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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered in to BY AND BETWEEN

Fintech Infosystems Pvt. Ltd., a company incorporated in India with CIN U72900HR2015PTC057066, having its offices at K2/14, DLF City 2, Gurgaon – 122001 and subsidiary of Trakinvest Pte Ltd. (Trakinvest) for the Indian territory ("Content Partner")

AND

Dayananda Sagar Academy of Technology and Management, an Educational Institution established in India at Udayapura, Kanakapura Road, Bangalore 560082 ("University or Institution")

WHEREAS Content Partner has developed a virtual trading Platform for equities that provides a best in class social trading experience, as further defined below (the "Platform") and various certificate programs in BFSI and IT sectors through a best in class learning management system for learners.

AND WHEREAS The Institution is an University established and situated in India;

AND WHEREAS both the parties are desirous of entering into a mutually beneficial relationship whereby Institution shall use the content platform developed by the Content Partner as a value addition to their curriculum for its students.

The Institution and Content Partner may be referred to as 'Party' individually and as 'Parties' collectively, as the context may require.

NOW THEREFORE, for and in consideration of the foregoing premises and the covenants hereinafter established, the Parties hereto agree as follows:

1. DEFINITIONS

"Branding" means digital and other versions of trademarks, logos, and visual designs owned or controlled by the Institution.

"Platform" means www.trakinvest.com owned and operated by Trakinvest or its group companies.

"Intellectual Property Rights" or "IPR" means any copyright, patents, trademarks, registered designs, trade secrets, and any other rights of the same or similar nature as the above mentioned rights and interests.

"Simulation" means a competition organized on the Trakinvest platform strictly as per the terms and conditions laid out by Trakinvest platform.

"Confidential Information" means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably to be treated as confidential or proprietary, whether or not the material is specifically marked as confidential. Confidential Information

Page 1 of 7

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also includes without limitation materials/information which would typically be treated by a prudent business person as confidential. Confidential Information may include without limitation information belonging to a third party such as customers or suppliers, or potential customers and also includes designs, devices, drawings, materials, specifications, techniques, models, data, documents, processes, procedures, algorithms, programs and software programs, program source documents.

However, Confidential Information shall not include:

- already in the public domain or comes in to the public domain due to no action or omission or fault of the receiving Party; or
- (ii) independently developed by a receiving Party prior to receipt from a disclosing Party; or
- (iii) was available to receiving Party on a non-confidential basis or from a source other than the receiving Party or obtained not in breach of any agreement with disclosing Party; or
- (iv) Where Confidential Information is required to be disclosed by a receiving Party in pursuant to a court order or by law, or in response to a request from a Governmental authority or quasi-judicial authority, provided that the disclosing Party uses reasonable efforts to give the other Party owning the Confidential Information sufficient notice of such required disclosure (if such notice is permitted) to allow the other Party reasonable opportunity to object to and to take protective action to prevent such disclosure,
- 2. Words and phrases in the singular shall import the plural and vice versa.
- 3. The appendices to this Agreement shall form an integral part of this Agreement. It is made clear that any Appendix signed by both the parties in future in furtherance of this Agreement shall also be considered as a part of this agreement and shall bind the parties under the terms and conditions of the Agreement.

2. TERMS OF UNDERSTANDING

- a. The parties agree that the Institution shall offer the Platform as developed by Trakinvest to its students as a value addition to their curriculum.
- b. The Content partner will provide free annual subscriptions for the said platform to all students and faculties as approved by the Dean/Principal/Director/Authorized Signatory or their representative as delegated.
- c. The parties agree that the Institution will promote the usage of the Platform among its enrolled students.
- d. The parties agree that the Institution may provide co-branded certificate of excellence, either in print or electronic form to performing students. Such certificates may be co-designed and the cost of the same would be borne by the Content Partner. The design, content and signatories to such certificates will be mutually agreed on by both the parties.
- e. It is further agreed between the parties that the Content Partner and the Institution will provide

Page 2 of 7

co-branded **certificates of participation**, either in print or electronic form to all students who have used the platform for a stipulated number of hours, mutually agreed to between the Content partner and the Institution. The design, content and signatories to such certificates will be mutually agreed on by both the parties.

