



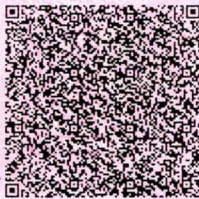
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ66072464895691X
Certificate Issued Date : 28-Feb-2025 02:20 PM
Account Reference : IMPACC (AC)/ gj13014311/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1301431143250620701062X
Purchased by : GREENPEDIA BIKE SHARE PRIVATE LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : SERVICE MANAGEMENT AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : GREENPEDIA BIKE SHARE PRIVATE LIMITED
Second Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Paid By : GREENPEDIA BIKE SHARE PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



[Signature]



PF 0000365682

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclrestamp.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.

Agreement

This Agreement is entered into 1st day of February in the year 2025,

By and between,

GREENPEDIA BIKE SHARE PRIVATE LIMITED (hereinafter referred to as "PARTY A") the party of the FIRST part having its registered office at 501/B Parshwa Tower, Behind Pakwan Restaurant, SG Highway, Bodakdev, Ahmedabad, Gujarat - 380054, through its Director, Mr. Arjit Soni.

And

Swami Rama Himalayan University, (hereinafter referred to as "PARTY B") is a University established under section 2(f) of the UGC Act & enacted vide Uttarakhand State Act, having its office at Swami Ram Nagar, Jolly Grant, Dehradun, Pin-248140, Uttarakhand, through its Registrar Commander Challa Venkateswar (Retd.).

1. Objective

WHEREAS THE PARTY A is engaged in the business of BICYCLE SELLING, RENTING and SHARING SYSTEM through its mobile application.

WHEREAS the PARTY B is a university which provides education, training and enable research area of medical science, nursing, science, engineering & technology, allied health sciences and other areas of higher education.

WHEREAS the PARTY B has approached PARTY A to sell 50 refurbished bicycle and to develop a bicycle sharing system for **Swami Rama Himalayan University** i.e. PARTY B.

AND WHEREAS PARTY A has agreed to sell 50 refurbished bicycle with bicycle sharing system to PARTY B and Both the parties on equality and mutual benefit to develop an environment-friendly bicycle sharing system on the terms and conditions mutually agreed upon as follows:

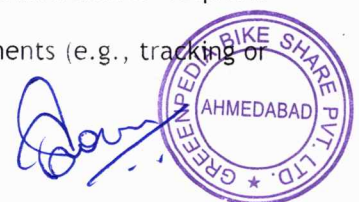
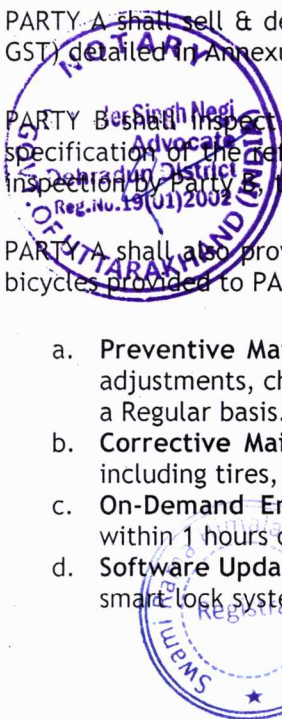
2. Scope of Services

PARTY A shall sell & deliver 50 refurbished bicycle to PARTY B at the cost of (Rs.735000/- + GST) detailed in Annexure 1 of this Agreement.

PARTY B shall inspect the bicycle within 30 days of delivery to ensure that the condition specification of the refurbished bicycle is upto the satisfaction of Party B. Upon satisfactory inspection by Party B, the cost of the Cycles shall be adjusted as agreed upon in Annexure 1.

