



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

## e-Stamp

Certificate No.	: IN-UK59512824205837T
Certificate Issued Date	: 14-Dec-2021 04:30 PM
Account Reference	: NONACC (SV) uk1203704/ J WALAPUR/ UK-HD
Unique Doc. Reference	: SUBIN-UKUK120370423402742219319T
Purchased by	: GURUKUL KANGRI DEEMED TO BE UNIVERSITY
Description of Document	: Article Miscellaneous
Property Description	: -
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ZANMAI LABS PVT LTD
Second Party	: GURUKUL KANGRI DEEMED TO BE UNIVERSITY
Stamp Duty Paid By	: GURUKUL KANGRI DEEMED TO BE UNIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



420  
15/12/21  
PRAMOD KUMAR  
Stamp Vendor  
Lic. No. 1203704  
Tehsil Campus Haridwar

### Statutory Alert

- 1 The authenticity of the Stamp certificate should be verified at [www.shrestamp.com/](http://www.shrestamp.com/) or using e-Stamp Made App of Shree Holding Any electronic in the details on the Certificate and as available on the website / Mobile App renders it void.
- 2 The area of stamping the notary is on the users of the certificate
- 3 In case of any discrepancy please inform the Competent Authority

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding for sale and purchase ("MOU") is made on 15/Dec/2021 ("Effective Date") at New Delhi (via Internet).

### BY

1. **Zanmai Labs Pvt. Ltd.** having its registered office at **10th Floor, WeWork, I&T Tower 1, Seawoods Grand Central, Seawoods, Navi Mumbai, Maharashtra - 400706** (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the **FIRST PART**.

### AND BETWEEN

2. **Gurukul Kangri (Deemed to be University)**, a public central deemed to be university u/s 3 of the UGC act 1956, located at **Gurukul Kangri (Deemed to be University), Jagjeetpur, Haridwar, Uttarakhand - 249404** (hereinafter referred to as the "**University**") which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the **OTHER PART**;

(The Company and the University shall be hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".)

### WHEREAS:

- a. The Company is, inter alia, engaged in the business of operating and maintaining this technology platform namely **WazirX**, whereby users can trade in Crypto and is desirous of offering short term courses on Blockchain and Crypto assets.
- b. The University is a public central deemed to be university (NAAC "A" grade Accredited) u/s 3 of the UGC act 1956 which is fully funded by UGC.
- c. The Company has approached the University to render affiliation for its proposed short-term courses to which the latter has readily agreed.
- d. The Parties have mutually agreed to record their understanding as per the terms and conditions set forth herein.

Meyda  
15/12/21  
(Witness)

M

1/5

Ajitkumar  
15/12/21

**NOW THIS MOU WITNESSETH AS FOLLOWS**

- 1. INTERPRETATION** - The Company and the University shall be hereinafter individually referred to as the "Party" and collectively as the "Parties". Headings are for convenience only and do not affect the interpretation of this MOU. The singular includes the plural and vice versa. Words that are gender neutral or gender specific include each gender.
- 2. OBJECTIVE** - This MOU is aimed at providing Certification Courses on Blockchain, Crypto and related subject matter, affiliated by the University, solely to create public awareness and educate the participant.
- 3. TERM** - This MOU shall initially be for a period of one (1) year from the Effective Date as to be passed from the higher body of University (Academic Council / BoM) which can be further renewed for any extended period in writing subject to mutual consent of the parties and similar or revised take.
- 4. CERTIFICATION COURSE** - The Company shall be providing the Certification Courses on online medium for a period of three-months from the date of Commencement. Any Indian Citizen can enrol themselves for this Course free of cost for initial (first & second) batch. After that cost shall be evaluated. Company shall provide control panel access to university for view & generating certificates to students.
- 5. AFFILIATION** - The Certification Courses shall be duly affiliated to the University. This affiliation shall be effective for all batches of this course rolled out by the Company after consulting with University during the entire duration of the Term irrespective of their date of completion.
- 6. INDEPENDENT PARTIES** - The Parties are entering into this MOU as legally and financially independent businesses. Consequently, the MOU cannot in any circumstances be interpreted as creating a joint entity, a de jure or de facto association or an employer/employee or Principal agent relationship between the Parties.



