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# MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# SONISVISION CORPORATES LLP & BILLIONPREET GROWTH CONSULTANTS PRIVATE LIMITED

AND

Faculty of Management Studies (FMS) and Department of

Management Studies, Gurukula Kangri

(Deemed to be University) Haridwar.

SONISVISION CORPORATES LLP & BILLIONPREET GROWTH
CONSULTANTS PRIVATE LIMITED; having its Corporate Office at Ajmer,
Rajasthan, and SONISVISION CORPORATES LLP & BILLIONPREET
GROWTH CONSULTANTS PRIVATE LIMITED hereinafter referred to as
Sonisvision & Billionpreet.

A N D

Faculty of Management Studies (FMS) and Department of Management Studies, Gurukula Kangri (Deemed to be University)

Haridwar, having its Registered Office at Haridwar, Uttarakhand-249404 (hereinafter referred to as the Faculty of Management Studies (FMS) and Department of Management Studies, Gurukula Kangri (Deemed to be

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PRAE THE BILLION Preet and Faculty of Management Studies (FMS) and

NOTARY Department of Eanagement Studies, Gurukula Kangri ( Deemed to be





University) Haridwar, *Uttarakhand*, are referred to individually as the "Party"; and collectively, as the "Parties".

Background Purpose:

and

Whereas, SonisVision Corporates LLP was started with the simple idea that doing business in India should be easy. To accomplish this mission, Sonisvision is building the largest legal and business services platform in India. Sonisvision is committed to helping startups, Individuals, Firms, Entrepreneurs, Companies, Businesses and small business owners in solving legal compliance related to starting and running their business. Sonisvision currently has a network of 100+ professionals including experienced Chartered Accountants, Company Secretaries, Lawyers, and Cost Accountants.

Whereas, Billionpreet is a diverse network of consultants and industry professionals with a global mindset and a collaborative culture. We work to understand your issues and are driven to ask better questions in the pursuit of making your business work better. Billionpreet was started to make fundraising & investing easier for start-ups and investors. There are a lot of small entrepreneurs in India who want to scale their business but due to a lack of guidance and proper knowledge, they are unable to grow. We at Billionpreet help small business owners and entrepreneurs scale up their ventures, raise funds and build a high-quality team.

### ATTESTED

PRABHAT TYAGI

ADVOCATE the top Universities, engaged in promotion of research and NOTARY GOVT. Or NOTARY in the field of Ayurveda, Traditional Medicines and HARIDWAR

medicinal plants, integration of Ayurveda with other branches of medicinal science; providing long lasting cure to human diseases, after identifying the root causes of the diseases and





endeavor to elaborate these areas of collaboration and such additional areas, as may be mutually agreed upon between the Parties, shall also form part of this MoU.

- (ii) Mare agreement on the areas of mutual collaboration, as contained in Clause 3, does not create any binding and legally enforceable rights and obligations between the Parties at this point of time. Legally enforceable rights and obligations of each Party, under the umbrella of this MoU, shall be created by separate written agreements as may be entered into at a later stage.
- (iii) All additional agreements, as may be entered from time to time in relation to the areas under collaboration, or during the implementation of programs and activities specified in this MoU, including financial arrangements to meet the expenditure of such programs and activities, shall be negotiated and determined mutually by the parties vide separate additional agreement, to be attached as the addend or the annexure to this MoU.

### 3. Broad Areas of Cooperation:

- 3.1 Sonisvision & Billionpreet and Faculty of Management Studies (FMS) and Department of Management Studies, Gurukula Kangri (Deemed to be University) Haridwar. will discuss the possibility of cooperation in the following areas:
  - Joint consultancy projects
  - Conference/seminars/webinars/workshops
  - · Internships for students
  - Placement of students
  - Joint publications
  - Awareness programs on IPR/Startup/ Franchisee.
  - Any other area that both Parties may deem fit from time to time.

3.2 Both the parties acknowledge that the financial arrangements,



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wherever involved, to carry out the above programs and activities under collaboration will be mutually negotiated and approved after mutual consent of both the parties and shall be agreed to for each activity individually.

3.3 Revenue, if any generated from such activities shall be shared by the Parties in the proportion of their contribution in resource deployment and resource mobilization and such arrangement in revenue sharing shall also be worked in advance individually for each of the planned activities.

#### 4. Confidentiality and Privacy:

This MoU and all "confidential information" exchanged between the TTESTED

Parties pursuant to this MoU shall be held in confidence.

4.1 "Confidential Information" shall include:

 (i) Information in tangible form that bears a Confidentiality Legend such as Confidential/ Restricted/ Secret etc.

- (ii) Information in tangible form that does not bears any Confidentiality Legend; however, the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence.
- (iii) Any trade secret information of the disclosing party which was disclosed by the disclosing party under this MoU.
- (iv) Any other information that comes under the purview of intellectual property rights and protected by the disclosing party by intellectual property rights.
- 4.2 Confidential information shall not include:
- (i) Any data or information which is or becomes publicly available through no fault of the receiving party,
- (ii) Any data or information which is already in the rightful possession of





know-how which they may come across by virtue of this MOU. Nothing in this MoU shall confer on one Party any right or title in the intellectual property of the other Party.

5.3 No license is automatically granted under this MoU to any person to access the places or tangible or intangible property of the other Party either expressly or by implication or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be on case-to-case basis and shall be expressed in writing.

5.4 Both parties will take all necessary steps to protect the intellectual properties generated during the processes or activities shared by the parties.

5.5 Ownership and royalty of joint intellectual property rights regarding joint publications, joint patents, software, designs and product developed as a result of joint research or other activities undertaken in collaboration under the scope of this MoU shall be decided by the two parties by mutual consent.

#### 6. Termination:

6.1 This MoU may be terminated by mutual consent of the parties before its normal tenure of five (5) years.

6.2 This MoU can also be terminated by either of the parties by giving advance notice of two (2) month period without jeopardizing the ongoing collaborative activities.

6.3 The implementation and/or continuance of programs or projects pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

### 7. Force Majeure:

7.1 Neither Party shall be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.



7.2 Each party shall promptly inform the other of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution.

7.3 "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government etc.

# 8. Governing Law and Dispute Resolution:

8.1 The validity, interpretation, enforceability and performance of this MoU

shall be governed and construed in accordance with the Laws in India.

8.2 Any disputes arising between the parties out of or in connection with this MoU shall as far as possible be settled amicably.

8.3 If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Chandigarh. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written







On the Behalf of:

Sonisvision corporates llp & Billionpreet growth consultants private limited

Name and Signature

Abhishek Simon

Head- Corporate Training Department Sonisvision Corporates LLP

Name and Signature

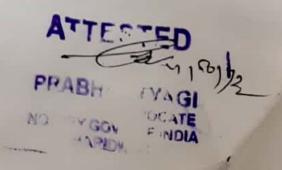
Swapnil Lal

Co-Founder & COO

Billionpreet growth consultants private limited

Name, Signature and designation of

Witness







Signed for	or and	on behalf	of GKDU.	Hardwar
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Signature:....

Name: Prof. R. K. Shastri

Designation: Vice Chancellor Gurukul Kangri Deemed to be University

Haridwar

Witness 1

Signature:

Name: Prof. (Dr.) V. K. Singh

Designation: Finance Officer, Head & Dean,

Faculty of Management Studies (FMS)

Gurukul Kangri Deemed to be University

Haridwar

Witness 2

Signature:.

Name: Prof. (Dr.) Bindu Arora

Designation: Incharge, Department of Management Studies (DMS)

Kanya Gurukul Campus

Haridwar

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