 4.4 Under no circumstances **CLIENT** shall withhold any payment of the monthly bills for the services provided by **EMPLOYER** if the issue has not been escalated in writing to **EMPLOYER**.
- 4.5 Invoice: **EMPLOYER** shall raise monthly invoices on **CLIENT** for the Services rendered by the **EMPLOYER** in the preceding month by the 7th of the following month. **CLIENT** shall pay each invoice due and submitted to it by **EMPLOYER** within 10 (Ten) days from the date of receipt of the relevant invoice. The service fee shall be subject to applicable taxes, as may apply.
- 4.6 With the introduction of the Goods & Services Tax (GST), **EMPLOYER** and **CLIENT** would discuss and agree upon a transition plan which would allow for optimization of the taxes applicable under this Agreement. GST Number shall be provided by both the parties within 7 days of deployment of Personnel or Execution of the Agreement whichever is earlier.
- 4.7 Payment by the **CLIENT** for the services provided hereunder shall be a fundamental obligation under the agreement. Any default of payment shall entitle **EMPLOYER** to suspend or terminate this agreement with immediate effect without giving any advance notice in writing, provided **EMPLOYER** has met all its obligations.

5. INDEMNIFICATION

Each Party (An "Indemnifying Party") shall indemnify, hold harmless, and defend the other party, its affiliates and their respective Owners, Officers, Directors, Employees,



Agents, Successors And Permitted Assigns (Collectively, "Indemnified Party") from and against any and all claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses of whatever kind, including reasonable attorneys' fees, that are incurred by indemnified party (collectively, "losses") as a result of any (i) breach or non-fulfillment of any representation, warranty or covenant under the agreement by indemnifying party; (ii) Negligent or more culpable act or omission of indemnifying party (including any reckless or willful misconduct) in performing its obligations under the agreement.

6. MISCELLANEOUS PROVISIONS:

6.1 AMENDMENT

The Agreement may be amended only by a written amendment signed by the Parties.

6.2 ASSIGNMENT

EMPLOYER may assign or sub-contract its obligation services under this Agreement to any of its affiliates, subsidiaries and group companies and shall intimate the Client about such assignment or sub-contract of Services.

6.3 SEVERABILITY

The provisions of this Agreement are severable. If any provisions is deemed invalid or unenforceable, the applicability or validity of any other provision will not be affected. In addition, if any provision of this Agreement is held to be invalid or unenforceable by any court or authority, such provision will be deemed modified to the extent necessary to render it valid and enforceable.

6.4 FORCE MAJEURE

No party will be liable for any default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused, directly or indirectly by Force Majeure event including but not limited to acts of God or force of nature, earthquake, landslide, flood, fire, major storm, cyclone, explosion, strike, blockade, public disorder riots, acts of war, public enemy, terrorism or similar event beyond the control of the Parties, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non- performing party through the use of alternate sources, work around plans or other means.

6.5 CONFIDENTIALITY

The receiving Party will not disclose proprietary information belonging to the disclosing Party, to any third parties, without the express written permission of the disclosing Party, except for the purpose of this Agreement. The information disclosed by either Party to other will be used only for the purpose specified in this Agreement. This Clause shall not apply to information that is:

- a) in the public domain;
- b) known to the receiving Party at the time of disclosure; or
- c) rightfully obtained by the receiving Party on a non-confidential basis from a third party.