PARTY A shall also provide complete maintenance and repair services for the 50 refurbished bicycles provided to PARTY B. These services shall include:

- a. **Preventive Maintenance:** Routine inspections, cleaning, tire pressure checks, brake adjustments, chain lubrication, and general upkeep of the bicycles, to be conducted on a Regular basis.
- b. **Corrective Maintenance:** Repairs and replacement of defective or worn-out parts, including tires, brakes, chains, and other components as needed.
- c. **On-Demand Emergency Repairs:** Responding to emergency maintenance requests within 1 hours of notification from PARTY B.
- d. **Software Updates:** If applicable, updates for any digital components (e.g., tracking or smart lock systems) installed on the bicycles.



3. DURATION

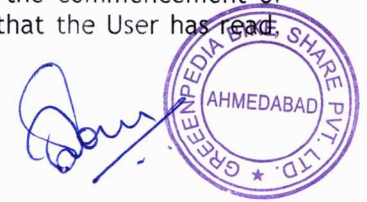
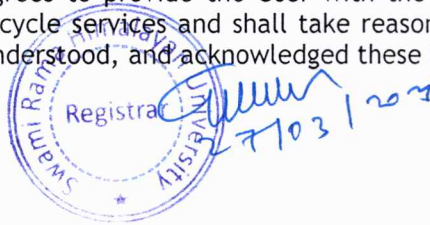
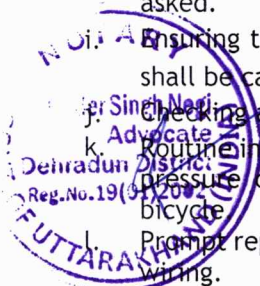
- a. The agreement shall be deemed to be came into effect from 1st-February-2025 to 31st -January-2028 and shall remain valid for a period of 3 years.
- b. On completion of the said term, the period of the contract may be extended for a suitable period by mutual consent of both parties.

4. LOCATION

Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun, Pin-248140, Uttarakhand

5. RESPONSIBILITIES AND DUTIES OF PARTY A

- a. Party A shall maintain the cycle at the Rate - (850/- per month + GST)
- b. Party A shall maintain **50 Refurbished Smart Pedal Bikes** at **Swami Rama Himalayan University**, which will be available for use to the Students, Visitors, and Staff at the University Campus. Based on the requirement, number of bicycle may be increased as per the existing rates established.
- c. Party A shall be responsible for running & managing the bicycle-sharing system using its proprietary software and technologies.
- d. While the system will be accessible 24*7, customer care & back-office support will be available 7 days a week, 6 AM to 11 PM except for public holidays notified by Party A from time to time.
- e. Party A shall provide all necessary tools, parts, and equipment for the maintenance and repair of the bicycles within a maximum time limit of 24/48 hours.
- f. Party A shall Repair and replace the defective parts such as brakes, tires, electrical components, battery, chains, etc., as and when required due to wear and tear, accidents, or malfunction at no extra cost to the User.
- g. The safety and security of the bicycles from any loss, including but not limited to damage, or vandalism, shall solely be the responsibility of Party A.
- h. Party A shall maintain a record of all maintenance and repair work conducted on each bicycle and share the records with Party B on a monthly basis or whenever asked.
- i. Ensuring that all necessary software updates are installed in a timely manner and shall be carried by the Party A on its own and at no extra cost to the User.
- j. Checking and replacing unit batteries when needed.
- k. Routine inspections and tune-ups of bicycle, including battery health checks, tire pressure checks, brake adjustments, chain lubrication, and general cleaning of bicycle.
- l. Prompt repair of any damaged parts, both mechanical and electronic and associated wiring.
- m. Ensure that all bikes are safe and operational for Users.
- n. Provide emergency repair services as and when required.
- o. Party A shall deploy his representative/employee at the bike station to conduct preliminary checks and repairs on the bicycles before renting them out. The salary and accommodation and all other perks to his representative/employee shall be provided by Party A, and the employee shall be required to wear an identity card.
- p. Party A shall ensure that the User shall be made aware about the terms & condition set out in Annexure - 2 and shall give his consent before using the bicycle. Party A agrees to provide the User with the Terms of Use prior to the commencement of bicycle services and shall take reasonable steps to confirm that the User has read, understood, and acknowledged these terms & conditions.