- f. It is further agreed between the parties that the Content Partner and/or Trakinvest will be open to build various analytical reports as needed by the Faculty of the Institution to drive usage of the Platform.
- g. It is further agreed between the parties that the Institution will allow the Content Partner and/or Trakinvest to arrange knowledge workshops on subjects like Equity Valuation, Technical analysis, Blockchain and new technologies and other relevant subjects to enhance industry exposure for students of the Institution.
- h. It is further agreed between the parties that the university will provide a right to use physical space for about 1000 square feet to the Content Partner to establish a Physical Lab within the Institution's campus and allow Content Partner to run the lab in collaboration with the Institution. Institution will not charge any rent, utility charges and/or other charges for the space provided to Content Partner during the term of this agreement.
- i. It is further agreed between the parties that Content Partner will invest around INR 700,000 to build the interiors of the physical Investment lab and make it available to be used by all students in the campus authorized by the Institution. The Institution will allow the content partner to include the following in the design while building the physical Investment lab -
 - 1. Enough space to hold workshops/training programs with SmartTV and white boards
 - 2. Separate discussion area for smaller meetings
 - 3. High seating area for individual or two people discussions and brainstorming sessions
 - 4. One cabinet for storage
 - 5. The smart TV can be connected to any desktop/laptop or any other device for streaming content and presentations.
 - Enough space for branding of TrakInvest and other corporates who contribute through industry workshops, Angel funding for business ideas, etc.
 - 7. The physical investment Lab will be run by an employee of Content Partner along with the student community in the campus facilitated by the guidelines of both the Institution and Content Partner
 - 8. Membership fee for students to the physical Investment Lab may be INR 999 per annum. However the membership fee may be waived off as part of various promotional activities conducted by the Content Partner from time to time.
 - The content partner shall allow/permit the University to use its logo and trademark for promotional and marketing activities subject to prior approval from the content partner.
- j. It is further agreed between the parties that the Institution will offer Business Development Consultancy Services to the Content Partner by providing business leads and by way of marketing /organizing/selling certified Training Programs in GOTC, Blockchain Core and Technical Analysis through Faculty Development Programs, Management Development Programs, Executive Development Programs and Customized Training Programs for which content partner would pay 50% of the Revenue realized therefrom to the Institution after Tax

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3. PAYMENT TERMS

The annual subscriptions of the Platform for virtual trading purposes will be provided free of cost to all the students and faculty members as long as they are studying/working in the campus. Further, for the lectures and workshops as organized by the Content Partner from time to time in the College campus, no compensation/payment would be provided by the Institution. However the certificate programs and other trainings provided to students will be chargeable at a rate equal to or lower than the rate mentioned on the platform and mutually acceptable by both parties.

4. TENURE AND TERMINATION

- The Term of the Agreement shall be for 36 calendar months with start date as the date on which this agreement has been signed by both the parties.
- Both parties may terminate this Agreement at any time, with or without cause, by giving 30 days notice to each other.
- Fraudulent or other unacceptable behaviour as defined by the Content Partner and the Institution from time to time can result in termination of this agreement.
- 4. Upon expiration or termination of this Agreement:
 - (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative, learning content, and all Confidential Information);
 - (b) both the parties shall immediately cease displaying any Creative related to the other party on any Website or otherwise;
 - (c) all rights granted to Institution hereunder will immediately cease; and
 - (d) all rights granted to Content Partner here under will immediately cease.

COSTS, PROVISION OF APPROPRIATE MATERIALS

Each Party shall be responsible for its own Costs in connection with meeting its obligations under this Agreement including but not limited to marketing.

6. INTELLECTUAL PROPERTY RIGHTS

- The Institution recognizes the validity of the Trademarks and the ownership thereof lies with Content Partner and/or Trakinvest and undertakes not to contest their validity or their ownership/legal possession and the Institution shall not disclose, infringe/pass off or misuse the said marks during the tenure of this agreement and thereafter.
- The license to use such trademark shall be for a limited purpose of using the same for marketing/selling the subscription.
- 3. The Institution undertakes not to adopt or use any name, corporate name, trading name, title of establishment, or other commercial designation which includes any of The Trademarks, or any that/is confusingly similar to any of them, without the prior written consent of the First Party.

