

INDIA NON JUDICIAL

Government of Uttar Pradesh

ACC. Name: HARIKIS ACC. Code: UP140908 Licence No: 565/2021 (G

Finh

e-Stamp

Certificate No.

.

IN-UP37667774663635V

Certificate Issued Date

17-Feb-2023 12:58 PM

Account Reference

NEWIMPACC (SV)/up14099804/ GHAZIABAD SADAR/ UP-GZB

Unique Doc. Reference

: SUBIN-UPUP1409980468927064891116V

Purchased by

SANTOSH DEEMED TO BE UNIVERSITY

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

Not Applicable

Consideration Price (Rs.) First Party

SANTOSH DEEMED TO BE UNIVERSITY

Second Party

INNOSCALE GLOBAL FOUNDATION TRUST

Stamp Duty Paid By

SANTOSH DEEMED TO BE UNIVERSITY

Stamp Duty Amount(Rs.)

100

(One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING ("MOU")

This MOU is made and entered into on day of 20th day of February 2023 ("hereinafter referred to as "Effective date") by and between:

The Santosh Deemed to be University, established u/s 3 of UGC Act 1956 own and managed by Santosh Trust having its Registered Office at No.1, Santosh Nagar, Pratap Vihar, Ghaziabad – 201 009 NCR Delhi through its Registrar Dr. Alpana Agarwal hereinafter called and referred to as the "SU" (which expression shall,

Innoscale Global Foundation

Santosh Deemed to be University
First Party

Trustee

Innoscale Global Foundation Trust •
Second Party

Statuttery Albert

is distributed the Stome souls are sufficiently in the street was also became our using e-Stamp Mobile App of Stock Hording are the secondary in the details on the South Stamp which we have a Mobile App conduct it award.

unless it be repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successor or/and permitted assigns), of the FIRST PART.

AND

M/s Innoscale Global Foundation Trust (Regd.,), a Trust registered with the Office of Registrar having Registration No. (PAN No. AABTI8420M) (GST No. 07AABTI8420M1ZF) having its registered office at B-21, Plot No.1, Sector-6, Dwarka, Delhi – 110 075, hereinafter called and referred to as the "ISG" through its Trustee Shri Sishir Miglani, S/o Shri R.K. Miglani R/o B-21, Vrindavan Apartments, Sector-6, Plot No. 1, Dwarka, Delhi – 110 075 (Aadhar Card No. 8342 2735 4777) (PAN No. AHTPM9291K) (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successor or/and permitted assigns), of the SECOND PART.

(Both SANTOSH DEEMED TO BE UNIVERSITY and ISG are hereinafter referred to as such or individually as the "Party" and collectively as "Parties")

WHEREAS

A. "SU" is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The university, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The university is also

Innoscale Global Foundation

Trusico

Santosh Deemed to be University
First Party

- contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.
- B. ISG is engaged in Assisting Incubation Center to run and operate startup innovation program, Collaboration and running online Certificate Programs on supporting education subjects focused on career and Assisting in various approvals and accreditations such as UP Govt., Startup India, DST etc.,

NOW, THEREFORE, IN CONSIDERATION OF THE DECISIONS AND THE MUTUALCOVENANTS OF THE MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SCOPE AND OUTCOMES OF MOU:

- a) Gaining wider accreditations for Incubation Center
 - i. ISG will help the Incubation Center within SU to guide it through their startup promotion journey and help them get accreditations and access to more funds they can utilize for the growth and development of the startups under SU.
 - ii. SU already has accreditation with various Government bodies and yet so many more channels are available for SU to grow towards such as TBI, Startup India, DST, BIRAC-BIONEST.

Innoscole Global Foundation

Trustee

Santosh Deemed to be University
First Party

REGISTRAR

iii. ISG Team shall help build the entire ecosystem that is conducive for such accreditation and ISG shall set up a road map to these accreditations to improve the chance of Accreditations.

