

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this day of 1st April 2018 by and between Subharti Media Limited through its Director Shri Vivek Maheshwari with its principal place of business located at Subhartipuram, nh-58 Delhi Haridwar Bypass Road, Meerut U.P. and Subharti College of Journalism & Mass Communication through its head of Institution Dr. Neeraj Karan Singh with its principal place of business located at Subhartipuram, Meerut, U.P. (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, Subharti Media Limited (hereinafter referred to as Entity) is engaged in the business of running the media house, television channel, newspaper, production house, etc amongst other services.

WHEREAS, the Consultant, Subharti College of Journalism & Mass Communication (College), is a constituent of Swami Vivekanand Subharti University.

WHEREAS, the entity desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the entity;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) Engagement. The Entity hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto and the Consultant hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Entity shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Tools, Instruments and Equipment. Entity shall provide tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.



A handwritten signature in blue ink, written over a circular blue ink stamp. The stamp is similar to the one on the left, with "SUBHARTI MEDIA LIMITED" and "Meerut" visible. The signature is written across the top and right side of the stamp.

(d) Representation and Warranty. Consultant represents and warrants to the entity that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this MOU or which will interfere with the performance of the Services.

2. Consultancy Period

(a) Commencement. This MOU shall commence on the date of signing of this MOU and shall be in force for a period of one year.

(b) Termination. This MOU may be terminated by either Party by giving 30 days written notice of such termination to the other Party.

(c) Effect of Termination. Upon the effective date of termination of this MOU, all legal obligations, rights and duties arising out of this MOU shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this MOU.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the services to be rendered hereunder, the Entity shall pay to the Consultant a Consultancy fee at the rates provided in Exhibit A.

(b) Expenses. Consultant shall bear all expenses on its own and no reimbursement for expenses shall be done to the consultant. However, reimbursement will be allowed for such expenses that have prior approval.

(c) Payment. The Consultant shall submit to the entity an invoice detailing the services performed during the period and the amount due. All such invoices shall be due and payable within 15 days after receipt thereof by the entity.

4. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.



5. Governing Law and Dispute Resolution

This MOU shall be governed by and construed in accordance with the laws of India. The Parties consent to the jurisdiction and venue in the courts of Meerut, Uttar Pradesh.

6. General

This MOU may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

Signed for and on behalf of
SUBHARTI MEDIA LTD.

✓ By:
Name: Shri Vivik Maheshwari
Title: Director



Signed for and on behalf of
SUBHARTI COLLEGE OF
JOURNALISM & MASS
COMMUNICATION

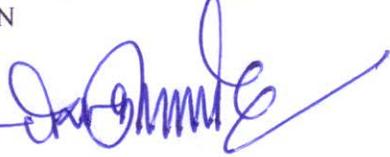
By: 
Name: Dr. Neeraj Karan Singh
Title: Head of Institution



Exhibit A

S.No.	Type of Service/Consultation	Charges
1	Suggesting design for location & croma	Rs.1,00,000/- p.a. plus GST/Taxes as applicable.
2	Suggesting Equipment type/brand for shoot & telecast	
3	Suggesting Consumables type/brand	
4	Consultation through subject experts on day to day basis	
5	Consultation through support team on day to day basis	
6	Deputing staff on day to day basis*	
7	Deputing students/interns on day to day basis*	

*Charges will be decided by the consultant for deputing a staff and students on monthly basis.

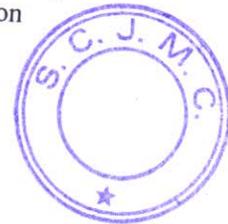
Signed for and on behalf of
SUBHARTI MEDIA LTD.

By:
Name: Shri Vivek Maheshwari
Title: Director



Signed for and on behalf of
SUBHARTI COLLEGE OF
JOURNALISM & MASS
COMMUNICATION

By:
Name: Dr. Neeraj Karan Singh
Title: Head of Institution



Subharti K.K.B. Charitable Trust

Subharti Puram,
Meerut

GST No. 09AADTS2638D1Z1

To,

M/s Subharti Media Limited

Meerut

G.S.T. No. : 09AALCS4967Q1Z6

Bill No. 820

Dated 31.03.2019

Particulars	Amount (Rs.)
Consultation Charges for Design,Equipment Type etc. for Journalism & Mass Communication	100,000.00
Add: SGST @ 9 %	9,000.00
CGST @ 9 %	9,000.00
Total Amount (Rs.)	118,000.00

(Rs. One Lakh Eighteen Thousand Only)



For Subharti K.K.B. Charitable Trust



Autho. Signatory