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Page 4 of 7

- 4. The Institution shall not at any time, sell, deal in, or otherwise be connected with any product under ay trademark or other designation which is an imitation or infringement of the Trademarks; and without in any limiting the generality of the foregoing, it is hereby expressly understood and stipulated that use of the words "Trakinvest/Hyrd" in any form or fashion, or any graphic or phonetic rendering of them, on any product other than that of the Company, would Constitute such imitation, unfair competition, passing off or infringement of the Trademarks. The above Covenant also applies to any enterprise in which the Institution or its principal shareholders may acquire a direct or indirect interest, be it as owner or through the exercise of the right of control and management.
- 5. The Institution hereby covenants that it shall not use the trademarks in any manner whatsoever which may jeopardize the significance, distinctiveness or validity of the trademarks and shall use the trademarks only in pursuance of its obligations under this Agreement.
- 6. Nothing Herein Contained shall at any time during the continuation thereof give or be deemed to give or shall be intended to give or confer upon the Institution any right, title, interest, claim or goodwill in or to the marks or the products which shall continue to vest solely and absolutely in favor of Content Partner.
- 7. The Institution shall not register any trademark which is usually and/or phonetically deceptively similar to the trademark to any class;
- The Content Partner shall not use the name, logo or any other representative image
 of the College for its promotional, advertising or marketing without the prior written
 approval of the College for every such use.
- The parties acknowledge and accept that they shall not acquire any rights, title or interest in either party's trademarks, patents, copyrights, ideas, methods and designs.

7. DATA

- Trakinvest or its group companies shall have sole and exclusive ownership and rights to access Customer Data entered into the Platform.
- The Content partner shall take necessary steps to ensure integrity of data and ensure no breach of data of students. Further, the data of students as enrolled on the platform shall not be sold/ distributed/transferred to third parties at all.

8. CONFIDENTIALITY

- Both the parties acknowledge that the Confidential Information has been supplied to each other in confidence, has considerable value and is of significant importance to both the parties
- The parties agree to use Confidential Information solely as necessary for performing its obligations hereunder.
- 3. The parties agree to keep the Confidential Information in complete confidence and, save as expressly permitted under this Agreement, not to disclose, use, copy in whole or impart or modify or adapt the Confidential Information in any way without each other's prior written consent which may be given or withheld in its absolute discretion. Institution agrees that it will not use any of the Confidential Information so as to procure any commercial advantage over Content Partner.
- 4. The parties shall not make any public announcement in relation to this Agreement or the

Page 5 of 7

contents of this Agreement without the prior consent of other party, which shall not be unreasonably withheld or delayed if such announcement is required by law or regulations.

9. MISCELLANEOUS

1. Force Majeure

The obligations set forth in this Agreement may be suspended during any force majeure event,

2. Liability

The parties shall have no liability with respect to other party or their obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if Institution or Content Partner have been advised of the possibility of such damages.

3. Notice

Each Party may give notice(s) required by this Agreement or by law by sending the same to the address of the parties stated in this Agreement.

4. Severability

Should any one or more provisions of this Agreement be held invalid, illegal or unenforceable, such part or provision shall be invalid or unenforceable only, without in any way affecting the validity of the remaining provisions of this Agreement.

5. Indemnification

The Content Partner and Institution agree to indemnify, defend and hold harmless any related entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) A breach of any representation, warranty, obligation or covenant under this Agreement; (b) gross negligence or wilful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee and related entities granted to any lead, prospective partner or other third party.

Independent Contractors

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

7. Dispute Resolution and Applicable Laws

This Agreement shall be governed, construed and enforced in accordance with the laws of India. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted under the

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Arbitration and Conciliation Act, 1996 as amended from time to time before a Sole Arbitrator appointed by both parties with mutual consent. The seat of Arbitration shall be New Delhi, India and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

8. Amendments

This Agreement may be amended or modified by mutual agreement evidenced as an amendment signed by authorized representatives of the Parties. The amendment or modifications so arrived at by mutual agreement shall form a binding part of this Agreement.

