



Registered Trust under the
Bombay Public Trusts Act 1950

Inspire Institute of Sport,
Administration Building, Vidyanagar,
Dist. Bellary - 583275, Karnataka

CONSULTANCY AGREEMENT

This Consultancy Agreement ("Agreement") is entered into on 6th October 2024

BY AND BETWEEN:

Inspire Institute of Sport, a public charitable trust, having its registered office at Inspire Institute of Sport, Administration Building, Vidyanagar, Bellary, Karnataka - 583275, India (the "**Trust**"), which expression shall unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the **FIRST PART**;

AND

Arya Pradeep Bhosale, resident of Flat No – G1, Mahalaxmi Residency, Behind Don Bosco Institute, Murida Fatorda, Margao, VTC: Salcete, Goa - 403601, PAN FGBPB8672R (the "**Consultant**", which expression shall unless repugnant to the context or meaning thereof, mean and include his legal heirs, executors and administrators) of the **OTHER PART**.

(The Trust and the Consultant shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**", as the context may require.)

WHEREAS:

- A. The Trust works towards honing and promoting sports excellence in athletics, wrestling, boxing, swimming, judo, and such other sports and games which a specially constituted advisory board ("**Advisory Board**") may decide, from time to time (collectively referred to as the "**Disciplines**", and individually a "**Discipline**") at the national and international levels by identifying, training, mentoring and managing athletes who fulfil certain eligibility criteria and show high potential to excel in their respective Disciplines.
- B. The Consultant is *inter alia* an experienced **Consultant** adept in the field of **Administration and Operations**. The Trust desires to avail the services of the Consultant for the purposes of **Admin Executive** on the terms and conditions set forth in this Agreement ("**Services**"), which are required by the Trust at **Vijayanagara** or any other location in India as may be communicated in future, if so required.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. APPOINTMENT AND DURATION

This Agreement shall commence on 7th October 2024 ("**Effective Date**") and shall remain in force until 31st March 2025 ("**Term**"), unless terminated earlier in the manner as provided under this Agreement. The Consultant is hereby appointed for rendering Services for the purposes of **Admin Executive** as per this Agreement. Upon



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expiry of the Term the Parties may renew or extend the Term, on such revised terms and conditions as may be mutually agreed between the Parties. This Agreement supersedes any other Agreement that the company may have with you with respect to the subject matter covered.

2. FEES AND EMOLUMENTS

- 2.1 For the Services rendered by the Consultant during the Term as stated above, from the Effective Date, the Trust shall pay the Consultant, a gross monthly professional fee of **INR 38,000/- (Indian Rupees Thirty-Eight Thousand Only)**, which shall be exclusive of applicable Goods & Services Tax ("Fees"). The remuneration shall be liable to Tax Deduction at Source (TDS) as per applicable laws, before remittance of professional fees. Thereafter, upon periodic review of the Consultant's performance and subject to approval by the Advisory Board upon satisfactory performance, the Parties agree that the Consultant shall be considered for any annual increment in Fees.
- 2.2 The Consultant shall raise invoices along with necessary supporting / evidence on 25th of each completed month, and the due payment of the undisputed invoice shall be made within 10 (ten) days from the date of receipt of invoice, after deduction of applicable taxes/ duties/ levies/ charges etc. Invoice shall be made out in the name of the Trust and shall be submitted at following address :-
Inspire Institute of Sport
Finance & Accounts Department
Administration Building,
PO - Vidyanagar, District - Ballari,
Karnataka - 583275
- 2.3 The Goods and Service tax amount (GST), if applicable, shall be reimbursed/ borne by the Trust, provided, the Consultant shall obtain GST registration at its own cost and furnish proper invoices as per prescribed format under GST rules. The Consultant shall be required to provide the details of GST registration for such purposes and deposit/file the GST returns as per the mandated timelines under the applicable laws.
- 2.4 The Parties agree that a failure by the Consultant in commencing the performance of the Services on the Effective Date or any delay, non-performance, deficiency in performing the services during the validity of this Agreement, shall result in a prorated deduction by the Trust of the Fees payable to the Consultant in consideration of the Services for the respective month ("**Prorated Deduction**"). Such Prorated Deduction shall continue until the date on which the Consultant commences the performance of the Services in accordance with the terms of this Agreement.
- 2.5 In addition to the Fees payable to the Consultant in accordance with Clause 2.1, during the Term, the Consultant shall also be entitled to receive the following special emoluments from the Trust:



