

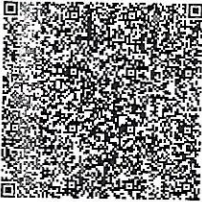
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL69715212258896R
Certificate Issued Date : 08-Apr-2019 01:37 PM
Account Reference : IMPACC (IV)/ dl981903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL98190344705318703533R
Purchased by : INDIAN YOGA ASSOCIATION
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INDIAN YOGA ASSOCIATION
Second Party : CHAUKHAMBHA BHARATI ACADEMY
Stamp Duty Paid By : INDIAN YOGA ASSOCIATION
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



----- Please write or type below this line -----

Kamlesh
Secretary General
Indian Yoga Association
Regn. No. S/63761/2008
Camp at MIDWAY

68, Ashoka Park, New Delhi, India

Asupl
CHAUKHAMBHA BHARATI ACADEMY
K.37/109, Gopal Mandir Lane
Varanasi-221001 (U.P.)
Ph: 0542-2330345, 2330349

AGREEMENT

THIS AGREEMENT is made and executed by Indian Yoga Association and Chaukhambha Bharati Academy at Delhi on this 8th day of month of April 2019.

BETWEEN

INDIAN YOGA ASSOCIATION is a registered society, Registered Under the Society Registration Act of 1860 bearing Registration No: SI/63761/2008, Dated on 31st October, 2008 with its office at 2nd Floor, Plot No-38, Pocket B-3, Sector-17, Dwaraka, Delhi 110078, Being represented through its authorized signatory **SMT. KAMLESH BARWAL**, Secretary General, IYA, Delhi, (Hereinafter for the sake of brevity referred to as "IYA", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)) Party of the First part


AND

CHAUKHAMBHA BHARATI ACADEMY, a registered firm under Indian Partnership Act, 1932, having PAN number AADFC7253N through its authorized signatory, **MR. ASHOK KUMAR GUPTA**, Partner, Chaukhambha Bharati Academy, Varanasi, having its address at: K-37/109, Gopal Mandir Lane, Varanasi-221001, (Hereinafter for the sake of brevity referred to as "CBA", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its partner (s), Administrator (s) or Permitted Assignee (s)) Party of the Second part

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:

1. It is hereby agreed that, CBA will publish and distribute books for IYA. Any dispute regarding the copyright of books with author will be responsibility of the IYA and CBA will not be responsible for the same.
2. **SCOPE OF ENGAGEMENT** - IYA agrees to provide content in the form of text books, manuals, books, manuscripts, etc. needed for the development of printed books. IYA also agrees to provide editorial expertise, where needed for.
3. CBA agrees to the following tasks required, but not limited to, for the publication of books as per this agreement:
 - DTP
 - Proof Reading
 - Editing
 - Paper
 - Printing (Non-Color)
 - Binding


Secretary General
Indian Yoga Association


CHAUKHAMBHA BHARATI ACADEMY
K.37/109, Gopal Mandir Lane
Varanasi-221001 (U.P.)

- Cover (Colored & Laminated)
- Labor Charges
- Packing Charges
- Transportation

IYA agrees that, editing is the work of author and for that, editorial expenses will be provided by IYA but IYA also authorizes CBA to engage experts in editing and get the work of editing done.

4. **PAYMENT TERMS** - Both IYA and CBA will arrive at a cost specifically for each completed book broadly based on the following factors:

- Cost per page – as per the costs calculated based on the Scope of Engagement
- Cost per book – at the rate of number of pages into Cost per page
- IYA Royalty (Ten percentage (10%) of cost of book) i.e. on production cost

The Selling Price of book will be calculated at three times the total cost per book; however, the exact cost for each book will be calculated by IYA and CBA after consideration of all factors. The Selling Price will include the discounts to students and distributors. Payments will be made to IYA by CBA on six monthly basis (period being April to September and October to March of respective financial years) from accumulated sales receipts.

5. **REPRESENTATION AND WARRANTIES:** CBA hereby represents that they have the expertise, knowledge and experience needed to provide the goods or services outlined in this agreement. CBA agrees to uphold all laws and legal requirements.

6. **INDEPENDENT CONTRACTOR:** CBA shall be considered an independent contractor. This agreement does not establish an employer/employee relationship between the IYA and CBA, and no such agreement shall be established at any time.

7. **JURISDICTION:** This agreement shall be under the jurisdiction of the laws of Delhi, India; Therefore, any and all legal proceedings shall be conducted in State of Delhi, India.

8. **TERMINATION:** Either party may terminate this agreement by providing written notice to the opposite party within THREE MONTHS of the termination requested date. Upon this agreement's termination, all unpaid payments up to the point of termination will be due to IYA within SIX MONTHS.

9. **ENTIRE UNDERSTANDING:** This agreement and any attachments shall be considered the entire agreement and shall constitute the termination of any prior agreements including any written or verbal agreements.

10. **NOTICES:** Any and all notification with regard to this agreement shall be conducted in written form and delivered either in person or via certified mail or via certified e-mail.

11. **SIGNATURE:** By signing below, CBA acknowledges their understanding of the terms of doing business with IYA, and agrees to abide by these terms at all times.


Secretary General


CHAUKHAMBHA BHARATI ACADEMY

12. This agreement has been made on Stamp Rs 100/- and Rs 100/-, typed at the same process.

Both are original and shall be kept one copy by each party.

SIGNED, SEALED AND DELIVERED BY:

| | |
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| <p>For and on behalf of the IYA:</p> <p><i>[Signature]</i></p> <p>Secretary General Indian Yoga Association Regn. No. S/63761/2008 Camp at MDNIY 68, Ashoka Road, New Delhi, 110001 Smt. Kamlesh Barwal,</p> <p>Secretary General, IYA</p> <p>Dated:</p> <p>Place: Delhi</p> | <p>For and on behalf of Chaukhambha</p> <p>Bharati Academy: <i>[Signature]</i></p> <p>CHAUKHAMBHA BHARATI ACADEMY K.37/109, Gopal Mandir Lane Varanasi-221001 (U.P.) Sri Ashok Kumar Gupta, Partner, Ph. 0542-2330345, 2330349</p> <p>Chaukhambha Bharati Academy</p> <p>Dated:</p> <p>Place: Varanasi</p> |
|--|---|