9. Entire Agreement

This Agreement sets out the entire agreement between the Parties and supersedes and replaces entirely any previous understanding or agreement on the subject matter herein. In case of any conflict or inconsistency between the provisions in the main body of Agreement and the Annexures, the main body of Agreement shall prevail, unless anything contrary is referred otherwise in the Annexures.

SIGNED AS AN Memorandum of Understanding between the Parties respective authorized representatives on the dates set forth below. This Agreement shall be effective on and from the last date of signature below.

On behalf of

Fintech Infosystems Pvt. Ltd.

Dated: June 1st, 2019

Name: Mr. Arjun Chakraborti

Title: President & CEO - India

Signature:

On behalf of

Dayananda Sagar Academyalore of Technology and Management

Dated:

Name: Dr. B. R. Lakshmikantha

Title: Principal

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(Affiliated to Visvesvaraya Technological University, Belagavi and Approved by AICTE, New Delhi)
Opp. Art of Living, Udayapura, Kanakapura Road, Bangalore- 560082

Innovation Lab Expenditure Details

SI No	Items	Actual (INR)	GST	Total
1	Contractor for Painting, Electric Work, Carpentry and Flooring	4,46,220	80,320	5,26,540
2	Urban Ladder	75,516	0	75,516
3	Pepperfry	17995	0	17995
4	Prism Lights	31780	6462	38242
5	TV	29218	8181	37399
6	Architect Charges	60000	0	60000
	Total	6,65,228	94963	7,55,692

Bill No 1: Contractor for Painting, Electric Work, Carpentry and Flooring

95T. No - 29 BC XPS:		T	ERI	C	P	
Specialist in : All kinds of Carper No 20, 1st Cross, N	ntry Works, Interior Di anjappa Layout, Ja	ecorato sragan	ahalli, Ba	nga	ilore.	
10. PARTY- 4ST. NO . 2. 022 Ms. STE SINTACH IN				eres.	18/05/21	<u></u>
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9) Floor compet	2-2, K 2-2,	220	200	Ċ/Q	110000	co
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Opp. Art of Living, Udayapura, Kanakapura Road, Bangalore- 560082

Bill No 2: Urban Ladder

Hi Arjun,

This is just a little note to confirm that we've received your order. We will let you know once everything is safely packed and out the door. Our Service Associates will get in touch with you before the delivery date to schedule a time that's convenient for you.

Payment Details

You have opted for Credit Card / Debit Card / Net Banking as your payment method. The transaction on your credit card or bank statement will appear as "IBIBO-Urbanladder.com".

The total order amount will be split across the number of installments you selected.

Order Details

ORDER ID: #R145579610 STATUS: Order Confirmed

Placed on: April 28, 2019 12:50:15 AM IST

0	Item	Delivery By Date	Qty	Price
	Rubik Sofa SKU: FNSF51RKCG30003 Custom Set - Sofas: 3-seater Colour: Charcoal Grey Sofa Size: Regular Sofa Material: Fabric Sofa Type: Regular	May 17, 2019	2	₹44,598
19	Gilmore Coffee Table SKU: FNTBCF15DW30117 Finish: Dark Walnut	May 6, 2019	2	₹26,798
	Murray Lounge Chair SKU: FNSTCH51TL30129 Colour: Teal	May 6, 2019	2	₹21,198
Deals of the Weel	k -40% - FNTBCF15DW30117		-₹1	0,719
Deals of the Weel	k -30% - FNSTCH51TL30129		-₹	6,359
Paid while orderin	ng		₹7	5,516
To be paid on del	ivery			₹0
TOTAL AMO	UNT		₹7	5,516

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Bill No 3: Pepperfry

RETAIL INVOICE

Plaza Enterprises

401/H, Krishna Vasant Sagar, Thakur Village, Kandivali East, Mumbal, Maharashtra -

