

AGREEMENT

This Agreement is entered into on this 23 day of February 2025 at Mumbai

Between

Kalpataru Plaza Private Limited, a Company registered under the Companies Act, 1956, having its registered office at 91, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (E), Mumbai 400055. India. Whereinafter referred to as “**KPPL**” or the “Company” (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns);

AND

Stem Learning Pvt. Limited, a Company registered under the Companies Act, 1956, having its registered office at ICON 1205, Marathon Nextgen Campus, Opp. G.K.Marg, Lower Parel (W), Mumbai 400 013, India hereinafter referred to as the “**Organization**” or “**STEM**” (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns);

Kalpataru Plaza Private Limited (KPPL) is a joint venture company of the Kalpataru group, which is one of the leading real estate development groups in India.

STEM is ISO 9001:2008 certified and aims to inculcate basic concepts of Science & Technology (Science, Technology, Engineering & Mathematics) at school level itself, thereby encouraging inclination of student / learner towards Science & Technology. STEM installs simple models (effective learning materials) designed for students of class 6 to 10 in schools thus help students in identifying and experiencing the actual models making the learning process practical oriented and hence fun. STEM has set up 800+ mini science centers in schools across rural & urban Maharashtra, Gujarat, Rajasthan, Goa, Bangalore, Chennai, Chhattisgarh. The Mini Science center project in Schools is a window of opportunity to the students in the Private & government Schools in the state to bridge between the theoretical & practical divide. The Mini Science Center is a comprehensive & well thought -out initiative to open new vistas of science Aided Teaching & Learning to provide a level –playing field to Private & government school students whether in rural areas or in the cities.

KPPL has been contributing to various social causes and Corporate Social Responsibility (CSR) activities in the field of education, animal welfare, healthcare, etc.

The **STEM** has approached **KPPL** to provide financial assistance to support the Mini Science Centre Project undertaken by it in Government & semi-aided schools. Relying on the commitment and representations made by the **STEM**, **KPPL** has agreed to provide the said financial support under its CSR to support the identified Project undertaken by **STEM** as per the terms agreed herein:



1. Purpose

In alignment to its CSR Policy, **KPPL** wishes to support the implementation of Project as specified in Appendix A (hereafter referred to as the “**Project**”).

STEM has agreed to implement the **Project** in coordination with **KPPL** team at the identified location.

2. Financial Terms and Conditions

KPPL has agreed to support the **Project** undertaken by **STEM** under its CSR obligations to the extent as laid down in Appendix B.

The **STEM** shall utilize the fund solely for the purpose as described in Appendix A.

The **STEM** shall ensure that the use of the CSR amount at all times will be wholly consistent with the purposes set out in Appendix A. No amount will be utilized for any purpose relating to bribery, political activity, and personal benefit or in any way inconsistent with the purpose set out in this Agreement.

3. Payment Schedule

The schedule of payments set out in Appendix B is preliminary and non-binding estimate of the timing and amount of cash remittance(s) to **STEM**.

4. Obligations and Liability

The Organization agrees to comply with the following obligations:

4.1. The **Project** shall be implemented within the time frame as specified in Appendix A.

4.2. The **Project** shall cover such location and area as specified in Appendix A.

4.3. The amount disbursed will be utilized in a reasonable manner solely for the social cause agreed herein this Agreement, and **STEM** shall raise an invoice as per the milestone completed to **KPPL**.

4.4. The **STEM** shall be responsible for the viability of the **Project** and shall take all necessary steps to complete and implement the **Project** expeditiously.

4.5. It will be the sole obligation of the **STEM** to implement the **Project** in the manner laid down herein.

4.6. The **STEM** shall be liable to indemnify **KPPL** for any loss, damage, costs, expenses or liability incurred or suffered by **KPPL** or its representatives as a result of an action or inaction by **STEM**, provided **KPPL** or its representatives demonstrate to **STEM** such loss, damage, costs and expenses so incurred. **KPPL** shall not be liable for any claims, including any third party claims that may arise in respect of the **Project**.

5. Monitoring and Evaluation

The **STEM** will make self-assessment and track the fulfillment of agreed milestones and indicators with the agreed regularity as defined in Appendix A.



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An action plan on how to address the indicators and any changes in activities that may need to be undertaken in order to reach the objectives by the **STEM** shall be shared and discussed with **KPPL**.

The representatives of **KPPL** shall liaise with the representative of the Organization as specified in Appendix D.