Outcomes:

- i. Research and funding support access from stakeholders
- ii. Proven process and system for faster accreditation
- iii. Access to program that can help SU to support the startup ecosystem better.
- iv. Funding and outreach support from these Institutions.
- v. Support for startups in their idea validations, proof of concepts etc.,
- vi. Turning the Research Lab into an International Center of Excellence
- vii. National and International Tie-ups, Collaboration and Recognitions.

b) Managing and running the incubation program within the SU Campus:

- i. ISG shall help incubation Centers to get access to the global standard of a proven system of running and managing the incubation Center for exceptional development of the Startup ecosystem under SU's leadership.
- ii. ISG shall provide necessary assistance to SU with a process driven approach to Onboard Startups, Groom them for qualitative learning and better shaping their startup ideas. ISG shall deploy

Innoscale Glapa Foundation

Trustee

Santosh Deemed to be University
First Party

systems and processes to run the initiative effectively, SU shall provide necessary housekeeping manpower, operating support for proper execution on these systems in the Incubation Center.

- lii. ISG shall manage and run a year long event calendar and deploy a local manpower in SU campus to keep track of the development of the initiatives too. SU shall allow the use of its infrastructure and services for the various acceleration and incubation programs which shall also be available for University students to enroll.
- iv. ISG shall enroll students from SU along with inviting new applications from around the region to boost entrepreneurship in the region. Both parties shall jointly work to promote various events, initiatives and activities within their network to expand the awareness of programs in the region and to support any joint exercise in the region.

Outcomes:

i. Funding support for startups with investors network and pitch shows.

Proven system and process for SU.

ii. Reducing SU learning curves in the startup ecosystem with mostly built-up community partnerships and acceleration and incubation curriculum deployment.

innus tale Global Foundation

Trusfee

Santosh Deemed to be University First Party

- iii. Time saving with efficient management.
- iv. Ecosystem build up and external partnerships setup.
- V. Turning the Research Lab into an International Center of Excellence.
- vi. National and International Tie-ups Collaboration and Recognitions.
- Co-running online career-oriented certification programs on alternative skill sets and life-skills:

ISG run various upskilling and life skill learning programs that help students groom their personality and help youth.

COVENANTS OF ISG:

- a. Running acceleration Programs in SU Campus:
 - Hiring of Operational Resources (Maximum 2 Nos.)
 - Providing updated and proven Curriculum, process and Assessment ii. Protocols
 - iii. Managing Day to day Operational Calendar
 - iv. Creating Mentor and Investor Network
 - Assisting and supporting Startups, helping them with ideas, company incorporations, operation challenges etc.,
 - Setting up Co-working and its process (is added source of revenue vi. for SU)
 - vii. Conducting regular events and reporting documentations

Santosh Deemed to be University First Party

REGISTRAR

Innoscale Global Foundation Trust Second Party

Innoscate Global Foundation

Trustes

- viii. Running MedTech Accelerator batch for SU
- ix. Facilitating Research grants from the Sources
- x. International Collaborations for Ecosystem
- xi. Converting research ideas into business. Eg., patents can be converted into business ideas lead by startups.

b. Entrepreneurship Program for Students

- Comprehensive and proven curriculum ISG run in UP, Assam, Delhi,
 Uttarakhand, Haryana
- ii. Curriculum vetted by over 10,000 entrepreneur
- iii. Regular interaction and interactive assessments
- iv. Certificate of Completion
- v. Pitch Practice
- vi. Life-skills honing
- vii. Visiting faculty and Industry Experts

c. Other Funding Assistance on request:

- i. HI MSME Pro-bono with above project.
- ii. Birac-Bionest On request from SU on consulting basis
- iii. Startup India grants for Startups On request from SU on consulting basis
- iv. DST On request from SU on consulting basis
- v. TBI On request from SU on consulting basis
- vi. Meity On request from SU on consulting basis

Santosh Deemed to be University
First Party

REGISTRAR.