400101

GSTIN: 27AGQPS102181ZO Invoice No: PLBMH39203000415

Order No: 305326752-FM1595498-P-WH24239

Invoice Date: 5th May, 2019

BILLING ADDRESS

Fintech Infosystems Pvt Ltd

pepperfru

Buyer's GSTN: 29AACCF6776D12E Building 3274/A, 2nd Floor, 11th Main Road, HAL 2nd Stage, Indiranagar, Bengaluru, Karnataka, 560038 Contact: 9717176392

SHIPPING ADDRESS

Mr Mohan M

Dayananda Sagar Atademy of Technology and Management, M Block, 301, Opposite to Art of Living International Centre, Kanakpura Road, Udaypura, Bengaluru, Kamataka, \$60082 Contact: 9845924981

ITEM ID	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
FM159540B-P-WH24239	Ragian Black Colour Chair by Bohemiana	6	₹ 3,177.12	₹ 19,062.71
305326752_1595408 HSN: 94032090 State Code: KA		Discount Taxable IGST at : Total (In	Value	₹ 3,812.71 ₹ 15,250.00 ₹ 2,745.00 ₹ 17,995.00
	PAYMENT RECEIPT			
Amount Paid (Inclusive o	of Taxes)			₹ 17,995.00
Amount Due On Belivery		0.0 7		

Have a question? Our 9x7 customer service is here to help you on 022 6157 6157 from 10:00 AM to 7:00 PM.

Digital Signature Of The Merchant's Authorized Representative

DISCLAIMER:

 This invoice is generated and issued on behalf of and under the instructions of the Merchant mentioned in this invoice. The goods
described in this invoice are sold to the Customer by the Merchant and not by Trendsutra Platform Services Private Limited Trendsutra
Platform Services Private Limited has merely facilitated the sale and purchase between the Merchant and the Customer and the Merchant is responsible and liable for all the warranties, quality, merchantability etc. of the goods mentioned herein. Transsutra Platform Services Private Limited is not an agent and shall not be deemed to be construed as an agent of Merchant.

2. The goods sold as part of this skipment are intended for end user consumption and not for re-sale.

3. Reverse charges are not applicable.

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Bill No 4: Prism Lights



FINTECH

0410-	07/05/19
Quater-	MU-815-A-19-20
antomer Mailed	

LNO	DESCRIPTION	MAGE	UNIT	QTT	DISCOUNTED PRICE	G\$7 12 %	637 18 %	TOTAL	REMARKS
1	8648-A Rody Colour-Black Eamp-827 Holder Fandant Light		Nos	6	2290		395	15576.00	READY
IA	GM E27 9W ked Lamp 4K RW	**************************************	Hos	E	180	21.6		1209.60	READY
2	PR-010-50 Body Colour-Allumshium Lamp-E27 Holder Fembars Light	<u>M</u>	Ngs		4003		720	18280.00	ź DAYS
2A	Blue Powdercoating For Above Fixture	6371	Hos	4	250		45	1180.00	2 WEEKS
28	GM E27 9W Led Lamp 4K MW	****	Nes	4	180	21.6		806.40	
3	TRANSPORATION CHARGES	****	Hos	1	500		90	590.00	SELECTION OF THE PARTY OF THE P
		TOTA	L					38242.00	

Farm & Conditions

Fayment -100% Advance Alongwith Purchase Order

2 years Warranty
Once confirmed order couldn't be cancelled or shanged
Delivery within 5-6 weeks
Prices Ex. Shows com Bangalone.
Cheque/DDJFD in the Favour of FRIAM LIGHTS
Loading Charges/Transport Charges state
651 Number - 29AALF PROSESLEP
PAIN Number - 29AALF PROSESLEP
PAIN Number - 29AALF PROSESLEP
AND A Number - 29AALF PROSESLEP
ACCOUNT Without Charges
Prism Lights,
Account Number : 840920110000161

Branch : 840920110000161

Branch : 840920110000161

Thanking You,

Yours faithfully, For PRUSM LIGHTS

Mahaveer Jain

PRISM LIGHTS

64, Richmond Road, Bengaluru - 560 025. India Tel: +91 80 2222 7806, 4123 7077, 2212 0887 Email: admin@prismlights.net www.prismlights.net

