

తెలంగాణ తెలంగాణా TELANGANA

Tran Id: 260416110816013626  
Date: 16 APR 2026, 11:10 AM  
Purchased By:  
NEELA SIDDARTHA  
S/o NEELA SANTHOSH  
R/o HYD  
For Whom  
PRITHVI RATNA ECO PRIVATE LIMITED

AC 269687  
RAVINDER  
LICENSED STAMP VENDOR  
Lic. No. 15-25-001/2007  
Ren.No. 15-25-042/2025  
Plot No .02, Manchirevula 'X'  
Road Gandipet (M), R.R,  
District,  
Ph 9603838098

**Memorandum of Understanding for Technical Consultancy and  
Design Optimization Services**

This Memorandum of Understanding ("MoU") is made and entered into on this 25<sup>th</sup> day of March, 2026 at Hyderabad, Telangana.

**BETWEEN**

**Prithvi Ratna Eco Private Limited**, represented herein by its Director **Neela Siddartha**, a company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at 8-449, Opp. Srinivasa Theatre, Main Road, Mancherial, Patha Mancherial, Adilabad - 504208, Telangana, and bearing telephone number +91 83282 22498 (hereinafter referred to as the "Company" or the "First



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**Party"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

**AND**

**Chaitanya Bharathi Institute of Technology (CBIT)**, an educational institution established in the year 1979, having its campus at **Osman Sagar Road, Kokapet, Gandipet, Hyderabad - 500075, Telangana, India**, represented herein by its Principal **Dr. C. V. Narasimhulu**, duly authorised for the purpose of this Memorandum of Understanding (hereinafter referred to as "**CBIT**" or the "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The First Party and the Second Party shall hereinafter individually be referred to as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, the First Party, **Prithvi Ratna Eco Private Limited**, is engaged in the business of designing, manufacturing, and distributing innovative agricultural machinery and solutions, including but not limited to compact and semi-automatic grain dryers, and is currently in the process of developing a viable product with the objective of scaling its business through product upgrades, design improvements, and the introduction of new models;

**AND WHEREAS**, the First Party seeks to engage technical expertise and academic consultancy to conduct virtual design analysis, engineering review, and optimisation of the product designs being developed by the



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Company in order to improve efficiency, performance, manufacturability, and overall product viability;

**AND WHEREAS**, the Second Party, **Chaitanya Bharathi Institute of Technology (CBIT)**, established in the year 1979, is a premier engineering institution in the States of Telangana and Andhra Pradesh, known for its strong academic standards, industry-oriented teaching methodology, research engagement with public and private sector industries, and extensive consultancy practices in the fields of engineering and management;

**AND WHEREAS**, CBIT possesses the requisite academic expertise, technical knowledge, research infrastructure, and faculty competence to provide technical consultancy and advisory services relating to engineering design analysis and optimisation;

**AND WHEREAS**, the Parties are desirous of entering into this Memorandum of Understanding to establish a framework for collaboration whereby CBIT shall provide consultancy services to the Company in relation to the virtual analysis and optimisation of the Company's product designs, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings contained herein, the Parties hereby agree as follows:

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A circular blue stamp with the text "PRITHVI RATNA ECO" at the top, "PRE" in the center, and "PRIVATE LIMITED" at the bottom.

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## 1. DEFINITIONS AND INTERPRETATION

In this Memorandum of Understanding (hereinafter referred to as the "Agreement"), unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Agreement" or "MoU" means this Memorandum of Understanding including all schedules, annexures, amendments, and modifications made hereto from time to time.

"Company" or "First Party" means **Prithvi Ratna Eco Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 8-449, Opp. Srinivasa Theatre, Main Road, Mancherial, Patha Mancherial, Adilabad - 504208, Telangana, including its successors and permitted assigns.

"Institute" or "Second Party" means **Chaitanya Bharathi Institute of Technology (CBIT)**, having its campus at Osman Sagar Road, Kokapet, Gandipet, Hyderabad - 500075, Telangana, India, represented by its Principal, including its successors and permitted assigns.

"Consultancy Services" means the technical consultancy and advisory services to be provided by the Second Party to the First Party under this Agreement, including but not limited to the review, virtual analysis, evaluation, and technical assessment of product designs, concepts, models, technical drawings, engineering specifications, prototypes, or other related materials developed or submitted by the First Party, and the provision of recommendations, technical insights, feasibility

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observations, and suggestions for design optimization intended to improve the efficiency, performance, manufacturability, durability, and overall functionality of such products; provided that the Consultancy Services shall be limited strictly to advisory and evaluative functions and shall not extend to the actual engineering implementation, manufacturing, commercialization, or deployment of the products, all of which shall remain solely within the discretion and responsibility of the First Party, and such services may be rendered by the Second Party through its authorised faculty members, researchers, or technical experts possessing relevant expertise, and may be conducted through virtual consultations, technical review meetings, written reports, observations, or such other mutually agreed modes of engagement.

**"Confidential Information"** means any technical, commercial, financial, operational, research, design, or proprietary information disclosed or made available by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement, whether in written, electronic, oral, visual, or any other form, including but not limited to product designs, technical drawings, engineering models, specifications, prototypes, research data, know-how, software, algorithms, trade secrets, manufacturing processes, development plans, and business strategies, together with any notes, reports, analyses, or other materials prepared by the Receiving Party that are derived from or based on such information and which by its nature or the circumstances of disclosure is reasonably understood to be confidential; provided however that Confidential Information shall not include any information which (i) is or becomes publicly available without breach of this



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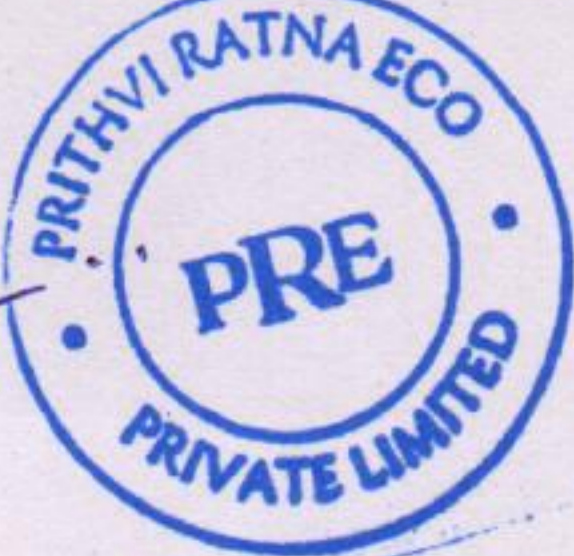
Agreement by the Receiving Party, (ii) was lawfully known to the Receiving Party prior to its disclosure by the Disclosing Party, (iii) is lawfully obtained by the Receiving Party from a third party without any obligation of confidentiality, or (iv) is independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.