Innoscale Global Foundation Trust
Second Party

galeuri Mell

imposoule Global Foundation

d. Support for Patents and Ideas:

ISG shall provide support from ICMR and / or related medical bodies on Patents and ideas.

3. GRANTS & FINANCIAL:

Accreditation and Programs	Net Financial Assistance to SU	Consulting Charges / Retainer Charges / One Time Payment / Revenue Share to ISG
Recognition of SU Center from 'Start in up" UP Startup Policy		Rs.5,50,000 (One Time Payment) 25% Advance Balance after approval from Govt. of U.P. (GST as Applicable Extra)
Capital Expenditure Grants upto Rs.2 Crores	Rs.1,80,00,000	Rs.20,00,000/- (Payable immediately after disbursement of grants)
Operation Expenditure Grants of INR 30 Lacs per year (Total INR 1.5 Crores in 5 Years)	Rs.3,00,000 per Year	Rs.27,00,000/- per year (@ INR Rs.2,25,000/- per month towards Retainer Charges) Payment Terms: Monthly Retainer charges of Rs.2,25,000/- will be paid initially for 3 months. There after monthly Retainer Charges will be paid together only after getting approval and disbursement of Grants as undertaken by ISG.

Santosh Deemed to be University
First Party
REGISTRAR

Innoscale Global Foundation Trust
Second Party

Trusten

TERM & TERMINATION:

- This MOU shall be effective from the date of execution and shall remain a) effective for a period of three (03) years. Renewable for another two (02) years without altering the terms and conditions contained in the present MoU.
- b) Termination by Convenience: If either party wishes to terminate the MoU for its convenience, it shall notify the other by serving three months' prior notice.
- c) This MOU can be terminated with immediate effect by either party if the other party fails to rectify if any violation of the terms and conditions of this MOU provided that a prior notice of not less than 30 (Thirty) days of such violation has been given to the other party.
- However, the above termination clause will not have any effect, provided any of the Programs/ Courses/projects so in progress is completed and comes to a logical end.

5. ARBITRATION/ JURISDICTION:

In the event of any dispute/difference arising out of or in connection with this MOU, an attempt shall be made to resolve the same by mutual discussion. In the event no settlement is arrived at, the matter shall be referred to arbitration by a sole arbitrator and conducted in accordance with the Indian

Innoscale Global Foundation Trust * **Second Party**

Imposes le Global Foundal III

Santosh Deemed to be University First Party

Arbitration and Conciliation Act 1996. The place of arbitration shall be New Delhi alone and the language shall be in English.

The sole arbitrator will be appointed based on mutual agreement between both parties & on failure to agree upon such appointment, within a period of 15 (Fifteen) days from the Arbitration Referral Date, each Party shall appoint 1 (One) arbitrator, and the 2 (Two) arbitrators so appointed shall jointly appoint a third arbitrator.

Save as aforesaid, the courts located at New Delhi/Delhi shall have exclusive jurisdiction to decide any disputes arising out of or relating to this MOU.

6. INDEMNITY:

Either Party ("Defaulting Party") agrees to indemnify and keep other Party and/or any of its officers, directors, employees, assignees, affiliates, associates and subsidiaries fully indemnified (without any limitation whatsoever on its liability) at all times against any and all loss, damage, liability, loss. Fines, penalties, fees, costs, amounts and expense (including without limitation attorneys' fees), claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by aggrieved Party in connection with and as a consequence of.

breach of any of the provisions of this MOU by Defaulting Party;

