# **MASTER SERVICES AGREEMENT (Website Development & Maintenance)**

**Date:** 24 August 2025  
**Place:** New Delhi, India

**Between**

1. **Aarav Tech Solutions Private Limited**, CIN: U12345DL2020PTC000111, having its registered office at **B-17, Sector 5, Noida, Uttar Pradesh – 201301**, India (hereinafter “**Service Provider**”),  
   **AND**
2. **Shree Mahadev Retail LLP**, LLPIN: AAX-9876, having its principal place of business at **Shop 12, Kalyan Complex, Laxmi Nagar, New Delhi – 110092**, India (hereinafter “**Client**”).

The Service Provider and Client are collectively the “**Parties**” and individually a “**Party**”.

## **1. Scope of Work**

1.1 The Service Provider shall design, develop, and deploy an **e-commerce website** and **admin panel** for the Client, including:  
 (a) Product catalog, cart, checkout, order management, GST invoicing;  
 (b) Payment gateway integration (Razorpay/UPI);  
 (c) Admin panel (inventory, pricing, discount coupons);  
 (d) Basic SEO, analytics integration (GA4), and email/SMS notifications.

1.2 **Timeline:** 12 weeks from Effective Date, subject to timely inputs from Client.  
 1.3 **Deliverables:** Source code, build artifacts, deployment scripts, configuration documentation, and a handover guide.  
 1.4 **Out of Scope / Change Requests:** Any features not listed in Clause 1.1 shall be treated as change requests and billed per Clause 4.4.

## **2. Term**

This Agreement becomes effective on the date above and continues until completion of the project and any subscribed maintenance term, unless terminated earlier per Clause 11.

## **3. Fees & Payments**

3.1 **Fixed Project Fee:** **₹4,50,000** (Rupees Four Lakh Fifty Thousand) **+ applicable GST**.  
 3.2 **Payment Milestones:**

* 40% (₹1,80,000 + GST) on project kick-off;
* 30% (₹1,35,000 + GST) on staging delivery of core flows;
* 20% (₹90,000 + GST) on UAT sign-off;
* 10% (₹45,000 + GST) on production go-live.

3.3 **Maintenance Retainer (optional):** **₹25,000/month + GST** for 12 months (post warranty) covering bug fixes, minor enhancements (≤ 8 hours/month), and SLA in Annexure C. Auto-renews yearly unless either Party gives 30 days’ notice.  
 3.4 **TDS:** Client may deduct TDS as per law and shall provide TDS certificates within statutory timelines.  
 3.5 **Late Payment:** Invoices are due **within 15 days**. Overdue amounts attract **1.5% per month** interest until paid.  
 3.6 **Expenses:** Pre-approved out-of-pocket expenses (if any) are reimbursable at actuals against receipts.  
 3.7 **Hosting & Third-Party Costs:** Domain, hosting, SMS/email gateways, payment gateway fees are borne by Client.

## **4. Changes, Acceptance & Warranty**

4.1 **Change Requests:** Billed at **₹1,800/hour + GST**, with prior written approval.  
 4.2 **Acceptance:** A deliverable is deemed accepted upon Client’s written sign-off or if no material defects are reported within **7 days** of delivery.  
 4.3 **Warranty:** **60 days** from go-live for defect fixes on delivered features (no charge). Excludes new features, third-party failures, or environment changes.  
 4.4 **Rollbacks:** If Client requests rollback of accepted features, it will be treated as a new change request.

## **5. Intellectual Property**

5.1 **Transfer on Payment:** Upon full and final payment of the Fixed Project Fee, the **IP in project-specific deliverables** (code, UI assets created for Client) transfers to Client.  
 5.2 **Pre-Existing IP & Libraries:** Service Provider retains all rights in pre-existing tools, frameworks, scripts, and generic libraries; a **non-exclusive, perpetual license** to use such embedded items is granted to Client.  
 5.3 **Open Source:** OSS components will be used in accordance with their licenses; license attributions shall be shared.

## **6. Confidentiality & Data Protection**

6.1 Each Party shall keep the other’s **Confidential Information** secret and use it only for performing this Agreement.  
 6.2 The Parties will follow reasonable security practices and comply with applicable Indian data protection laws for any personal data processed.  
 6.3 Confidentiality survives for **3 years** post-termination.

## **7. Compliance**

The Parties shall comply with applicable laws, including **GST**, IT Act, and sectoral guidelines. The Service Provider will not process prohibited content or illegal data.