**"Intellectual Property" or "IP"** means all intellectual property rights of any nature whatsoever, whether registered or unregistered, including but not limited to patents, patent applications, industrial designs, copyrights, trade secrets, know-how, technical information, engineering data, software, algorithms, research outcomes, discoveries, inventions, improvements, developments, and any other proprietary rights or interests arising from, relating to, or connected with the products, designs, technologies, processes, or services contemplated under this Agreement, together with all rights to apply for, obtain, maintain, enforce, or otherwise protect such intellectual property under applicable laws.

**"Background Intellectual Property"** means all Intellectual Property owned, developed, conceived, or acquired by either Party prior to the Effective Date of this Agreement, or developed independently by either Party outside the scope of this Agreement and without the use of the other Party's Confidential Information, including any modifications, enhancements, or derivatives thereof.

**"Foreground Intellectual Property"** means any Intellectual Property conceived, created, developed, discovered, generated, or reduced to practice by the Second Party, either solely or jointly with the First Party,

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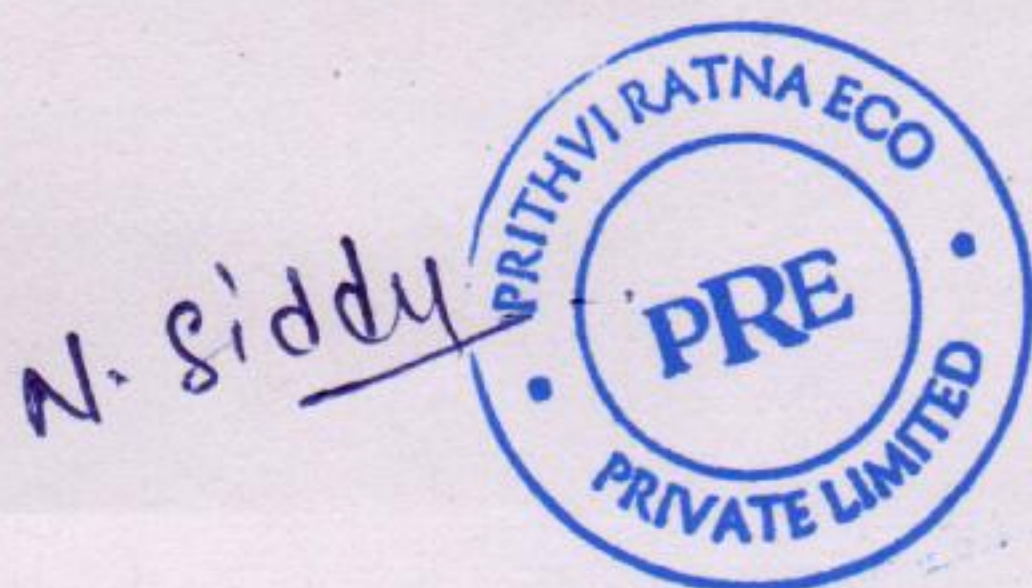
in the course of or as a result of the performance of the Consultancy Services under this Agreement.

**"Authorised Personnel"** means the faculty members, researchers, engineers, consultants, technical experts, or other individuals engaged, nominated, or authorised by the Second Party to perform or assist in the performance of the Consultancy Services under this Agreement.

**"Designs"** means all product designs, concepts, technical drawings, CAD models, prototypes, engineering specifications, schematics, plans, configurations, and any other related technical materials, data, or documentation developed, owned, or provided by the First Party to the Second Party for the purposes of review, consultancy, evaluation, and analysis under this Agreement, including any modifications, iterations, or updates thereto made or shared during the course of the Consultancy Services.

**"Deliverables"** means any technical reports, analyses, evaluations, design recommendations, optimisation suggestions, advisory notes, observations, or any other written, digital, or oral outputs provided or communicated by the Second Party to the First Party in the course of providing the Consultancy Services under this Agreement.

**"Work Product"** means all Deliverables, analyses, reports, data, technical observations, recommendations, designs, improvements, notes, documentation, and any other materials, information, or outputs created, prepared, or generated by the Second Party in the course of or as a result of providing the Consultancy Services under this Agreement.



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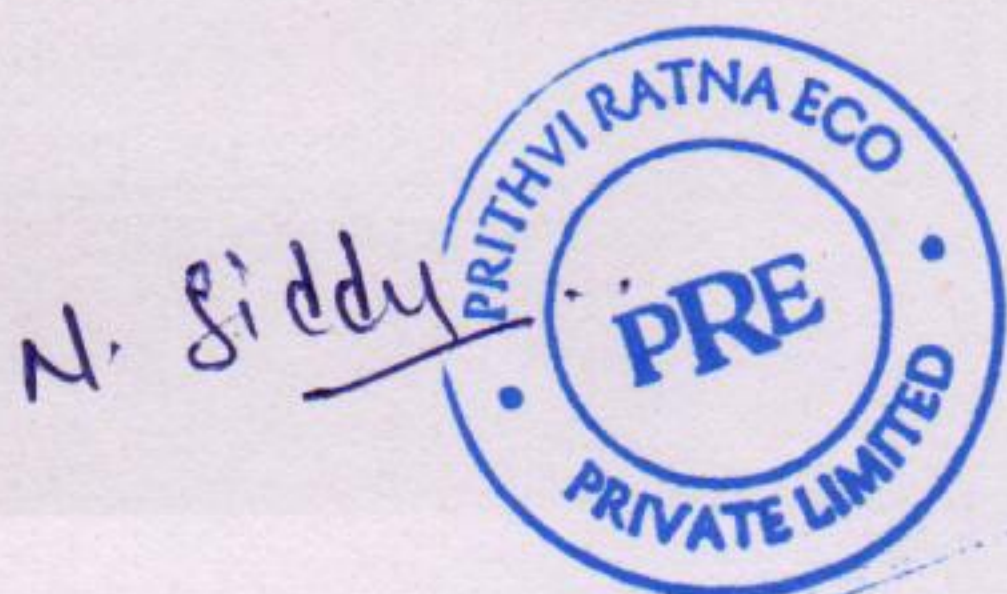
**"Effective Date"** means the date on which this Agreement is executed by both Parties.

