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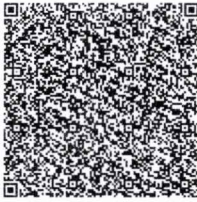
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK71502388305858X
Certificate Issued Date : 30-Jan-2025 01:39 PM
Account Reference : NONACC (SV)/ uk1271704/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK127170450187798716674X
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : DAIKO FROM HERE ON COMMUNICATIONS PVT LTD
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



रीनु धीमान
स्टाम्प विक्रेता (ला0नं0-143)
डोईवाला, देहरादून

Please write or type below this line

SRHV Copy



Statutory Aiert:

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

RETAINER AGREEMENT

THIS RETAINER AGREEMENT is made on this 31st day of January 2025, at Dehradun by and between:

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act and incorporate under Uttarakhand Private University Act (Act no. 2 of 2024) having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun, Uttarakhand 248016, represented by its Registrar, Commander Challa Venkateswar (Retd.) (Hereinafter referred to as "**Client**" which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns)

AND

Daiko From Here On Communications Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered Office at No. 352, Ch. BhanuPratapKhari Estate, Sultanpur, M.G. Road, New Delhi-110 030 represented herein by its C.E.O. Mr. Rajesh Aggarwal, (hereinafter referred to as "**Agency**" which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns)

Each of the parties hereto is referred to individually as "Party" and collectively as "Parties".

This Retainer Agreement ("Agreement") shall be effective from **1st February 2025** ("Effective Date").

WHEREAS the Client **Swami Rama Himalayan University (SRHU)**, a NAAC "A+" accredited top private university in Dehradun, endeavors to transform lives through a holistic approach to education, integrated healthcare services, and impactful rural development and social outreach programs.

With a rich legacy of Himalayan Hospital and Himalayan Institute of Medical Sciences—the first and largest NABH-accredited private teaching hospital and medical college of Uttarakhand—SRHU has been providing a platform for a decade to nurture youth into efficient, ethical, and committed professionals.

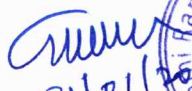
SRHU is the only university in Dehradun, Uttarakhand, with a dedicated multispecialty Himalayan Hospital, Cancer Research Institute, Ayurveda Center, and Rural Development Institute, in addition to eight schools and colleges under one roof.

Students benefit from diverse academic opportunities, including interdisciplinary and multidisciplinary programs and research, along with ample avenues for extracurricular and co-curricular activities essential for holistic development and becoming well-rounded individuals.

WHEREAS the Agency is in the business of providing strategic communication solutions including developing of creative concepts for both above the line (includes Digital, **Outdoor**, **Television**, **Print**, **Digital**, **Radio** and all other mediums as per business requirement) and below the line (includes **POS material poster**, **Dangler**, **Standee**) and execution of the same.

WHEREAS the Client agrees to engage on non-exclusive basis the "**Agency**" under the terms set forth herein.

In consideration of the mutual understanding and covenants, the Parties hereto agree as follows:


31/01/2025



31/01/25
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Part 1: Scope of Services (including but not limited to)

The Agency will handle the strategy roadmap for marketing, communication, brand-building & advertising including creation and preparation of advertising and publicity material for the brands as outlined below:

