**PROFESSIONAL SERVICES ENGAGEMENT CONTRACT/AGREEMENT**

This Professional Services Engagement Contract/Agreement (This“Contract/Agreement”) is made and entered into as of the **05THDAY OF DECEMBER, 2024** by and between the

Ms. **Bhura Consultancy** Constituted as **Partnership** Firm under the Provisions of the **Partnership Act 1932** having its principal place of business situated at **1001, 1st Floor, Shrinath Complex, Opp. Dream Honda Show Room, Udhna Main Road, Udhna, Surat - 394210 Gujarat** represented by its authorised partner(s) individually/severally.

Herein after termed as Service Provider / Consultant

**Bhura Consultancy**

PAN : **AARFB6705G**

GST : **24AARFB6705G1ZG**

AND

**ABC,PQR & XYZ** **PROPRIETOR/PARTNERS** of  **PRIYANKA TEXTILES** having its Principal Place of Business Situated at

**PLOT NO.0000,ABC TEXTILE PARK,SACHIN,SURAT.**

Herein after termed as Service Receiver having

PAN :  **AAKFP6152E**

GST :  **24AAKFP6152E1ZC**

**WHEREAS**,  **BHAVESH BHAI** wishes to obtain the professional services from the Service Provider **“BHURA CONSULTANCY”** to execute the below mentioned work (As per Table – A) for his **TEXTILE** manufacturing project (Details of project As per Table – B)

**Table - A**

|  |  |
| --- | --- |
| **Sr. No.** | **Consulting Work To be done For** |
| 01 | **SG: AATMANIRBHAR-2024** |
| 02 | **CURRENTLY POLICY FROM CENTRAL GOVN. IS NOT RUNNING FOR TEXTILE INDUSTRY.SO WHENEVER NEW POLICY WILL DECLARED,WE WILL DO APPLY ANY ONE POLICY UNDER GOI.** |

**Table - B**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 01 | **Project Name** | PRIYANKA TEXTILES | | |
| 02 | **Regd. Office Address** | PLOT NO.1473,LAXMI TEXTILE PARK,SACHIN,SURAT | | |
| 03 | **Factory Address** | PLOT NO.1473,LAXMI TEXTILE PARK,SACHIN,SURAT | | |
| 04 | **Contact Person (1)** | **Designation** | | **Contact Number** |
| BHANUBHAI S VIRANI | PROPRIETOR/PARTNER | |  |
| 05 | **Contact Person (2)** | **Designation** | | **Contact Number** |
| SHAILESHBHAI GORDHANBHAI GONDALIYA | PROPRIETOR/PARTNER | |  |
| 06 | **Contact Person (3)** | **Designation** | | **Contact Number** |
| BHAVESH VIRANI | (FOR DOCUMENT) | | 1234567890 |
| 07 | **Email ID\*** | **Land line no.** | | **Fax No.** |
|  | **-** | | **-** |
| 08 | **Bank Name** | | **Branch Name** | |
| ABC BANK | | BHESTAN | |
| 09 | **Loan Sanction Date** | | **Sanctioned Loan Amount (In Lakh)** | |
| 02.12.2024 | | 12.34 | |

And

**WHEREAS**, Service Provider is having the required qualification, knowledge, skill and professional capabilities to perform for such services for the Service receiver.

**THEREFORE**, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **SERVICES**

Bhura Consultancy is hereby appointed by the  **BHAVESH BHAI** and **Bhura Consultancy** agrees to provide the services set forth as under **Clause 1.1 (AS PER THE REQUIREMENT AND APPLICABLE TO THE SERVICE RECEIVER)** hereto and incorporated herein by this reference (the “Services”). Services shall be performed in accordance with the timeline set forth in applicable Act, or any supplemental schedule prepared by Bhura Consultancy.

**Bhura Consultancy** covenants that they shall follow the highest professional standards in performing the work and services required hereunder. Bhura Consultancy undertakes to perform other services (if comes under the portfolio) as requested by the Service Receiver from time to time.

**SERVICES PROVIDED BY BHURA CONSULTANCY**

Bhura Consultancy will be doing the Paper Follow up from Service Receiver which is required to execute the above mentioned work. Based on the provided papers through service receiver, the analysis of the project will be done, application in the Prescribed formats of the govt. schemes (online / offline) will be filled and submitted in the concerned Govt. Dept. after getting done the sign stamp of the service receiver and its Bank Branch. Govt. Dept. follow-ups, Factory visit with Govt. officers, Getting done the report, sanction and till fund released will be performed by Bhura Consultancy. Service receiver has to provide the all information if asked by any govt. dept./Authority

The Service Receiver hereby agree and undertake, mention above service(s) as per his/her requirement to meet growing requirement of fund and other requirement to carry on their business in smooth manner and effectively.