**"Term"** means the duration of this Agreement as specified under Clause 9 of this Agreement.

## 2. Purpose and Objective of the Agreement

2.1. The purpose and objective of this Agreement is to establish a structured framework under which the Second Party shall provide Consultancy Services to the First Party in relation to the review, virtual analysis, evaluation, and technical assessment of the Designs developed and shared by the First Party. Through such Consultancy Services, the Second Party shall provide technical insights, recommendations, feasibility observations, and design optimization suggestions intended to enhance the efficiency, performance, manufacturability, durability, and overall functionality of the products being developed by the First Party.

2.2. The Consultancy Services shall be rendered by the Second Party through its Authorised Personnel, based on the Designs, technical materials, and other information shared by the First Party, and may result in the preparation or communication of Deliverables and Work Product as part of the consultancy process. The Parties acknowledge that the role of the Second Party under this Agreement shall be limited strictly to advisory and evaluative functions forming part of the Consultancy Services, and that the First Party shall retain sole responsibility for the



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engineering implementation, manufacturing, commercialization, and deployment of its products.

2.3. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, employment relationship, or co-development arrangement between the Parties, and the engagement of the Second Party shall remain strictly in the nature of an independent consultancy arrangement.

### 3. Appointment of Consultant

3.1. The First Party hereby appoints the Second Party as a technical consultant to provide the **Consultancy Services** described under this Agreement, and the Second Party hereby accepts such appointment and agrees to perform the Consultancy Services in accordance with the terms and conditions set forth herein.

3.2. The Parties acknowledge that the appointment of the Second Party under this Agreement is **limited strictly to the provision of Consultancy Services**, including the review, analysis, evaluation, and provision of advisory recommendations in relation to the Designs. Nothing contained in this Agreement shall be construed as granting the Second Party any authority to act on behalf of the First Party, bind the First Party in any manner, or participate in the engineering implementation, manufacturing, commercialisation, or deployment of the products developed by the First Party.

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3.3. The engagement of the Second Party under this Agreement shall be on a **non-exclusive basis**, and nothing contained herein shall restrict either Party from engaging in similar activities or entering into arrangements with other persons or entities, provided that such activities do not conflict with the obligations of confidentiality and other obligations under this Agreement.

#### 4. Scope of Consultancy Services

4.1. The Second Party shall provide the **Consultancy Services** to the First Party in relation to the **Designs** shared by the First Party from time to time during the **Term** of this Agreement. Such Consultancy Services shall include the review, virtual analysis, and technical evaluation of the Designs and related materials for the purpose of identifying potential improvements, assessing feasibility, and providing recommendations for design optimization.

4.2. In the course of providing the Consultancy Services, the Second Party may provide technical observations, recommendations, feasibility inputs, and advisory suggestions intended to improve the efficiency, performance, manufacturability, durability, or overall functionality of the Designs. The Second Party may communicate such observations and recommendations through meetings, consultations, written reports, technical comments, or other mutually agreed modes of interaction.

4.3. The Consultancy Services shall be performed through the **Authorised Personnel** of the Second Party who possess the relevant expertise



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required for the evaluation of the Designs. Any technical assessments, recommendations, analyses, or other outputs generated during the performance of the Consultancy Services shall constitute the **Deliverables** and **Work Product** under this Agreement.

4.4. The Parties acknowledge that the scope of the Consultancy Services under this Agreement shall remain limited to the technical review and advisory functions described herein, and any additional services beyond the agreed scope shall be undertaken only upon mutual written agreement between the Parties.

## 5. Consultancy Process / Deliverables

5.1. For the purpose of availing the **Consultancy Services**, the First Party may from time to time submit the **Designs** and any related technical materials, data, or documentation to the Second Party for review and evaluation. Upon receipt of such Designs or materials, the Second Party shall examine and assess the same through its **Authorised Personnel** and provide technical inputs, observations, or recommendations as part of the Consultancy Services.

5.2. The Consultancy Services may be carried out through consultations, virtual meetings, technical discussions, design review sessions, or any other mutually agreed mode of interaction between the Parties. The Second Party shall, based on its review and technical assessment, provide appropriate technical feedback, suggestions for improvement, feasibility observations, or design optimisation recommendations.

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5.3. Any analyses, technical comments, recommendations, reports, advisory notes, or other outputs prepared or communicated by the Second Party in the course of providing the Consultancy Services shall constitute the **Deliverables** and form part of the **Work Product** under this Agreement. Such Deliverables may be provided in written, electronic, or oral form as may be appropriate in the circumstances.

5.4. The Parties may mutually determine the timing, frequency, and format of consultations or review sessions required for the effective performance of the Consultancy Services, taking into consideration the nature and complexity of the Designs submitted by the First Party.


## 6. Obligations of the Second Party

6.1. The Second Party shall perform the **Consultancy Services** in a professional, diligent, and timely manner and shall ensure that such services are carried out through its **Authorised Personnel** possessing the appropriate qualifications, technical knowledge, and expertise required for the evaluation and analysis of the **Designs**.

6.2. The Second Party shall review and assess the Designs and any related materials provided by the First Party solely for the purpose of providing the **Consultancy Services**, and shall provide its technical observations, recommendations, and other **Deliverables** in good faith and based on its professional expertise and reasonable technical standards.