1. Make recommendations on the creation, look and feel, character of marketing/communication for the brands after suitable study and analysis.
2. Strategies and execute creative ideas best suited for addressing specific business challenges, as per an appropriate marketing & communication roadmap as submitted by Agency & annexed & as may be updated from time to time through mutual discussion between the Parties.
3. Creative – Services would include concept, production, cop and resizing. All ads to be produced in line with the brand guidelines. Any execution that needs to go beyond the brand guidelines shall need to be approved in writing with Client.
4. Campaign Management – implement and manage the promotional campaign, make suitable course corrections keeping the objectives in mind. Daily review of the campaign to apply any necessary optimization.
5. Agency shall perform the work specified under this Agreement including any other as may be communicated from time to time diligently and in the best professional manner without any delay.
6. All Third-Party costs like printing, photography, purchase of images, development of 3D images, production of radio spots, television commercials, website development, digital films, flash banners etc will be payable over and above the retainer fee subject to pre-approved cost estimates expressed in writing by Agency and approved by Client. Such Third-Party Costs shall be the actual cost of the vendor plus 8 % agency commission and applicable taxes.
7. Agency shall ensure that any Material, Content, Images by whatever name called used for providing the services under this Agreement, shall not infringe any Intellectual Property Rights of any third party.
8. Digital campaigns: Agency shall manage digital campaigns as per the requirement of the client. The Client shall pay the approved budgeted cost for digital campaigns 100% in advance to the Agency as the Agency has to pay upfront to Google and Facebook etc. for all the digital campaigns. However, Agency would raise 8% agency commission invoice on digital campaign spends along with all the relevant supporting, the payment for the same shall be made within 15 days from the invoice date.

In addition to the foregoing, the scope of work shall include, but not limited to, design, branding, communication development, and other related activities for all the below mentioned events-activities, as may be mutually agreed upon by the parties :

- Overall brand strategy, identity and architecture
- Go-to-Market


31/01/2025



31/01/25


- Admission 25-26
- Himalayan Hospital
- New Hospital
- Ayurveda Centre
- Sadhana Mandir
- HCIE
- Placement Activities and Events
- HR Activities and Events
- Alumni Activities and Meet
- SRHU Hill Campus, Toli
- Uttarakhand Innovation Day
- Mahasamadhi Diwas
- Convocation
- Himoutsav
- Orientation and Induction
- Fresher and Farewell Party
- Seminar
- Workshops
- Conferences
- Symposium
- Guest Lecturers
- SRHU Special Days and Events
 - Mahashivratri
 - World Cancer Day
 - International Day of Women and Girls in Science
 - National Science Day
 - International Women Day
 - World Water Day
 - Tuberculosis Day
 - Holi
 - Baisakhi
 - Ramanavami
 - Diwali Mela
 - National Technology Day
 - International Nurses Day
 - World Health Day
 - World Environment Day
 - International Yoga Day
 - National Doctor's Day
 - World Youth Skill Day
 - Harela
 - Ambedkar Jayanti
 - Independence Day
 - Good Friday
 - International Mother Earth Day
 - National Startup Day
 - Teacher's Day



- Hindi Diwas
- Engineer's Day
- Vishwakarma Day
- World Pharmacist Day
- Raksha Bandhan
- Janmashtami
- Gandhi Jayanti
- Dusheersa
- Dhanvantari
- Diwali
- Cancer Awareness Day
- World Science Day for Peace and Development
- World AIDS Day
- International Day of Disabled Persons
- National Youth Day
- Bhai Dooj
- Igaas Bagwal
- Gurpurab
- Christmas
- New Year
- Lohri
- Makar Sankranti
- Republic Day

Part 2: Payment

(a) Fees & Expenses

Any activities that the Agency is asked to undertake or recommends (above and beyond the agreed scope of activity) will be budgeted separately and will require prior written agreement and sign-off (in the form of a Project Proposal in the format as may be mutually agreed) from Client.

(b) Invoices, Terms & Payment

A monthly Fixed Retainer Fees of Rs.8,90,000 (Rupees Eight Lakh Ninty Thousand Only) shall be paid to the Agency every month exclusive of govt. taxes, based on the invoice raised by the Agency.

The invoice should be supported with all statutory compliance like service tax registration, PAN Number. The Invoice should reach Client by 5th day of every month. Based on the invoice raised by the Agency, the Client will pay applicable Government Taxes and the payment of fees shall be subject to deduction of tax at source as applicable under income tax laws. Invoices raised by the Agency as above shall be payable by the Client within 30 days from the date of receipt of invoice. In the event the Client wishes to obtain clarification on a particular invoice, the Client shall do so in writing within 15 days from the receipt of the said invoice. If no written query is received in the manner as above said, it will be construed that the said invoice is in order for payment to the Agency.

