

Business Contract with Vishwas Girdher

This Agreement is made and executed for a duration of Seven (7) working days, excluding Sundays, commencing from the date of signature by the client on this agreement, dated **26/02/2025**, and concluding on **05/03/2025** (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.

2. Scope of Work

2.1 Project Overview:

SARVAYA will work on the Client's portfolio website, making necessary modifications, fixing UX bugs, and adding new sections and features to enhance functionality and user experience.

The **Client will provide all content and redirect links**, while SARVAYA will handle the design and development aspects

2.2 Website Updates & Maintenance:

- SARVAYA will provide up to 12 updates over a period of nine (9) months at no additional cost. These updates will include portfolio Content Updation and minor fixes.
- Any additional updates beyond the allocated quota may be subject to separate charges.

2.3 Hosting Services:

- The website will be hosted on SARVAYA's server free of charge for the Client.



- The Client may opt for a Framer subscription for additional features and customization. The subscription fee will be borne by the Client, but SARVAYA will provide full support and configuration assistance for seamless integration.

2.4 Key Website Components:

The website will include, but is not limited to, the following:

- Portfolio Showcase – Highlighting the Client’s work and expertise.
- About Section – Providing an overview of the Client’s background and professional journey.
- Contact Page – Featuring a contact form, email, phone number, and social media links.
- Feature Enhancements – Additional sections or elements as per the Client’s requirements.
- All Video Display Page
- Vertical slideshow on secondary pages

3. Design & Development Process

3.1 Design & UX Enhancements:

- SARVAYA will ensure that all design updates align with modern UX/UI best practices and are optimized for an intuitive user experience.
- Any UX-related issues reported by the Client will be assessed and resolved in a timely manner.

3.2 Client Review & Feedback:

- The Client will have twelve (12) hours to review and provide feedback on any major design or development updates.
- SARVAYA will offer two iterations per update based on Client feedback. Any additional revisions will be considered a new request and may incur additional charges.
- SARVAYA will connect with the Client every two (2) days for a review and feedback session. Meetings will be scheduled in advance, and any rescheduling will be mutually agreed upon.

3.3 Technical Support:

[SARVAYA](https://www.sarvaya.in) 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.



4. Date of Commencement and Duration of Agreement

This agreement will be effective from **26/02/2025**, and both parties shall abide by it for a period of duration of Seven (7) working days, excluding Sundays, ending on **05/03/2025**. The agreement may be renewed only after mutual agreement by both parties.

5. 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.

6. 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).

7. Agency Fees and Remuneration

The total payment for the project has been agreed upon by both parties **at INR 7000**. 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.

8. Payment and Refund Terms

50% Payment: INR 3,500 is due within 24 hours of signing this agreement.

Remaining 50% Payment: INR 3,500 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.

9. 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.



10. 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.

11. 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.

12. 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.

13. 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 .

14. 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.



15. Acceptance

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



SARVAYA

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Mr. Vishwas Girdher



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26-Feb-25