





## MASTER SERVICE AGREEMENT

### First Party (Service Customer)

**Voters Party International**

House No.-385, Street-12/3

Wazirabad Village, North Delhi-110084

Email- [vpimedia.central@gmail.com](mailto:vpimedia.central@gmail.com),

### Second Party (service Provider)

**Sarvoday Techno Solutions Private Limited**

Reg. Office-House NO.- 656/6/552, Kanchan Nagar Klayanpur

Village/Town- Vikash Nagar,

Lucknow City, Lucknow, State Uttar Pradesh, Pin 226022

Mobile-7355412622,

ELmail: [jyosfreedom@gmail.com](mailto:jyosfreedom@gmail.com)

e.Stamp Certificate number  
IN-UP.1434820491825394296986U  
Rs.100/-.....is attached herewith

Effective Date: January 01, 2022

This Master Services Agreement ("Agreement") between 1<sup>st</sup> party as identified (above) and Sarvoday Techno Solutions Private Limited located at the above address, is effective as of the date specified above (the "Effective Date"). The parties agree as follows:

### Introduction

It is the policy of the Government of India to promote a cashless economy to minimize corruption. Voters Party International, the first party of this contract, is trying to cooperate the government to create the cashless economy. Many people of our country who like ideas of first-party are illiterate, don't know English or don't have Android mobile sets. As a result, they are not able to subscribe to the first party online and they are not able to make donations to first party online.

### Services of Second Party

1. The second party of this contract will provide training, will produce work force and will issue certificates and license to trained/eligible persons to facilitate, help, train, motivate and assist those who want to subscribe to the first party online and make online donations to the first party.
2. Trained personnel (hereinafter will be called certified/licensed helpers or facilitators or Motivators or employees or functionaries) of second party will go from village to village, ward to ward, street and house to house to introduce people to the benefits of cashless economy, and encourage online transfer instead of cash transfer for donations.
3. certified/licensed facilitators of second party will provide online membership to persons interested in joining the first party. Helpers or facilitators of second party will also help those desirous of giving grants/donations to the first party. If the person desirous of making the donation to first party does not have an Android mobile set and/or does not have any net banking facility, the trained personnel of second party will transfer on line to the account of



Jyoti Singh



the first party from his/her own account and in lieu of the transfer he/she will receive cash from the desirous person willing to donate to first party.

4. The first party will duly keep records of the amounts and transactions that the employees/trained helpers of the second party will help to transfer amount online to the account of the first party. The first party will share the records with the second party. The second party will submit its service fee/ invoice per week or per month to the first party in lieu of the services provided to the first party. The second party will pay the service fee for that invoice within 1 week.

5. The certified/licensed employees on the Second Party must refer the identification code of the second party in order to the money transfer to the account of first party to identify that which transfer has been made by the employees of the Second Party. If money has been transferred online to the first party's account but there is no mention of the Second Party in that transfer process, the Second party will not have the right to get any service fee in lieu of the amount so transferred.

6. To attract English medium comparatively more competent and gentle youths, the First Party will be guided by the policy to provide such service charges to Second Party so that the facilitators of the Second Party may be able to maintain at least Mini car to perform their duties. The service charges to meet this purpose may be based on the percentage of their donated amount or will be based on fix charges per transaction.

6. The service fee charged by the second party should, under any circumstances, be less than 50% of the amount transferred to the account of the first party. If the second party demands a service fee of more than 50% of the amount transferred to the account of the first party, the first party will not be responsible for paying it.

7. If another charitable organization or business company proposes the first party to provide services of on line money transfer fee of cost or on less than 50% charges and the proposal is approved by the first party after examination, the first party may stop taking the services of the second party on a notice of 1 month, or, the first party can send a proposal to the second party to reduce the service charges. It will be possible for the first party to continue to take the services of the second party only if the second party accepts the proposal sent by the first party.

8. The service fee charged by the second party for services given to the first party will be reviewed in the month of March and September every year. Based on the policy on service fee unanimously revised by both sides, the second party will seek service fee from the first party for the next 6 months.

9. The first party will provide the facilities required for online services to the second party such as domains and software. All those instruments will have the right of the first party. In case of termination of contract, the second party will have to give up the said facilities.

10. In case of violation of contract conditions, the first party may discontinue the software services offered to the first party by giving notice.



Jyoti Singh

11. The first party shall have the right to look into the KYC and work done by the employees of the second party appointed for the services provided for the first party.

12. No transaction will be made by both sides in any account other than the details of account number of both the parties marked in the contract.

