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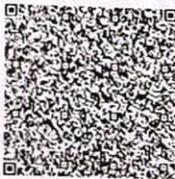


Government of Uttar Pradesh

IN-UP01539030002822W

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Certificate No. : IN-UP01539030002822W
 Certificate Issued Date : 05-Jul-2024 11:02 AM
 Account Reference : NEWIMPACC (SV)/ up14733204/ LUCKNOW SADAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUP1473320499604973512006W
 Purchased by : ESCALATING DREAMS PVT LTD DIRECTOR SHIVAM SHUKLA
 Description of Document : Article 4 Affidavit
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : ESCALATING DREAMS PVT LTD DIRECTOR SHIVAM SHUKLA
 Second Party : Not Applicable
 Stamp Duty Paid By : ESCALATING DREAMS PVT LTD DIRECTOR SHIVAM SHUKLA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

The Key Term of Agreement

This agreement of scope of work for social audit is made and entered into thisthe day of July, 2024 (Effective Date) by and between:

Swami Vivekanand Subharti University, Meerut, Uttar Pradesh (hereinafter as the first party), a NAAC accredited 'A' University and having its campus at Subhartipuram, NH-58 Delhi-Haridwar Bypass Road, Meerut – 250005, Uttar Pradesh, India, through designation- Registrar, Swami Vivekanand Subharti University, Meerut, Uttar Pradesh, which expression shall unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of first party.

And

Escalating Dreams Private Limited and having its registered office at H.N. 6, Vigyan Vihar Colony, Triveni Nagar, Lucknow-226020, Uttar Pradesh, India

Handwritten signature and stamp of Escalating Dreams Pvt. Ltd.

Statutory Alert:

- The authenticity of the Stamp certificate should be verified at www.upstamp.com or using e-Stamp Mobile App of Stock Holding.
- Any discrepancy in the details on this Certificate, and as available on the www.upstamp.com Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Computer Authority.

designation, **Director, Escalating Dreams, Private Limited, Lucknow, Uttar Pradesh, India** (hereinafter as the Second Party), which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assigns of the second party.

In this **Agreement**, "FIRST PARTY", and "SECOND PARTY" are collectively referred to as the "Parties", and individually as the "Party", wherever the context so requires.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE

- 1.1** The purpose of this Agreement is to define the terms, conditions and principles that shall govern the Parties cooperation with respect to the Project as per the Social Audit guidelines of Ministry of Education, Government of India and financial proposal agreed by the sole coordinator and approved by the Department of Education, Faculty of Education, Swami Vivekanand Subharti University to be undertaken under the auspices of this Agreement and the form and structure of the same.
- 1.2** The Parties acknowledge and agree that this Agreement is binding and sets out the arrangement and understanding entered into between the Parties and is intended to facilitate the preparation and participation of both the Parties with their respective roles and responsibilities.
- 1.3** The Parties hereto agree to do all acts, deeds, matters and things and to sign and execute such further documents, papers and writings as may be necessary and / or required from time to time for implementing the terms and provisions of this Agreement.

2. SCOPE OF WORK AND RESPONSIBILITIES/DELIVERABLES

2.1 Objectives of Social Audit

The primary objective of the Social Audit is to enhance public accountability in the implementation of Samagra Shiksha. This process integrates community participation and monitoring with the rigor of audit procedures. It is intended as a fact-finding exercise, not a fault-finding mission. The objectives of the Social Audit are as follows:

Escalating Dreams Pvt. Ltd.
Shivam Shukla - Director

- 2.1.1 Ensure that the entitlements of a child, as guaranteed under the Right to Education Act and funded through Samagra Shiksha, are provided in a timely and equitable manner.
- 2.1.2 Verify the timely issuance of authorization to spend funds to the School/School Management Committee (SMC) by the appropriate government under the Single Nodal Account of Samagra Shiksha-SIS.
- 2.1.3 Assess the status of school infrastructure, including classrooms, furniture, toilets, drinking water, electricity, and the progress of works funded through sanctioned grants.
- 2.1.4 Promote a safe environment for all students, particularly girls, in schools.
- 2.1.5 Monitor student enrollment, retention, and completion rates.
- 2.1.6 Share and verify information presented in School Report Cards generated under UDISE+.
- 2.1.7 Foster ongoing educational dialogue among all grassroots stakeholders, including teachers, headmasters, SMC members, students, local authority/PRI members, and education officials, to improve school development.
- 2.1.8 Develop a participatory approach to school development through community support.
- 2.1.9 Protect the rights of Children with Special Needs (CWSN) and students from marginalized or vulnerable sections.
- 2.1.10 Support the execution of the School Development Plan (SDP) and the School Safety Plan (SSP).

