

AGREEMENT

This Agreement ("Agreement") is entered at Mumbai on this 7th March of 2024 ("Effective Date")

BY AND BETWEEN

Entrata India a company registered under the applicable laws of India having its Registered Office at 14th Floor, International Tech Park, Block 1, Wing 1, Grant Rd, Pune, Maharashtra 411014. (Hereinafter referred to as the "**Entrata**") which term shall so far as the context admits be deemed to mean and include, unless excluded by or repugnant to the context or meaning thereof, its successors and permitted assigns of the ONE PART.

AND

Sparsha Charitable Trust of company registered under Section 8 of the companies' act, (Registration No: E19110 dated 15/01/2001), having its office, C-1, Shram Shakti, Room No 116, Wadala Truck Terminal, Next to Wadala TT Police Station, Wadala, Mumbai-400037. (hereinafter referred to as the "**Sparsha**") which term shall so far as the context admits be deemed to mean and include, unless excluded by or repugnant to the context or meaning thereof, the Governing Bodies and any new members elected, appointed or co-opted of the OTHER PART;

ENTRATA and SPARSHA are hereinafter collectively referred to as the '**Parties**' and individually as the '**Party**'.



Page 1 of 11

Whereas

- A. ENTRATA in pursuance of its Corporate Social Responsibility has decided to carry out the activities more particularly described in **Schedule-A** to this Agreement (hereinafter referred to as "**Project**").
- B. SPARSHA has represented to ENTRATA that it is a non-profit making organization and has the requisite infrastructure, expertise and experience to implement/ perform/ carry out/ conduct the activities involved in the Project and thus offered to provide activities more particularly described in **Schedule-B** to this Agreement (hereinafter referred to as "**Assistance**") as may be required by ENTRATA from time to time.
- C. ENTRATA has considered the offer and has agreed to avail the assistance of SPARSHA basis upon the terms and conditions contained hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF SERVICE & SPARSHA'S RESPONSIBILITY

- 1.1. SPARSHA shall with due diligence and efficiency, provide to ENTRATA comprehensive assistances, including but not restricted to the assistances as described in **Schedule B** of this Agreement, at the locations more particularly described in **Schedule-D** hereto. Any addition/ deletion to the list of locations contained in Schedule-D may be done by exchange of letter with mutual consent of Parties.
- 1.2. SPARSHA shall keep the ENTRATA informed of all activities pertaining to the assistances rendered under the Project along with the status of the activities. The performance and progress of assistances rendered under the Agreement will be monitored by ENTRATA by way of periodic review meetings.
- 1.3. SPARSHA agrees to provide reports on progress, and achievement of the Project during implementation and performance of assistances on a quarterly basis. This will cover each assistance component delivered and the performance achieved compared with target. These Reports are to be provided to ENTRATA after the end of each quarter. Notwithstanding the above, ENTRATA shall have the right, at its own expense, to audit or review the Project and assistances- related books of the SPARSHA as and when required by ENTRATA.
- 1.4. ENTRATA may propose changes to the scope, nature or time schedule of the assistances being performed under this Agreement. The Parties will mutually agree in writing to any proposed changes, including adjustments to fees/charges and expenses as a result of any changes to the Services.

2. DURATION/TERM OF THE AGREEMENT:

This Agreement shall commence from 12/03/24 to 28/02/2025 Parties in accordance to the terms of this Agreement. The term of the Agreement may be further extended at the discretion of the ENTRATA for another term on mutually acceptable terms depending upon the requirement of the ENTRATA.

3. COST/CHARGES/EXPENSES:

In consideration of said assistances to be provided by the SPARSHA, ENTRATA shall pay DONATION as specified and in the manner mentioned in **Schedule -C** to this Agreement. The said donation shall be payable to the SPARSHA against valid receipt of purchase order request by ENTRATA in the manner as specified in this Agreement.



4. REPRESENTATIONS AND WARRANTIES:

- 4.1 The SPARSHA represents that it is properly incorporated and validly existing under applicable the laws and has considerable knowledge, expertise, infrastructure, resources and capability to provide the assistance under this Agreement. The SPARSHA further represents that the assistances provided by SPARSHA to ENTRATA, will not be in breach of any applicable laws and regulations.
- 4.2 The SPARSHA warrants that:
- (a) The SPARSHA warrants that its officers, managers and persons in control of its affairs, are not in breach of any applicable laws and regulations and further that it shall not, knowingly engage any person with a criminal record/conviction, and any such person shall be barred from participating directly or indirectly in providing the assistances under this Agreement.
 - (b) The SPARSHA agrees that the SPARSHA and any individual assigned by the SPARSHA for providing the assistances under this Agreement shall at all-time comply with ENTRATA's instructions.
 - (c) The SPARSHA shall be fully responsible for all activities performed by its personnel, agents, employees, or contractors.
 - (d) The SPARSHA shall obtain and maintain throughout the Term, at its own cost, insurance policies for adequate amount against dishonesty, theft, robbery, forgery, altered documents, fraud, fidelity and/or any other dishonest acts on the part of SPARSHA's employees or representatives.