6. RESPONSIBILITIES AND DUTIES OF PARTY B

- a. Party B shall provide need-based space at their premises in such a location as they deem fit for setting up a bike service station to Repair and maintain the bicycles.
- b. For the replacement of bicycles and for the purpose of redistributing cycles from stations where there is a surplus, to stations where there is a deficit of cycles, Party B will deploy a redistribution vehicle + driver (carrying capacity - 5 cycles)

7. LIABILITY AND INDEMNIFICATION

- a. The Party A agrees to indemnify and hold harmless the Party B from any claims or liabilities arising out of lack of maintenance by the Party A staff.
- b. The Party A is responsible for any damage caused due to negligence or failure in performing the maintenance duties outlined in this Agreement.

8. DATA SECURITY AND PRIVACY

- a. The Party A agrees to handle all data in compliance with applicable data protection laws.
- b. No personal data of Users will be accessed, stored, or shared by the Party A without the express written consent of Party B.
- c. Any breach of data security must be reported to the Party B immediately.

9. CONFIDENTIALITY

- a. The Party A agrees to maintain the confidentiality of all information regarding the SRHU operations and will not disclose such information without prior written consent from the SRHU.
- b. Both parties agree to maintain the confidentiality of all Confidential Information disclosed by the other party. Neither party shall use, disclose, or allow access to the Confidential Information except as expressly permitted by this Agreement or as necessary to fulfill their obligations under the Agreement. Each party agrees to take all reasonable measures to protect the confidentiality of the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

10. TERMINATION

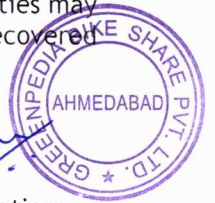
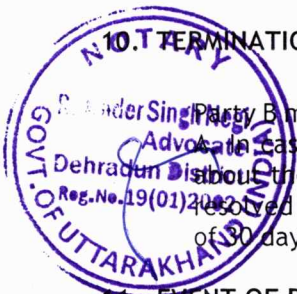
Under Singla Party B may terminate this Agreement by providing 30 days' prior written notice to Party A. In case of any breach of any Responsibility by Party B, Party A shall notify Party B about the same and provide 30 days to resolve the issue. In the event the issue is not resolved within 30 days the Party A may issue a second notice and provide further period of 30 days to resolve the issue. Party A shall have no right to terminate this agreement.

11. EVENT OF DEFAULT BY PARTY A

If Party A fails to fulfill its obligations as outlined in this Agreement, specifically concerning the maintenance and repair of the bicycles, Party B shall impose a penalty of Rs. 100 per day per bicycle for each incident of non-compliance. Such penalties may be deducted from any payments due to Party A under this Agreement or recovered through other legal means deemed appropriate by Party B.

12. FORCE MAJEURE

Neither party shall be held liable for any failure or delay in fulfilling its obligations under this Agreement if such failure or delay is due to an event beyond the reasonable



control of the affected party, including but not limited to acts of God, war, terrorism, natural disasters, epidemics, pandemics, strikes, lockouts, government actions or regulations, civil disturbances, or any other unforeseen events ("Force Majeure Events"). In the event of a Force Majeure Event, the affected party shall promptly notify the other party in writing of the nature and expected duration of the Force Majeure Event and shall take all reasonable steps to mitigate the impact of the Force Majeure Event

13. TERMS OF PAYMENT

- a. The bicycle maintenance charges for the duration of the contract will be payable when Party A raises the bill for each quarter in advance. Party B will then make the payment within 45 days.
- b. Taxes (GST, etc.) will be charged extra as per the applicable rates at the time of raising the invoice.
- c. The Bicycle Maintenance Charges shall include all costs towards 'general' repairs & maintenance.