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- 2.5.1 Reimbursement of all budgeted and/or pre-approved out of pocket expenses incurred by the Consultant in the provision of his Services including, expenses of accommodation whilst away from home, subject to submission of necessary supporting and evidences.
- 2.6 If any deductions or contributions are required to be made or determined to be made by the appropriate authorities, as per relevant legislations for extension of benefits to the Consultant in accordance with the applicable laws, then the Trust shall be entitled to make such contribution or deductions from the Fees in order to comply with the relevant laws. The Consultant shall indemnify and hold the Trust harmless against any losses or damages suffered by the Trust due to claims / notice from the appropriate authority or arising from actions or inaction by the Consultant in breach of the foregoing.
- 2.7 Except the Schedule of professional fees and other perquisites provided hereunder and as more particularly specified in the Schedule annexed hereto, the Consultant shall not be entitled to any remuneration, fees, charges or benefits, which is otherwise available to a regular employee. A detailed schedule of the professional fees and other perquisites, expenses is more particularly specified in the schedule annexed hereto and marked as **Annexure-I** of this Agreement. The Fees and any other monies payable to the Consultant under this Agreement shall be in Indian Rupees and shall be remitted to the Consultant's Indian bank account (details of which shall be provided by the Consultant to the Trust) by wire transfer or such other method as may be agreed between the Consultant and the Trust.
- 2.8 The Consultant agrees that during the Term, and given the nature of the Services to be rendered by him/her under this Agreement, he shall make himself/herself available for rendering the Services and commit the required hours on a routine basis throughout the Term of this Agreement. Such commitment should be mutually agreed between the Advisory board and the Consultant in consonance with the completion of the Services under this Agreement. Any deviation from such committed hours or absence shall be notified by the Consultant in advance to the Advisory Board.

3. REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT

- 3.1 The Consultant represents and warrants to the Trust that:
- 3.1.1 He/she has the right to enter into this Agreement and perform his obligations under this Agreement without violating the terms or provisions of any other agreement or contract to which he is a party;
- 3.1.2 this Agreement is a legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms;



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- 3.1.3 During the Term of this Agreement, he/she shall, at his/her own cost, obtain and maintain travel permits, certificates, registrations and approvals as prescribed by the applicable laws and regulations, to offer the Services within India at the designated locations;
- 3.1.4 he/she is adequately qualified with requisite training and first aid certifications, and such other certifications required under applicable law to provide the Services as a Consultant for performing the obligations in accordance with the terms of this Agreement; and
- 3.1.5 he/she has not been guilty or convicted of any act or offence relating to moral turpitude, ethics and/ or integrity and has not been involved in any criminal or terrorist activities.

4. DUTIES AND OBLIGATIONS OF THE CONSULTANT

- 4.1 The Consultant agrees that, during the Term of his Agreement, he shall be solely responsible:
 - 4.1.1 for necessary compliance with the tax requirements, statutory filings, audits etc.
- 4.2 During the Term, the Consultant agrees to perform the following duties:
 - 4.2.1 Perform all the Services in a professional, diligent and time-bound manner as required by the scope and purpose of Agreement and as per good industry practises;
 - 4.2.2 The Consultant should endeavour to attend all training sessions, meetings and other gatherings organised by the Trust under this Agreement;
 - 4.2.3 Comply fully, and abide by the directives given by, or on behalf of the Trust or any person authorised by the Trust, including, but not limited to the Advisory Board;
 - 4.2.4 On termination of this Agreement, the Consultant shall return to the Trust, any property which, pursuant to the terms of this Agreement, had been provided or made available to the Consultant by the Trust in perfect condition, except for reasonable wear and tear;
 - 4.2.5 Maintain and enforce the discipline and conduct of athletes (both on and off the field) participating in the programmes organised by the Trust from time to time;
 - 4.2.6 Conduct himself/herself with supreme regard to the principles of honesty, morality, integrity, fair play and sportsmanship at all times during the Term;