2.2 Role and Responsibilities of Sole Coordinator for the Implementation of Social Audit:

The Sole Coordinator is responsible for planning social audits, technically supporting the audits, collating and consolidating reports and following up persuasively on the results of the audit. The Sole Coordinator must maintain a higher standard of transparency, accountability, objectivity, impartiality and professionalism for the University.

The roles and responsibilities of the Sole Coordinator are as follows:

2.2.1 Identifying Master Trainers: Identify Master Trainers at the district level as outlined in section 6.1 of the Social Audit guidelines issued by the Ministry of Education, Government of India.

2.2.2 Selecting Cluster Social Auditors and Resource Person: Select

Collating Districts Pw. Lit
 Director

Cluster Social Auditors (CSAs) and other necessary Resource Persons to facilitate the Social Audit, as specified in sections 6.2 and 6.3 of the Social Audit guidelines.

2.2.3 Capacity Building: Conduct capacity building for resource persons, including training for CSAs and SAFT members, as detailed in sections 6.2 and 6.3 of the Social Audit guidelines.

2.2.4 Preparing Annual Calendars: Develop annual calendars for the Social Audits.

2.2.5 Deployment of CSAs: Deploy CSAs for Social Audits according to the prepared calendar.

2.2.6 Direct Payment to CSAs: Ensure direct payment to all Cluster Social Auditors.

2.2.7 Monitoring Quality: Monitor the quality of the Social Audits.

2.2.8 Data Entry and Report Hosting: Ensure and oversee data entry in an online mode and host reports in the public domain.

2.2.9 Analyzing and Sharing Reports: Analyze and share Social Audit Reports according to the schedule mentioned in section 5.3. Follow up during the Post Audit Phase.

2.2.10 Attending Public Hearings: Assign personnel to attend public hearings.

2.2.11 Timely Completion of Audits for All 4703 Schools: Ensuring the audit of all 4703 schools is completed within the targeted time period as per the guidelines provided by the Project Officer, Samagra Shiksha, Government of Uttar Pradesh, and the Nodal Officer/P.I., Social Audit Project, Swami Vivekanand Subharti University.

2.3 . Milestone of Payment for Sole Coordinator:

Installments at a glance	Percentage	Payment Timeline (Outcomes)	Activities Completion Timeline
1 st Installment after completion of outcomes	02 % of the total project cost	After signing the Agreement and identifying the Master Trainer at the District Level	Within 10 days from the release of work order.
2 nd Installment after completion of outcomes	15 % of the total project cost	After completion of Identifying Master Trainers at the district level, Selecting Cluster Social Auditors and other	Within 20 days from the release of work order.

(Registrar)

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		resource person's and preparation of calendar for social audit.	
3 rd Installment after completion of outcomes	25% of the total project cost	After completion of capacity building of Cluster Social Auditors, SAFT members and other resource persons.	Within 35 days from the release of 2 nd work instruction (In the meantime MTs will be trained at State by the Samagra Shiksha personnel).
4 th Installment after completion of outcomes	20% of the total project cost	Preparing annual calendars of mapping for public hearings, Deployment of Cluster Social Auditors (CSAs) for public hearing, and Conduct Social audit with SAFT and collect data as per annexures and other formats of guideline.	Within 40 days from the release of 3 rd work instruction.
5 th Installment after completion of outcomes	15 % of the total project cost	Data entry in online mode and hosting reports in the public domain. Analyzing/Sharing Social Audit Reports and Presentation at university.	Within 15 days from the release of 4 th work instruction.
6 th Installment	23% of the total project cost	After validation of work and satisfactory feedback from Samagra Shiksha, U.P.	As and when report is received

3. FINANCIAL ARRANGEMENTS

3.1 The payment for the social audit will be disbursed at a rate of Rs 4700 (Four Thousand Seven Hundred Rupees only) per school in a phased manner.

3.2 The SECOND PARTY is required to submit a Fund Utilization Certificate (FUC) upon request by the FIRST PARTY. It is the responsibility of the SECOND PARTY to provide this certificate to the FIRST PARTY for the release of the next installment or whenever it is requested.