13. **COMMENCEMENT/ EFFECTIVE DATE :** SECOND PARTY has agreed to provide the services of online facilitation through it trained, certified and licensed personnel to the 1<sup>st</sup> party Party as per the specifications and requirements of the 1<sup>st</sup> Party which is detailed given in the annexure attached herewith this agreement.

14. **Fees & Payment:** 1<sup>st</sup> Party agrees to pay all fees specified as per the instant contract. All payments shall be made in Indian Rupees and will be due on 1st Party 's receipt of the applicable invoice. 1st Party may bill in advance for any recurring service as would be agreed upon mutually. Second Party shall be responsible for all taxes, withholdings, duties and levies arising from the services (excluding taxes based on the net income of SECOND PARTY ). SECOND PARTY shall have the right to suspend service if 1<sup>st</sup> Party has failed to pay any invoice within seven (07) days of receipt. However, all such invoices will be based upon mutually agreed fees/charges the approval of which shall be obtained from the Second Party prior to undertaking any work to avoid any surprises or unnecessary disputes.

**15. Terms of Agreement:**

(a) Unless terminated earlier in accordance with (b) below, the initial term of this Agreement shall commence on the Effective Date and Terminate on the date of mutual consent of both parties.

(b) Either party may terminate this Agreement (including any and all Schedules) at any time if the other party: (i) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach or (ii) ceases operation without a successor. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

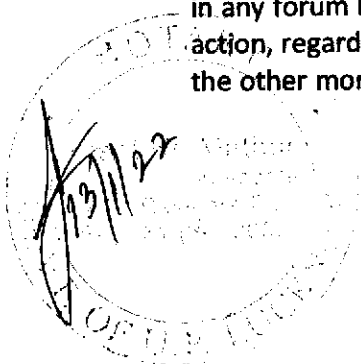
16. Any templates, schematics, processes or technical documentation provided by FIRST PARTY shall be deemed Confidential Information and proprietary information of FIRST PARTY without any marking or further designation. Second Party may use such information solely for its own internal business purposes.

17. **Assignment:** This Agreement may not be assigned by either parties without the prior written consent of each other (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of FIRST PARTY 's assets or the assets of the Second Party as the case may be. Any purported assignment in violation of this section shall be void.

18. **Disputes; Governing Law; Arbitration:** Indian Constitution law will govern and enforce this Agreement. Any litigation or arbitration between First and SECOND PARTY will take place in Delhi only. First Party and SECOND PARTY waive any objection to personal jurisdiction or venue in any forum located in those jurisdictions. Except for a claim of payments of amounts due, no action, regardless of form, arising out of this Agreement may be brought by either party against the other more than one year after the cause of action has arisen. At the option of either First



Jyoti Singh





- Party or Second PARTY , any dispute arising from or with respect to this Agreement will be decided by arbitration as per laws applicable in India in accordance with its Commercial rules.
19. **Complete Understanding; Modification:** This Agreement, including any and all Attachments and Schedules attached hereto, constitutes the full and complete understanding and agreement between First Party and SECOND PARTY and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both First Party and SECOND PARTY .
  20. **Waiver and Severability:** Waiver or failure by either party to exercise in any respect any right provided for in the Agreement will not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect.
  21. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as Lock down, strikes, blockade, war, terrorism, riots, natural disasters, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
  22. **Notices and Reports:** Any notice or report hereunder shall be in writing to the notice address set forth below and shall be deemed given: (i) upon receipt if by personal delivery; or (ii) upon receipt if sent by certified or registered Indian mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service; or (iv) if sent via email mentioned in this agreement or via whatsapp in the number provided hereunder.

ACCEPTED BY:

First Party

Voters Party International

Name: Shivakant Gorakhpuri

Secretary General

Signature: 

Address:

House No.-385, Street-12/3,

Wazirabad Village, North Delhi-

110084

Email- [vpimedia.central@gmail.com](mailto:vpimedia.central@gmail.com),

Date- 13-1-2022

ACCEPTED BY:

Second Party

Sarvoday Techno Solutions Private Limited

Name- Jyoti Singh

Director

Signature 

Reg. Office- House NO.- 656/6/552, Kanchan

Nagar Klayanpur

Village/Town- Vikash Nagar,


Lucknow City, Lucknow, State Uttar

Pradesh, Pin 226022


Mobile-7355412622

Please sign upon acceptance of this agreement. Thank you for your business!

**ATTESTED**

  
Ajeet Kumar Mathur  
Advocate Notary  
14-D, Ravindra Pali  
Faizabad Road, Lucknow

Page 4 of 4

  
13/01/22  
I identify the deponent/executor  
who has signed/put Tt before me