6.3. The Second Party shall ensure that its **Authorised Personnel** comply with the terms of this Agreement, including the obligations relating to

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**Confidential Information, Intellectual Property,** and any other applicable provisions. The Second Party shall take all reasonable measures to prevent any unauthorised disclosure, use, or dissemination of the Designs, Confidential Information, or any **Work Product** generated in connection with the Consultancy Services.

6.4. The Second Party shall not use the Designs, Confidential Information, Deliverables, or Work Product for any purpose other than the performance of the Consultancy Services under this Agreement, and shall not disclose the same to any third party except with the prior written consent of the First Party or as otherwise permitted under this Agreement. Without limiting the foregoing, the Second Party shall ensure that such materials are not used, reproduced, or incorporated in any academic, instructional, research, training, or similar activities except with the prior written approval of the First Party.

6.5. The Second Party shall promptly inform the First Party of any circumstance that may materially affect its ability to perform the Consultancy Services in accordance with this Agreement and shall reasonably cooperate with the First Party in addressing any issues arising in connection with the performance of the Consultancy Services.

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## 7. Obligations of the First Party

7.1. The First Party shall provide the Second Party with the **Designs**, technical drawings, specifications, data, documents, and any other relevant materials or information reasonably required for the proper performance of the **Consultancy Services** under this Agreement. The First Party shall ensure that such information and materials are shared in a timely manner to enable the Second Party to carry out the Consultancy Services effectively.

7.2. The First Party shall ensure that the information and materials provided to the Second Party are accurate and complete to the best of its knowledge and shall promptly provide any additional information, clarifications, or supporting documentation that may reasonably be required by the Second Party or its **Authorised Personnel** for the purpose of reviewing and evaluating the Designs.

7.3. The First Party shall reasonably cooperate with the Second Party and its **Authorised Personnel** in facilitating consultations, technical discussions, review sessions, or other interactions necessary for the effective performance of the Consultancy Services, and shall make reasonable efforts to ensure that appropriate representatives of the First Party are available to discuss technical queries or observations relating to the Designs.

7.4. The First Party shall review the **Deliverables** provided by the Second Party and may, where required, seek further explanations, clarifications, or additional advisory inputs relating to the analyses, observations, or recommendations forming part of such Deliverables.

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7.5. The First Party shall be responsible for making the final decisions regarding the engineering implementation, development, manufacturing, commercialisation, or deployment of its products based on the Designs and any recommendations provided by the Second Party, and shall make payment of the agreed consultancy fees to the Second Party in accordance with the terms and conditions specified under this Agreement.

## 8. Consultancy Fees and Payment Terms

8.1. In consideration of the Consultancy Services provided by the Second Party under this Agreement, the First Party shall pay the Second Party a consultancy fee as mutually agreed by both Parties in writing for each consultation or design review session.

8.2. The Second Party shall raise an invoice for the Consultancy Services after the completion of the relevant consultation or upon providing the corresponding **Deliverables**, and such invoice shall contain reasonable details of the services rendered. The First Party shall make payment of the undisputed amount of such invoice within **fifteen (15) days** from the date of receipt of the invoice.

8.3. The consultancy fee payable under this Agreement shall be limited to the Consultancy Services actually rendered by the Second Party and accepted by the First Party. The First Party shall not be liable to make payment for any services that fall outside the agreed **Scope of Consultancy Services**, unless such additional services have been expressly requested or approved in writing by the First Party.

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8.4. All payments under this Agreement shall be made through lawful banking channels in accordance with applicable laws. Any applicable taxes required to be deducted at source under law shall be deducted by the First Party at the time of payment and the appropriate tax deduction certificates shall be issued to the Second Party in accordance with applicable law.

8.5. Unless otherwise expressly agreed in writing by the First Party, the consultancy fee payable under this Agreement shall be deemed to be inclusive of all costs and expenses incurred by the Second Party in connection with the performance of the Consultancy Services, and no additional reimbursement shall be claimed by the Second Party.

## 9. Term of the Agreement

9.1. This Agreement shall come into force on the **Effective Date** and shall remain valid for a period of **five (5) years** from the Effective Date, unless terminated earlier in accordance with the provisions of this Agreement.

9.2. During the **Term**, the Second Party shall provide the **Consultancy Services** to the First Party as and when requested by the First Party in relation to the **Designs** submitted from time to time. The timing and frequency of such consultations shall be determined based on the requirements of the First Party and the mutual availability of the Parties.

9.3. The Parties may mutually review the progress and effectiveness of the Consultancy Services during the Term and may extend or renew the

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duration of this Agreement upon mutual written agreement prior to the expiry of the Term.

9.4. Notwithstanding the expiry or termination of this Agreement, any provisions which by their nature are intended to survive, including but not limited to provisions relating to **Confidential Information, Intellectual Property, Work Product**, and any accrued payment obligations, shall continue to remain in force in accordance with the terms of this Agreement.

## 10. Confidentiality and Non-Disclosure

10.1. The Parties acknowledge that, in the course of performing their respective obligations under this Agreement, each Party may receive or have access to **Confidential Information** belonging to the other Party. Each Party agrees that it shall maintain the confidentiality of such Confidential Information and shall not disclose, publish, reproduce, or otherwise make available such information to any third party except as permitted under this Agreement or with the prior written consent of the other Party.

10.2. The Second Party shall use the **Confidential Information**, including the **Designs**, solely for the purpose of performing the **Consultancy Services** under this Agreement and shall ensure that access to such information is limited only to its **Authorised Personnel** who reasonably require such access for the performance of the Consultancy Services. The Second Party shall ensure that its Authorised Personnel are made aware



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of and comply with the confidentiality obligations contained in this Agreement and that appropriate measures are taken to preserve the confidentiality and proprietary nature of the information shared.

10.3. The Parties further acknowledge that the **Confidential Information** and the **Intellectual Property** embodied in or relating to the Designs and any related materials constitute valuable proprietary assets. Accordingly, neither Party shall use, disclose, reproduce, or permit the use or disclosure of such Confidential Information or Intellectual Property except as necessary for the performance of the Consultancy Services under this Agreement or with the prior written consent of the other Party.