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(Affiliated to Visvesvaraya Technological University, Belagavi and Approved by AICTE, New Delhi) Opp. Art of Living, Udayapura, Kanakapura Road, Bangalore- 560082

Bill No 5: TV

SGST

Invoice No: SLA045040041421 Time Slamp: 2019-05-14 11:11:58 Created By: Ramesha B S Till No. Customer FINTECH INFOSYSTEMS PVT LTD Name: [02]BUILDING NO. 3274/A, 11TH MAIN ROAD HAL 2ND STAGE BESIDE ESI HOSPITAL Indranagar Item Code Item Description Tax Code Qly. Rate Amount. 217488 CROMA LED UHD8.0 6K/5K 1.0000 42499.00 37399.12 Smt 124cm 49in **CREL7346** HSN/BAC :8528,installation required : Y. Demo required : Y Delivery type: Home Delivery Delivery Date and Time: 2010-05-16 09:00:00 Total Amount .: 37399.12 Name Amount Type Card Payment ARJUN CHAKRABORTI / 421366*****6850 37399 12 Total Amount Paid: 37399.12 Tex Type Tax Clede Tax Rate CGST EK 14.00 37399.12 4090,53 ēK. 14.00 37399.12 4090,53

Total Tax Amount:

8181.06

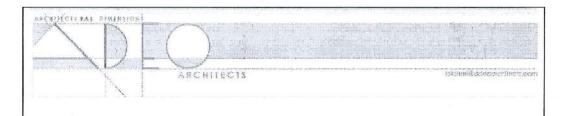
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Opp. Art of Living, Udayapura, Kanakapura Road, Bangalore- 560082

Bill No 6: Architect Charges



113-108-2018 Trakinvest Investment Lab 18th MAY 2019

Ye

Mr. Arjun Chakrabarti

Sub: SCOPE OF WORK AND SCALE OF CHARGES FOR investment lab at Dayanada Sagar Academy of Technology & Management, Udayapura, Kanakpura road, Bangalore – 560082, Karnataka.

We submit herewith our Terms and Conditions for our complete Interior consultancy services.

Part- 1 Scale of Charges

The minimum fee for all works shall be in accordance with the schedule below, which includes the fees for interior design, site coordination and vendor visits. The fee charged will be on a Lumpsum basis of INR 60,000/-

Design FEE – lumpsum basis	INR 60,000/-
TOTAL after deduction of TDS(10%)	INR 54,000/-

Please note that all out of packet expenses will charged directly to TrakInvest as per actuals.

Dr. B. * Lakshmiderich Principal / Directo

Opp As a Living, Bengaluru -

(Affiliated to Visvesvaraya Technological University, Belagavi and Approved by AICTE, New Delhi) Opp. Art of Living, Udayapura, Kanakapura Road, Bangalore- 560082

Part- 2 Architects Services

Our services would include the following:

- 2.1 Taking accurate measurements of the space
 2.2 Space planning and furniture layout
 2.3 Preparation of 3D views for all spaces

- 2.4 Preparation of electrical and ceiling layout
- 2.5 Preparation of working drawings [woodwork for carpentry]
- 2.6 Site Co-ordination
- 2.7 Vendor visits for selection of ties, blinds, light fixtures and loose furniture.

Parl- 3 Schedule of Payments

3,1	Before commencement of works	40,000/~
3.2	Handover	14,000/-

We have received an amount of 40,000/-. Kindly make the balance payment of INR 14,000/- and send us the copy of this letter duly signed.

Thanking you.

Confirmed by

Lakshml Alige Nandy

Cakshin Nandy

Arjun Chakraborti

PAN - AFTPN5158E CA/2011/52958 Principal Architect ADEO ARCHITECTS.

> Dr. B. ' Laksnmina, ving Pill "Kall Diracin Dayar n 1a San adem it Trunlogy & Hanagement nyapura, Kamanupura Re. 9 nb/2