Santosh Deemed to be University
First Party

REGISTRAR

Innoscale Global Foundation Trust
Second Party

Innoscate Global Foundation

Trustee

- any breach of any representations, covenants or warranties contained herein. For purposes of this paragraph, Defaulting Party's breach of representations or warranties shall mean and include, without limiting the generality of that term, any material inaccuracy in any warranty or representation or any incompleteness or materially misleading exclusion of any fact from the warranties or representations;
- infringement or unauthorized use of aggrieved Party's intellectual
 property rights (whether such intellectual property is registered or not).
- breach of any third-party intellectual property rights due to which a claim has arisen:
- fraud, misconduct, negligence or deficiency of service;
- any negligent act or omission committed in the course of fulfilling obligations under this MOU or any misrepresentation made during the course of this MOU, and
- failure of Defaulting Party to abide by applicable law during the Term of the MOU:

Notwithstanding any other provision of this MoU, both the Parties shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any consequential, incidental, indirect, special, punitive or other such loss or damage, including but not limited to those such as and/or resulting from loss of profits, loss of business, business interruption, computer failure, loss of business information, depletion of

Santosh Deemed to be University First Party Innoscale Global Foundation Trust
Second Party

and Global Epundation

goodwill, loss or corruption of data or information, pure economic loss and/or similar losses, however arising under this MOU

7. MISCELLANOUS:

- a) Coordinators: Both the Parties shall appoint a designated person who shall be the Coordinator with the other party from time to time and shall promptly address all queries related to the scope of services under this MOU.
- b) Confidentiality: Either Party agrees to strictly maintain the confidentiality of all Confidential Information disclosed, exchanged or otherwise provided under this MOU by the other Party ("Disclosing Party"). Either Party must not use, copy or disclose any Confidential Information of the Disclosing Party except as contemplated by this MOU.
- properties of a party, which are either registered in the name of the Party under applicable laws of India or to which a Party is entitled to proprietary rights on account of usage or otherwise under applicable laws, remains the property of that Party. No license or other rights to such intellectual property is granted or implied hereby. Neither Party shall use the intellectual properties of the other Party except as mutually agreed by both the parties from time to time on assignment basis.

Innescale Global Foundation

Trustan

Santosh Deemed to be University
First Party

REGISTRAS

- d) Mutual Representations & Warranties: Each party hereto represents and warrants to the other that it has full legal power and authority to carry on its business and to enter into this MOU and perform all of its obligations hereunder and shall comply with all applicable laws, rules, regulations, notifications and Government orders.
- e) Force Majeure: Except as otherwise provided in this MOU, the Parties' obligations hereunder, other than obligations to make payments, shall be suspended while, but only so long as, a party is prevented from complying with such obligations, in whole or in part, by strikes, walkouts, acts of God war, or other matters beyond the reasonable control of either. Party whether relating to the matters herein specifically enumerated or not. Each party shall give the other Party notice within ten (10) days after the occurrence of any event of force majeure that may cause delay hereunder, and the date of performance by any party that gives such notice shall be extended for a period not exceeding the period of delay caused by the event of force majeure so identified.
- f) Amendments: This MOU shall not be amended or modified in any way other than by an MOU in writing executed by the duly authorized representatives of all the Parties. Prior to the execution of the amendment contract, the Parties agree to review the terms of this MOU jointly and mutually agree to amend any portion hereof in writing

Innoctate Global Foundation

Santosh Deemed to be University First Party

PLEASTRAN

- Waiver: No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- h) Severance: If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.
- entire MOU: This MOU including the annexure thereof constitutes the entire MOU of the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, whether oral or written, related to such subject matter and any prior MOU.
- j) Notices: Every notice, demand or communication to be given under this MOU shall be in writing and shall be deemed to be duly served if sent by registered post or courier or e-mail at the address mentioned herein below in this MOU unless the same have been changed by the concerned Party by intimation to the other Party.

Santosh Deemed to be University
First Party

Innoscale Global Foundation Trust
Second Party

anoscale Global Foundation

Toisted

Address for service of notices:-

SANTOSH DEEMED TO BE UNIVERSITY:

No.1, Santosh Nagar, Pratap Vihar, Ghaziabad, NCR Delhi.