5. RELATIONSHIP BETWEEN THE PARTIES:

Nothing contained in this Agreement shall be construed or have effect as constituting any association, partnership, joint venture or a relationship of employer and employee or principal and agent between SPARSHA and ENTRATA. The SPARSHA shall perform all assistances hereunder as an Independent Assistance Provider, on a non-exclusive basis.

6. TERMINATION:

- 6.1 Either Party to this Agreement shall have right to terminate this Agreement for convenience, with or without assigning any reasons thereof by providing not less than 30 (Thirty) days prior written notice of intention to do so, to the other Party.
- 6.2 Notwithstanding anything herein contained, ENTRATA may by giving notice in writing to the SPARSHA, forthwith terminate this Agreement in the event SPARSHA fails to perform assistances under this Agreement or fails to observe any of its obligations, or any of the terms of this Agreement or in the opinion of ENTRATA interests of ENTRATA are jeopardized in any manner whatsoever.
- 6.3 Upon expiry or early termination of this Agreement or at any time upon request of ENTRATA, SPARSHA will return any and all materials, documents, or other property provided by ENTRATA in connection with the Project and assistances under the Agreement.

7. ARBITRATION:

In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be resolved by arbitration by a sole Arbitrator



to be appointed by ENTRATA. Such arbitration shall be held in accordance with The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Mumbai and be conducted in the English language.

8. NOTICES:

Any notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be (a) delivered by hand or sent by registered post /speed post acknowledgement due, to the relevant address set out below (or as otherwise notified from time to time). Any notice given by hand delivery or post shall be deemed to have been duly given: (a) if hand delivered, when delivered; (b) if sent by registered post /speed post acknowledgement due, on the fifth Business Day from the date of posting unless there is evidence that it was received earlier than this. The addresses of the parties for the purpose of the aforesaid are:

(a) ENTRATA

Address :

ENTRATA India

14th Floor, International Tech Park, Block 1, Wing 1,
Grant Rd, Pune, Maharashtra 411014

(b) SPARSHA :

Address

SPARSHA Charitable Trust

C-1, Shram Shakti, Room No 116, Wadala Truck Terminal,
Next to Wadala TT Police Station, Wadala, Mumbai-400037.

9. ASSIGNMENT OR TRANSFER:

Both parties can assign or sub-contract all or any portion of its rights or obligations under this Agreement with prior written information to the other Party. Nothing contained herein shall prevent the assignment of this Agreement by ENTRATA to its parent or to any of its subsidiaries or affiliates.

10. CONFIDENTIALITY

SPARSHA shall be under obligation to maintain the confidentiality of all information supplied by ENTRATA to SPARSHA in relation to the Project and assistances under the Agreement, which shall survive termination of this Agreement.

11. SEVERABILITY



If any term or provision or this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

12. GENERAL RIGHTS AND OBLIGATIONS.

- 12.1 Both parties acknowledge the intellectual proprietary rights of the other Party whether registered or not. The SPARSHA agrees that information, reports, studies, diagrams and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the assistances rendered hereunder shall be the sole and exclusive property of ENTRATA.
- 12.2 Neither Party shall use the name and/or trademark/logo of the other Party, its group companies, subsidiaries or associates without the prior written consent of the other Party.
- 12.3 The SPARSHA shall be solely liable for the payment of all taxes, duties, fines, cesses, levies, penalties, etc., by whatever name called, as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and in force from time to time in relation to the assistances rendered pursuant to this Agreement.
- 12.4 The terms and provisions of this Agreement that by their nature and content are intended to survive termination/end shall so survive the completion and termination of this Agreement.
- 12.5 No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both Parties. All legally required amendments shall automatically become an integral part of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, together with Schedules hereto constitutes the entire agreement between the Parties with regard to the subject matter hereof and may not be altered, amended or modified except in writing and signed by the Parties.

14. AUTHORISATION

The persons signing this Agreement on behalf of the Parties represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

15. INDEMNITY:

The SPARSHA shall hold ENTRATA indemnified saved and harmless, for and in respect of all or any claims, damages, outgoings suffered by the ENTRATA, and expenses of any nature whatsoever, including legal costs and fees incurred by the ENTRATA in its defense, arising directly, indirectly, or consequentially, from any breach of the terms of this Agreement, from any negligent, criminal or fraudulent act of any individual assigned by the SPARSHA for the performance of assistances in terms of this Agreement, any violation of any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, trade secrets, copyrights and any other proprietary rights, any contravention and/or non-compliance on the part of the SPARSHA with



any law, ordinance, regulation and code as may be applicable from time to time, any unauthorized disclosure of the confidential information by SPARSHA and/or its employees/ representatives.