10.4. Each Party shall take reasonable care to safeguard the Confidential Information received from the other Party against any unauthorised access, use, or disclosure. In the event that any Confidential Information is required to be disclosed pursuant to any applicable law, regulation, or order of a competent authority, the Party required to make such disclosure shall, to the extent reasonably practicable, provide prior notice to the other Party so that appropriate protective measures may be considered. Likewise, if any inadvertent or unintended disclosure of Confidential Information occurs, the receiving Party shall promptly notify the disclosing Party and cooperate in taking reasonable steps to mitigate the effects of such disclosure.

10.5. The obligations of confidentiality under this Clause shall remain in force during the **Term** of this Agreement and shall continue for a period of **five (5) years** following the expiration or termination of this



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Agreement, or for such longer period as may be required under applicable law.

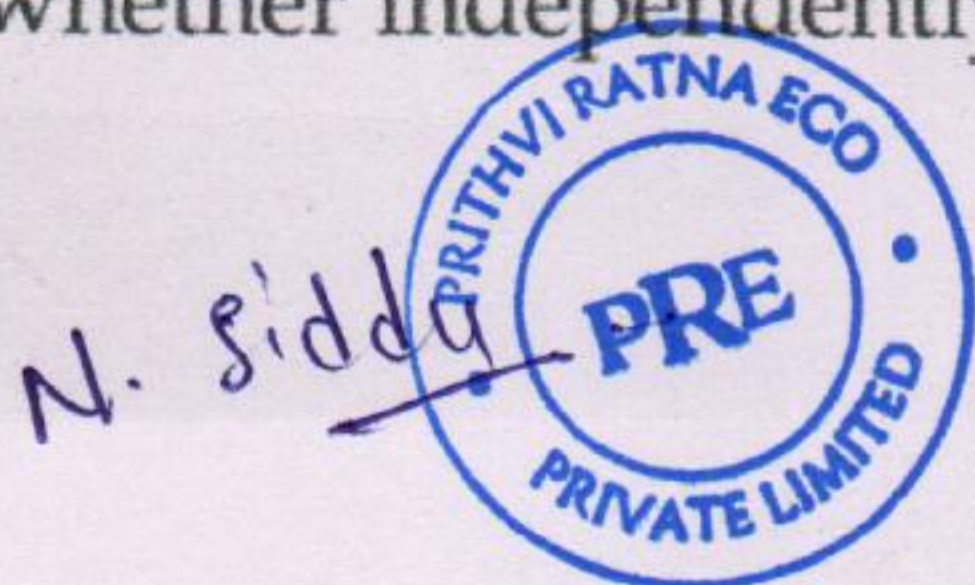
10.6. Nothing contained in this Clause shall apply to information that qualifies as excluded information under the definition of **Confidential Information** set forth in this Agreement.

## 11. Intellectual Property Rights and Assignment

11.1. The Parties acknowledge that all **Background Intellectual Property** belonging to either Party shall remain the sole and exclusive property of the respective Party owning such Intellectual Property, and nothing contained in this Agreement shall be construed as transferring, licensing, or assigning any rights in such Background Intellectual Property except to the limited extent necessary for the performance of the **Consultancy Services**.

11.2. The Parties further acknowledge that all **Designs** provided by the First Party and any related materials or information shared by the First Party in connection with the Consultancy Services shall remain the exclusive property of the First Party. The Second Party shall not acquire any ownership, title, or interest in such Designs or related Intellectual Property by virtue of this Agreement or the performance of the Consultancy Services.

11.3. All **Foreground Intellectual Property** and **Work Product** created, conceived, developed, discovered, or generated by the Second Party, whether independently or jointly with the First Party, in the course of or



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as a result of the performance of the **Consultancy Services**, including any improvements, modifications, or enhancements relating to the Designs, shall vest solely and exclusively in the First Party.

11.4. To the extent that any rights, title, or interest in such Foreground Intellectual Property or Work Product may, by operation of law or otherwise, vest initially in the Second Party or its **Authorised Personnel**, the Second Party hereby irrevocably assigns and agrees to assign to the First Party all such rights, title, and interest in and to such Foreground Intellectual Property and Work Product without any further consideration other than the consultancy fees payable under this Agreement.

11.5. The Second Party shall, and shall ensure that its Authorised Personnel shall, execute such documents and take such actions as may reasonably be required by the First Party to give effect to the assignment of the Foreground Intellectual Property and Work Product to the First Party and to enable the First Party to apply for, obtain, maintain, or enforce any rights relating to such Intellectual Property.

11.6. Except as expressly permitted under this Agreement, the Second Party shall not use, reproduce, disclose, license, publish, or otherwise exploit the **Designs**, Foreground Intellectual Property, Deliverables, or Work Product for any purpose other than the performance of the Consultancy Services without the prior written consent of the First Party.



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## 12. Ownership of Improvements and Developments

12.1. The Parties acknowledge that the **Designs** and related materials shared by the First Party form part of the First Party's proprietary assets and **Background Intellectual Property**. Accordingly, any improvements, modifications, refinements, adaptations, enhancements, or developments relating to the Designs that arise in the course of or as a result of the performance of the **Consultancy Services** shall be treated as **Foreground Intellectual Property**.

12.2. All such improvements, modifications, refinements, or developments, including any associated **Deliverables** or **Work Product**, whether conceived, suggested, or generated by the Second Party or its **Authorised Personnel**, either independently or in collaboration with the First Party, shall vest solely and exclusively in the First Party.

12.3. The Second Party shall not claim any ownership, title, or interest in such improvements or developments and shall ensure that its Authorised Personnel do not assert any such rights. To the extent that any rights in such improvements or developments may vest in the Second Party or its Authorised Personnel by operation of law, the Second Party hereby agrees that such rights shall be deemed to stand assigned to the First Party in accordance with the provisions relating to **Intellectual Property Rights and Assignment** under this Agreement.