The Agency may perform or be asked to supervise such other services as the Client may request from time to time on mutually agreed terms, including but not limited to, printing jobs, language translations, direct mail advertising preparation, Print Production, TV Commercials, photography, Film Prints, market research and analysis, etc. Agency shall charge 8% agency supervision for such jobs.



If the Agency undertakes any travel on the Client's invitation to attend or address any of the Client's conferences or attend any special out station meetings called by the Client at their office/ sites outside the course of routine servicing, the expenses thereof shall be reimbursed to the Agency on actual basis based on the production of the supporting documents. However, the Agency shall obtain prior written approval from the Client before incurring such cost.

Part 3: Term and Termination

- (a) This Agreement shall be valid for a period of one year from the Effective Date.
- (b) Either party, for whatever reason, may terminate this Agreement after giving to the other party at least 30 days' prior written notice.
- (c) Upon termination of this Agreement, the Agency shall forthwith return to the Client any and all documentation/information given to the Agency for the purpose of fulfillment of the commitments to Client under the terms of this Agreement.

Part 4: Independent Contractors

Agency will provide its services to the Client solely as an independent contractor. Nothing under this Agreement shall be construed to create an employer-employee relationship between the Client and the Agent.

Part 5: Approval & Responsibility

Agency acknowledges its responsibility, during the term of its appointment/retainership, to exercise all reasonable efforts to provide quality professional services and products, as well as to supervise outside/third party suppliers and contractors in order to ensure accuracy and quality in all aspects of the services or items supplied to the Client. Agency shall be responsible for seeking written approvals from the Client's authorized employees for activities including without limitation to all planning, visuals, artworks, copy, scripts, media schedules, estimates, buying space etc. and shall not proceed further with any work until it receives Client's written approval for all documents/material.

Client will be asked to proof read and provide written approval of the final draft(s) of all material prepared on its behalf prior to posting. All content forwarded for posting by the Client will be considered approved by Client. Agency shall be responsible for any Material, Content, Images used for providing the services under this Agreement and shall indemnify the Client if the same infringe any Intellectual Property Rights of any third party.

Part 6: Security & Confidentiality

During the course of performing these services under the terms of this Agreement, Agency may receive proprietary information from the Client relating to its business, operations, equipment or products ("Confidential Information"). Agency shall retain all such information in confidence and shall not disclose it, except with the prior approval in writing by the Client. The obligation of the party with respect to the confidential shall survive termination/ expiration of this agreement.

It is understood that Confidential Information shall remain the sole property of the Client. The Agency further agrees to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information including, but not limited to, having each employee and sub-contractor of the Agency, if any, with access to Confidential Information, execute a non-disclosure agreement covering the



Confidential Information which contains provisions equivalent to as provided under this section, and notifying each such employee and sub-contractor of the requirements of this section.

Confidential information does not include information which the Agency can prove that it : 1) is known to the Agency at the time of disclosure to it by Client; 2) has become publicly known and made generally available through no wrongful act by the Agency; 3) has been rightfully received by the Agency from a third party without restriction who is authorized to make such disclosure either by the Client or by a statutory/regulatory authority; or, 4) was independently developed by the Agency, without reference to any Confidential Information.

All Intellectual Property Rights in any design/brief/document/work in progress designed conceptualized for the Client during the period of engagement/retainership would be deemed to be the sole proprietary data of the Client and would not be shared with any third party unless previously approved by the Client in writing. Further, any material developed during the course of this Agreement will be forthwith handed over to the Client at the closure of the term of this Agreement or on its termination, whichever is earlier.

Part 7: Indemnification

Each Party agree to indemnify and hold other Party harmless from and against all losses, claims, damages, expenses, or other liabilities that the other party may suffer as a result of 1) the indemnifying party's breach of any of its obligations under this Agreement; or, 2) any act, omission, fraud, negligence or default whatsoever of any of the indemnifying party's officers, employers, or agents.