Notwithstanding any other provisions of this Agreement, in no event shall ENTRATA be liable to the SPARSHA for loss of profits or revenues, consequential or similar damages arising out of or in connection with the assistances, materials or assistance provided under this Agreement, or for any claim made by ENTRATA on the SPARSHA

16. GOVERNING LAW AND JURISDICTION:

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the applicable laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.

IN WITNESS WHEREOF the Parties hereto have duly caused these presents to be executed at _____ on
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**SIGNED AND DELIVERED for and on
behalf of ENTRATA India**

Signature

Name

Designation

**SIGNED AND DELIVERED for and on
behalf of SPARSHA Charitable Trust**

Signature

Name: Sarika Desai

Designation: CEO



Schedule-“A”

“PROJECT”

Project Background:

STEM Learning Mini Science Centre (MSC) is a very educative innovative sySparshaic instrument to revolutionize science & maths education that makes learning accessible. It is a catalytic channel that is interactive, engaging, & fun that's aimed to raise awareness, grasp the information & strengthens the aptitude foundation of children; furthermore also supports the teachers in teaching - with a focus on science & maths. Mini science Centre has a range of 80 table top working models with back-drops and manuals providing hands-on experience for learning Science and Mathematics for Class 5 through 10.

In this context, **ENTRATA** had planned to establish the MSC and had partnered with SPARSHA to set up in 85 schools in Vadodara, Chennai, Bangalore and Tirunelveli. This program will be benefitted to approximately 25000 students to **improve quality of access** from less privileged section of society.

Expected Outcome:

- Improved interest of students for learning science and mathematics by creating child friendly eco system which is fun and hence enjoyable.
- Empowering teachers with easy teaching aids.
- Improve regularity in conducting the science and math's class through better engagement of teachers in teaching.
- Aptitude foundation laid for educational consolidation.

Key Project Activities	Description
Installation of MSC in Schools	<ul style="list-style-type: none">Facilitation of obtaining permission from concern authorities (Government or local key person if required) for the implementation of the program.Ensuring infrastructure support on site from school in terms of power supply, furniture, space and cleanliness.
Teachers training	Organizing series of two training program for teachers 1 st training for teachers at project level (Beginning of project) focusing on using various models for teaching students/ methodology / motivation / events organized every year under the program and expected role of teachers. 2 nd training to discuss issues at school level focusing on problem solving and encouraging the use of MSC.
Monitoring & Evaluation	<ul style="list-style-type: none">Undertake M&E activities for baseline data.M&E Officers visit twice year.Reporting maximum usage of MSC by teachers.Reporting maximum usage of MSC and models by Students.



Maintenance	<p>Maintenance –</p> <ul style="list-style-type: none"> • 1st Year maintenance is inclusive in the set up cost, second and third year is at cost and all one year's maintenance from the date of installation that will ensure the following. • Maintenance, cleaning, oiling and checking the models • Under maintenance, models will be repaired for damages such as LED repairing, broken threads etc. • However, if the model is completely broken due to mishandling, it will not fall under the scope of maintenance. • Repairing will be done within 15 working days from the day of raised query
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Schedule –“B”

(SCOPE OF ASSISTANCES, ASSISTANCE PROVIDER'S RESPONSIBILITIES & PERFORMANCE STANDARDS)

ENTRATA: Roles and responsibilities

- ENTRATA shall provide financial support as per the approved budget between partners and mentioned in schedule C of this agreement.
- ENTRATA shall have the right to audit the accounts of SPARSHA pertaining to the project.

SPARSHA: Roles and Responsibilities:

- SPARSHA along with STEM Learning shall take the necessary approval from school or Government to set up MSC at school premises.
- SPARSHA along with STEM Learning shall install MSC at government school of Pune
- SPARSHA along with STEM Learning will do the teachers training on focusing on various models and teaching method.
- SPARSHA along with STEM Learning shall ensure that monitoring and evaluation calendar is maintained and shall have update to ENTRATA team on regular basis.
- SPARSHA along with STEM Learning shall ensure that MSC is working properly throughout the year.



