

## **Business Contract with C-Tray**

This Agreement is made and executed for a duration of Ten (10) working days, excluding Sundays, commencing from the date of signature by the client on this agreement, dated **31/01/2025**, and concluding on **11/02/2025** (both days inclusive), between **SARVAYA**, incorporated under the provisions of the Companies Act, 1956, (hereinafter referred to as "Agency"), which term shall mean and include its successors and permitted assigns, of the ONE PART.

As per this agreement, both parties have agreed to abide by the following terms and conditions:

### 1. Appointment of Agency

The client hereby appoints the agency to provide Website Development services.

### 1. Scope of Work

#### 1.1 Project Overview:

**SARVAYA** will design, develop, and launch a completely new website using **Framer**, replacing the existing Wix website. This will be a full redesign from scratch with a fresh UI, enhanced performance, and improved user experience.

The website will include the following key pages:

- **Home Page** – A visually appealing landing page introducing the brand, services, and key offerings.
- **Service Page (Unique)** – A dedicated page outlining the core service.
  - **Nested Service Pages (5-8)** – These subpages will follow the same layout but with unique content for each service offering.
- **About Page** – A section showcasing the company's background, vision, and values.
- **Contact Page** – A page featuring a contact form, email, phone number, and social media links.
- **Blog Page** – A section for publishing articles, insights, and industry-related content.
  - The four existing blogs will be outsourced and enhanced with better content, formatting, and SEO.
  - **Inclusion:** **SARVAYA** will post two (2) blogs at no extra charge as part of this package.



- **Additional Subpages:**
  - **Privacy Policies Page:** Detailing the website's data handling and privacy practices.
  - **Terms and Conditions Page:** Outlining the terms of use for the website.
  - **Site Map:** A page providing an overview and links to all sections of the website for easy navigation.

## 2. Design Phase

### 2.1 Design Tools and Process:

[SARVAYA](#) will design the website using Figma and adhere to current design trends and user experience best practices, such as Google Material Design. The design will focus on optimizing the user journey to ensure a seamless and intuitive experience.

### 2.2 Timeframe:

- The website landing page (Home Page) will be developed within seven (7) days from the project start date.
- By the end of the **10th day**, SARVAYA will deliver a Complete Website.

### 2.3 Client Review and Feedback:

The Client will have twelve (12) hours to review the design and provide feedback. SARVAYA will provide two iterations per page design based on the feedback. Any additional iterations will be considered a new requirement and may result in additional charges and time extensions.

**Additionally**, SARVAYA will connect with the Client every three (3) days for a review and feedback session. A meeting will be scheduled in advance, and any time alterations can be mutually agreed upon with the Client.

### 2.4 Client Deliverables:

To ensure timely completion of the project, the Client agrees to provide the following deliverables:

- **Logo:** The Client must provide the final logo in a high-resolution format suitable for web use.
- **Domain and Platform Credentials:** The Client must provide access to the domain and any necessary platform credentials required for hosting and deploying the website.
- **Wix Platform Credentials:** The Client agrees to provide access to the existing Wix website to facilitate content migration and reference.
- **Permission to Use Existing Blogs:** The Client agrees to allow SARVAYA to use and enhance four (4) existing blogs from the previous website.
- **Basic Wireframe of the Website:** The Client will provide a rough wireframe or reference layout to help align design expectations.



- **Feedback for Design:** The Client is required to review the design and provide feedback within twelve (12) hours of receiving the design link.
- **Scheduled Meeting:** The Client agrees to participate in a scheduled meeting on the third or fourth day of the project to review progress and discuss any necessary adjustments.
- **Content Support:** The Client will assist in providing necessary content, including text, images, and other relevant materials needed for the website.

Failure to provide these deliverables on time may result in an extension of the project timeline.

### 3. Technical Support:

[SARVAYA](#) will provide technical support for hosting-related issues, ensuring the website remains operational. Any additional services or enhancements beyond standard hosting may incur additional charges.

## 2. Date of Commencement and Duration of Agreement

This agreement will be effective from **31/01/2025**, and both parties shall abide by it for a period of duration of Ten (10) working days, excluding Sundays, ending on **11/02/2025**. The agreement may be renewed only after mutual agreement by both parties.

## 3. Confidentiality

Both the agency and the client shall maintain confidentiality regarding any information received from one another and shall not disclose it to others without prior consent or compliance with statutory requirements.

## 4. Governing Laws

Both parties must comply with all statutory regulations. Any dispute (including non-contractual disputes or claims) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Jaipur (Rajasthan).

## 5. Agency Fees and Remuneration

The total payment for the project has been agreed upon by both parties at INR 15000 . Any out-of-pocket expenses, such as outstation travel, stay, software, etc., incurred by the agency as part of this assignment, will be borne by the client only after specific approval from the Client.



Additional charges for any other services, including application development, Ad spending, purchase of licensed images and content, tools, etc., if applicable, will be charged separately.

## 6. Payment and Refund Terms

**50% Payment:** INR 7,500 is due within 24 hours of signing this agreement.

**Remaining 50% Payment:** INR 7,500 is due upon the completion of the website development, before the final handover .

Any changes or additional iterations requested by the Client beyond the agreed scope will incur additional costs, which will be communicated and agreed upon before proceeding.

## 7. Force Majeure

Both the client and the agency shall not be liable for any default, delay, or lapse occurring due to events beyond their control, including but not limited to riots, strikes, theft, war, or acts of God and/or nature.

## 8. Modification of Terms

Any changes in the terms and conditions contained herein shall be effective only prospectively and shall be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

## 9. Waiver

The failure of either party at any time to enforce any provision of this Agreement will not affect its right to require full performance by the other party subsequently. Any waiver will be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

## 10. Termination

The client or the agency may terminate this agreement by providing a written notice with a penalty of ₹2000. The parties' obligations as per this agreement shall remain in force during the notice period.

## 11. Arbitration

All and any disputes and differences if any shall be settled by arbitration in the manner hereinafter provided



- The venue of the arbitration shall be Jaipur
- In the event of arbitrators' award being not acceptable to either party, the parties shall be free to seek lawful remedies under the law of India and the jurisdiction for the same shall be courts at Jaipur in the State of Rajasthan .

## 12. Agency Policy

a. If the client becomes involved in any legal offense or crime due to the products or services promoted by **SARVAYA**, the agency is not liable for any legal issues, as the agency is solely a service provider.

b. If the client causes a delay in providing **SARVAYA** with the content or material or documents asked for, the agency will still count it as a working day, and the client will be liable. However, if the delay is from the agency's end, we will not count it as a working day and will provide the client with the services for the total duration as discussed.

## 13. Acceptance

By signing below, the Parties hereby enter into a binding website development services agreement with one another.



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**Sunain Dhingra, C-Tray**



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31-Jan-25