6.6 RELATIONSHIP:

The relationship of the CLIENT and EMPLOYER is on a principal to principal basis, and the provisions contained in this Agreement will be construed to (i) give either party the power



**AGREEMENT OF SERVICE
BETWEEN**

**PATANJALI RESEARCH FOUNDATION TRUST
AND
BHARUWA SOLUTIONS PRIVATE LIMITED**

This Agreement of Service is made at Haridwar on 28th day of July, 2020 between:

Patanjali Research Foundation Trust, a Charitable Trust formed under the provisions of the Indian Trusts Act, 1882 (Registration No. Bahi no. 4, Jild 13, Prasth 257 to 274, No. 119 date 04.08.2010), having its Administrative Office at Patanjali Yogpeeth-1, Maharishi Dayanand Gram, Delhi-Haridwar National Highway, Near Bahadrabad, Haridwar-249405, Uttarakhand, India, as represented by its Vice President, Dr. Anurag Varshney (PAN: AEMPV9758A), being the Party of the First Part which may be referred to as "the Recipient/ the Foundation", the expression whereof shall include its legal representatives, assigns, etc., unless the context otherwise provides.

AND

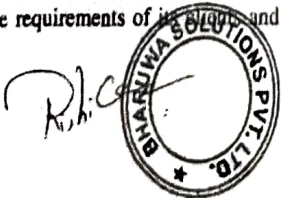
Bharuwa Solutions Private Limited, a Company incorporated under the Companies Act, 2013 having CIN: U72200DL2019PTC348630 and its Registered Office at 7, Pkt 3, PH-1, Guru Gorakhnath Mandir Nirman Samiti (Regd) Dwarka South Delhi- 110045, as represented by its Authorized Signatory Dr Rishi Kumar, (PAN: BMWPK5415J) being the Party of the Second Part which may be referred to as "the Provider/ Bharuwa", the expression whereof shall include its legal representatives, assigns, etc., unless the context otherwise provides.

(Both the aforesaid Parties shall be termed as 'Parties' while referred to collectively.)

WHEREAS the Service Recipient under it runs Patanjali Research Institute ("the Institute") to undertake the research, *inter alia*, in the areas of Bio-medical studies, revitalizing and restoring ancient system of knowledge and synchronization between traditional *vis-a-vis* modern system of medicine, traditional Agricultural activities, etc., mostly based in rural and tribal areas which result into business activity of products made out.

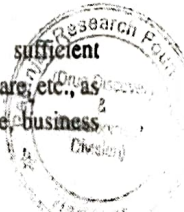
AND WHEREAS The Institute and the Tribal Research Institute, Govt. of Uttarakhand (TRI Uttarakhand) have entered into an Agreement to implement a Project in the field of Tribal Medicine with healing practices and livelihood initiatives, making the Institute a part with TRI Uttarakhand, a Centre of Excellence "CoE", recognized by Ministry of Tribal Affairs, Govt. of India in the aforesaid fields and for better working, need Systems Support infrastructure.

AND WHEREAS Bharuwa/ Service Provider, is engaged and is having sufficient infrastructure as well as experience in developing the websites, Applications, Software, etc., as per the requirements of the Institute and extends its services to creation of Database, business



1

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analytical and Accounting tools, Management Information System and finds also its presence in Artificial Intelligence and Machine Learning.

AND WHEREAS the CoE/ Institute, for implementing the Project, desire to avail the technical support like developing Apps to conduct surveys, to publish Artifacts and Agricultural produces, setting up Portal to update Survey data, generating Reports as prescribed by the concerned Ministry/ Govt. Agencies, market place interface, etc., and Bharuwa is willing to provide all these services including internet based online tools and Apps that allow the artisans, craftsperson and artists of Tribal areas, to enter online market place where they can sell, get required trainings, skills and knowledge and procure raw materials, machineries, technical assistance, etc.

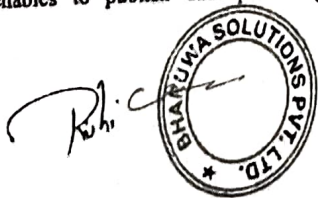
AND WHEREAS both the Parties hereto agree to terms and conditions as mutually decided and agreed to between the parties.