1. **PROFESSIONAL FEE AND OTHER TERMS AND CONDITIONS**.

The Service Receiver agrees to pay Bhura Consultancy for Services in accordance with the terms of this Agreement which are as following.

1. Bhura Consultancy will charge the fees  **10%** of the receivable subsidy amount. Bhura Consultancy will charge the fees  **25000/-** of the Electric Duty Exemption.
2. The claim charges will be of **10000/-** or the percentage decided as whichever is higher.
3. Professional Fee on any other legal matter not specified above will depend upon the facts and it may vary depending upon the compliance/advice etc.
4. Professional fee for any other requirement depends upon the contents and regulatory importance after considering the professional liability, if any will be extra.
5. Above mention fees (clause 2.2) are exclusive of Expenses like Stamp paper, Notary, Chartered Accountant / Engineer certificate, Making Project Report, Rent / Lease Deed, Banner, Photographs, Machine Number Plate, Labor work for Machine punching , other out of pocket expenses ,etc.. Would be beard by service receiver and would be added at the time of final fees receivable. Meanwhile those above mention expenses would be paid off from advance (clause2.1) paid by service receiver.
6. The Services Receiver has to pay certain amount of fee fixed by the Bhura Consultancy depending upon the nature of assignment, whether granting subsidy or not, cancelled, rejected, delayed, reduced by any reason by any Govt. Authority or due to change in any Govt. Policy or Criteria or conditions then Bhura Consultancy will not be responsible.
7. All the paper will be provided by the service receiver and will be authenticated by self attestation or certified true copy in the execution of assignment. Bhura Consultancy has no interest directly or indirectly in that personal paper and Bhura Consultancy shall not be liable for any misuse of documents by any third party which are not self attested/authenticated.
8. Providing complete contact details including Postal Address, Business Address, Phone, Fax, Email ID will be sole responsibility of the service receiver.
9. In Case the service receiver does not have email id then ONLY email id will be created by Bhura Consultancy to meet the registration/form filling requirement which will be handed over to the service receiver along with password and all the responsibility /liability will cease at the end this contract.
10. In case the service receiver wants to withdraw the service in between before completing them then in such case, service receiver has to pay first fix amount of fee determined by the Bhura Consultancy depending upon the portion and percentage of work executed/completed by the Bhura Consultancy without payment of fee file/paper original/duplicate will not be return at any condition.
11. Fees as decided on the date of execution of this agreement shall be binding and final which would be paid by service receiver in part as stages of process get cleared. Viz.

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Stages** | **Amount / % of fees** |
| 01 | Advance | **5000/-** |
| 02 | At the time of Sanction | **10000/-** |
| 03 | At the time of Visit | **10000/-** |
| 04 | At the time of Fund Released | **100%** |

**NOTE:**

The above mentioned professional fee (as per clause 2.1) will be exclusive of GST, and the applicable GST will be charged separately. In case the service receiver want to take Credit of GST paid then proper GST Number / Certificate has to provide otherwise same will be treated under b2c head and Bhura Constancy will not be responsible to such non availability of GST.

1. **TERM**.

The term of this Agreement shall commence from the date of execution and shall continue till the time the assignment is completed.

1. **ENTIRE AGREEMENT**.

This Agreement, including the exhibits here to represents the entire agreement between the parties here to. Any additions, deletions or modifications shall not be binding one either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules hereto or any purchase order or other documents issued by the service receiver/provider connection herewith, the terms set forth in the body of this Agreement shall prevail.

1. **SEVERABILITY**.

The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

1. **FORCE MAJEURE**

The time period(s) specified in the performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Bhura Consultancy , including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any government agency.

1. **REMEDIES**

Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided here in or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

**INWITNESSWHEREOF**, this Professional Services Engagement Contract has been duly executed by the authorized representatives of the parties here to as of the date first set forth above.

By: FOR, BHURA CONSULTANCY

PARTNER, Partner / Authorized Sign.

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(Service Receiver) (Service Provider)

**Marketing Executive**

Name: - MR.PRAKASH BHADORIYA

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(Signature)