E-mail ID: registrar@santosh.ac.in

Contact No.: 09811191935

ISG

B-21, Plot No. 1,

Sector - 6, Dwarka,

Delhi - 110 075.

E-mail: ISG hello@innoscale.global.com

Mobile: +91 8800881574

No notice, demand or communication shall be deemed to be given, if sent by registered mail, until four Business Days after posting the said communication.

Santosh Deemed to be University First Party Innoscale Global Foundation Trust

Second Party

a Chabat Foundation

IN WITNESS WHEREOF all the parties attested their signature on the day and year above mentioned.

On behalf of Santosh Deemed to be University (FIRST PARTY)

On behalf of Innoscale Global Foundation Trust (SECOND PARTY) Foundation

Trustee

Name: Dr. ALPANA AGARWAL

Destination: Registrar

On behalf of Santosh Deemed to be university, Ghaziabad, NCR Delhi.

E-mail ID: registrar@santosh.ac.in Contact No.: 09811191935 Name: SHISHIR MIGLANI
Designation: Trustee

On behalf of Innoscale Global Foundation Trust (Regd) Delhi

Email ID: hello@innoscale.global.com

Contact No: +91 9811507651

In the presence of

1.

In the presence of

2. Amit Kumar Mishra

heroscale Global Foundation

Trustee

Santosh Deemed to be University

First Party



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reterence

Purchased by

Description of Decument

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Outy Paid By

Stemp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

IN-DL46005014823674S

05-Jun-2020 12:50 PM

IMPACC (IV)/ dl780403/ DELHE DL-DLH

SUBIN-DLDL76040300707713520015S

INNOSCALE GLOBAL FOUNDATION

Article 64 Trust

PLOT NO. 1, SECTOR-6, VRINDAVAN COHS LTD. DWARKA NEW DELHI

-110045

(Zero)

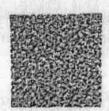
INNOSCALE GLOBAL FOUNDATION

Not Applicable

INNOSCALE GLOBAL FOUNDATION

(One Hundred only)





Please write or type below this line....



TRUST DEED

This deed of Trust of INNOSCALE GLOBAL FOUNDATION is declared on this 16th day of June, 2020, by Mrs. Monika Miglani D/O Jagdish Lat Panwa, R/o B 37 Vrindavan Apartments. Ptot No. 1 Sector-6 Dwarka South West Delhi -110075 hereinafter called the SETTLOR of this above said Trust.

WHEREAS THE SETTLOR is the absolute owner of a sum Rs.1,100 (Rupees One Thousand One Hundred Only) and she is desirous of settling of the said sum of rupees 1,100 (Rupees One Thousand One Hundred Only) upon public and charitable Trust, subject to the provision hereby declared and concerning.

AND WHEREAS the TRUSTEES shall be

- 1. Mrs. Monika Miglani D/O Jagdish Lai Pahwa, R/o 8 37 Vrindavan Apartments Plot No. 1 Sector-6

 Dwarka South West Delhi -110075
- 2. Mr. Amit Kumar Mishra S/O Vijay Kumar Mishra, R/o 1035 A Sector-1 Near Amity International School, Vasundhara Ghaziabad Uttar Pradesh -201012
- 3. Mr. Shishir Miglani S/O Ram Krishan Miglani, R/o B 21 Vrindavan Apartment Sector-6 Dwarka Plot No.1 South West School Delhi India -110075

All the above said parties will be collectively called the TRUSTEES which expression shall include them, the survivors of them and the executors and administrators of the last survivor or the Trustees for the time being of the Trust created hereby.