NOW THIS INDENTURE WITNESETH AS FOLLOWS:

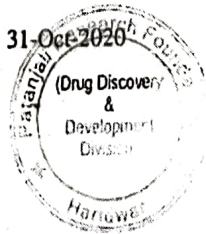
1. THE SCOPE OF WORK AND THE CONSIDERATION

The consideration has been finally negotiated at total Rs. 38 Lakh with following break-up of the work scope and Time Schedule:

S.No.	Particulars	Consideration (₹)	Time Frame
i)	To develop Mobile Application for use by Agents that enables to conduct the Survey and collect data as to the demand, marketability, specification of the Artifacts/ Agriculture Produce, etc., as specified by CoE/ the Institute.	₹ 4,00,000	31-Jul-2020
ii)	A Web portal for updating the Survey data collected by Agent through various means like Forms, questionnaire, etc., other than by use of Apps for the purpose of assessment and progress of the Results of Survey.	₹ 4,00,000	31-Jul-2020
iii)	To devise Software Application to generate the dashboard/reports to monitor the progress of Survey.	₹ 2,00,000	31-Jul-2020
iv)	To develop Mobile Application for use by Tribals that enables to publish data pertaining to Artifacts/	₹ 8,00,000	31-Oct-2020



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Agriculture Produce, etc., as specified by CoE/ the Institute.

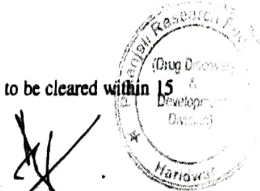
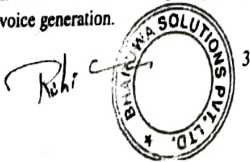
- v) To ensure interface of Tribal Application and Marketplace for Artifacts ₹ 2,00,000 31-Oct-2020
- vi) To ensure interface of Tribal Application and Marketplace for Agriculture Produce ₹ 2,00,000 31-Dec-2020
- vii) To develop Software Application to generate the reports/ results as required from time to time, to be furnished to the Ministry of Tribal Affairs or to CoE, or any other Body as per the requirement of the Institute or Govt. regulations. ₹ 2,00,000 31-Dec-2020
- viii) To devise and ensure platform for E-book for Plant Documentation to promote the organic farming and the study materials, articles, write-ups etc., relating to the methods, use of bio-fertilizers and market place digital format, in the languages and/ or extension as per the instructions of the Service Recipient, in downloadable form preferably in PDF extension. ₹ 6,00,000 31-Mar-2021
- The contents of such e-book, PDF, etc., shall be developed by Bharuwa and made live only after getting the concurrence of the Foundation in writing.
- ix) To ensure abundant digital space is reserved as is necessary for smooth and seamless hosting of the Computer/ Mobile Application or Software and such Application, etc., should get synchronized on real time basis and to ensure, there is sufficient Application Support post Web portal and Application Go Live. ₹ 8,00,000 31-Aug-2020

Payment Terms

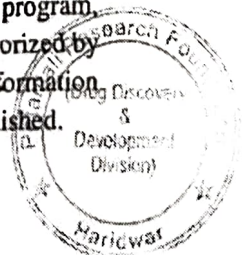
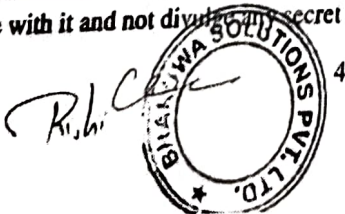
Payment will be required to be made in following installments:

- 1) Rs. 10,00,000 by 31-Jul-2020
- 2) Rs. 10,00,000 by 31-Oct-2020
- 3) Rs. 10,00,000 by 31-Dec-2020
- 4) Rs. 8,00,000 by 31-Mar-2021

Payment invoice will be raised as per agreed payment milestones and to be cleared within 15 days of Invoice generation.