Part 8: Representation

The Agency represents and warrants that:

- it has the authority, competency, capacity, skill, financial capabilities and the necessary infrastructure including but not limited to manpower to successfully perform its obligations under this Agreement and provide materials, information and deliverables hereunder;
- each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks;
- all services will be performed in a competent and professional manner at a level equivalent to international industry best standards and practices, by qualified personnel and will conform to Client's requirements;
- it shall perform the Services under this Agreement expeditiously and in accordance with all applicable service levels and timing requirements as agreed with the Client; and
- neither any deliverables, information, materials nor any performance of any services by the Agency under this Agreement shall infringe upon or violate the rights of any third party;

Part 9: Force Majeure

Force Majeure means the failure or delay of either Party hereto to perform any obligation under the Agreement solely by reason of Acts of God, acts of government, riots, wars, terrorist attack, embargoes, strikes, lock-outs, congestion or other causes beyond its control.

Force majeure shall not be deemed to be a breach of the Agreement, provided however, that the Party so prevented from complying herewith shall not have procured such force majeure, and shall have used reasonable diligence to avoid such force majeure and mitigate its effect and shall continue to take all actions within its power to comply as fully as possible with the terms of the Agreement.

The Party suffering such force majeure shall notify the other Party in writing within such time, as may be agreed to by both the Parties in writing, after the occurrence of such force majeure and shall, in every



instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable efforts/measures.

Where such force majeure event continues for more than seven days, the non-suffering Party shall be at liberty to terminate this Agreement by giving fifteen days written notice to the other Party (such notice shall specify that it is given under this Clause).

Part 10: Arbitration and Governing Law

Any dispute or disagreement arising between the Parties in connection with or arising out of this Agreement, which is not settled by the mutual discussions between the parties within thirty (30) days from the date of receipt of a notice in writing from the other party of the existence of a dispute or disagreement, can be referred by any party hereto for settlement by arbitration by the sole arbitrator to be appointed by the Client. The arbitration proceedings shall be held in Dehradun in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as in force for the time being on the date that such notice is given. The decision of the arbitrator shall be final and binding upon the parties and judgment may be obtained thereon by either party in a court of competent jurisdiction.

During the conduct of the arbitration proceedings, the parties shall bear the cost of the proceedings equally or in such manner as may be awarded by the arbitrator.

This Agreement (including its enforceability or its termination) shall be subject to the laws of India as in force from time to time and shall be subject to the exclusive jurisdiction of courts/tribunals at Dehradun.

Part 11: Exclusivity

This Agreement shall be on a non-exclusive basis. Both the Parties shall be entitled to enter into similar arrangements with any third party.

Part 12: Entire Agreements

This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes any previous Agreement or understanding or promise between the Parties, written or oral, relating to the subject matter of this Agreement.

Part 13: Correspondence/Notices

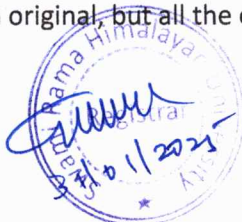
All correspondence and notices under this Agreement shall be given in writing at the above-mentioned addresses unless specified otherwise. In case of a change in address, the concerned Party shall forthwith notify the other Party, in writing, about such change.

Part 14: Amendments

This Agreement shall not be varied, amended or modified by any of the Parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed & agreed to in writing and duly executed by both the Parties.

Part 15: Counterparts

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.



IN WITNESS THEREOF the parties hereto have entered into this Agreement the day, month and year herein above written:

For Swami Rama Himalayan University (SRHU)

For Daiko From Here On Communications Pvt. Ltd


31/01/2025

Commander Challa Venkateswar (Retd.)
Registrar


31/1/25

Rajesh Aggarwal
CEO, Daiko FHO

Witnesses: 
Name: SUNIL WIDGE
Title: HEAD MEDIA & PUBLICITY
Date: 31.01.2025

Witnesses: 
Name: SABYASACHI SEN
Title: CCO & COMPLAINT
Date: 31-01-2025

BR-5/2024-2025

CERTIFIED TRUE COPY OF THE EXTRACTS OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTOR OF M/S DAIKO FROM HERE ON COMMUNICATIONS PRIVATE LIMITED HELD ON TUESDAY, 21ST MAY, 2024 AT 11:30 A.M. HELD AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 352, CH. BHANU PRATAP KHARI ESTATE SULTANPUR, NEW DELHI-110030.