12.4. The Second Party shall, and shall ensure that its Authorised Personnel shall, provide reasonable assistance and execute such



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documents as may be required to enable the First Party to secure, maintain, or enforce any rights relating to such improvements or developments.


### 13. Restrictions on Use, Publication, and Conflict of Interest

13.1. The Second Party acknowledges that the **Designs, Confidential Information, Deliverables, Work Product**, and any **Intellectual Property** or materials shared or generated in connection with the **Consultancy Services** constitute proprietary information of the First Party. Accordingly, the Second Party shall not publish, disclose, present, reproduce, or otherwise make available such materials in any form, including but not limited to academic publications, research papers, conferences, seminars, instructional materials, or similar forums, without the prior written consent of the First Party.

13.2. The Second Party shall further ensure that such information or materials are not incorporated into academic, research, training, or instructional activities conducted by the Second Party or its **Authorised Personnel**, except where the First Party has provided its prior written approval.

13.3 During the **Term** of this Agreement, the Second Party shall act in good faith and shall avoid engaging in any activity that may give rise to a conflict of interest with the obligations undertaken under this Agreement. In particular, the Second Party shall not knowingly provide consultancy or advisory services to any third party in relation to the same

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**Designs, technologies, or subject matter** where such engagement would involve the use or disclosure of the **Confidential Information, Work Product, or other proprietary information** of the First Party.

13.4. The Second Party further agrees that, during the Term of this Agreement and for a reasonable period thereafter, it shall not directly solicit or induce any employee, consultant, or key personnel of the First Party to terminate their engagement with the First Party for the purpose of offering employment, consultancy, or similar engagement, without the prior written consent of the First Party.

#### 14. Representations and Warranties

14.1. Each Party hereby represents and warrants to the other that it has the full power, authority, and legal capacity to enter into and perform its obligations under this Agreement and that the execution and performance of this Agreement have been duly Authorised by all necessary actions.

14.2. Each Party further represents that the execution, delivery, and performance of this Agreement do not and will not violate any applicable law, regulation, contractual obligation, or other arrangement to which it is a party or by which it may be bound.

14.3. The Second Party represents and warrants that the **Consultancy Services** under this Agreement shall be performed through its



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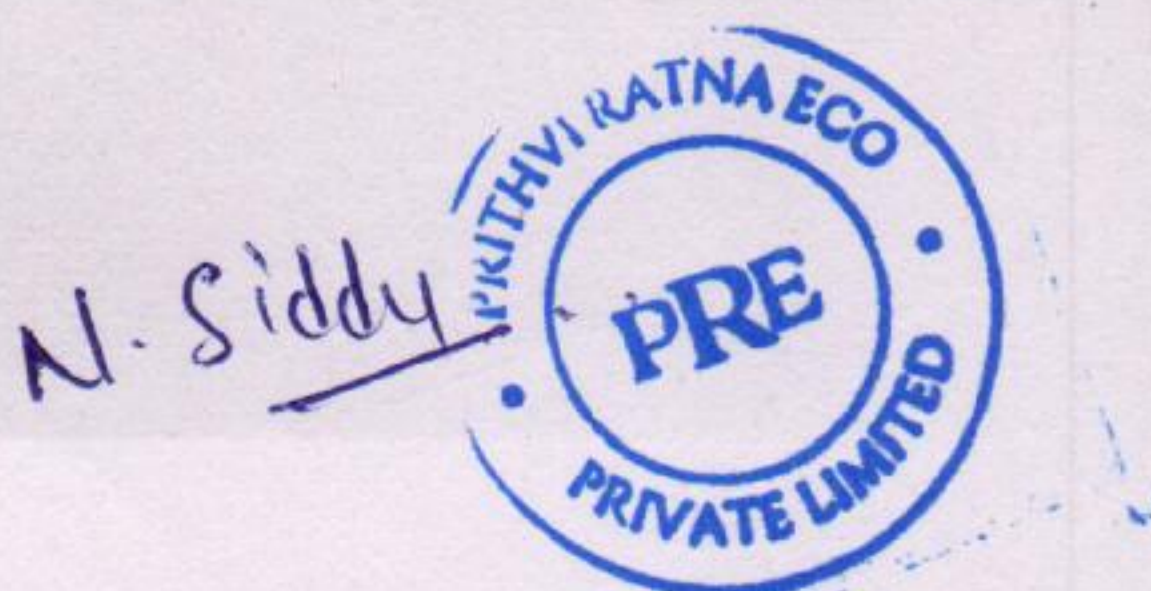
**Authorised Personnel** who possess the appropriate qualifications, experience, and technical expertise required for the evaluation and analysis of the **Designs** and the preparation of the **Deliverables**.

14.4. The Second Party further represents that the performance of the Consultancy Services and the provision of any **Deliverables** or **Work Product** under this Agreement shall not knowingly infringe upon or violate the intellectual property rights or other proprietary rights of any third party.

14.5. Each Party also represents that it shall perform its obligations under this Agreement in good faith and in accordance with the terms and conditions set forth herein. Any information, materials, or documentation provided by either Party to the other in connection with the performance of this Agreement shall, to the best of its knowledge, be accurate and provided in good faith for the purposes contemplated under this Agreement.

## 15. Indemnity

15.1. The Second Party shall indemnify, defend, and hold harmless the First Party, its directors, officers, employees, and representatives from and against any losses, damages, liabilities, claims, costs, or expenses (including reasonable legal expenses) arising out of or in connection with (i) any breach of the obligations of the Second Party under this Agreement, including obligations relating to **Confidential Information**, **Intellectual Property**, or the use of the **Designs**, (ii) any negligence, wilful



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misconduct, or omission on the part of the Second Party or its **Authorised Personnel** in the performance of the **Consultancy Services**, or (iii) any claim by a third party alleging that the **Deliverables, Work Product**, or other materials provided by the Second Party infringe the intellectual property rights or other proprietary rights of such third party.