Escalating Dreams Pvt. L.
Shivani
Director

4. AUDIT

- 4.1 The FIRST PARTY reserves the right to audit, inspect, and make copies or extracts of the Second Party records and processes associated with the Project with Second Party performance under this agreement at any time within twenty-four hours prior notice to the SECOND PARTY. Any audit or inspection of the Second Party will occur during normal business hours. FIRST PARTY's right to audit, inspect, and make copies or extracts of the Second Party's records and processes related to the Project shall continue for a period of one year following the termination or expiration of this Agreement. After the audit by the social audit project team of Swami Vivekanand Subharti University, State Project Office, Samagra Shiksha (EE), U.P. & CAG; the budget will be released to the sole coordinator as per requirement.
- 4.2 The SECOND PARTY shall submit audited financial accounts and report within 3 months after expiry of the project whenever requested by the FIRST PARTY.

5. REPORTING

- 5.1 The SECOND PARTY shall submit a Progress/Completion report as per the terms and conditions of the funding or as and when demanded by State Project office, Samagra Shiksha Uttar Pradesh and Nodal officer / Principal Investigator of Social Audit Project, Swami Vivekanand Subharti University from time to time.
- 5.2 The SECOND PARTY shall also submit the phase-wise report as required by the Nodal Officer, Social Audit Project, Swami Vivekanand Subharti University, Meerut outlining the status of the audit, challenges faced and any supported required.

6. MONITORING, INSPECTION & PROGRESS REVIEW

- 6.1 The progress and proper implementation of the Project will be inspected by members of the Department at Swami Vivekanand Subharti University, Meerut, and the State Project Office, Samagra Shiksha, Uttar Pradesh, through scheduled visits and surprise inspections.
- 6.2 The University retains the right to monitor the audit process and review the reports at any stage of the project.

7. TERM AND TERMINATION



Escalating Director
Shivam
Shukla

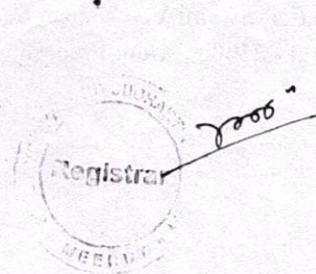
- 7.1 This agreement shall be valid for a period of 1 year from the effective date, which is the date of signatures of the Parties. It may be extended by mutual written consent of both Parties.
- 7.2 Either Party may terminate this agreement at any stage for any reason, including unsatisfactory performance or breach of terms and conditions, by providing a written notice of thirty (30) days to the other Party.
- 7.3 Upon termination, both Parties shall settle any outstanding expenses or liabilities accrued under this agreement.
- 7.4 The termination shall not affect any rights or obligations accrued prior to the termination date.
- 7.5 The termination of this agreement shall not relieve the Parties of any obligations that, by their nature, survive termination, including but not limited to confidentiality obligations and dispute resolution mechanisms.
- 7.6 Survival: The provisions regarding confidentiality, indemnification, and dispute resolution shall survive the termination of this agreement.
- 7.7 Force Majeure: Either Party shall not be liable for any failure or delay in performance under this agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, war, terrorism, civil unrest, natural disasters, or strikes.

8. PUBLICITY

- 8.1 To ensure proper brand image and visibility of the Department of Education, Swami Vivekanand Subharti University, and Samagra Shiksha, Uttar Pradesh, the SECOND PARTY shall display banners in the schools during the social audit.
- 8.2 These banners must prominently feature the names and logos of the Department of Education, Swami Vivekanand Subharti University, and Samagra Shiksha, Uttar Pradesh, to highlight their contributions.

9. DISPUTE RESOLUTION MECHANISM

- 9.1 Any disputes or differences that may arise between the Parties hereto or in connection to this agreement, including its existence, validity, interpretation, performance, breach, or termination, of any of the terms of this Agreement shall be settled through consultation and conciliation process by mutual discussions among the Parties.



A handwritten signature in black ink, appearing to be "Shri. Shiksha".

9.2 If the dispute cannot be amicably settled between the parties within one (1) month, such dispute or difference shall be referred to the Sole Arbitrator, who shall be appointed mutually by the Vice-Chancellor of the University and the Director of the Escalating Dreams Private Limited for resolution by arbitration.

9.3 The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

9.4 The language of this arbitration shall be English, and the seat and venue of arbitration shall be Meerut, Uttar Pradesh.

9.5 The award rendered by the Arbitral Tribunal shall be conclusive and binding upon both Parties.

9.6 The costs associated with the arbitration process, including fees, shall be shared equally between the Parties..

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement shall be governed by the laws of India. The Parties agree that Courts at Meerut, Uttar Pradesh shall have the exclusive jurisdiction in overall matters arising out of or relating to this agreement.