14. JURISDICTION AND ARBITRATION

- a. This Agreement shall be construed, interpreted and enforced in accordance with Laws of India.
- b. In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be Dehradun, India.
- c. Subject to the Arbitration Clause, the Courts competent jurisdiction at Dehradun shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU


Party A
Raj Singh Negi
Advocate
Dehradun District
Reg. No. 19/01/2002
FOR GREEN SHARE PVT. LTD.
DIRECTOR
Director,
Mr. Arjit Soni

Witness 1

Name - Sushil Sevak - 8160160887

Address: 27/841, Narmada Avas
Near Sindhubhavan, Bodakdev,
Ahemdabad- 380054, Gujarat

Party B

Registrar
27/03/2015

Witness 1

Name - Prateek Dhyan
Designation - Coordinator, Registrar
office
Add:- 30 Vasund Vikram
Phase - I, Dehra Dun.

ANNEXURE - 1

COST TO CLIENT		50 REFURBISHED CYCLES		
PARTICULARS	DESCRIPTION	RATE	QTY.	AMOUNT
Smart Bike	MY BYK Pedal + IoT (BLE only)	10,500	50	525,000
Station	Info Panel + Docking Rack (5 cycles)	12,000	5	60,000
	Extra Docking Rack (5 cycles)	10,000	5	50,000
Redistribution Vehicle	To be provided by client	200,000	0	0
Project Set Up Fee	As per actuals	100,000	1	100,000
	CAPEX(ONE TIME)	14,700	50	735,000
Spares Cost	Comprehensive Damage Cover including accidental damages(except for damage beyond repair)	100	50	5,000
Smart Package	Mobile App, Server License, Backend Technical & Customer Support Cost	200	50	10,000
Project Management Fee		150	50	7,500
	VARIABLE COST	450	50	22,500
Manpower Cost	Mechanic, Driver, etc	20,000	1	20,000
Workshop Rental Cost	To be provided by client	0	500	0
	SEMI VARIABLE COST	400	50	20,000
	OPEX (MONTHLY) - TOTAL	850	50	42,500



ANNEXURE - 2

TERMS OF USE

1. The User expressly and unequivocally agrees that in exchange of MYBYK providing the services as defined hereinabove and consequential usage of these Services by the User, the User hereby fully and forever releases and discharges MYBYK and its owners, managers, affiliates, employees, agents, representatives, successors and assigns from any claim by User due to usage of the aforementioned Services, unless the claim is premised and proved due to gross negligence or willful misconduct of MYBYK. Even in cases falling within the last circumstance, the total liability of MYBYK shall under no circumstance exceed INR 15,000. Furthermore, the User acknowledges and agrees that SRHU (Swami Rama Himalayan University), as a facilitator or venue provider for these Services, shall not be held liable for any claims, damages, or losses arising out of or related to the use of the Services, irrespective of the nature or circumstances of such claims.
2. The User further expressly agrees that MYBYK, SRHU, and their respective owners, managers, affiliates, employees, agents, representatives, successors, and assigns will under no circumstances be held responsible for any loss or damage, personal injury, or loss of life caused to the User due to the usage of the aforementioned Services.
3. The User agrees and acknowledges that the User has opted to use the Services offered by MYBYK and facilitated by SRHU at their sole risk, cost, and consequence and has assumed all risks involved with such use, holding MYBYK and SRHU fully exempt from liability arising from such actions by the User.
4. Indemnification: The User indemnifies and holds MYBYK, SRHU, and their respective owners, managers, affiliates, employees, agents, representatives, successors, and assigns harmless for all losses, liabilities, damages, injuries, demands, costs, attorney fees, and other expenses incurred due to the use or possession of the bike or usage of services by the User, as well as the User's non-compliance with the terms of this Agreement.
5. Under no circumstance will MYBYK or SRHU be liable to any third-party claim for indirect, incidental, special, or consequential damages arising from or related to this Agreement or the use of the bike and/or Services.



[Handwritten signature]
27/03/2025



ATTESTED
[Handwritten signature]
(RAJENDER SINGH NEGI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
Collectorate Court Compound
Dehradun (Uttarakhand)