2. The Service Provider shall ensure all regulatory compliances under the Information Technology Act, 2000, Cyber Laws and all such operational legislations to provide a safe, reliable and secure digital gateway/ environment to be implemented in the Computer/ Mobile Application(s) developed by it in a way that accepts/ disposes the payment as may be received or require to be defrayed, without any chance of any default or disturbance or any other wrongs.
3. The Service Provider shall devise such measures and ensure the data/ information as may be stored or used or transmitted by the First Party or person authorized by the First Party using such Software, Applications, etc., are protected from the hacking, fishing and spoofing, attack of viruses, malware, spyware, bugs and any other threats as may, drain the crucial information from such Software, Computer/ Mobile Application, etc., and victimize the users of all such things. The Service Provide shall be held responsible solely for any damage, pecuniary or otherwise incurred by the Second Party or other person, due to the negligence or unauthorized workings of the former.
4. Time is the essence of the Contract, hence, the Service Provider shall endeavor to finish the assignments given by the First Party within the Time Schedule and take all suitable measures to adequately resolve any difficulties, mistakes, errors coped with or as may be faced by the Users/ Artisans, etc., or the Service Recipient, without any delay.
5. The Service Provider shall develop or cause to develop of the Computer/ Mobile Applications, in-App or Software which would conform to the requirements of the Institute as specified in Clause (1) and in case any additional work needs to be done, it shall be as may be mutually agreed between the parties keeping in view the technicalities and the extent of time required.
6. In case the work assigned is not done as per the satisfaction of the Institute or gets delayed, the Institute shall have the right to make deduction up to 25% of the consideration depending upon the exigency and the consequential damages caused by such eventuality.
7. Bharuwa shall be entitled as mobilization advance against the part completion invoices, up to 50% of the consideration amount fixed for each work in Clause (1) as above, for the smooth and uninterrupted execution of the Assignment. The payment so made shall be inclusive of the GST/ any other tax, rates or duties as applicable for the time being and shall be adjusted at the time of final Bill.
8. Bharuwa covenants with the Foundation that it shall not cause any publication, revelation, transmission, delivery on/ through any platform/ means, of the data, source code, program, digital contents, etc., as developed in the course of such Assignment, unless authorized by the Foundation. Furthermore, Bharuwa shall maintain privacy of the information available with it and not divulge any secret even after the Assignment is accomplished.



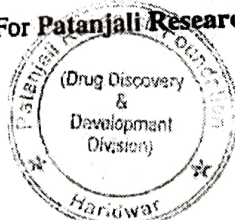
9. Bharuwa shall, in no way, be treated to be the author of the work created by it on behalf of the Foundation and thus, shall not be entitled to copyright such work. The copyright on such work shall vest in the Foundation only. Bharuwa shall deliver the Software/ Application data or related things to the First Party/ any other person on its behalf, in the Format, as per the instructions of the Foundation.
10. Where the engagement or the service of the Second Party is further needed to maintain such developed Software/ Application and/ or to do any work in addition to the Assignments as stated in Clause (1), it shall be discussed and decided mutually.
11. If either party for any reasonable cause desires to discontinue the Assignment, a notice of one month shall be required. In such event, accounts of payments made and the work done shall be calculated/ assessed on factual basis and settled accordingly, by mutual consent.
12. In case of any dispute, such dispute shall be first tried to be settled amicably by mutual discussion. In case of failure, it shall be referred to Sole Arbitrator agreed to by the parties as per the provision of the Arbitration and Reconciliation Act, 1996.
13. In the event of taking the matter to the Court, the jurisdictional Courts shall be the Courts in Haridwar, Uttarakhand.

IN WITNESS WHEREOF, the Parties hereto have put their respective hands to this Agreement on the day and date hereinabove first written:

Witness 1:

[Signature]
 25/07/2020
 (Pawan Kumar)

For Patanjali Research Foundation Trust
 (Service Recipient)



[Signature]
 Anurag Varshney
 (Vice President)

Witness 2:

[Signature]
 28/7/2020
 (ANKA SHAH)

For Bharuwa Solutions Private Limited
 (Service Provider)



[Signature]
 Rishi Kumar
 (Authorized Signatory)

[Signature]
 28/7/2020
 (Abhitesh Saxena)