Mysr  
15/11/21  
(Witness)

2/5

Asikhandy  
15/11/21

7. **CONFIDENTIAL INFORMATION** - Neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with the MOU. Each Party may only use the other Party's Confidential Information as permitted to perform its respective obligations under this MOU. "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this MOU or by the nature of the information itself.

8. **INDEMNITY** - Each Party shall, to the extent allowed by law, defend, indemnify and hold harmless the other from and against any and all claims, losses, causes of action, judgments, damages and expenses to the extent caused by the negligent actions or omissions or default of the defaulting party, its sub-agents or authorized representatives, if any, for which the defaulting Party would be liable in law.

9. **TERMINATION** - Either Party may, for convenience, terminate this MOU by giving the other Party written notice of three (3) month in advance. Rights and obligations, as accrued prior to the termination or expiry of the MOU, shall not be affected and immediately become binding on the Parties.

10. **REPRESENTATION & WARRANTY** - Each Party represents and warrants, that they have the requisite authority and power to execute, deliver and perform its obligations under the said MOU. Also performance of the said MOU is not in violation of, impediment to or contradictory to any contract, law, regulation, order or decree passed by any Court of Law.

11. **ENTIRETY** - The said MOU along with any Annexures constitutes the entire understanding between the Parties relating to the subject matter and supersedes any statements, representations, warranties, undertakings or agreements between the Parties prior to the execution of this MOU whether in oral or writing.

M/S  
15/12/21  
(Witness)

M/S  
3/3

Arishankar  
15/12/21

12. **NOTICES** - Any notices or correspondence with regards to this MOU shall be in writing and shall be sent by post or facsimile transmission or by email at the addresses set forth in this MOU.

13. **SEVERABILITY** - If any provision of this MOU is held by any Court of competent jurisdiction to be invalid, void, unenforceable or illegal, such provision shall become redundant while the rest of the MOU shall continue to be in full force & effective.

14. **ASSIGNMENT** - The rights and obligations under this MOU may not be assigned by either party hereto without the prior written consent of the other party.

15. **CAUTION** - Company shall not share information of trading in crypto currencies and details of any crypto trading platform/ app. No investments recommendation shall be done.

16. **DISPUTE RESOLUTION & GOVERNING LAW** - Any disputes or differences whatsoever arising out of this MOU shall be amicably and mutually resolved between the parties within reasonable time failing which they shall choose to Arbitrate the said matter through a single Arbitrator jointly appointed by the Parties in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. This MOU shall be governed by the Laws of India and the courts of Mumbai shall have exclusive jurisdiction over the matters arising hereto.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be executed by their respective representatives thereunto duly authorized as of the date first written.

YCL

Mgk  
15/11/21  
(10/12/21)

3/

Arjun Khosla  
15/11/21

Dr. Zama Labs Pvt. Ltd.

*[Handwritten signature]*



Authorized Signatory

Name

Designation

Date

*Anuj Chaudhary*

*15/12/21*

*Anuj Chaudhary*

*Designation: Blockchain  
Crypto Analyst  
WazirX*

Registrar of the University

*[Handwritten signature]*

**Registrar**

Gurukul Kangri (Deemed to be U)

Uttarakhand-246

Authorized Signatory

Name *Dr. Simil Kumar*

Designation *Registrar*

Date *15-12-21*

*[Handwritten signature]*  
*15/12/21*  
*(Prof V to Singh)*

*[Handwritten signature]*

**ATTESTED**

*[Handwritten signature]*  
*15/12/21*

**IDENTIFIED BY**

*[Handwritten signature]*