15.2. The First Party shall indemnify and hold harmless the Second Party and its Authorised Personnel from and against any losses, damages, liabilities, claims, costs, or expenses arising out of or in connection with the use, implementation, manufacturing, commercialization, or deployment by the First Party of any product, system, or process based on the **Designs, Deliverables, or Work Product**, except to the extent that such claims arise directly from the breach of obligations, negligence, or wilful misconduct of the Second Party under this Agreement.

15.3. A Party seeking indemnification under this Clause shall promptly notify the other Party of any claim or circumstance giving rise to such indemnification and shall reasonably cooperate with the indemnifying Party in the defence or settlement of such claim. The indemnifying Party shall have the right to control the defence and settlement of any such claim, provided that no settlement affecting the rights or obligations of the indemnified Party shall be entered into without its prior written consent, which shall not be unreasonably withheld.



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## 16. Limitation of Liability

16.1. Except in cases of wilful misconduct, fraud, or a material breach of obligations relating to **Confidential Information** or **Intellectual Property**, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business opportunities, or loss of anticipated savings arising out of or in connection with this Agreement.

16.2. The Parties acknowledge that the **Consultancy Services** provided by the Second Party are advisory in nature and that the final decisions relating to the implementation, development, manufacturing, or commercialization of any products based on the **Designs, Deliverables, or Work Product** shall remain solely with the First Party.

16.3. To the extent permitted under applicable law, the total aggregate liability of the Second Party arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total consultancy fees actually paid by the First Party to the Second Party under this Agreement.

16.4. Nothing contained in this Clause shall limit or exclude liability to the extent such limitation or exclusion is not permitted under applicable law.

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## 17. Termination of the Agreement

17.1. Either Party may terminate this Agreement by providing **thirty (30) days' prior written notice** to the other Party, without assigning any reason, provided that such termination shall not affect any rights or obligations of the Parties that have accrued prior to the effective date of termination.

17.2. Notwithstanding the above, either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a **material breach** of any provision of this Agreement and fails to remedy such breach within **fifteen (15) days** from the date of receipt of written notice requiring the breach to be remedied. The First Party shall also have the right to terminate this Agreement immediately if the Second Party or any of its **Authorised Personnel** engages in fraud, misconduct, unAuthorised disclosure or misuse of **Confidential Information**, or any act that materially affects the interests or reputation of the First Party.

17.3. Upon termination or expiry of this Agreement for any reason, the Parties shall promptly discontinue the performance of any further **Consultancy Services**, except for activities that may reasonably be required to conclude any ongoing consultation or to complete pending **Deliverables**, if mutually agreed between the Parties.

17.4. The Second Party shall promptly return to the First Party, or securely destroy at the request of the First Party, all **Confidential Information**, **Designs**, documents, data, materials, and any other property belonging to the First Party that may be in the possession or control of the Second

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Party or its **Authorised Personnel**, except to the extent that retention is required under applicable law.

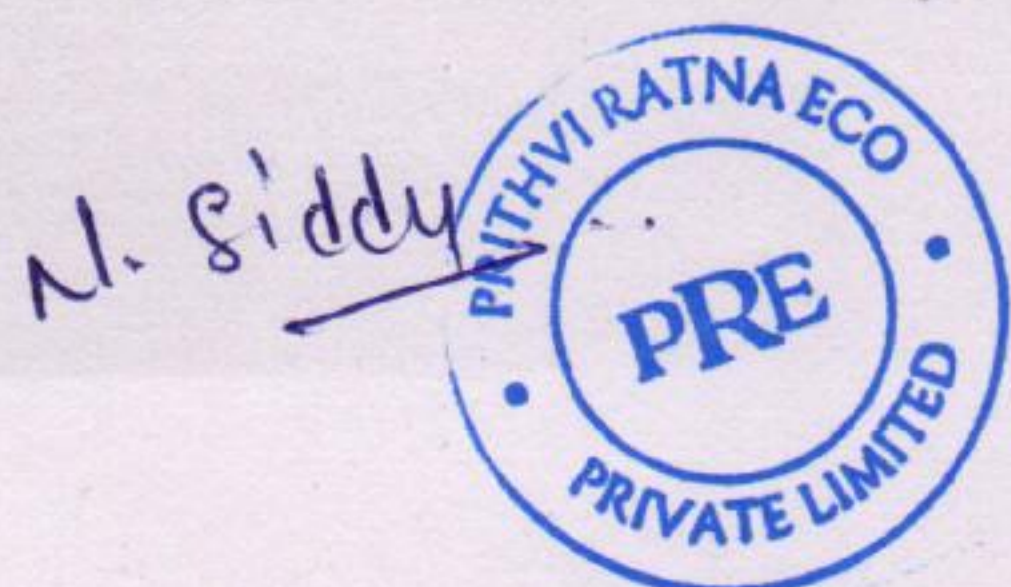
17.5. Any **Deliverables, Work Product, Foreground Intellectual Property**, or other materials created or generated in connection with the **Consultancy Services** prior to the effective date of termination shall continue to be governed by the provisions relating to **Intellectual Property Rights and Assignment and Ownership of Improvements and Developments** under this Agreement.

17.6. Termination of this Agreement shall not relieve either Party of any obligations that have accrued prior to the date of termination, including the obligation of the First Party to pay any consultancy fees for **Consultancy Services** duly performed prior to such termination.

17.7. The provisions of this Agreement which by their nature are intended to survive termination, including but not limited to provisions relating to **Confidentiality, Intellectual Property, Indemnity, Limitation of Liability**, and any other provisions necessary to give effect to the rights and obligations of the Parties, shall continue to remain in full force and effect notwithstanding the termination or expiry of this Agreement.

## 18. Force Majeure

18.1. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events or circumstances beyond the reasonable control of the affected Party, including but not limited to acts of God, natural



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disasters, fire, flood, earthquakes, pandemics, epidemics, war, civil unrest, strikes, lockouts, governmental actions, changes in law, or any other events of a similar nature ("**Force Majeure Event**").

18.2. The Party affected by a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of such event and shall make reasonable efforts to mitigate the effects of the Force Majeure Event and resume the performance of its obligations as soon as reasonably practicable.