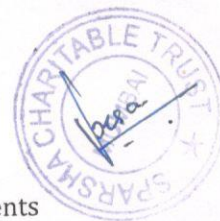
**Schedule –“C”
BUDGET**

SR.NO	ITEM	DESCRIPTION	Cost for 1 School	No of School	Cost for 1 Schools
1	MINI SCIENCE CENTRE	80 MODELS + 80 USERS PLACARD+ 37 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY	315,000	1	315,000
		TAXES @ 18%	56700		56700
		TOTAL	371,700	1	371,700
2	TRAINING OF TEACHERS (TTP)	Fresh & Refresher Training	40,000	1	40,000
		TAXES @18%	7200		7200
		TOTAL	47,200	1	47,200
3	MONITORING & EVALUATION	Base-Line, End-Line	40,000	1	40,000
		TAXES @ 18%	7200		7200
		TOTAL	47,200	1	47,200
4	ANNUAL MAINTENANCE CONTRACT	CLEANING SERVICING & Repair (if any)	40,000	1	40,000
		TAXES @ 18% (cost applicable from second years)	7,200		7200
		TOTAL	47,200	1	0
5	INFRASTRUCTURE	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	40,000	1	40,000
		TAXES @18%	7,200		7,200
		TOTAL	47,200	1	47,200
TOTAL (1+2+3+5) (A)			513,300	1	513,300
6	Sparsha Charitable Trust	NGO Administration Cost @5% (B)	25,665	1	25,665
Grand Total (A+B)			538,965	1	538,965

Location: Pune

Duration: 1 year

Objective: To establish STEM Learning Mini Science Centre for school students



Payment Terms:

S. No.	Installment Description	Installment Amount	To be released against achieved deliverables
1	50% of the project cost	INR 269482 /-	On signing of MOU for Preparatory work and Need Assessment
2	50% of the project cost	INR 269483 /-	After Submission of Installation Report of 1 School

Schedule –“D”**School Identification & List of 80 MSC Models :-**

Sparsha & STEM Learning to identify 1 school in the following location.

- **Locations:** Pune 1 School.
- **Type of School:** Government.
- **Total Beneficiaries:** 200 students approximately.
- **Science & Math's Teacher's Beneficiaries** : approximately 2.
- **School Request Letter:** From selected school.



<u>Sr no.</u>	<u>Name of the model</u>	<u>Sr no.</u>	<u>Name of the model</u>
1.	Constellation Viewer	41.	Transverse wave pendulum
2.	Newton's Disc	42.	Area of triangle
3.	Colour Shadow	43.	Area of parallelogram
4.	Periscope	44.	Coupled Pendulum
5.	Kaleidoscope	45.	Solar Light
6.	Laws of Reflection	46.	Wind Mill
7.	Corner Mirror	47.	Shape of earth due to rotation
8.	Infinity Tunnel	48.	KE PE Track
9.	Magic Water Tap	49.	Loop The Loop
10.	Total Internal Reflection.	50.	Rope Puzzle
11.	Fun with Magnets	51.	Refraction Cylinder
12.	Law of Inertia	52.	Newton's Cradle
13.	Circle and Ball	53.	Centrifuge Puzzle
14.	Action and Reaction	54.	Hand Battery
15.	Parrot in the Cage	55.	Periodic Table
16.	Zoetrope	56.	Cone Run Uphill
17.	Pin screen	57.	Tower Of Pisa
18.	Floating Ball	58.	Lever
19.	Floating Fan	59.	Pulley Block
20.	Tornado	60.	Wheel and Axel
21.	Hand Pump	61.	Heat Absorption
22.	Anamorph	62.	Day and Night
23.	Floating Magnets	63.	Viscosity Tube
24.	Magnetic Field Tube & Immiscible Fluid	64.	Rock and Minerals
25.	Moment of inertia	65.	DNA
26.	Lazy Tube	66.	Lateral Shift
27.	Hyperbola	67.	Force & types of friction
28.	Magnetic effect of electric current	68.	Funny mirrors
29.	Pythagoras Model & Moire Pattern	69.	Marble Slide
30.	Elliptical Carrom Board	70.	Resonance
31.	Two Congruent Right Triangles	71.	Weight Illusion
32.	Area of a Circle	72.	Area of Trapezium
33.	$(a+b)^2 = a^2 + 2ab + b^2$	73.	Sum of angles of Quadrilateral
34.	$(a+b+c)^2 = a^2 + b^2 + c^2 + 2ab + 2bc + 2ca$	74.	$(A+B)^2 - (A-B)^2 = 4AB$
35.	$a^2 - b^2 = (a+b)(a-b)$	75.	Electric bell
36.	Sum of the angles of a triangle	76.	Human Torso
37.	Tangram	77.	Ear & Eye
38.	Parking Puzzle & T puzzle	78.	Human Joints
39.	Organ pipes	79.	Plant Cell
40.	Area of rhombus	80.	Animal Cell