NOW THIS TRUST DEED WITHNESES AS FOLLOWS:

- O1. The name of the Trust shall be INNOSCALE GLOBAL FOUNDATION.
- O2. That the registered office of the Trust shall be situated at Plot No. 1 Sector-6 Vrindavan CGHS

 Ltd. Dwarka New Deliti-110045 or at such other place or places as the Board of Trustees may decide from time to time. Branch / administrative offices can be opened in any part of the country for the smooth functioning of the Trust.
- O3. The Board of Trustees shall hold a sum of Rupees 1,100 (Rupees One Thousand One Hundred Only), this day paid to them and all monles, funds, other movable or immovable properties and



Hovika Vialani

incomes thereof which may hereinafter be received by the Board of Truslees from time to time as Gifts. Donations, Grants, Subscriptions or otherwise for the purposes of the Trusl and the Trusl and the Truslees jointly

- O4. That the objectives of the Trust shall be wholly for the public and charitable purposes and incomes shall be applied for the same and accumulated in India wholly for public & charitable purposes without prejudice to generality of provisions aforesaid and the following shall be deemed to be the principal objectives of Innoscale Global Foundation:
 - 1. To provide a set of interventions to help innovators, entrepreneurs and professionals create world class products and services in-line with the vision of Startup India and Make In India programs. The initiatives include co-working, incubation and accelerator spaces coupled with enablers like Leading Mentors and different tools like digital tools, networking opportunities and events etc.
 - 2. To establish, design, develop, maintain, organize, conduct, provide, procure or make available consulting services, trainings, coaching programs and products in and outside of India covering all branches of services including management, business, statistical, financial, accountancy, information technology, medical, legal, educational, engineering, data processing, communication and other technological social or other services and products towards designing, building and managing business process, technology and people to enable good business outcomes.
 - 3. To seek recognition, collaborations, joint ventures, franchise, affiliations, associations or co-operations of various institutions, bodies, governments, companies, corporate, individual in India and abroad for fulfillment of the objectives of the trust.
 - 4. To make adequate arrangements to blind, deaf, dumb, physically handicapped and mentally disturbed persons, orphanages, helpless children and women through promoting social entrepreneurable.
 - 5. To provide the facilities for medical laboratory test/exems in Pathological Clinic, Dispensary. Medical facility to the poor and needy patients and consulting startups working in this domain.



Nowth Highami

Date: 16/06/2020 12:41:30PM Deed Related Detail Deed Name TRUST (MOVABLE) TRUST Land Detail Tehsil/Sub Tehsil Sub Registrar IX Village/City Dwarks Societate Building Type Place (Segment) Duarka Sector-6 Property Type TIV Allaress House No.: PLOTNO -1 SEC-6 DW ND. Road No.: Dwarka Sector-6 Sq. Yard 0.00 0.00 Area of Property 130,00 Money Related Detail Considerate a Amountal of Rupees Stamp Duty Paid 100,00 Rupees Pasting Fee 100.00 Ruppes Value of Registration Fee 1,000,00 Rupees This document of TRUST TRUST (MOVABLE)

PANOSCALE GLOBAL FOUNDATION

Sh/Sm t.

JAGDISH LAL PAHWA

S/o, W/o

R/o

Sub Registrar IX

Delhi/New Delhi

8-37 VRINDAVAN APPT PLOT NO 1 SEC-6

hub Registrar

in the office of the Sub Registrar, Delhi this 16/06/2020 12:14:17PM day Tuesday between the bours of

Signature of Presenter

Presented by:

Execution admitted by the said: Shri / Ms.

INVOSCALE GLOBAL FOUNDATION THROUGH ITS MONIKA MIGLANI

and Shel / Ms.

MA

Who is the identified by Shri/Smt/Km. SHIVAM DIKSHIT. S/o W/o D/o RAKESH KUMAR DIKSHIT R/o/\$1164 -C MAHANAGAR S.O.

and Sim Smt./Km RISHABH S/o W/o D/o RAJ KUMAR R/o H NO-2080 MUKIN PURA IND

(Marginal Witness). Witness No. II is known to men

Contents of the document explained to the partie with understand the conditions and admit them as correct, Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Junes rate Global Foundation

Date 16/06/2020 16:02:50 Sub Registrar IX Delhi/New Delhi

DORIS

Trustee