## **8. Warranties & Disclaimers**

8.1 Service Provider warrants that (a) work will be performed in a professional manner; (b) no malware or malicious code will be introduced.  
 8.2 Except as expressly stated, all other warranties are disclaimed to the fullest extent permitted by law, including implied warranties of merchantability or fitness.

## **9. Indemnity**

9.1 The Service Provider shall indemnify Client against third-party claims alleging **IP infringement** by deliverables created solely by the Service Provider, provided Client promptly notifies and allows the Service Provider to defend.  
 9.2 The foregoing does not apply to Client-provided materials, Client’s modifications, or use outside agreed scope.

## **10. Limitation of Liability**

To the maximum extent permitted by law, a Party’s aggregate liability under this Agreement is **capped at the fees paid or payable by Client to Service Provider in the 12 months preceding the claim**. No Party is liable for indirect, incidental, or consequential damages (loss of profit, revenue, or data).

## **11. Termination**

11.1 **For Convenience:** Either Party may terminate with **30 days’ written notice**.  
 11.2 **For Cause:** Immediate termination for material breach not cured within **15 days** of notice, or for insolvency/illegality.  
 11.3 **Effect:** Client pays for work performed up to termination (including approved change requests). Each Party returns or securely destroys the other’s Confidential Information.

## **12. Non-Solicitation**

During the project and for **6 months** thereafter, neither Party shall directly solicit for employment the other Party’s personnel materially involved in the project, except through general advertisements.

## **13. Dispute Resolution & Governing Law**

13.1 Disputes shall be resolved by **arbitration** under the Arbitration and Conciliation Act, 1996, by a **sole arbitrator** appointed mutually. **Seat:** New Delhi.  
 13.2 This Agreement is governed by the **laws of India**, and courts at **New Delhi** have exclusive jurisdiction for interim relief.

## **14. Miscellaneous**

14.1 **Force Majeure:** Neither Party is liable for delays due to events beyond reasonable control.  
 14.2 **Assignment:** Neither Party may assign without written consent, except to an affiliate or in a merger/reorganization.  
 14.3 **Notices:** Sent to the addresses stated above (or updated in writing) via email + courier.  
 14.4 **Entire Agreement:** Includes Annexures; supersedes prior understandings on the subject. Any amendment must be in writing and signed by both Parties.

### **ANNEXURE A — Detailed Scope & Tech Stack**

* **Frontend:** React + TypeScript, responsive UI, accessibility basics.
* **Backend:** Node.js/Express APIs (or Firebase Functions), REST endpoints, JWT/Firebase Auth.
* **Database:** Firestore/RTDB as per Client infra; product, orders, users.
* **Integrations:** Razorpay, SMS/email gateway, GA4, basic SEO.
* **Deliverables:** Source code (Git repo), CI/CD pipeline scripts, infra docs, admin manual, test cases, API specs.

### **ANNEXURE B — Milestones & Acceptance**

* **M1 (Week 4):** Wireframes, UI kit, API contracts → **30% complete**
* **M2 (Week 8):** Core e-commerce flows on staging → **70% complete**
* **M3 (Week 10):** UAT build with payment & emails → **90% complete**
* **M4 (Week 12):** Production go-live, handover docs → **100% complete  
  Acceptance:** See Clause 4.2.

### **ANNEXURE C — Support & SLA (for Retainer)**

* **Support Window:** Mon–Sat, 10:00–19:00 IST (excluding national holidays).
* **Severities & Targets:**
  + **P1 (Production down):** Response 2h, Workaround 8h, Fix 24h
  + **P2 (Critical feature broken):** Response 4h, Fix 2 business days
  + **P3 (Minor bug/UI):** Response 1 business day, Fix in next release
* **Uptime:** If hosting is managed by Client/third-party, uptime obligations exclude infra/provider outages.
* **Exclusions:** New features, major redesigns, third-party failures, or issues caused by Client environment changes.

### **ANNEXURE D — Invoicing & Bank Details**

* **Billing Entity:** Aarav Tech Solutions Private Limited
* **GSTIN:** 07ABCDE1234F1Z5
* **Bank:** HDFC Bank, Branch: Noida Sector 18
* **A/c No.:** 12345678901234
* **IFSC:** HDFC0000123
* **UPI:** aaravtech@hdfcbank

### **SIGNATURES**

For **Aarav Tech Solutions Private Limited** Name: **Aarav Mehta** Title: Director  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For **Shree Mahadev Retail LLP** Name: **Priya Sharma** Title: Designated Partner  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnesses:

1. **Rohit Verma**, New Delhi — Signature: \_\_\_\_\_\_\_\_\_\_
2. **Neha Gupta**, Noida — Signature: \_\_\_\_\_\_\_\_\_\_