KPPL shall have a right to monitor/inspect the **Project** implementation by sending a team of its employees or advisors at such intervals as required. All charges of such visits will be borne by **KPPL** and **STEM** will have to facilitate and provide all necessary help in periodical verification of its activities.

6. Reports and Statement

After complete implementation of the **Project**, **STEM** will submit a **Project** completion report, which shall include the following:

- Detailed Project Completion Report
- Photographs
- Impact Assessment/Outcome Assessment Report
- Thank you letters from the Schools

8. Confidentiality

Both parties undertake to treat any information that they have obtained from the other party in connection with this Agreement as confidential.

9. Publicity

STEM shall not use the names, trademarks, logos of **KPPL** and Kalpataru group companies, subsidiaries and associates in any manner whatsoever without the prior written consent of such other Party. **KPPL** shall have the right to use the trademarks, names and logos of the Organization at any time in its website and marketing material. The parties shall not make any publicity release or public announcement concerning the program under this Agreement without the prior written approval thereof by the other party.

10. Entire Agreement

This Agreement sets forth the entire understanding between the Parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof between the Parties.

11. Amendment

This Agreement shall not be modified, altered or amended in any manner whatsoever except by an agreement in writing signed by both Parties in which this Agreement is expressly referred to.

12. Waiver

The failure of a Party hereto to exercise or enforce any right under this Agreement shall not be deemed to be a waiver thereof nor operate to bar the exercise or enforcement thereof at any time or times thereafter.



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13. Assignment

The rights and obligations under this Agreement cannot be assigned by either party unless mutually agreed in writing and signed by all Parties. Notwithstanding anything contained herein, **KPPL** shall have the right to assign its rights under this Agreement to any of its group companies, affiliates and subsidiaries without any consent of **STEM**.

14. Term and Termination

14.1. This Agreement shall be valid from the date of execution of this Agreement to 31 March 2024.

14.2 In the event of any breach of the terms of this Agreement by the **STEM** as specified herein, **KPPL** shall have the right to terminate this Agreement by giving a Notice of minimum one month to **STEM**.

14.3. In the event of breach of any terms of this Agreement by **YU**, or in the event **STEM** fails to complete the **Project** as per the terms of this Agreement, the **KPPL** shall forthwith, upon demand, hand over all the assets purchased or procured from the CSR amount for the purpose of the **Project** to **KPPL**.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by construed and enforced in accordance with the laws of India. Any disputes, controversies or claims arising out of or in relation to this Agreement, if the same cannot be settled amicably among the Parties concerned, shall be referred to and settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any amendments and modifications thereof. The arbitration proceedings, shall take place at Mumbai, in India and the Proceedings shall be in English language.

16. Survival Clause

The terms of this Agreement, which, by their nature, extend beyond this Agreement's expiry or termination date shall remain in effect and thus bind the parties even after such expiry or termination.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in duplicate as of the date first above written.

Signed and Delivered by)

Kalpataru Plaza Private Limited)

The within named, by the hand of)

Mr. Intiaz Kanga)

Title: Director)

Intiaz Kanga

Signed and Delivered by)

STEM Labs Private Limited)

The within named, by the hand of)

Sadanand Shetty)

Title: Sr. Marketing Manager)



Witnesses:

1. Dnyakshi Dnyakshi Khale, Mumbai

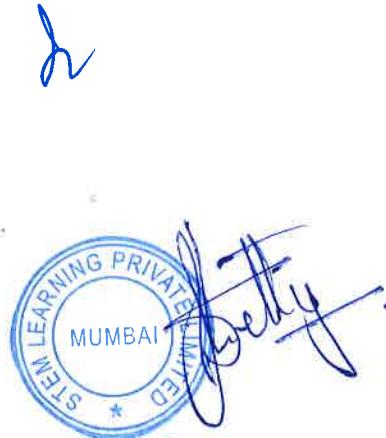
2. Pritesh Pritesh Wadiya, Mumbai

3. Shailesh Shailesh Bawkar, Mumbai

Appendix A – Project Proposal

I. Project Outline

Name & address	Stem Learning Pvt. Limited ICON 1205, Marathon Nextgen Campus, Opp. G.K.Marg, Lower Parel (W), Mumbai 400 013
Title of the project	Setting up science lab/s in (preferably municipal corporation schools) around Kalpataru project sites to enable better understanding of principles of Science and Mathematics.
STEM Representative	Sadanand Shetty
Project Period	23 rd February, 2025 to 31 st March 2025
Project Location	Identified school in Mira-Bhayandar
Total Budget :	Rs. 520,170/- (inclusive of applicable taxes)
Details of project:	<ul style="list-style-type: none"> • Setting up of 80 table-top interactive Maths & science working models/exhibits along with informational backdrops & user manuals with additional Tinkering Lab models • Teachers Training Program to train teachers to use these new teaching aids. • The models/exhibits can be carried to classroom for demonstrations of science concepts & theories. • Tables for display of models <p>Objectives of STEM Learning</p> <ul style="list-style-type: none"> • To apply mathematics and information technology to visualize and solve problems pertaining to everyday life etc. • To lay emphasis on the development of science and technology as a major instrument for enabling effectiveness in education • Create continuous engagement of teachers & learners during the interactive learning process
Profile of the beneficiaries	Students of class 5 to 10



Project Management Plan	Scope of work of STEM & Tinkering Lab <ul style="list-style-type: none"> • To liaise with the Govt./corporation officials and school authorities for permissions to set up the mini science lab. • To install Set of 80 Table Top Interactive Science Models (Mini Science Center) based on syllabus. • To install & Display backdrops of all Models in language used in State. • To Install sign board of the project at each School. • To do Teachers Training program for Science & Mathematics Teachers. • To do maintenance of science center for one year • Student's feedback at the end of the year • Electrical connection in the room • Concern school will authorize the reports of Trainers & Monitoring Officers for smooth operation of the project.
Reporting	Reports shall be submitted as specified in Appendix C.
Impact Measurements:	<ul style="list-style-type: none"> • In house data will be collected and a comparative study will be carried out to find the impact of the project. • Anecdotes, case study will be maintained and shared during the project period.
Volunteering support if required	Scope of Volunteering Volunteers can volunteer to help conduct interactive sessions after receiving prior permission from the school

II. Illustration of few models

III. Tentative time line for the execution of the programme

Milestone	Start Date	Completion Date	Responsibility
Deployment of science center	Signing of the agreement	Within 15 days after Signing of the agreement	STEM
Teachers Training	Completion of Installation	10 days within installation	STEM
Students feedback	Once every year	At the end of project	STEM

IV. Success Criteria

Sr. No	Objective	Success Criteria
1	To Implement the project Successfully within the specified timelines.	Have a constant review of the activities performed & create a log of the same. Analyze the log & improvise better techniques to reduce implementation period.
2	Smooth monitoring of the project over the project period.	Maintain detailed MIS, maintain business Continuity plan which should be refined constantly depending upon the analyses reports
3	To ensure the maximum value without compromising on quality.	Provide good quality infrastructure which should drastically reduce the maintenance. Provide training of basic troubleshooting techniques to in-charge so as to help reduce the downtime.

Appendix B - Budget and Payment Schedule

I. Project Details		
Total Budget for transportation, implementation and maintenance of 1 Mini Science center in schools & models of Tinkering Lab		Rs. 520,170/- (inclusive of applicable taxes)
Beneficiaries :		Students of class 5 to 10 of preferably corporation schools.
Period :		23/02/2025 to 31/03/2025
II. Detailed Budget		
Sno.	Particulars	Amount (in Rs.)
1	Transportation, implementation and maintenance of 1 Mini Science center in schools including provision of tables for installation of models & Tinkering Lab models	520,170/- (inclusive of applicable taxes)
TOTAL for 1 centers		520,170 (inclusive of applicable *taxes)
III. Payment Schedule		
Payment Number	Payment Date	Amount in Rs.
1	100% upon completion of installation	520,170/-
Total		520,170/- (inclusive of applicable taxes)
IV. Note		



Appendix C – Report Schedule

Programme Start Date: **23rd February 2025**

23 February 2025 to 15th April 2025	Project Completion Report (Installation, Teachers' Training, etc.)
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Appendix D Details of Representatives

Details	Kalpataru Plaza Private Limited	Stem Learning Pvt. Limited
Name of the Representative	Vinit Barde	Sadanand Shetty
Address	91, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz(E), Mumbai- 400 055	Stem Learning Pvt. Limited ICON 1205, Marathon Nextgen Campus, Opp. G.K.Marg, Lower Parel (W), Mumbai 400 013
Email	<u>Vinit.Barde@kalpataru.com</u>	sadanand.s@stemlearning.in
Contact No.	+91 22 30643418	09987352626