11. CONFIDENTIALITY

11.1 The Second Party shall maintain strict confidentiality of all data documents, information received or generated during the audit process.

11.2 Any breach of confidentiality will be considered a violation of this agreement and may result in termination of the contract.

12. LIABILITY & INDEMNIFICATION

12.1 The Second Party shall be liable for any discrepancies or inaccuracies found in the audit reports and shall indemnify the University against any losses or damages incurred due to such discrepancies.

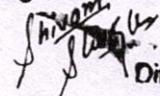
13. NOTICES

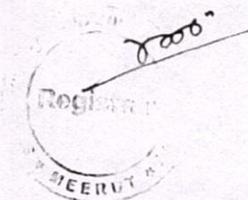
All notices, demands, or other communications required or permitted to be given or made under this agreement shall be in writing and sent to the following addresses:

FIRST PARTY:

Registrar, Swami Vivekanand Subharti University,
Meerut - 250005, Uttar Pradesh.

Escalating Dreams Pvt. Ltd.


Director



SECOND PARTY:

Director, Escalating Dreams Private Limited,
H.N.6, Vigyan Vihar Colony,
Triveni Nagar, Lucknow - 226020, Uttar Pradesh.

Notices shall be deemed effective upon receipt by the intended recipient.

12. ADDITIONAL PROVISIONS

- 12.1 Governing Law:** This agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.
- 12.2 Binding:** This agreement shall be binding upon the parties and their successors in interest.
- 12.3 Severability:** If one or more provisions of this agreement are determined to be invalid, unenforceable or otherwise voidable by a Court of competent jurisdiction or Arbitral Tribunal, such a determination shall not affect the other provisions of this agreement. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- 12.4 Amendment and Modification:** Any amendment or modification to this agreement must be in writing and signed by authorized representatives of both Parties.
- 12.5 Waiver:** Each of the rights of the Parties hereto under this agreement are independent, cumulative and without prejudice to all other rights available to such Parties, and the exercise or non-exercise or the failure or delay by the Party in exercising any right, power or privilege under this agreement, shall not prejudice or constitute a waiver of any other right of the Party or otherwise operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12.6 Assignment:** Neither Party shall be entitled to assign or transfer all or any of their rights under this agreement without the express written consent of the other Party hereto.
- 12.7 Entire Agreement:** This agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether oral or written, relating to such subject matter.



Escalating Dreams Private Limited
Director

12.8 Counterparts: This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

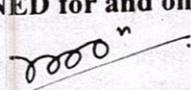
12.9 Ownership of Intellectual Property: All Intellectual Property Rights in any materials provided or made accessible by either Party to the other will remain with the Party providing or making available such materials. Nothing in this agreement shall be construed as transferring any Intellectual Property Rights of either Party to the other.

12.10 Nature of Relationship: This agreement is established on a principle-to-principle basis. Except where expressly stated in writing in this agreement, nothing herein shall be construed as creating a partnership, joint venture, or agency relationship between the Parties. Furthermore, this agreement does not establish an employer-employee relationship between the Parties or between either Party and the employees, contractors, or agents of the other Party. No Party is authorized to make or enter into any commitments on behalf of the other Party.

12.11 Event of Force Majeure: Neither Party shall be liable for any failure to fulfill any obligation under this agreement to the extent that such failure is caused by a force majeure event.

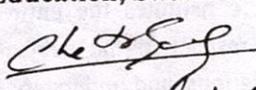
IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands and signatures to this agreement in duplicate on the Effective Date herein above written.

SIGNED for and on behalf of


Gp. Capt. M Yakob
Registrar, Swami Vivekanand Subharti University, Meerut, U.P.



In the presence of

1. Signature: 
Name: **Dr. Anoj Raj, Professor & Head, Department of Education, Faculty of Education, Swami Vivekanand Subharti University**
2. Signature: 
Name: **Dr. Chetan Vishal, Additional Registrar, SVSU.**

Escalating Dreams P. L. Ltd.

SIGNED for and on behalf of

Shivam Shukla

Shivam Shukla, Director, Escalating Dreams Private Limited, Indira Nagar,
Lucknow

In the presence of

1. Signature: *Yogendra Tiwari*
Name: YOGENDRA KUMAR TIWARI
2. Signature: *Amarender*
Name: Amarender Malviya

- 2.1.1 Ensure that the entitlements of a child, as guaranteed under the Right to Education Act and funded through Samagra Shiksha, are provided in a timely and equitable manner.
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2.2.2 Selecting Cluster Social Auditors and Resource Person: Select



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[Handwritten signature]
 Director