AUTHORIZATION TO ONE OF THE DIRECTORS, MR. RAJESH AGGARWAL, FOR SIGNING OF ALL CLIENT AGREEMENTS

The Board was informed that various documents, agreements, papers etc are required to be signed, stamped etc on behalf of the Company for executing the different kinds of agreements, documents, papers etc with the Clients and other departments for which the Company's officials are required to be authorized. The board took the note and passed the following resolution:

“RESOLVED THAT Mr. Rajesh Aggarwal, Director of the company be and is hereby authorized to sign and submit all the necessary papers, letters, forms, agreements, documents, deeds etc on behalf of the company, in connection with the company and to all such acts, things and deed necessary for aforesaid purpose. The acts done and documents shall be binding on the company.”

**FOR AND ON BEHALF OF
DAIKO FROM HERE ON COMMUNICATIONS PRIVATE LIMITED**

For DAIKO From Here On Communications Pvt. Ltd.

Director

**SABYASACHI SEN ALIAS GULLU
(DIRECTOR)**

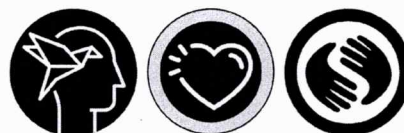
DIN NO: 02367877

R/O: W-159, 3RD GREATER KAILASH-2

SOUTH DELHI-110048

Date: 21.05.2024

Place: Delhi




आधार
भारत सरकार
Unique Identification Authority of India

पता: S/O: सुरिंदर कुमार अग्रवाल
 मकान नं.-सी-130, सुशान्त लोक, फेस-1
 गुडगांव, गुडगांव, गुडगांव, हरियाणा
 122001

Address: S/O: Surinder
 Kumar Aggarwal, House No.-
 C-130, Sushant Lok,
 Phase-1, Gurgaon, Gurgaon,
 Haryana, 122001

2212 7276 0880

1947
 1800 300 1947


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आधार - आम आदमी का अधिकार


भारत सरकार
Government of India

राजेश अग्रवाल
 Rajesh Aggarwal



जन्म तिथि / DOB: 18/10/1963
 पुरुष / Male

2212 7276 0880



आधार - आम आदमी का अधिकार

Rajesh Aggarwal ...





सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U74300DL2011PTC216630

I hereby certify that the name of the company has been changed from FROM HERE ON COMMUNICATIONS PRIVATE LIMITED to DAIKO FROM HERE ON COMMUNICATIONS PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name FROM HERE ON COMMUNICATIONS PRIVATE LIMITED.

Given under my hand at New Delhi this Twelfth day of July two thousand eighteen.

DS Ministry of
Corporate Affairs
(Govt of India) 23

Digitaly signed by DS Ministry of Corporate Affairs
Date of Issue: 23
Name: Ministry of Corporate Affairs, Govt of India
Email: mca@nic.gov.in
Certificate ID: 23
Certificate Type: DS
Certificate Version: 1.0
Certificate Serial Number: 23
Certificate Issued On: 23/07/2018 12:26:51 +0530

SANJAY BOSE

Registrar of Companies
RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

DAIKO FROM HERE ON COMMUNICATIONS PRIVATE LIMITED

352, CH. BHANU PRATAP KHARI ESTATE, SULTANPUR, NEW DELHI-110030, NEW DELHI,
New Delhi, Delhi, India, 110030



Regd. Asst.
31/1/25

From Here On Communications Pvt. Ltd.
New Delhi