18.3. During the continuance of the Force Majeure Event, the obligations of the affected Party under this Agreement shall be suspended to the extent and for the duration that such performance is prevented or delayed by the Force Majeure Event.

18.4. If the Force Majeure Event continues for a period exceeding **sixty (60) days**, either Party may, after consultation with the other Party, terminate this Agreement by providing written notice, without any liability arising from such termination, except for obligations that accrued prior to the occurrence of the Force Majeure Event or those that are intended to survive termination.

## **19. Dispute Resolution**

19.1. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its interpretation, validity, implementation, performance, or termination, the Parties shall first endeavour to resolve such dispute amicably through

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good faith negotiations and mutual consultation between their respective Authorised representatives.

19.2. If the Parties are unable to resolve the dispute through such discussions within **thirty (30) days** from the date on which either Party has notified the other Party of the existence of the dispute, either Party shall be entitled to seek appropriate legal remedies in accordance with applicable law.

19.3. This Agreement shall be **governed by and construed in accordance with the laws of India as amended from time to time**, and the Parties agree that the **courts in Telangana** shall have exclusive jurisdiction over any dispute, controversy, or claim arising out of or in connection with this Agreement.

19.4. Nothing contained in this Clause shall prevent either Party from seeking interim or injunctive relief from a court of competent jurisdiction where such relief is necessary to protect its rights or interests pending the final resolution of the dispute.

## 20. Notices

20.1. Any notice, communication, or other correspondence required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by hand, sent by registered post, courier service, or transmitted by electronic mail to the addresses of the respective Parties specified below, or to such other



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address as either Party may designate by written notice to the other Party from time to time.

**For the First Party:**

Prithvi Ratna Eco Private Limited

8-449, Opp. Srinivasa Theatre,

Main Road, Mancherial, Patha Mancherial,

Adilabad - 504208, Telangana, India

Telephone: +91 83282 22498

Email: [dhaanyagunah@gmail.com](mailto:dhaanyagunah@gmail.com), [info@dhaanyagunah.com](mailto:info@dhaanyagunah.com)

**For the Second Party:**

Chaitanya Bharathi Institute of Technology (CBIT)

Osman Sagar Road, Kokapet, Gandipet,

Hyderabad - 500075, Telangana, India

Attention: The Principal

Email: [principal@cbit.ac.in](mailto:principal@cbit.ac.in), [hod\\_mech@cbit.ac.in](mailto:hod_mech@cbit.ac.in)

20.2. Any notice shall be deemed to have been received (i) if delivered by hand, at the time of delivery, (ii) if sent by registered post or courier, on the date of delivery as evidenced by the delivery receipt, or (iii) if sent by electronic mail, on the date of transmission provided that no delivery failure notification is received by the sender.

**21. Amendment**

21.1. This Agreement may be amended, modified, supplemented, or varied only by a **written instrument** expressly stating the intention of the

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Parties to amend or modify this Agreement and **signed by the duly Authorised representatives of both Parties.**

21.2. Any proposal for amendment or modification of the terms of this Agreement shall be communicated in writing by the Party seeking such amendment to the other Party, clearly specifying the proposed changes and the reasons for such amendment. The Parties shall thereafter consult with each other in good faith to consider the proposed amendment and may mutually agree upon such changes as they deem appropriate.

21.3. Any amendment or modification agreed upon by the Parties shall be recorded in writing, either by way of a formal **amendment agreement, addendum, or supplementary memorandum**, and shall form an integral part of this Agreement from the date specified therein. Unless expressly stated otherwise in such amendment, all other terms and conditions of this Agreement shall continue to remain in full force and effect.

21.4. No oral agreement, course of conduct, or exchange of correspondence between the Parties shall be deemed to amend or modify this Agreement unless such amendment or modification is formally documented and executed in accordance with the provisions of this Clause.



T. Chowry

## 22. Assignment

22.1. The Second Party shall not assign, transfer, delegate, subcontract, or otherwise dispose of any of its rights or obligations under this Agreement, in whole or in part, to any third party without the **prior written consent of the First Party**, which consent shall not be unreasonably withheld where such assignment does not adversely affect the interests of the First Party.

22.2. Notwithstanding the above, the Second Party may engage its **Authorised Personnel** for the limited purpose of performing the **Consultancy Services**, provided that the Second Party shall remain fully responsible for the acts, omissions, and performance of such Authorised Personnel and shall ensure that they comply with the terms and conditions of this Agreement.

22.3. The First Party shall be entitled to assign or transfer this Agreement, in whole or in part, to any of its **affiliates, successors, or permitted assigns**, or in connection with any merger, acquisition, restructuring, or transfer of its business relating to the **Designs** or the subject matter of this Agreement, upon providing written notice to the Second Party.

22.4. Any assignment or transfer made in violation of the provisions of this Clause shall be **null and void** and shall not relieve the assigning Party of its obligations under this Agreement.



T. Chowdhury

## 23. Severability

23.1. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

23.2. In such event, the Parties shall endeavour in good faith to replace the invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent and commercial purpose of the Parties as expressed in this Agreement.

23.3. The remaining provisions of this Agreement shall continue to remain in full force and effect and shall be interpreted so as to give maximum effect to the intent of the Parties.



G. Charley

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MEMORANDUM TO BE EXECUTED THROUGH THEIR AUTHORISED REPRESENTATIVES on the 25<sup>th</sup> day of March and year 2026 first hereinabove written.



Prithvi Ratna Eco Private Limited,  
Rep. by its Director  
Neela Siddartha  
Alumni of CBIT (2025)

*C.V.N.*  
Chaitanya Bharati Institute of Technology  
Rep. by its Principal  
Dr. C. V. Narasimhulu



1.

*C. Choudhary*  
Director - Incubation & Innovation  
R&E Hub, CBIT(A)  
Gandipet, Hyderabad-500075  
*Dr. Ch. Indira Priyadarshini*

2.

3.

*G. Sreeman  
Narayana*  
*G. Sreeman Narayana*

4.

*M. Sai Vardhan*  
*M. Sai Vardhan*