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- 4.2.7 If in control of any confidential information, the Consultant shall hold such confidential information in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such confidential information to third parties or use such confidential information for any purposes whatsoever other than the performance of this Agreement. Upon the expiry or termination of this Agreement, the Consultant shall return all such confidential information and/or copies of such information to the Trust;
- 4.2.8 Assign and transfer in perpetuity to the Trust, all work products including without limitation, any inventions, improvements, discoveries, data, databases, compilations of statistical, demographical or other data, whether in hard copy or electronic form, recordings, work of authorship, reports, designs, analyses, user or procedural manuals and other supporting material, summaries, literature, test results, recommendations, drawings, and work papers, compiled or prepared by the Consultant during the Term, either alone or jointly with any other person(s), which relate to, or are connected to the Services.
The Consultant agrees that the title, ownership and intellectual property rights on all such materials and deliverables shall at all times vest with the Trust;
- 4.2.9 Not do anything which is detrimental to the interest, reputation and goodwill of the Trust and/or any associated brands; and
- 4.3 During the Term, the Consultant agrees to refrain from the following:
- 4.3.1 Committing a crime which involves moral turpitude, embezzlement, fraud, theft and/or criminal misrepresentation;
- 4.3.2 Undertaking or being engaged in any employment or being involved in any trade, business or occupation, whether for remuneration or otherwise, or participate professionally in any other sporting or athletic activity without the prior written consent of the Trust. Such consent shall not be unreasonably withheld. The Consultant however acknowledges that any engagement with third party which interferes with the performance of the Services as per the agreed commitments under this Agreement shall be deemed to be a reasonable instance to withhold the consent; Nothing contained here shall be deemed to prevent or prohibit the Consultant from undertaking any other projects/ clients as per Cl. 4.5 and
- 4.3.3 Providing services including making public appearances, sports commentary services, sports analysis services, interviews, etc., to third parties in any Media ("Media Service Providers") without prior consent of the Trust as stated in Cl. 6.1.
- 4.3.4 Unless otherwise provided under this Agreement, the Consultant shall not make any public announcement in relation to this Agreement with the Trust.



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- 4.4 During the subsistence of this Agreement, if the Consultant has been found guilty or convicted of any act or offence, legal contravention, breach of law or being subject to the police actions, legal action, criminal proceedings or any show-cause notices are issued to the Consultant, he shall immediately notify the same to the Trust at the earliest possible instance subject to a maximum period of 3 (days) from the receipt of such notice or such knowledge and shall at all times keep the Trust indemnified and harmless in this regard.
- 4.5 During the subsistence of this Agreement, the Consultant may at its option, upon prior intimation to the Trust undertake any other projects/ clients for consultation on non-exclusive basis, beyond the purview of this appointment.

5. INDEMNITY

- 5.1 In the event of any breach by the Consultant of any representation, warranty, covenant or obligation under this Agreement, the Consultant undertakes to indemnify, defend and hold harmless the Trust, its affiliates and their respective trustees, directors, officers, employees, agents and representatives to the extent of any and all damages suffered or incurred by the Trust in relation to any:
- 5.2 and hold harmless the Trust, its affiliates and their respective trustees, directors, officers, employees, agents and representatives to the extent of any and all damages suffered or incurred by the Trust in relation to any:
- 5.2.1 such breach of representation or warranty, covenant or obligation;
- 5.2.2 non-compliance with the applicable laws in relation to this Agreement
- 5.2.3 any infringement of intellectual property rights of the Trust and/ or breach of confidential obligation.
- 5.3 If any costs result out of any of the instances as stated above, which have been borne by the Trust, the Trust shall in turn be entitled to set off or deduct such costs against the Fees of the Consultant.

6. TERMINATION

- 6.1 Each Party may terminate this Agreement at any time upon issuance of a prior written notice of 60 (sixty) days to the other.
- 6.2 The Trust shall, at its sole discretion, be entitled to terminate this Agreement forthwith on the occurrence of the following events:
- 6.2.1 The Consultant's breach of Clause 3 of this Agreement; or
- 6.2.2 The Consultant's failure to meet the reasonable standards of performance as per good industry standards/ practises, abide by the directives of the Trust or live up to the expectations of the Trust; or
- 6.2.3 The Consultant is in breach of the terms of this Agreement and/or applicable laws; or
- 6.2.4 The Consultant is incapacitated to perform its duties and obligations and to render the services as contemplated hereunder; and/or.
- 6.2.5 The Consultant has been found guilty or convicted of any act or offence relating to moral turpitude, ethics and/ or integrity and has been involved in any criminal or terrorist activities or any criminal, illegal act, misrepresentation or omission by the Consultant or any misconduct which is in derogation of the applicable laws, explicit representations or the terms of the Agreement or any concealment of facts, information or documents.

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- 6.3 Upon termination of this Agreement due to any events of defaults as stated above in clause 6.2, the Trust shall not be liable to make any further payments even if such amount is due, and shall also have a right to recover such additional costs and damages from the Consultant.
- 6.4 Upon the termination of this Agreement, if and to the extent that the Consultant has been paid any sums under this Agreement which relate to the period after such termination, then the Consultant shall, within 30 (thirty) days of the date of such termination, refund to the Trust, an amount equal to such sums. The Consultant shall be entitled to such payment as may be due on the effective date of termination, except in cases where such termination is due to the default of the Consultant and no additional compensation shall be payable on account of such termination.
- 6.5 Unless otherwise stated to the contrary, the termination of this Agreement shall not affect the rights and liabilities of the parties which have arisen prior to the date of termination and to such extent, this Agreement shall survive termination.

7. MISCELLANEOUS

7.1 Media and Promotional events

The Trust shall be free to use the Consultant as a part of its brand communication across different media including digital, print, and broadcast ("**Media**"). The Consultant shall be required to participate in shooting of content for Media and other public relation activities undertaken for the promotion of sports programmes organised by the Trust. For the limited purpose of such events and communications, the Consultant shall be deemed to be a representative of the Trust by virtue of his Agreement. The Consultant shall thus, to such limited extent, be required to act strictly in accordance with the directions and instructions received from the Trust in this regard and for any non-compliance the Trust shall have the right to deduct any part or whole of the Fees payable to the Consultant.

7.2 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India without regard to applicable conflicts of laws principles, the courts at Mumbai, India shall have exclusive jurisdiction.

7.3 Notices

All notices, statements, or other communication required or permitted to be given or made under the Agreement shall be in English language and delivered by electronic mail or sent by registered post with acknowledgment due addressed to the intended recipient at the addresses first mentioned above in the Agreement.

7.4 Assignment

7.4.1 This Agreement is personal to the Consultant and the Consultant may not assign, transfer, or transfer any interest in it to any other person. The Trust shall have the right to novate this Agreement or assign any of its rights under this Agreement to any of its associated or group trusts and companies ("**New Entity**").

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- 7.4.2 If the Trust is required to novate this Agreement or transfer any interest in it to a New Entity, this Agreement shall without any further action by the Trust or the Consultant stand assigned to the New Entity, and the Consultant shall continue to be governed by the terms and conditions set out hereunder. For the avoidance of doubt, an assignment of this Agreement by a Trust to the New Entity operates as a transfer of the Consultant's rights and a delegation of his duties to the New Entity in accordance with the terms set out under this Agreement.
- 7.4.3 If the need arises, the Consultant hereby unconditionally undertakes, assures and agrees to sign and execute such documents and writings to establish a contractual relationship with the New Entity, in pursuance of the events contemplated under Clause 7.4.2 hereof.

7.5 Entire Agreement

This Agreement represents the entire understanding between the Parties in relation to the terms of the matters contained herein and shall supersede and extinguish any previous drafts, agreements or understandings among the Parties (whether oral or in writing) relating to the subject matter herein.

7.6 Relationship between the Parties

This Agreement is entered into by the Parties as independent entities on principal to principal basis. Unless expressly authorized, the Consultant shall not have any right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the Trust. Nothing contained in this Agreement constitutes or shall be deemed to create any Employer- Employee relationship, agency, distributorship, franchise, partnership, joint venture, or other similar legal relationship between the Parties hereto. The Consultant shall not be deemed an employee of the Trust. The Consultant shall conduct itself always, in a manner which will not mislead or misrepresent its relationship with the Trust to third parties and shall ensure that the Trust's reputation is not damaged by his actions. While the Trust may provide the Consultant with directives and suggestions for the performance of the Services, the Consultant shall have the sole responsibility for ensuring performance as per the terms of this Agreement.

The Consultant shall indemnify and hold the Trust harmless against any claims, losses or damages arising from actions or inaction by the Consultant in breach of the foregoing.

Further Actions

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

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**THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON
THE DATE AND AT THE PLACE FIRST ABOVE WRITTEN**

Signed and delivered for and on behalf of

Inspire Institute of Sport

Signed and delivered by

Arya Pradeep Bhosale

By: Vijay Sinha

Title: Executive Vice President - HR



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Annexure I

Detail Schedule of Professional Fees, Perquisites and other Deductions if any

A gross monthly professional fee of **INR 38,000/- (Indian Rupees Thirty-Eight Thousand Only)**, which shall be exclusive of applicable Goods & Services Tax ("**Fees**"). The remuneration shall be liable to Tax Deduction at Source (TDS) as per applicable laws, before remittance of professional fees.

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